

s/Abby Edwards Saunders
Abby Edwards Saunders (S.C. Bar No. 17234)
Law Office of Abigail Edwards Saunders, LLC
1021 Sea Mountain Highway, Suite B2
North Myrtle Beach, South Carolina 29582
Tel. (843) 491-9770
Fax (843) 491-9760
Email: abigail@abbysaunderslaw.com

4. Defendant Shirley is, upon information and belief, the President of VI and a resident and citizen of Charleston County, South Carolina;

5. Defendant Gardner is, upon information and belief, the CEO and “Customer Contact” of VI and a resident and citizen of Charleston County, South Carolina;

6. Defendant Pumilia, the Director of Member Services at VI, is a resident and citizen of Charleston County, South Carolina;

7. The facts and circumstances which are the subject matter of this lawsuit occurred in Charleston County, South Carolina;

8. This Honorable Court has personal and subject matter jurisdiction over the parties because the Defendants committed statutory violations and tortious acts in whole or in part in the State of South Carolina, County of Charleston.

9. Venue is proper in Charleston County pursuant to S.C. Code Ann. § 15-7-30(A)(10) & (B) because: 1) VI’s and DT’s sales activities occur in Charleston County; and 2) each of the individual defendants are residents of Charleston County;

FACTS

10. Plaintiffs visited the County and City of Charleston, South Carolina from March 20–24, 2022;

11. On March 21, 2022, the Plaintiffs were approached on a street in the City of Charleston and were informed that they could get free tickets to local sightseeing events if Plaintiffs attended a sales presentation;

12. Plaintiffs later learned the sales presentation was for a VI travel membership and travel related services, as distributed by DT (the “Membership”);

13. When Plaintiffs arrived to what seemed like a legitimate visitor's bureau, they were directed upstairs to the sales presentations where there were six or seven mostly older couples; each of whom were seated by a little table in a medium sized room;

14. Each couple then met with an individual sales representative of DT for about fifteen (15) minutes;

15. A DT salesperson approached Plaintiffs and quickly flipped through the pages of a notebook that he claimed contained the many favorable reviews that VI's Membership program had received from their members;

16. The rate at which the pages were flipped by the DT salesperson prevented the Plaintiffs from being able to read the reviews and assess their veracity or credibility;

17. The salesperson immediately put the notebook away such that Plaintiffs were not given a chance to peruse the notebook of reviews themselves;

18. The DT salesperson then asked where Plaintiffs liked to travel and whether they had made any future travel plans, to which Plaintiffs explained their travel preferences;

19. In response, the DT salesperson provided several examples of trips which Plaintiffs could expect to save as much as forty percent to sixty percent (40%-60%) in travel costs through the VI Membership;

20. The DT salesperson provided favorable responses to each of the Plaintiffs' questions intimating that the VI Membership was the solution to their travel goals;

21. At the conclusion of the individual discussions, Plaintiffs' DT salesperson gave a PowerPoint presentation to the entire group for forty-five (45) minutes;

22. At the outset of this group presentation, the DT salesperson stated that no one was to use their cellphones during the presentation or he would have to start the presentation over again;

23. Thinking the threatening statement was certainly not sincere, one of the Plaintiffs took out his phone to conduct a Google search of VI; the DT salesperson then quickly paused the presentation and instructed him to put his phone in his pocket;

24. The public scolding served to prevent the Plaintiffs and other couples from vetting the salespersons' representations about the VI services and Membership;

25. Had the Plaintiffs been able to use their cellphones, a Google search would have notified Plaintiffs of a significant number of negative reviews on a number of websites including, but not limited to, the South Carolina Department of Consumer Affairs, YELP, TripAdvisor, and the Better Business Bureau;

26. The presentation compared the VI services and booking process to Travelocity and Expedia, but touted that their simpler booking process would lead to pleasurable trips for their members;

27. At the conclusion of the group presentation, the DT salesperson offered a Two Thousand and 00/100 Dollar (\$2,000.00) discount to the first couple that raised their hand to purchase a membership;

28. A couple quickly raised their hand and represented they would purchase a membership, giving the impression of a desired opportunity missed;

29. Plaintiffs were next approached by a husband-and-wife sales team who then brought Plaintiffs into an office and offered the same Two Thousand and 00/100 Dollars (\$2,000.00) discount that was offered at the conclusion of the group presentation;

30. Plaintiffs appreciated that they were being offered the same "limited opportunity," but nonetheless remained reluctant to purchase a VI Membership;

31. The husband-and-wife team continued to ramp up the pressure in their sales tactics by extending additional and more favorable terms while monopolizing the conversation in discussing travel experiences;

32. Worn down from Defendants' sales tactics, Plaintiffs agreed to purchase a Membership;

33. The wife from the DT sales team produced a copy of the Agreement and stated that "in the interest of time," – a stark contrast from the protracted sales tactics just employed – the Plaintiffs sign the contract quickly;

34. The salesperson did not make herself available to answer any questions, except to instruct Plaintiffs on how to complete the responses to the Vacation Inspirations Membership Acknowledgment, which was "yes to everything, except no to #10."

35. After being handed the Agreement to sign, Plaintiffs were subjected to consistent pressure to sign quickly without the opportunity to read the documents or engage any counsel – legal or otherwise;

36. Defendants target elderly individuals who are visiting the City of Charleston and who would be more easily exploited by their deceptive sales tactics;

37. During the ordeal, Plaintiffs were subjected to high pressure and deceptive sales tactics, including:

- a. A ban on cellphone usage which prevented Plaintiffs' from researching VI and perusing online reviews;
- b. Rushed contracting in order to create anxiety through the fear of missing out on Defendant VI's travel membership and travel related services, which was described as a "Once in a lifetime opportunity";
- c. Rushed contracting in order to create anxiety through the representation that the discounted Memberships were only available on the day of the presentation and would not be available afterwards;

- d. Presented deceptive claims regarding customer satisfaction reviews provided by other members relating to the services provided to consumers through the Membership;
- e. Utilized coercive sales tactics that prevented Plaintiffs from making a free and informed choice;
- f. Fostered an environment that created the impression that the Defendants' business was a City of Charleston operated location, like a visitor's bureau;
- g. Created the appearance of scarcity of discounted Memberships in order incentivize purchases;
- h. Coerced participants into purchasing a Membership as a means to escape the undue influence that Defendants' sales tactics generated;
- i. Upon information and belief, planted imposter presentation participants to announce they desire to purchase a Membership in order to encourage the other attendees to purchase a Membership as well;

38. Immediately upon exiting the facility after purchasing a Membership by way of a Purchase Agreement (the "Agreement"), attached hereto as Exhibit A and incorporated herein by reference, at a purchase price of Four Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$4,995.00), plus a Documentation Fee of Three Hundred Ninety-Nine and 00/100 Dollars (\$399.00), and first year dues of One Hundred Ninety-Nine and 00/100 Dollars (\$199) for a grand total of Five Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$5,593.00), Plaintiffs discovered an overwhelming majority of the online reviews regarding the Membership sold by the Defendants were negative and complained about the deceptive tactics employed by the Defendants, the falsity of the representations by the Defendants as to what the services actually were and the poor quality of the services provided by VI for owners of a Membership;

39. The online reviews included many testimonials of relatable experiences, such as being unable to use a cellphone during the presentation and the threat of restarting the presentation in the event of noncompliance; detailed descriptions of the substantial shortcomings in savings

VI's membership provided; complications often experienced in the booking process; and statements regarding the poor customer service received from VI;

40. The Agreement was a form contract in which a representative of Defendants VI and DT filled in the blanks with information provided by the Plaintiffs;

41. The Agreement provided that:

- a. Plaintiffs were entitled "to request up to two week(s) of condominium accommodations per year provided by VI.";
- b. "THE UNDERSIGNED MEMBER ACKNOWLEDGES **THIS IS A NON-CANCELABLE CONTRACT**. THIS IS NOT A TIMESHARE, HEALTH CLUB, BUYERS CLUB, NOR DOOR TO DOOR SALES CONTRACT AGREEMENT. PLEASE MAKE YOUR DECISION ACCORDINGLY.";
- c. "Client acknowledges that this agreement is not subject to any "right of rescission";
- d. "Any controversy, claim or dispute arising out of or relating to this Purchase Agreement, shall be resolved and decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") (however, not under the auspices of AAA), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall be selected by VI. Upon final award, arbitrator compensation and cost of the location shall be paid by the non-prevailing party. The arbitration shall take place in Charleston, S.C. at the Charleston County Courthouse or other location determined by VI;"

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)

42. The Plaintiffs reaffirm and reiterate all of the allegations in Paragraphs 1 through 41 as if fully repeated and incorporated herein verbatim;

43. South Carolina law requires arbitration agreements to be "geared towards achieving an unbiased decision by a neutral decision maker";

44. The Agreement's Terms and Conditions contains an arbitration clause buried in its final article inconspicuously titled "Dispute Resolution";

45. The arbitration clause contains no differentiated font in order to call attention to its terms nor did the sales presentation or salesperson explain there was an arbitration agreement included;

46. The terms of the arbitration clause lack mutuality, by granting VI the rights to select the arbitrator and the location of the arbitration, should it not occur at the Charleston County Courthouse;

47. The arbitration clause also requires that the “arbitrator compensation and cost of the location shall be paid by the non-prevailing party;”

48. The arbitration clause requiring that arbitration be held “not under the auspices of [American Arbitration Association]” introduces further doubt about the arbitration process’s fairness and impartiality;

49. The practical implication of a majority of the arbitration provision is to grant VI unfair control over the process and expenses of the arbitration proceedings so as to inhibit a Member from seeking dispute resolution and to permit a biased result from an arbitrator who may not be neutral;

50. The one-sided arbitration clauses contained in the “Dispute Resolution” provision have an *in terrorem effect* because Members may decline to exert their rights when the only path is an unfair and potentially costly unknown out-of-court process;

51. The arbitration clause as a whole undermines the neutrality of any potential arbitration proceeding and violates federal and state law;

52. Whether pursuant to S.C. Code Ann. § 15-48-10, the Federal Arbitration Act, or under its own terms, the arbitration clause is not enforceable and the Agreement is not subject to

mandatory arbitration since it is fundamentally unfair for lack of mutuality and fails to promote a neutral and unbiased arbitral forum;

53. The Agreement, including the arbitration provisions contained within, is a form contract which was completed at the conclusion of Defendants' presentation and was presented on a "take it or leave it" basis;

54. The Agreement's terms were not negotiable such that Plaintiffs lacked a meaningful choice of entering into the contract;

55. Application of the arbitration clause's terms create a substantial lack of mutuality between the parties and allow Defendant VI to both discourage members from seeking dispute resolution by manipulating the expenses to the detriment of the opposing party, while also securing a biased decision from a biased arbitrator;

56. The arbitration clause's terms are so oppressive that no reasonable person would make them and no fair and honest person would accept them;

57. Pursuant to S.C. Code Ann. § 15-53-10, et. seq., Plaintiffs are entitled to a declaratory judgment that the arbitration clause in the Agreement is invalid and unenforceable due to its unconscionable terms and Plaintiffs' inability to realize an unbiased decision by a neutral arbitrator;

58. Pursuant to Rule 57, SCRCF, the Plaintiffs request a speedy hearing of this action;

FOR A SECOND CAUSE OF ACTION
(Unfair Trade Practices)

59. Plaintiffs incorporate the allegations of Paragraphs 1 through 41 as if restated verbatim herein;

60. Defendants VI and DT, through the actions of their agents, violated S.C. Code Ann. § 39-5-20 of the South Carolina Unfair Trade Practices Act (the "Act"), as a result of the utilization

or employment of unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce;

61. Defendants Shirley, Gardner, and Pumilia, each violated the Act as a result of their commission, participation, training, directing or authorizing the utilization or employment of the unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce;

62. Defendants Shirley and Gardner were individually named defendants in a State of Georgia enforcement action (No. 2012CV211716) for similar unfair and deceptive conduct;

63. The Assurance of Voluntary Compliance in the State of Georgia action stated “Gardner and Shirley manage and direct the business activities” of a similar entity in which they assume materially the same directorial roles;

64. Defendants Shirley and Gardner were also named in connection with a State of Texas enforcement action (No. 2017CI11368) for similar unfair and deceptive conduct;

65. Defendant Pumilia is the Director of Member Services at VI and; as indicated by his title and his statements to the media; is training, directing or authorizing the unfair and deceptive sales practices;

66. The Membership materials also contained a letter “From [VI’s] Board of Directors” indicating their authorization, at a minimum, of the sales process and tactics used;

67. Plaintiffs were misled by the Defendants’ representations and other practices utilized to entice them to purchase an inferior travel membership that no reasonable person would purchase without the representations and practices employed or authorized by the Defendants;

68. Defendants' unfair and deceptive acts have been repeated on numerous occasions in the past and are capable of continuing to be repeated in the future such that they affect the public interest;

69. Defendants' actions, in large part relating to their high pressure and deceptive sales tactics, are a violation of the Act because these actions are immoral, unethical, oppressive, and offensive to public policy;

70. As a result of Defendants' unfair and deceptive acts, Plaintiffs have suffered monetary losses;

71. The deceptive representations and unfair practices employed on the Plaintiffs were unconscionable and materially prevented the discovery of the true nature of the purported travel membership, past victims, and its public perception, such that Plaintiffs were unable to avoid the injuries that resulted from the Defendants' conduct;

72. The unfair methods of competition and unfair and deceptive acts or practices in the conduct of commerce by the Defendants and/or their directing or authorizing such acts and practices proximately caused the Plaintiffs injury;

73. Plaintiffs have been damaged in the amount of Five Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$5,593.00) as a result of the Defendants violations of the Act;

74. Defendants have willfully or knowingly employed the unfair and deceptive acts or practices;

75. Defendants knew or should have known that their oppressive and high-pressure sales tactics violated the Act given the centrality of Defendants' sales process to their business and the connectiveness to two prior state enforcement actions for similar conduct against the same or related individuals and entities;

76. Plaintiffs are therefore entitled to actual and treble damages, as well as attorneys' fees and costs for this Cause of Action;

FOR A THIRD CAUSE OF ACTION
(Injunctive Relief Pursuant to §39-5-38(D)(1))

77. Plaintiffs incorporate the allegations of Paragraphs 1 through 41 as if restated verbatim herein;

78. Through Defendants' actions targeting visitors to the City of Charleston through the unfair and deceptive practices previously outlined, there exist conditions of ongoing violations or attempted violations of the Chapter 5 of Title 39, the South Carolina Unfair Trade Practices Act;

79. Defendants have and will continue to employ these unfair and deceptive tactics if not stopped;

80. Other participants will be subjected to irreparable harm if Defendants are permitted to continue their predatory practices upon visitors to Charleston;

81. The City of Charleston and State of South Carolina will realize continued reputational diminishment as a result of Defendants' predatory practices upon visitors to Charleston;

82. Upon information and belief, the Plaintiffs believe an injunction of Defendants' actions would best serve the public interest and would petition the Court for an injunction against the Defendants pursuant to S.C. Code Ann. § 39-5-38(D)(1);

FOR A FOURTH CAUSE OF ACTION
(Equitable Relief – Rescission)

83. Plaintiffs incorporate the allegations of Paragraphs 1 through 41 as if restated verbatim herein;

84. Plaintiffs entered into the Agreement based upon a mistake of fact;

85. That the Defendants' representations with regard to the scarcity of discounted memberships, quality of reviews, services that meet participant's expectations were false;

86. The misrepresentations were each material in that they were significant, essential to, and of such a nature that knowledge of their falsity would have reasonably affected the Plaintiffs' decision to enter into the Agreement with VI and DT;

87. That Defendants fraudulently misrepresented to Plaintiffs, the scarcity of discounted memberships, quality of reviews, and their ability to provide services that meet participants' expectations, all with knowledge of each representation's falsity or a reckless disregard for the truth or falsity of Defendants' statements;

88. Defendants made the misrepresentations to Plaintiffs, with the intent that Plaintiffs would act upon that information in deciding whether or not to purchase a Membership for Five Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$5,593.00);

89. That Plaintiffs were without knowledge that the representations outlined above were false;

90. That Plaintiffs relied on the representations outlined above in proceeding with the purchase of the Membership;

91. Plaintiffs' reliance on Defendants' representations was reasonable under the circumstances, and based on the fundamental principles of good faith and fair dealing to which both parties are subject;

92. Defendants made the representations without intention of being able to honor them when Plaintiffs purchased a Membership;

93. Over the period since the Agreement was executed, the Plaintiffs have discovered the falsity of Defendants' representations regarding the scarcity of discounted memberships, the

quality of other members' reviews of Defendants' services, and the quality of the services Defendants provide to members were false and have been directly and proximately injured in the following respects:

94. That Plaintiffs were induced to purchase the Membership from VI and DT based upon Defendants' fraud, deceit, misrepresentations, and concealment;

95. That Plaintiffs were not negligent in entering into the Agreement;

96. Plaintiffs are entitled to the equitable remedy of rescission of the Agreement and compensate them for their related court costs;

FOR A FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

97. Plaintiffs incorporate the allegations of Paragraphs 1 through 41 as if restated verbatim herein;

98. That the Defendants' representations with regard to the scarcity of discounted memberships, quality of reviews, services that meet participant's expectations were false;

99. The misrepresentations were each material in that they were significant, essential to, and of such a nature that knowledge of their falsity would have reasonably affected the Plaintiffs' decision to enter into the Agreement with VI and DT;

100. That Defendants fraudulently misrepresented to Plaintiffs, the scarcity of discounted memberships, quality of reviews, and their ability to provide services that meet participants' expectations, all with knowledge of each representation's falsity or a reckless disregard for the truth or falsity of Defendants' statements;

101. Defendants made the misrepresentations to Plaintiffs, with the intent that Plaintiffs would act upon that information in deciding whether or not to purchase a Membership for Five Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$5,593.00);

102. That Plaintiffs were without knowledge that the representations outlined above were false;

103. That Plaintiffs relied on the representations outlined above in proceeding with the purchase of the Membership;

104. Plaintiffs' reliance on Defendants' representations was reasonable under the circumstances, and based on the fundamental principles of good faith and fair dealing to which both parties are subject;

105. Over the period since the Agreement was executed, the Plaintiffs have discovered the falsity of Defendants' representations regarding the scarcity of discounted memberships, the quality of other members' reviews of Defendants' services, and the quality of the services Defendants provide to members were false and have been directly and proximately injured in the following respects:

- a. Five Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$5,593.00) in actual damages, and,
- b. The costs of bringing this action, including court costs, expenses and legal fees;

FOR A SIXTH CAUSE OF ACTION
(Negligent Misrepresentation)

106. Plaintiffs reaffirm and reiterate all of the allegations in Paragraph 1 through 41 as if fully repeated and incorporated herein verbatim;

107. That Defendant made false representations to the Plaintiffs in stating that: 1) discounted memberships were scarce; 2) the reviews provided by prior Membership purchasers were materially positive; and 3) Defendants were able to provide services that meet participants' expectations;

108. The Defendants had a pecuniary interest in making the false representations to Plaintiffs because these facts, either considered in isolation or as a whole, supported the asking

price for the discounted Membership presented to Plaintiffs and without such circumstances the Plaintiffs would not have paid the asking price or purchased the Membership;

109. That Defendants owed a duty of care to the Plaintiffs, to see that they communicated truthful information to the Plaintiffs while attempting to maximize the sales price of a Membership;

110. That Defendants breached that duty of care to the Plaintiffs when they communicated false information or otherwise recklessly disregarded the truth in their dealings with the Plaintiffs with regard to the scarcity of discounted membership, quality of purchaser reviews, and their ability to provide services that meet participants' expectations;

111. That Plaintiffs, having no other reliable information related to the scarcity of discounted memberships, the actual and substantial negative reviews from past participants regarding Defendants sales practices and services, or Defendants' ability to provide the services to purchasers as outlined in their presentation to Plaintiffs, justifiably relied on the false information communicated by the Defendants prior to executing the Agreement;

112. That as a result of the Defendants' negligent misrepresentations, the Plaintiffs would not have purchased a Membership, which proximately and consequently caused the following damages:

- a. Five Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$5,593.00) from the purchase of the Membership, and,
- b. The costs of bringing this action, including court costs, expenses and legal fees;

WHEREFORE, the Plaintiffs request that this Court enter its judgment:

- (1) declaring that the arbitration clause contained in the Agreement is invalid and unenforceable;
- (2) ruling that Defendants have willfully violated the South Carolina Unfair Trade Practices Act and Plaintiffs are entitled to trebled damages, based upon their actual damages of Five Thousand Five Hundred Ninety-Three and 00/100 Dollars

(\$5,593.00) from the purchase of the Membership, and their reasonable attorneys' fees;

- (3) ruling that Defendants are committing ongoing violations or attempted violations of the Chapter 5 of Title 39, the South Carolina Unfair Trade Practices Act and issue an injunction against Defendants from acting in violation of the Act;
- (4) ruling that Defendants' induced Plaintiffs to enter into the Agreement by way of fraudulent representations which they did not intend to perform and that Plaintiffs are entitled to rescind the Agreement;
- (5) ruling that Defendants fraudulently misrepresented their program and services to be provided under the Agreement and award Five Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$5,593.00) actual damages from the purchase of the Membership, plus punitive damages and attorneys' fees to Plaintiffs;
- (6) ruling that Defendants negligently misrepresented their program and services to be provided under the Agreement and award Five Thousand Five Hundred Ninety-Three and 00/100 Dollars (\$5,593.00) actual damages from the purchase of the Membership, plus punitive damages and attorneys' fees to Plaintiffs;
- (7) such other and further relief as the Court may deem appropriate.

Respectfully submitted,

s/David W. Wolf

David W. Wolf (S.C. Bar No.: 17041)
David W. WOLF, P.A.
748-D St. Andrews Boulevard
Charleston, South Carolina 29407
Tel. (843) 853-9000
Fax (843) 853-9002
E-mail: david@wolflaw.com
Attorney for Plaintiffs

s/ Abby Edwards Saunders


Abby Edwards Saunders (S.C. Bar No. 17234)
Law Office of Abigail Edwards Saunders, LLC
1021 Sea Mountain Highway, Suite B2
North Myrtle Beach, South Carolina 29582
Tel. (843) 491-9770
Fax (843) 491-9760
Email: abigail@abbysaunderslaw.com
Attorney for Plaintiffs

May 21, 2024
Charleston, South Carolina

VERIFICATION OF COMPLAINT

I, Peter Skoler, being first duly sworn, depose and say that I have read the foregoing Verified Complaint and know the contents thereof, and that the information is true and correct to the best of my knowledge, except as to those matters and things alleged upon information and belief, and as to those things, I believe them to be true.

I, PatriciaSkoler, being first duly sworn, depose and say that I have read the foregoing Verified Complaint and know the contents thereof, and that the information is true and correct to the best of my knowledge, except as to those matters and things alleged upon information and belief, and as to those things, I believe them to be true.



Peter Skoler




Patricia Skoler

Sworn to before me this 20th day of May, 2024.

Sworn to before me this 20th day of May, 2024.



Notary Public for the State of Massachusetts
My Commission Expires:



Notary Public for the State of Massachusetts
My Commission Expires:

August 30, 2024

August 30, 2024

