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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CHRISTOPHER SAWYER and TERESE)
SAWYER,)

Civil Action No. 2024-CP-10-_____

PLAINTIFFS,)

vs.)

COMPLAINT

VACATION INSPIRATIONS,)
DESTINATION TRAVEL, LLC, JOSEPH)
SHIRLEY, RANDY GARDNER, and)
JEFFREY PUMILIA,)

DEFENDANTS.)
_____)

COME NOW Plaintiffs Christopher Sawyer and Terese Sawyer (hereinafter “Plaintiffs”) complaining of the above-named Defendants, Vacation Inspirations (hereinafter “VI”); Destination Travel, LLC (hereinafter “DT”); Joseph Shirley (hereinafter “Shirley”); Randy Gardner (hereinafter “Gardner”); and Jeffrey Pumilia (hereinafter “Pumilia”)(collectively, VI, DT, Shirley, Gardner, and Pumilia shall hereinafter be referred to as the “Defendants”), alleging and saying as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiffs are residents and citizens of the State of Pennsylvania;
2. Defendant VI is, upon information and belief, an unincorporated business association operating in Charleston County, South Carolina;
3. Defendant DT is a South Carolina limited liability company operating in Charleston County, South Carolina;

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 for 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 May 25, 2021 to May 27, 2021;

11. On or about May 26, 2021, the Plaintiffs entered Defendants VI and DT’s storefront located at 229 Meeting Street, Charleston, South Carolina 29401 and were called up to the counter and offered free tickets to a couple of sightseeing events if Plaintiffs attended a sales presentation the following morning;

12. The counter clerk required a Twenty Dollar (\$20.00) reservation fee, which was to be refunded upon appearance at the presentation at 30 Vendue Range, Charleston, South Carolina 29401;

13. Plaintiffs arrived at 30 Vendue Range the following morning at 10:00 am and were refunded the Twenty Dollar (\$20.00) fee;

14. When Plaintiffs arrived to the sales presentation, they were directed to another room with five tables, a TV presentation screen and two other couples;

15. After a short wait, the participants were introduced to Greg (Last name unknown) ("Greg"), who instructed them that no one should be using their cell phone and to turn off their cell phones because his boss instructed him that if a phone rang during the presentation he would have to start the presentation over;

16. The sales presentation was for a VI travel membership and travel related services, as distributed by DT (the "Membership") and that VI had such great offers that it had the ability to choose who they would allow to be members;

17. Greg specifically instructed Plaintiff Terese Sawyer at this point, who was holding her cell phone in her hand, if she touched her cell phone the Plaintiffs would not be permitted to sign up;

18. All three couples turned off their cell phones;

19. The public scolding regarding the use of cell phones served to prevent either of the Plaintiffs and other couples from vetting the sales persons' representations about the VI services and Membership;

20. A Google search would have notified Plaintiffs of a substantial number of negative reviews online;

21. Greg made a presentation with photos of locations and vistas on the large screen monitor and explained that VI was a “wholesaler” of vacation packages and could provide their members with packages far below those offered by travel agencies;

22. Greg explained that resorts and cruise lines could only make money if their rooms were filled, so wholesaling unfilled rooms benefitted the industry by contributing to overhead expenses and generating additional income from on-site service and add-on activity sales;

23. Greg also explained that, as one of only few wholesalers world-wide, VI could obtain travel packages far below the retail price, which VI would then sell to their members;

24. Greg further explained that VI could sell a hotel night for less than if it was booked directly through the hotel because wholesaler’s buy in bulk, which brings a lot of buying power to the wholesaler from booking a block of rooms from the hotel;

25. Greg likened VI’s Membership to that of a Costco or Netflix membership, but that it was like booking sites such as Kayak or Expedia, just that it grants access to wholesale travel pricing, which are bottom line prices without significant mark up;

26. Greg stated that VI has been the recipient of awards from cruise lines based upon the amount of business it had generated through the sale cruise line packages to its membership and displayed images of such awards;

27. Greg described how he had generated so much business that he had been gifted a trip to a Five (5) star hotel in Hawaii for approximately ten percent (~10%) of the advertised cost, including airfare;

28. The final graphic of Greg’s presentation described the Platinum Membership benefits, which Greg explained was only available the day of the presentation at that location;

29. At the conclusion of his presentation, Greg offered a One Thousand and 00/100 Dollar (\$1,000.00) discount to the first couple that signed up, reducing the Membership from Seven Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$7,995.00) to Six Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$6,995.00);

30. A couple immediately raised their hand and represented they would purchase a membership, but Plaintiffs are uncertain whether they were legitimate buyers or plants of VI to give the impression of a desired opportunity missed;

31. Plaintiffs were next approached by Lindsay (last name unknown) ("Lindsay"), while other representatives met with the two other couples;

32. Lindsay introduced herself and explained that she had been an employee of DT for seven (7) or eight (8) years;

33. Lindsay represented to the Plaintiffs that the employees of DT and VI were family and that each was a family-owned company;

34. The conversation between Plaintiffs and Lindsay steered towards Plaintiff Christopher Sawyer's military service and Lindsay advised that her boyfriend was with the police;

35. Lindsay stated that she understood the burdens of first responders and that Defendants would not provide a membership product that could not be useful to such individuals and their families;

36. Lindsay represented to the Plaintiffs that because of Plaintiff Christopher Sawyer's military service and Lindsay's long tenure with DT, she offered to match the discounted Membership price of Six Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$6,995.00);

37. The Plaintiffs remained hesitant to purchase a Membership, so Lindsay explained that she did not need to get permission because of her tenure and that the second presentation for

the day had been cancelled, so she offered an additional discount to Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00);

38. Given all of the representations made through Greg's presentation and Lindsay's discounts, Plaintiffs appreciated that they were being offered a further discount and agreed to purchase a Membership;

39. Lindsay produced a Purchase Agreement (the "Agreement") and filled in its blanks with the date, Plaintiff Christopher Sawyer's information, the purchase price of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00), and reflected that the 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) were waived for a grand total of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00).

40. Lindsay had Plaintiffs sign the Agreement and instructed Plaintiff Christopher Sawyer how to complete the responses to the Vacation Inspirations Membership Acknowledgment (the "Acknowledgment"), which was "yes to everything, except no to #10 and N/A to #11, before having Plaintiffs sign it;

41. Upon Plaintiff Christopher Sawyer's question about the term "right of rescission," Lindsay stated that it dealt with real estate and since the Plaintiffs were not buying a timeshare it did not relate or pertain to the Membership;

42. Lindsay also represented to the Plaintiffs that VI's primary source of revenue was from the annual dues and not the Member Purchase Price payments;

43. After running Plaintiff Christopher Sawyer's credit card, Lindsay compiled the signed paperwork, including the Agreement and the Acknowledgment, and provided to the Plaintiffs;

44. Lindsay then recommended that the Plaintiffs call and use the services at their earliest opportunity and described how VI was a reputable organization and that the real estate owners of the very prestigious Vendue Range shopping district would not allow them to operate at that locale if they were not;

45. Lindsay also stated to Plaintiffs, “Don’t be alarmed if we are not here later in the day, it doesn’t mean we ran off with your money,” before providing a Fifty and 00/100 Dollars (\$50.00) gift check and one gift certificate each to Patriots Point and Magnolia Plantation and one of Defendant Jeff Pumilia’s business cards;

46. As Plaintiffs were escorted to the door to leave, Greg stated to Plaintiffs, “Welcome to the family;”

47. As Plaintiffs drove past Defendants’ storefront approximately five minutes later, they noticed Greg and Lindsay locking up for the day;

48. Shortly thereafter, Plaintiffs began to reconsider the decision to purchase the Membership and attempted to contact DT and/or VI in order to cancel the purchase and were unsuccessful;

49. Plaintiffs discovered substantially all of the online reviews regarding the Membership sold by the Defendants were negative and complained about the deceptive tactics employed by the Defendants and the poor quality of the services offered by VI for owners of a Membership;

50. Defendants target individuals who are visiting the City of Charleston and would be more receptive to their deceptive sales tactics;

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

- a. A ban on cellphone usage which prevented Plaintiff's from researching Defendants and reviewing online reviews prior to purchasing a Membership;
 - 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 awards presented to Defendant VI by cruise lines with regard 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. Ingratiating themselves with attendees by telling an attendee who purchased a Membership "Welcome to the family;"
 - g. Representing to attendees with a military background that their significant other is in law enforcement and that they understand the burdens of first responders and that they would not provide a membership product that could not be useful to such individuals and their families;
 - h. Representing that DT and VI were family-owned businesses that employed family members in order to imply it was trustworthy and reliable when it was not;
 - i. Fostered an environment that created the impression that the Defendants' business was a City of Charleston operated location, like a visitor's bureau;
 - j. Creating the appearance of scarcity of discounted Memberships in order to incentivize purchases;
 - k. Creating an incentive for participants to purchase a Membership in order to escape the undue influence that Defendants' sales tactics generated;
 - l. Upon information belief, planting imposter presentation participants to announce they desire to purchase a Membership in order to encourage the other attendees to purchase a Membership as well;
52. 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;
53. The Agreement provided that:

- a. Plaintiffs were entitled “to request up to two week(s) of condominium accommodations per year provided by VI” after originally being advised that they would receive four weeks in the Platinum Membership.
- 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” and may not be cancelled.”
- 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.”

54. Plaintiffs never cashed the gift check, never utilized the gift certificates Defendants provided; and never activated the membership;

55. As a result of Plaintiffs’ inability to reach the Defendants, they called their credit card company and explained the situation to an agent;

56. Given the options of waiting for the charge to proceed and challenging it in the grievance process and cancelling the credit card, Plaintiffs authorized the cancellation of the credit card;

57. Despite the cancellation of the credit card, Defendants’ charge was processed on Plaintiffs’ new card;

58. Plaintiffs contacted Defendants at their memberservices@vacationinspirations.com explaining the cancellation of the prior card and requesting a follow up;

59. Plaintiffs conversed with Jeff Pumilia on several occasions, but Pumilia denied he had authority to authorize a full refund and offered a further discount, but declined when requested to provide the offer in writing;

60. VI and DT refused to release the Plaintiffs from the Purchase Agreement.

FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Declaratory Judgment)

61. The Plaintiffs reaffirm and reiterate all of the allegations in Paragraphs 1 through 60 as if fully repeated and incorporated herein verbatim;

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

63. The Agreement’s Terms and Conditions contains an arbitration clause buried in its final article inconspicuously titled “Dispute Resolution”;

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

65. 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;

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

67. 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;

68. 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;

69. 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;

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

71. 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;

72. 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;

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

74. 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;

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

76. 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;

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

FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Unfair Trade Practices)

78. Plaintiffs incorporate the allegations of Paragraphs 1 through 60 as if restated verbatim herein;

79. 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;

80. 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;

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

82. 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;

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

84. 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;

85. 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;

86. 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;

87. As evidenced, in the first instance, by the record of victims, 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;

88. 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;

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

90. 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;

91. 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;

92. Plaintiffs have been damaged in the amount of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) as a result of the Defendants violations of the Act;

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

94. 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;

95. 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 AGAINST ALL DEFENDANTS
(Injunctive Relief Pursuant to §39-5-38(D)(1))

96. Plaintiffs incorporate the allegations of Paragraphs 1 through 60 as if restated verbatim herein;

97. Through Defendants' actions targeting visitors to the City of Charleston by 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;

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

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

100. 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;

101. 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 AGAINST ALL DEFENDANTS
(Equitable Relief – Rescission)

102. Plaintiffs incorporate the allegations of Paragraphs 1 through 60 as if restated verbatim herein;

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

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

105. 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;

106. That Defendants fraudulently misrepresented to Plaintiffs, the scarcity of discounted memberships, quality of reviews, their receipt of industry awards, 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;

107. 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 (\$5,595.00);

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

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

110. 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;

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

112. 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, Defendants' receipt of industry awards for the quality of the services Defendants provide; and the quality of the services Defendants provide to members were false and have been directly and proximately injured in the following respects:

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

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

115. 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)

116. Plaintiffs incorporate the allegations of Paragraphs 1 through 60 as if restated verbatim herein;

117. That the Defendants' representations with regard to the scarcity of discounted memberships, industry awards, services that meet participant's expectations were false;

118. 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;

119. That Defendants fraudulently misrepresented to Plaintiffs, the scarcity of discounted memberships, their receipt of industry awards, 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;

120. 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 Nine Hundred Ninety-Five and 00/100 Dollars (\$5,595.00);

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

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

123. 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;

124. Over the period since the Agreement was executed, the Plaintiffs have discovered the falsity of Defendants' representations regarding the scarcity of discounted memberships, Defendants' receipt of industry awards for the quality of the services Defendants provide; 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 Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) in actual damages, and,
- b. The costs of bringing this action, including court costs, expenses and legal fees;

FOR A SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
(Negligent Misrepresentation)

125. Plaintiffs reaffirm and reiterate all of the allegations in Paragraph 1 through 60 as if fully repeated and incorporated herein verbatim;

126. That Defendants made false representations to the Plaintiffs in stating that: 1) discounted memberships were scarce; 2) Defendants had received industry awards based upon the quality of the services provided, and 3) Defendants were able to provide services that meet participants' expectations;

127. 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;

128. 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;

129. 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, receipt of industry awards, and their ability to provide services that meet participants' expectations;

130. That Plaintiffs, having no other reliable information related to the scarcity of discounted memberships, Defendants' receipt of industry awards for their 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;

131. 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 Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) 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 Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) from the purchase of the Membership, and their reasonable attorneys' fees;
- (3) ruling that Defendants are committing ongoing violations or attempted violations of 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 Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) 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 Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00) 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,


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May 21, 2024
Charleston, South Carolina

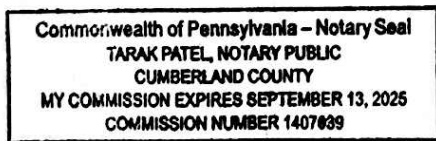
VERIFICATION OF COMPLAINT

I, Christopher Sawyer, 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.


Christopher Sawyer

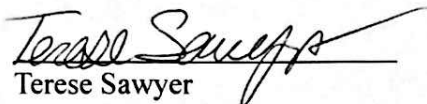
Sworn to before me this 17th day of May, 2024.


Notary Public for the State of Pennsylvania
My Commission Expires: 09/13/2025

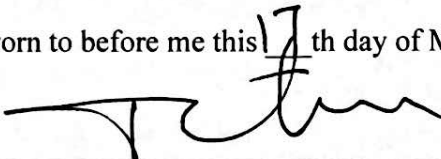


VERIFICATION OF COMPLAINT

I, Terese Sawyer, 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.


Terese Sawyer

Sworn to before me this 17th day of May, 2024.


Notary Public for the State of Pennsylvania
My Commission Expires: 09/13/2025

