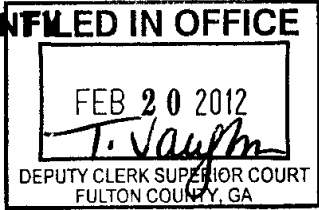


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IN THE SUPERIOR COURT OF FULTON COUNTY



STATE OF GEORGIA

JOHN D. SOURS, ADMINISTRATOR
FAIR BUSINESS PRACTICES ACT,

COMPLAINANT,

v.

THE VACATION STATION, LLC,
D/B/A C.T.A VACATIONS,
RANDY GARDNER, INDIVIDUALLY
AND
JOSEPH SHIRLEY, INDIVIDUALLY
RESPONDENTS.

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CIVIL ACTION FILE

NO. 2012CV211716

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SC Court of Appeals

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to O.C.G.A. § 10-1-390 *et seq.*, the Fair Business Practices Act ("FBPA"), John D. Sours, Administrator of the FBPA ("Administrator"), has initiated an investigation and examination of certain acts or practices of the Vacation Station, LLC, d/b/a C.T.A Vacations (hereinafter "the Company" or "Vacation Station"), Randy Gardner ("Gardner") individually and Joseph Shirley ("Shirley") individually (herein "Respondents"). Respondents are willing to enter into an Assurance of Voluntary Compliance, pursuant to O.C.G.A. § 10-1-402. It is therefore stipulated and agreed as follows:

I.

Respondents are now and have been for a period of time engaged in consumer transactions or consumer acts or practices in the conduct of trade or commerce in part or wholly within the State of Georgia, as defined in O.C.G.A. § 10-1-392.

II.

Respondent Vacation Station is a South Carolina corporation that sells travel club memberships in Georgia as C.T.A. Vacations. Its current Georgia place of business is at 425 E. River Street in Savannah, Georgia. Vacation Station also sold travel club memberships between December 2010 and August 2011 in Brunswick, Georgia and Atlanta, Georgia. Respondents Gardner and Shirley, along with their wives, Laura Gardner and Linda Shirley, are the owners of the two entities which own Vacation Station. Respondents Gardner and Shirley manage and direct the business activities of Respondent Vacation Station. Respondents may be served through their attorney, David Levine, Esq. at 6400 Powers Ferry Road, Suite 220, Atlanta, Georgia 30339.

III.

The parties acknowledge that jurisdiction is proper in the Superior Court of Fulton County.

IV.

The parties acknowledge that venue is proper in this Honorable Court.

V.

The Administrator alleges that the Respondents have used, are using, or are about to use unfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce as declared unlawful by O.C.G.A. § 10-1-390 *et seq.* Specifically, the Administrator alleges that Respondents have committed the following acts or practices:

- A. You operated an unlicensed buying service or club in violation of the FBPA's general prohibition on unfair and deceptive practices, O.C.G.A. § 10-1-393(a) and

O.C.G.A. § 10-1-593, which requires buying services or buying clubs in the State of Georgia to be licensed with the Governor's Office of Consumer Protection ("OCP").

- B. You failed to maintain the bond required of a buying service or club in the State of Georgia in violation of O.C.G.A. §§ 10-1-393(a) and 10-1-593 which require a buying service or club in the State of Georgia to maintain a \$25,000 bond on each location it operates within the State of Georgia.
- C. Your promotional materials failed to contain your name and address in violation of O.C.G.A. §§ 10-1-393(a) and 10-1-393(b)(16)(B), which require that a promotion notice shall contain the name and address of the promoter and/or of the sponsor.
- D. You required consumers to pay money in order to receive their prizes in violation of O.C.G.A. §§ 10-1-393(a) and 10-1-393(b)(16)(C), which prohibits consumers paying any money to receive any prize, including, but not limited to, payments for service fees, mailing fees, or handling fees payable to the sponsor or seller to receive any prize.
- E. You failed to disclose to consumers that they will be required to attend a sales presentation on your written notice in violation of O.C.G.A. §§ 10-1-393(a) and 10-1-393(b)(16)(F), which requires that any requirement or invitation to attend a sales presentation must be conspicuously disclosed to consumers in the written notice.
- F. You failed to notify consumers of the additional fees associated with your prizes, in violation of O.C.G.A. §§ 10-1-393(a) and 10-1-393(b)(16)(G), which require

that prize promotions must disclose in writing any additional fees necessary to receive the prize, in each place the prize is listed.

- G. Your promotional notice failed to conspicuously identify on its face that it is a commercial solicitation in violation of §§ 10-1-393(a) and 10-1-393(b)(27) which requires that any notice mailed to consumers regarding winning or receiving any prize in a promotion must conspicuously identify on its face that it is a commercial solicitation.
- H. You failed to allow consumers to cancel their contracts and/or refuse to honor consumers' refund requests in, violation of O.C.G.A. §§ 10-1-393(a) and 10-1-393(b)(16)(P), which provides that consumers may void within the ten day period following the receipt of their prize any promotion contracts that violate the FBPA. This is also a violation of O.C.G.A. § 10-1-597, which provide that consumers who join a buying service or club may cancel their membership by giving written notice of cancellation any time before midnight of the third business day following the date on which membership was purchased.

VI.

Respondents deny these allegations. However, pursuant to O.C.G.A. § 10-1-402, which provides that an assurance of voluntary compliance shall not be considered an admission of violation of the FBPA and the Georgia's Buying Club Services Act ("BSA") O.C.G.A. § 10-1-590 *et seq.* for any purpose, Respondents hereby enter into this Assurance of Voluntary Compliance ("Assurance") in order to resolve this matter without the necessity of formal legal action.

VII.

By accepting this Assurance, the Administrator agrees not to request the initiation of legal action against Respondents concerning the matters covered herein, subject, however, to the provisions of O.C.G.A. § 10-1-402.

VIII.

Upon breach of any of the provisions of this Assurance by the Respondents, the Administrator reserves the right to pursue formal legal action against the Respondents concerning the subject matter of this Assurance.

IX.

Respondents hereby acknowledge the receipt of a copy of the FBPA and the BSA. Respondents further acknowledge that they have knowledge of these laws and their provisions.

X.

Respondents further agree that, effective with the date of execution of this Assurance, Respondents, its officers, agents, employees or representatives, servants, and all persons acting in concert with the Respondents shall:

- A. Make every reasonable effort to act in full compliance with the FBPA;
- B. Bring Vacation Station in full compliance with the BSA, including but not limited to, by;
 - 1. Applying, within thirty (30) days from the execution of this Assurance, for a license for all Vacation Station's Georgia locations from the Administrator of the Governor's Office of Consumer Protection ("OCP") in compliance with O.C.G.A. §§ 10-1-592, 10-1-593 and 10-1-594;

2. Obtaining a \$25,000 bond with a surety company authorized to do business in this state payable to the Governor of Georgia for all Vacation Station's Georgia locations in compliance with O.C.G.A. § 10-1-593;
3. Submitting, within three (3) days of the date the execution of this Assurance, all contracts of membership to be used by Respondents to the Administrator of OCP for their approval prior to use by Respondents in compliance with O.C.G.A. §§ 10-1-596 *et seq*;
4. Ensuring that all Vacation Station's contracts of membership contain notices of cancellation which clearly and conspicuously disclose in boldface type of a minimum size of fourteen (14) points the consumer's right to cancel the contract by the midnight of the third business after the consumer signs the contract in compliance with O.C.G.A. § 10-1-598;
5. Providing to all consumers who cancel their contracts under the provisions of O.C.G.A. § 10-1-598 a total refund of their monies within ten (10) days of the date of the consumer's cancellation in compliance with O.C.G.A. § 10-1-598;
6. Ensuring that all Vacation Station's contracts of membership are valid for a term of eighteen (18) months or less from the date upon which the contract is signed and disclose the duration of the contract clearly and conspicuously in boldface type of a minimum size of fourteen (14) points in compliance with O.C.G.A. § 10-1-599;
7. Maintaining all consumer records in compliance with O.C.G.A. § 10-1-600;

C. Refrain from misrepresenting any aspect of the cost and nature of Vacation Station's

services including but not limited to:

1. Misrepresenting that your services and/or contracts are “lifetime” and/or “inheritable” or may be “willed” to your children at any sales presentations or promotional materials; and
 2. Misrepresenting your cancellation and/or refund policy in violation of O.C.G.A. §10-1-393(a).
- D. Refrain from misrepresenting and/or causing confusion or actual misunderstanding as to the source, sponsorship, approval or certification of your services by using the name, trademark, service mark and/or logo of any airline company, travel company, cruise company and/or hotel company in any advertisements, sales materials, promotion notices and sales presentations.
- E. Respondents further represent that no Georgia Vacation Station location currently utilizes promotion or prize notice or engages in promotions as defined by O.C.G.A. §§ 10-1-393(b)16. Respondents further agree that in the event that Vacation Station elects to use any promotions in the future, it will notify the Administrator of OCP and submit and obtain the Administrator’s approval of any promotion or prize notices as defined by the FBPA sixty (60) days prior to mailing of any promotion or prize notices.

XI.

As evidence of good faith efforts to comply with and carry out the terms of this Assurance, and in consideration of acceptance by the Administrator of this Assurance, Respondents further acknowledge and agree that each will observe the following policies and procedures:

- A. Simultaneous with the execution of this Assurance Respondents shall comply with the

following provisions:

1. Respondents shall provide a copy of this Order to Laura Gardner and Linda Shirley. Respondents shall further, within thirty (30) days from the execution of this Order, provide to OCP a notice of acknowledgement of receipt of this Order from Laura Gardner and Linda Shirley and containing their signatures. All notices required by this subparagraph shall be sent by mail to Shibani Baksi, Staff Attorney, Georgia Governor's Office of Consumer Affairs, 2 Martin Luther King, Jr. Drive, SE, Suite 356, Atlanta, Georgia 30334.
2. Respondents, and their successors and assigns, shall notify the Administrator at least thirty (30) days prior to any change that may affect compliance obligations arising under this Assurance, including but not limited to any change in ownership interest of Respondent Vacation Station, the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company or corporation; the proposed filing of a bankruptcy petition; or a change in the name(s) or alias(es) of Respondent Vacation Station. Provided, however, that, with respect to any proposed change about which the Respondents learn less than thirty (30) days prior to the date such action is to take place, Respondents shall notify the Administrator as soon as is practicable after obtaining such knowledge. All notices required by this subparagraph shall be sent by mail to Shibani Baksi, Staff Attorney, Georgia Governor's Office of Consumer

Affairs, 2 Martin Luther King, Jr. Drive, SE, Suite 356, Atlanta, Georgia
30334.

3. Consumer complaints

a) Within thirty (30) days of the execution date of this Assurance, Respondents shall establish policies that are designed to ensure timely responses to consumer complaints, in compliance with this Assurance; and;

b) For a period of twelve (12) months following the date of execution of this Assurance, Respondents shall create and retain records of all requests for refunds. The records shall be in the form of a log and must identify each consumer by name, address (including state), and telephone number; state the date on which the consumer's refund request was received by the Respondents; state the date of the refund request; and state the dates and details of responses to each refund request by either of the Respondents, or the Respondents' employees and/or agents; and the results of those responses. Respondents shall produce this log to the OCP at the quarterly intervals outlined below. Respondents understand and agree that OCP may, in the interim and any time thereafter, require that this log be produced for inspection and review by the Administrator or his designees; upon such a request by OCP, Respondents must produce the log to this Office no later than five (5) business days after Respondents receive the request. Failure to keep these records, or to timely produce them to OCP, will place

Respondents in default of this Assurance. The reports must be provided to OCP on a quarterly basis as follows:

January 2012 -March 2012	May 1, 2012
April 2012- June 2012	August 1, 2012
July 2012 – September 2012	November 1, 2012
October 2012- December 2012	February 1, 2013

4. Sales practices and materials

a) Following the execution date of this Assurance, Respondents will update language in sales receipts, brochures and training manuals and/or policies as necessary to reflect any alterations made as a result of the execution of this Assurance. Copies of these updated materials are to be delivered to OCP within sixty (60) days of the execution of this Assurance.

b) In connection with the training manual and/or policies instituted, established and/or used by Vacation Station, Respondents will ensure that all future employees, agents, and/or independent contractors who may engage in the solicitation and/or sale of goods and/or services to consumers receive a copy of the training manual and/or policies, which shall contain a statement of the applicable laws and regulations, as well as the requirement that all sales presentations comply with all aspects of those applicable laws and regulations

c) Ensure that all current and future employees, agents, and/or independent contractors sign a receipt acknowledging that they have

read the training manual and/or policies and will abide by them as a condition of their continued performance of services for the Company. Copies of these acknowledgements shall be maintained by the Company and will be made available for inspection by the Administrator or his designee upon request.

5. Monitoring

- a) For a period of twelve (12) months after the execution of this Assurance, OCP reserves the right to test shop Respondents' travel services sales presentations for the purpose of confirming compliance with this Assurance and state law and the test shoppers are not required to disclose that they are representatives of OCP when making contact with Respondents or their representatives;
- b) OCP may record any and all aspects of such solicitations or visits in audio or video form without notice to Respondents, and any sale that is commenced by a test shopper shall be voided by Respondents at the conclusion of the sale upon notification that said transaction was test shopping operation conducted by OCP; and
- c) Respondents will respond in a reasonably timely manner, but in no case to exceed five (5) business days to all inquiries made by OCP regarding the monitoring of Respondents' compliance with the applicable laws and advertising guidelines.

XII.

Respondents shall pay the following, simultaneous with the execution of this Assurance:

- A. A filing fee in the amount of **ONE HUNDRED FOUR AND 50/100 DOLLARS (\$104.50)** which shall be paid by certified check or money order made payable to “Clerk, Superior Court of Fulton County” and which shall be delivered to OCP.
- B. A civil penalty in the amount of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,00.00)**. The civil penalty shall be paid as following:
1. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before February 15, 2012;
 2. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before March 15, 2012;
 3. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before April 15, 2012;
 4. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before May 15, 2012;
 5. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before June 15, 2012;
 6. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before July 15, 2012;
 7. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before August 15, 2012;
 8. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before September 15, 2012;
 9. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before October 15, 2012;

10. Ten Thousand and 00/100 dollars (\$10,000) to be paid on or before November 15, 2012;

Each payment shall be made by cashier's check or certified money order made payable to the "Governor's Office of Consumer Protection." In the event, Respondents fail to make any of the payments by their due date, any and all remaining payments of the civil penalty as shall become immediately due and owing to the Administrator

- C. Restitution in the amount of **EIGHTY SEVEN THOUSAND TWO HUNDRED SIXTY FIVE AND 29/100 DOLLARS (\$87,265.29):**

1. Payment shall be made directly to the consumers identified in Exhibit "A", within thirty (30) days of execution of this Order, attached hereto and in the amounts set forth therein. Respondents shall send such payments in any manner that can be traced, including but not limited to, by certified mail or with delivery confirmation. . For consumers in Exhibit "A" who have received restitution from Respondent Vacation Station prior to the execution of this Order, Respondents will provide proof of restitution to these consumers to OCP within thirty (30) days of execution of this Order.
2. Respondents shall send or cause to be sent a letter to each consumer listed in Exhibit "A" notifying that consumer of the restitution (s)he will receive and that their contract with Vacation Station has been cancelled. A copy of each letter shall be sent to OCP by no later than thirty (30) days after mailing.
3. Copies of each cancelled check showing payment to each consumer identified in Exhibit "A" shall be sent to OCP by no later than April 30,

2012. If a given restitution check is not cancelled on or before April 30, 2012, then a copy of the document(s) that reflect the traceable mailing method outlined in Paragraph XII(C)(1), accompanying a copy of the restitution check may be sent to OCP in lieu of a copy of a cancelled check. For consumers listed in Exhibit "A" who received credit card chargebacks from their credit card company or whose credit cards payments to Vacation Station were reversed, Respondents shall provide a copy of the undisputed or uncontested reversal of all credit cards to OCP by no later than April 30, 2012.

4. If any payment to an affected consumer is returned as undeliverable, Respondents shall take or cause reasonable steps to be taken to locate that affected consumer. If, thereafter, the affected consumer still is not located by June 1, 2012, any funds payable under this Paragraph or due to such affected consumer whose last known address is in the State of Georgia but not deliverable, pursuant to this Assurance, shall be delivered to the Georgia Commissioner of Revenue pursuant to the provisions of the "Disposition of Unclaimed Property Act," O.C.G.A. § 44-12-190, *et seq.*, to be processed as set forth in that Act. Respondents shall provide whatever available information is requested by the Commissioner to handle the funds as unclaimed property. Respondents shall deliver a report to OCP by July 1, 2012, which details the amount that was delivered to the Commissioner for treatment as unclaimed property under the above referenced statute.

5. In the event, Respondents fail to make any payments as described herein or fail to timely provide proof of any such payments to OCP, all unpaid amounts shall become immediately due and owing to the Administrator to be distributed to those consumers who have not yet received the restitution called for herein. If the Administrator receives payment of less than the total that remains due hereunder, the payment shall be distributed to the remainder of consumers in the order and amount solely within the Administrator's discretion.

XIII.

Respondents shall provide compensatory relief to all consumers, excluding those identified in Exhibit "A" and those who cancelled their membership contracts with Vacation Station and/or accepted refunds from Company prior to the date of execution of this Assurance, according to the terms set forth in this Paragraph:

- A. Respondents will cancel the membership contracts and provide a full refund of all monies paid by consumers to Vacation Station to any consumers:
 1. Who entered into a membership contract within the state of Georgia with Vacation Station in the time period between December 1, 2010 and the date of execution of this Assurance,
 2. Who did not purchase from Vacation Station any travel services, including, but limited to airline tickets, cruises, hotel rooms and vacation packages in the time period between the date the consumers entered a membership contract with Vacation Services and the date of execution of this Assurance;

3. Who request a refund or cancellation of their membership contract with Vacation Station during the six (6) month time period after the execution date of this Assurance; and

4. Who submit their refund or cancellation requests in writing to Vacation Station or OCP.

B. Respondents will cancel the membership contracts of any consumers and provide a 50% refund of the full membership contract price to any consumers:

1. Who entered into a membership contract within the state of Georgia with Vacation Station in the time period between December 1, 2010 and the date of execution of this Assurance,

2. Who purchased from Vacation Services any travel services, including, but limited to airline tickets, cruises, hotel rooms and vacation packages in the time period between the date the consumers entered a membership contract with Vacation Services and the date of execution of this Assurance; and

3. Who request a refund or cancellation of their membership contract with Vacation Station or OCP during the six (6) month time period after the execution date of this Assurance; and

4. Who submit their refund or cancellation requests in writing to Vacation Station or OCP.

XIV.

The parties agree that the obligations imposed in Paragraph XII represent an administrative resolution and the agreed upon obligation of Respondents. Therefore, the

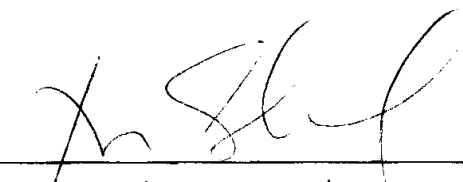
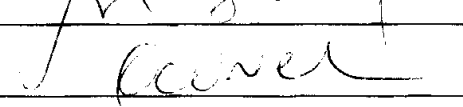
obligations are not subject to be discharged or set aside in any proceeding filed or held pursuant to Title 11 of the United States Code.

XV.

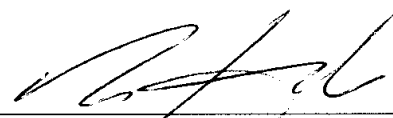
This Assurance, when accepted by the Administrator, will bind the Respondents and Respondents successors and/or assigns who take with notice of the terms and provisions of this Assurance. Respondents hereby agree to give notice of this Assurance to Respondents successors and/or assigns.

This Assurance, made and entered into by and between the undersigned parties, is effective upon the date of acceptance by the Administrator.


Proposed, consented and agreed to by:

By: 
Title 

SIGNATURES CONTINUED ON FOLLOWING PAGE

By: 
Owner
Title
INDIVIDUALLY AND ON BEHALF OF
THE VACATION STATION, LLC.

Sworn to and subscribed before me, this
30th day of January, 2012.


NOTARY PUBLIC
My commission expires: _____

My Commission Expires August 28, 2016

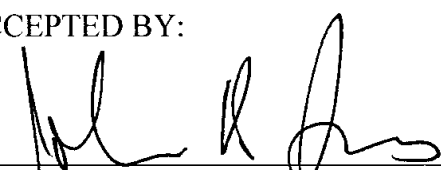
ACCEPTED BY:

John D. Sours, Administrator
Date: 15 February 2012

Exhibit A

	Consumer	Member number or contact information	Refund
1.	Alan and Christine Reddick	51736	\$4394.00
2.	Arthur and Jeannie Feinstein	80797-A	\$5593.00
3.	Coleman and Annette Green	51754	\$2995.00
4.	Gary and Shawndra Russell	51569	\$3500.00
5.	Hederick and Princess Barlay	80887A	\$600.00
6.	Hussian and Valerie Kareem	80973A	\$2995.00
7.	James and Edith Houg	51747	\$1124.79
8.	James and Patricia Mitchell	90176LR	\$6593.00
9.	Joseph and Linda Dotter	51552	\$3495.00
10.	Maarif and Reema Husgrin	80,936-A	\$1688.50
11.	Neil and Yvette Sperry	51571	\$2000.00
12.	Norman and Ruby Zanders	90207LR	\$5593.00
13.	Ntungwa and Arnetia Maasha	51676	\$2495.00
14.	Ronald and Janice Stover	51737-LR	\$3500.00
15.	Russell and Paula Denton	90165LR	\$3995.00
16.	Russell and Sharon Clostio	90206LR	\$5593.00
17.	Stephen and Judy Davis	51526	\$2500.00
18.	Thomas and Jackie Horton	51659	\$2995.00
19.	Tom and Anne Peckerd	51646	\$6394.00
20.	Wade and Dana Taylor	51602	\$1675.00
21.	Robert Junko	43551	\$625.00
22.	Angelia Hills	77 Perry Drive Midway, Georgia 31320 angiehills@live.com	\$4994.00
23.	Robert Fuller	(912)312-2393 185 Reese Drive Richmond Hill, Georgia 31324 Macarter85@bellsouth.net	\$1000.00
24.	Cindy Vodila	274 Kirk Lake Road Little Mountain, South Carolina 29075 vodilaharley@yahoo.	\$1141.00
25.	Jimmy Rice	90331LR	\$5593.00
26.	Gloria Harracksingh	80796A	\$3694.00

Total: \$87,265.29