

s/Abby Edwards Saunders
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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. Plaintiff, with his girlfriend, visited the County and City of Charleston, South Carolina from October 7-11, 2022;

11. On or about October 8, 2022, the Plaintiff was approached by an individual offering discounts to local sightseeing events and approximately One Hundred Dollars (\$100.00) if Plaintiff sat through a presentation that would give him the ability to save twenty to fifty percent on hotel and airfare expenses, as well as, 1 to 4 weeks vacation at select condominiums offered by Defendants VI and DT;

12. Plaintiff, with his girlfriend, arrived at the location on the pamphlet that day and was directed to another room with separate tables for each couple (all appeared to be older and retired) were provided with name tags, and instructed to “turn off your phones;”

13. Plaintiff now understands the instruction regarding the use of cell phones served to prevent either of the Plaintiff or his girlfriend and other couples from vetting the sales persons' representations about the VI services and Membership;

14. A Google search would have notified Plaintiff or his girlfriend of a substantial number of negative reviews online;

15. After a short wait, the participants were introduced to a speaker, who gave a sales presentation 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;

16. A speaker 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;

17. The speaker 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;

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

19. The speaker 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;

20. The speaker 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 any mark up;

21. The speaker 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;

22. The speaker 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;

23. The final graphic of the speaker's presentation described the Platinum Membership benefits, which the speaker explained was only available the day of the presentation at that location;]

24. At the conclusion of the 1.5 hour presentation, the speaker offered that if any of the couples signed up that day, the Defendants would waive the Three Hundred Ninety-Nine and 00/100 Dollars (\$399.00) document fee and the first year's dues of One Hundred Ninety-Nine and 00/100 Dollars (\$199.00);

25. Plaintiff was offered a 4 week condominium per year package for Nine Thousand Nine Hundred Ninety-Five and 00/100 Dollars; a 2 week condominium package per year for Seven Thousand Nine Hundred Ninety-Five and 00/100 Dollars; or a one week condominium package per year for Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars and would receive "huge" savings on the vacations booked through the travel membership;

26. Given all of the representations made in the presentation and the offered discounts, Plaintiff agreed to purchase a Membership for a one week condominium per year package;

27. The presenter produced a Purchase Agreement (the “Agreement”) and filled in its blanks with the date, Plaintiff’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). Plaintiff remembers two other couples purchasing more expensive packages after the presentation.

28. The presenter had Plaintiff sign the Agreement and instructed Plaintiff 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 Plaintiff sign it;

29. The presenter, in response to the Plaintiff’s question about the term “right of rescission,” stated that it dealt with real estate and since the Plaintiff was not buying a timeshare it did not relate or pertain to the Membership;

30. Presenter also represented to the Plaintiff that VI’s primary source of revenue was from the annual dues and not the Member Purchase Price payments;

31. After running Plaintiff’s credit card presenter compiled the signed paperwork, including the Agreement and the Acknowledgment, and provided them to the Plaintiff;

32. The presenter then provided Plaintiff with a coupon and a check for One Hundred and 00/100 Dollars (\$100.00);

33. As Plaintiff was escorted to the door to leave, the speaker stated to Plaintiff and his girlfriend, “Welcome to the family;”

34. Plaintiff first attempted to utilize the travel membership on a trip to Sante Fe, New Mexico, when Plaintiff discovered the membership may have provided a savings of five to ten percent (5 – 10%) of the inflated online pricing, which was not the promised discount;

35. Plaintiff contacted the Defendants VI and DT and was connected with Defendant Pumilla;

36. Defendant Pumilia and another representative, Lucinda, refused to listen to Plaintiff's concerns and simply restated their claims that the travel membership provided the promised savings;

37. Plaintiff scheduled a second trip through Defendant VI to Chatham Cape Cod, Massachusetts;

38. Plaintiff worked with VI operator, Jennifer, and upon arrival to his hotel discovered that VI cost him an extra Forty-Six and 00/100 Dollars (\$46.00), because Jennifer quoted the wrong price to Plaintiff, so Plaintiff had to pay that difference;

39. Plaintiff attempted to schedule a third trip to Montreal for three nights and were quoted a price of One Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$1,333.00);

40. However, during his planning, Plaintiff determined that a similar trip using an online application could be scheduled for One Thousand Four Hundred Five and 00/100 Dollars (\$1,405.00);

41. As a result, Plaintiff calculated that VI's pricing only afforded him a five percent (5%) discount compared to the online pricing available through other applications;

42. Following this discovery, Plaintiff spoke with two supervisors in Defendant Pumilia and the other named Kari, in an effort to claim that VI services had not lived up to the promises the Defendants' presenter had made to him in order to entice him to purchase the Membership;

43. Defendant Pumilia and Kari attempted to convince Plaintiff that their discounts were from inflated pricing which Plaintiff knew to be inaccurate based upon the research performed in preparation of scheduling his trip to Montreal;

44. Plaintiff explained that he knew Defendant Pumilia and Kari were lying to him and refused to accept their representations without verification, but neither Defendant Pumilia, nor Kari, would provide verification for their claims of savings of twenty to fifty percent (20 – 50%);

45. Plaintiff requested the cancellation of his Membership and the return of his initial Membership fee and his One Hundred Ninety-Nine and 00/100 Dollars (\$199.00) annual fee, but the Defendants refused;

46. After Plaintiff filed a complaint with the Better Business Bureau, Defendants returned Plaintiff's One Hundred Ninety-Nine and 00/100 Dollars (\$199.00) annual fee, but the Defendants continue to refuse to return the Membership fee of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00)

47. Plaintiff has since learned of the reviews by other purchasers of Defendant VI's travel membership regarding the deceptive tactics employed by the Defendants and the poor quality of the services offered by VI for owners of a Membership;

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

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

- a. A ban on cellphone usage which prevented Plaintiff 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 Plaintiff 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. Creating an incentive for participants to purchase a Membership in order to escape the undue influence that Defendants’ sales tactics generated;
50. 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;
51. The Agreement provided that:
- a. Plaintiff was entitled “to request up to a week 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” 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.”
52. Plaintiff attempted to utilize the services covered through the Agreement, but found the representations made by Defendants VI and DT, through their representatives, including the other Defendants, were false, misleading, deceptive and fraudulent;

53. Plaintiff contacted Defendants on several occasions, including Defendant Pumilia, to discuss his complaints regarding the false, misleading, deceptive and fraudulent representations, which he relied upon in purchasing the Membership, but Defendants have only refunded Plaintiff's One Hundred Ninety-Nine and 00/100 Dollars (\$199.00) and have refused to refund the Membership purchase price of Five Thousand Nine Hundred Ninety-Five and 00/100 Dollars (\$5,995.00).

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

54. The Plaintiff reaffirms and reiterates all of the allegations in Paragraphs 1 through 53 as if fully repeated and incorporated herein verbatim;

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

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

57. 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;

58. 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;

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

60. 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;

61. 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;

62. 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;

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

64. 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;

65. 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;

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

67. 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;

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

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

70. Pursuant to Rule 57, SCRPC, the Plaintiff requests a speedy hearing of this action;

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

71. Plaintiff incorporate the allegations of Paragraphs 1 through 53 as if restated verbatim herein;

72. 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;

73. 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;

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

75. 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;

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

77. 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;

78. 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;

79. Plaintiff was 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;

80. As evidenced, in the first instance, by the vast 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;

81. 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;

82. As a result of Defendants’ unfair and deceptive acts, Plaintiff has suffered monetary losses;

83. The deceptive representations and unfair practices employed on the Plaintiff were unconscionable and materially prevented the discovery of the true nature of the purported travel

membership, past victims, and its public perception, such that Plaintiff was unable to avoid the injuries that resulted from the Defendants' conduct;

84. 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 Plaintiff injury;

85. Plaintiff has 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;

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

87. 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;

88. Plaintiff is 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))

89. Plaintiff incorporates the allegations of Paragraphs 1 through 53 as if restated verbatim herein;

90. 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;

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

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

93. 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;

94. Upon information and belief, the Plaintiff believes 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)

95. Plaintiff incorporates the allegations of Paragraphs 1 through 53 as if restated verbatim herein;

96. Plaintiff entered into the Agreement based upon a mistake of fact;

97. 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;

98. 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 Plaintiff's decision to enter into the Agreement with VI and DT;

99. That Defendants fraudulently misrepresented to Plaintiff, 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;

100. Defendants made the misrepresentations to Plaintiff, with the intent that Plaintiff 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 (\$5,995.00);

101. That Plaintiff was without knowledge that the representations outlined above were false;

102. That Plaintiff relied on the representations outlined above in proceeding with the purchase of the Membership;

103. Plaintiff's 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;

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

105. Over the period since the Agreement was executed, the Plaintiff has 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:

106. That Plaintiff was induced to purchase the Membership from VI and DT based upon Defendants' fraud, deceit, misrepresentations and concealment;

107. That Plaintiff was not negligent in entering into the Agreement;

108. Plaintiff is entitled to the equitable remedy of rescission of the Agreement and compensate him for their related court costs;

FOR A FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

109. Plaintiff incorporates the allegations of Paragraphs 1 through 53 as if restated verbatim herein;

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

111. 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 Plaintiff's decision to enter into the Agreement with VI and DT;

112. That Defendants fraudulently misrepresented to Plaintiff, 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;

113. Defendants made the misrepresentations to Plaintiff, with the intent that Plaintiff 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 (\$5,995.00);

114. That Plaintiff was without knowledge that the representations outlined above were false;

115. That Plaintiff relied on the representations outlined above in proceeding with the purchase of the Membership;

116. Plaintiff's 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;

117. Over the period since the Agreement was executed, the Plaintiff has 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)

118. Plaintiff reaffirms and reiterates all of the allegations in Paragraph 1 through 53 as if fully repeated and incorporated herein verbatim;

119. That Defendants made false representations to the Plaintiff 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;

120. The Defendants had a pecuniary interest in making the false representations to Plaintiff because these facts, either considered in isolation or as a whole, supported the asking price for the discounted Membership presented to Plaintiff and without such circumstances the Plaintiff would not have paid the asking price or purchased the Membership;

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

122. That Defendants breached that duty of care to the Plaintiff when they communicated false information or otherwise recklessly disregarded the truth in their dealings with

the Plaintiff 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;

123. That Plaintiff, 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 Plaintiff, justifiably relied on the false information communicated by the Defendants prior to executing the Agreement;

124. That as a result of the Defendants' negligent misrepresentations, the Plaintiff 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 Plaintiff requests 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 Plaintiff is 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 Plaintiff to enter into the Agreement by way of fraudulent representations which they did not intend to perform and that Plaintiff is 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 Plaintiff;

- (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 Plaintiff;
- (7) such other and further relief as the Court may deem appropriate.

Respectfully submitted,

s/David W. Wolf

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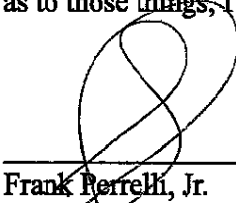
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Charleston, South Carolina

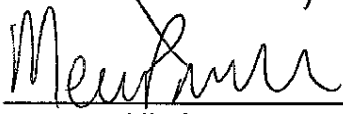
VERIFICATION OF COMPLAINT

I, Frank Perrelli, Jr., 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.



Frank Perrelli, Jr.

Sworn to before me this 4 th day of September, 2024.



Notary Public for the State of Connecticut
My Commission Expires:

 MELISSA PANTALEO
Notary Public, State of Connecticut
My Commission Expires Apr. 30, 2025