

1 CHOICES, LLC; CHOICE RESORT
2 VACATIONS, LLC and other yet unknown
3 Timeshare and Travel Related Businesses
4 and Jane Does and John Does,

5 Defendants.

6 Plaintiff, State of Washington, by and through its attorneys Robert W. Ferguson,
7 Attorney General, and Elizabeth J. Erwin, Senior Counsel, Assistant Attorney General, brings
8 this action against the defendants named below. The State alleges the following on
9 information and belief:

10 I. SUMMARY OF COMPLAINT

11 Plaintiff files this action alleging violations of the Consumer Protection Act and other
12 state laws based on Defendants' timeshare transfer and discount travel membership schemes.
13 Plaintiff also alleges spoliation of relevant evidence by the Defendants and the Defendants'
14 failure to properly secure consumers' personal and financial information obtained in the course
15 of their business practices.

16 II. PLAINTIFF

17 2.1 The Plaintiff is the State of Washington.

18 2.2 The Attorney General is authorized to commence this action pursuant to the
19 Washington Consumer Protection Act, RCW 19.86.080 and RCW 19.86.140; provisions of the
20 Debt Adjusting Act, RCW 18.28; provisions of the Sellers of Travel Act, RCW 19.138;
21 provisions of the Promotional Advertising of Prizes Act, RCW 19.170; and provisions of the
22 Disposal of Personal Information Act, RCW 19.215.

23 III. DEFENDANTS

24 3.1 Defendants **JONATHAN GIBBS** and **CHRISTINE GIBBS** are married, and
25 have been at all times relevant to the acts alleged. All acts done individually were also done in
26 furtherance of their marital community.

1 3.2 The **Gibbses** reside in Olympia at 3630 Pennant Court NW, Olympia,
2 Washington 98512; their current mailing address is P.O. Box 13199 Olympia, WA 98508.

3 3.3 The **Gibbses** are partners, officers, directors, shareholders and owners of the
4 companies listed in this Complaint. They individually and together, for the benefit of their
5 marital community, formulated, directed, created, executed, controlled, had the authority to
6 control, or participate in, and had knowledge of the acts and practices set forth in this
7 Complaint. They received significant proceeds from the businesses outlined in this Complaint.

8 3.4 Defendant **SUMMIT MARKETING ASSOCIATES, LLC** is a Delaware
9 limited liability company and is wholly-owned and operated by Defendants **Jonathan and**
10 **Christine Gibbs** for the benefit of themselves individually and for their marital community.
11 Defendant **Summit Marketing Associates, LLC** is doing business at 8120 Freedom Lane,
12 Suite 201, Lacey, Washington.

13 3.5 Defendant **Summit Marketing Associates, LLC** operated as the advertising,
14 marketing, call center, and sales company operated by the Defendants **Jonathan and**
15 **Christine Gibbs**. Defendants **Jonathan and Christine Gibbs** directed, controlled and carried
16 out, by themselves and through agents and employees, the acts, practices and activities of this
17 entity that are the subject of this Complaint.

18 3.6 Defendant **FINANCIAL RECOVERY SOLUTIONS, LLC** is a Delaware
19 limited liability company and is wholly-owned and operated by Defendants **Jonathan and**
20 **Christine Gibbs** for the benefit of themselves individually and for their marital community.
21 Defendant **Financial Recovery Solutions, LLC** is located at 8120 Freedom Lane NE, Lacey,
22 WA 98516.

23 3.7 The **Gibbses** created **Financial Recovery Solutions, LLC** as a holding
24 company for other timeshare LLCs operated by the **Gibbses**. Defendants directed, controlled
25 and carried out, by themselves and through agents and employees, the acts, practices and
26 activities of this entity that are the subject of this Complaint.

1 3.8 Defendant **WE COLLECT TIMESHARES LLC**, dba **Timeshare Freedom**,
2 is a limited liability company wholly-owned and operated by Defendants **Jonathan and**
3 **Christine Gibbs** for the benefit of themselves individually and for their marital community.
4 In 2007, **We Collect Timeshares, LLC** began doing business as Defendant **Timeshare**
5 **Freedom**. **We Collect Timeshares'** business address is 2405 Evergreen Park Drive, B1,
6 Olympia, WA. Its mailing address is PO Box 13199, Olympia, WA.

7 3.9 Defendants operated this business as a timeshare transfer sales company prior to
8 2010. Defendants directed, controlled and carried out, by themselves and through agents and
9 employees, the acts, practices and activities of this entity that are the subject of this Complaint.

10 3.10 Defendant **DIRECT TRANSFERS, LLC** is a Delaware limited liability
11 company and is wholly-owned and operated by Defendant **Christine Gibbs** for the benefit of
12 herself individually and for her marital community. **Direct Transfers, LLC** is doing business
13 as a timeshare transfer sales company operated by Defendants **Jonathan and Christine**
14 **Gibbs**. Direct Transfers' principle place of business is 5815 Lacey Boulevard SE, Box 3098,
15 Lacey, WA. 98503.

16 3.11 Defendants operated this business as a timeshare transfer sales company.
17 Defendants directed, controlled and carried out, by themselves and through agents and
18 employees, the acts, practices and activities of this entity that are the subject of this Complaint.

19 3.12 Defendant **PRUDENTIAL WEST, LLC** is a Delaware limited liability
20 company and is wholly-owned and operated by Defendant **Christine Gibbs** for the benefit of
21 herself individually and for her marital community. Defendant **Prudential West** is doing
22 business at 8120 Freedom Lane, Suite 201, Lacey, Washington and 9445 Coors Boulevard NW
23 #1027, Albuquerque, NM 87114. **Prudential West** does business in Washington State by
24 receiving telephone calls into a call center located at 1000 Cherry Street Olympia, WA 98501
25 and at 612 Woodland Square Loop Lacey, WA 98503.

1 3.13 Defendant **Prudential West** operated as a timeshare transfer sales company
2 operated by Defendants **Jonathan and Christine Gibbs**. Defendants directed, controlled and
3 carried out, by themselves and through agents and employees, the acts, practices and activities
4 of this entity that are the subject of this Complaint.

5 3.14 Defendant **SAFE HANDS TRANSFERS** is a Delaware limited liability
6 company and is wholly-owned and operated by Defendant **Christine Gibbs** for the benefit of
7 herself individually and for her marital community. Defendant **Safe Hands Transfer** does
8 business in Washington State located at 1000 Cherry Street Olympia, WA 98501 and at
9 612 Woodland Square Loop Lacey, WA 98503. Its mailing address is 4780 Ashford
10 Dunwoody Road, Suite A-504 Atlanta GA 30319.

11 3.15 Defendants operated this business as a timeshare transfer sales company
12 operated by Defendants **Jonathan and Christine Gibbs**. Defendants directed, controlled and
13 carried out, by themselves and through agents and employees, the acts, practices and activities
14 of this entity that are the subject of this Complaint.

15 3.16 Defendant **APEX PROFESSIONALS, LLC** is a Delaware limited liability
16 company and is wholly-owned and operated by Defendant **Christine Gibbs** for the benefit of
17 herself individually and for her marital community. Defendant **Apex Professionals, LLC** is
18 doing business at 1000 Cherry Street Olympia, WA 98501; 612 Woodland Square Loop Lacey,
19 WA 98503; 46 Iron Horse Drive, Suite B240, Alpine, WY 83128; 1135 Terminal Way,
20 Suite 106, Reno, NV 89502; 200 South Virginia Street, 8th Floor, Reno, NV 89501; and 6830
21 North Eldridge Parkway, Suite 101, Houston, TX 77041.

22 3.17 Defendants operated this business as a timeshare transfer sales company
23 operated by the Defendants **Jonathan and Christine Gibbs**. Defendants directed, controlled
24 and carried out, by themselves and through agents and employees, the acts, practices and
25 activities of this entity that are the subject of this Complaint.
26

1 3.18 Defendant **PREFERRED TRANSFERS, LLC** is a Delaware limited liability
2 company and is wholly-owned and operated by Defendant **Christine Gibbs** for the benefit of
3 herself individually and for her marital community. Defendant **Preferred Transfer** is located
4 at 855 Trosper Road, Suite 108-322, Tumwater, WA 98512; 1000 Cherry Street Olympia,
5 WA 98501 and 612 Woodland Square Loop Lacey, WA 98503.

6 3.19 Defendants operated this business as the escrow and title transferring business
7 for timeshare transfers. Defendants directed, controlled and carried out, by themselves and
8 through agents and employees, the acts, practices and activities of this entity that are the
9 subject of this Complaint.

10 3.20 Defendant **CORNERSTONE CLOSING, LLC** is a Washington business and
11 is wholly-owned and operated by Defendant **Christine Gibbs** for the benefit of herself
12 individually and for her marital community. Defendant **Cornerstone Closing, LLC** is located
13 at 1001 Cooper Point Road, #140-223, Olympia, WA 98502.

14 3.21 Defendants operated this business as the escrow and title transferring business
15 for timeshare transfers. Defendants directed, controlled and carried out, by themselves and
16 through agents and employees, the acts, practices and activities of this entity that are the
17 subject of this Complaint.

18 3.22 Defendant **GREAT TIMESHARE BARGAINS, LLC** is a Washington
19 business and Delaware limited liability company and is wholly-owned and operated by
20 Defendants **Jonathan and Christine Gibbs** for the benefit of themselves individually and for
21 their marital community. Defendant **Great Timeshare Bargains, LLC** is located at 700
22 Sleater Kinney Road, Suite B-157, Lacey, WA 98516.

23 3.23 Defendants created this entity as a shell company to hold title to timeshares sold
24 and transferred by the numerous sales companies operated by the **Gibbs**. Defendants directed,
25 controlled and carried out, by themselves and through agents and employees, the acts, practices
26 and activities of this entity that are the subject of this Complaint.

1 3.24 Defendant **MAR MAC ETT, LLC** is a Delaware limited liability company and
2 is wholly-owned and operated by Defendants **Jonathan and Christine Gibbs** for the benefit
3 of themselves individually and for their marital community. The address for Defendant **Mar**
4 **Mac ETT, LLC** is 16192 Coastal Highway, Lewes, DE 19958.

5 3.25 Defendants created this entity as a shell business to hold title to timeshares sold
6 and transferred by the numerous sales companies operated by Defendants **Jonathan and**
7 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
8 agents and employees, the acts, practices and activities of this entity that are the subject of this
9 Complaint.

10 3.26 Defendant **EAGLE VENTURE ASSOCIATES, LLC** is a Delaware limited
11 liability company and is wholly-owned and operated by Defendants **Jonathan and Christine**
12 **Gibb** for the benefit of themselves individually and for their marital community. The address
13 for Defendant **Eagle Venture Associates, LLC** is 16192 Coastal Highway, Lewes, DE 19958.

14 3.27 Defendants **Gibbs** created this entity as a shell company to hold title to
15 timeshares sold and transferred by the numerous sales companies operated by Defendants
16 **Jonathan and Christine Gibbs**. Defendants directed, controlled and carried out, by
17 themselves and through agents and employees, the acts, practices and activities of this entity
18 that are the subject of this Complaint.

19 3.28 Defendant **ELLIOT'S WORLD, LLC** is a Delaware limited liability company
20 and is wholly-owned and operated by Defendants **Jonathan and Christine Gibbs** for the
21 benefit of themselves individually and for their marital community. The address for Defendant
22 **Elliot's World, LLC** is 1160 Vierling Drive #0305 Skapoe, MN 55379.

23 3.29 Defendants created this entity as a shell company to hold title to timeshares sold
24 and transferred by the numerous sales companies operated by Defendants **Jonathan and**
25 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
26

1 agents and employees, the acts, practices and activities of this entity that are the subject of this
2 Complaint.

3 3.30 Defendant **GLOBAL ACQUISITION ASSOCIATES, LLC** is a Delaware
4 limited liability company and is wholly-owned and operated by Defendants **Jonathan and**
5 **Christine Gibbs** for the benefit of themselves individually and for their marital community.
6 The address for Defendant **Global Acquisition Associates, LLC** is 16192 Coastal Highway,
7 Lewes, DE 19958.

8 3.31 Defendants created this entity as a shell company to hold title to timeshares sold
9 and transferred by the numerous sales companies operated by Defendants **Jonathan and**
10 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
11 agents and employees, the acts, practices and activities of this entity that are the subject of this
12 Complaint.

13 3.32 Defendant **GOLDEN ROYALTY ADVISORS, LLC** is a Delaware limited
14 liability corporation and is wholly-owned and operated by Defendants **Jonathan and**
15 **Christine Gibbs** for the benefit of themselves individually and for their marital community.
16 The address for Defendant **Golden Royalty Advisors, LLC** is 16192 Coastal Highway,
17 Lewes, DE 19958.

18 3.33 Defendants created this entity as a shell company to hold title to timeshares sold
19 and transferred by the numerous sales companies operated by Defendants **Jonathan and**
20 **Christine Gibbs**. Defendants **Jonathan and Christine Gibbs** directed, controlled and carried
21 out, by themselves and through agents and employees, the acts, practices and activities of this
22 entity that are the subject of this Complaint.

23 3.34 Defendant **LUDDERS WINE, LLC** is a Delaware limited liability company
24 and is wholly owned and operated by Defendants **Jonathan and Christine Gibbs** for the
25 benefit of themselves individually and for their marital community. The address for Defendant
26 **Ludders Wine, LLC** is 646 South Main Street #155, Cedar City, UT 84720.

1 3.35 Defendants created this entity as a shell company to hold title to timeshares sold
2 and transferred by the numerous sales companies operated by Defendants **Jonathan and**
3 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
4 agents and employees, the acts, practices and activities of this entity that are the subject of this
5 Complaint.

6 3.36 Defendant **POY DEVELOPERS, LLC** is a Delaware limited liability
7 corporation and is wholly-owned and operated by Defendants **Jonathan and Christine Gibbs**
8 for the benefit of themselves individually and for their marital community. The address for
9 Defendant **Poy Developers, LLC** is 915 L Street, Suite C#182, Sacramento, CA 95814.

10 3.37 Defendants created this entity as a shell business to hold title to timeshares sold
11 and transferred by the numerous sales companies operated by **Jonathan and Christine Gibbs**.
12 Defendants directed, controlled and carried out, by themselves and through agents and
13 employees, the acts, practices and activities of this entity that are the subject of this Complaint.

14 3.38 Defendant **THE GOLDEN GRILL, LLC** is a Delaware limited liability
15 company and is wholly-owned and operated by Defendants **Jonathan and Christine Gibbs**
16 for the benefit of themselves individually and for their marital community. The address for
17 Defendant **The Golden Grill** is 2250 North Rock Road, Suite 118-213, Wichita, KS 67226.

18 3.39 Defendants created this entity as a shell business to hold title to timeshares sold
19 and transferred by the numerous sales companies operated by Defendants **Jonathan and**
20 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
21 agents and employees, the acts, practices and activities of this entity that are the subject of this
22 Complaint.

23 3.40 Defendant **THE MIDDLE SEAT, LLC** is a Delaware limited liability
24 company and is wholly-owned and operated by Defendants **Jonathan and Christine Gibbs**.
25 for the benefit of themselves individually and for their marital community. The address for
26 Defendant **The Middle Seat, LLC** is 16192 Coastal Highway, Lewes, DE 19958.

1 3.41 Defendants created this entity as a shell business to hold title to timeshares sold
2 and transferred by the numerous sales companies operated by Defendants **Jonathan and**
3 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
4 agents and employees, the acts, practices and activities of this entity that are the subject of this
5 Complaint.

6 3.42 Defendant **THE THROWN APPLE, LLC** is a Delaware limited liability
7 company and is wholly-owned and operated by Defendants **Jonathan and Christine Gibbs**
8 for the benefit of themselves individually and for their marital community. The address for
9 Defendant **The Thrown Apple, LLC** is 16192 Coastal Highway, Lewes, DE 19958.

10 3.43 Defendants created this entity as a shell business to hold title to timeshares sold
11 and transferred by the numerous sales companies operated by Defendants **Jonathan and**
12 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
13 agents and employees, the acts, practices and activities of this entity that are the subject of this
14 Complaint.

15 3.44 Defendant **ALEW, LLC** is a Delaware limited liability company and is wholly-
16 owned and operated by Defendants **Jonathan and Christine Gibbs** for the benefit of
17 themselves individually and for their marital community. Defendant **Alew, LLC** is located at
18 7435 Cooper Point Road NW, Olympia, WA 98502 and P.O. Box 11122, Olympia, WA
19 98508.

20 3.45 Defendants created this entity as a shell business to hold title to timeshares
21 sold and transferred by the numerous sales companies operated by Defendants **Jonathan and**
22 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
23 agents and employees, the acts, practices and activities of this entity that are the subject of this
24 Complaint.

25 3.46 Defendant **VAN DRIVER'S CONSULTING, LLC** is a Delaware limited
26 liability company and is wholly-owned and operated by Defendants **Jonathan and Christine**

1 **Gibbs** for the benefit of themselves individually and for their marital community. The address
2 for Defendant **Van Driver's Consulting, LLC** is 125 No 2nd Street, Suite 110-613, Phoenix,
3 AZ 85004.

4 3.47 Defendants created this entity as a shell business to hold title to timeshares
5 sold and transferred by the numerous sales companies operated by Defendants **Jonathan and**
6 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
7 agents and employees, the acts, practices and activities of this entity that are the subject of this
8 Complaint.

9 3.48 Defendant **CALLAHAN AND ZALINSKY ASSOCIATES, LLC** is a
10 Delaware limited liability company and is wholly-owned and operated by Defendants
11 **Jonathan and Christine Gibbs** for the benefit of themselves individually and for their marital
12 community. The address for Defendant **Callahan and Zalinsky Associates, LLC** is 11448
13 Pulaski Highway #475, Bear, DE 19701.

14 3.49 Defendants created this entity as a shell business to hold title to timeshares sold
15 and transferred by the numerous sales companies operated by **Defendants Jonathan and**
16 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through
17 agents and employees, the acts, practices and activities of this entity that are the subject of this
18 Complaint.

19 3.50 Defendant **ST HAMM MANAGEMENT, LLC** is a Delaware limited liability
20 company and is wholly-owned and operated by Defendants **Jonathan and Christine Gibbs**
21 for the benefit of themselves individually and for their marital community. The address for
22 Defendant **ST Hamm Management, LLC** is 364 East Main Street, Suite 328, Middleton, DE
23 19709.

24 3.51 Defendants created this entity as a shell business to hold title to timeshares sold
25 and transferred by the numerous sales companies operated by Defendants **Jonathan and**
26 **Christine Gibbs**. Defendants directed, controlled and carried out, by themselves and through

1 agents and employees, the acts, practices and activities of this entity that are the subject of this
2 Complaint.

3 3.52 Defendant **REALTIMESHAREHELP.com** is a domain name used by the
4 Defendants **Jonathan and Christine Gibbs** for email correspondence to consumers. No
5 address information is known at this time. Defendants **Jonathan and Christine Gibbs**
6 directed, controlled and carried out, by themselves and through agents and employees, the acts,
7 practices and activities of this entity that are the subject of this Complaint.

8 3.53 Defendant **TIMESHARE FREEDOM, LLC** is a Delaware limited liability
9 company and is wholly-owned and operated by Defendants **Jonathan and Christine Gibbs**
10 for the benefit of themselves individually and for their marital community. The address for
11 Defendant **Timeshare Freedom, LLC** is 111 West Port Plaza, Suite 600, Saint Lois, MO
12 63146.

13 3.54 In 2007, Defendant **We Collect Timeshares, LLC** began doing business as
14 Defendant **Timeshare Freedom**. Defendants directed, controlled and carried out, by
15 themselves and through agents and employees, the acts, practices and activities of this entity
16 that are the subject of this Complaint.

17 3.55 Defendant **TIMESHARE HOLDING COMPANY, LLC** is a Delaware
18 limited liability company and is wholly-owned and operated by Defendants **Jonathan and**
19 **Christine Gibbs** for the benefit of themselves individually and for their marital community.
20 Defendant **Timeshare Holding Company, LLC** is located at 1001 Cooper Point Road, #140-
21 223, Olympia, WA 98502.

22 3.56 Defendant **Timeshare Holding Company, LLC** was a shell company created
23 and operated by Defendants to hold title to timeshares sold and transferred by the numerous
24 sales companies operated by Defendants **Jonathan and Christine Gibbs**. Defendants
25 directed, controlled and carried out, by themselves and through agents and employees, the acts,
26 practices and activities of this entity that are the subject of this Complaint.

1 3.57 Defendant **VACATION CHOICES, LLC** is a Delaware limited liability
2 company and is wholly-owned and operated by Defendants **Jonathan and Christine Gibbs**
3 for the benefit of themselves individually and for their marital community. Defendant
4 **Vacation Choices, LLC** is located at 1000 Cherry Street SE, Suite 101, Olympia, WA 98501
5 and then 612 Woodland Square Loop, SE Suite 101, Lacey, WA 98503.

6 3.58 Defendant **Vacation Choices, LLC** is a business created by the Defendants to
7 advertise, market, promote and sell discount travel memberships. Defendants directed,
8 controlled and carried out, by themselves and through agents and employees, the acts, practices
9 and activities of this entity that are the subject of this Complaint.

10 3.59 Defendant **CHOICE RESORT VACATION, LLC** is a Delaware limited
11 liability company and is wholly-owned and operated by Defendants **Jonathan and Christine**
12 **Gibbs** for the benefit of themselves individually and for their marital community. Defendant
13 **Choice Resort Vacation, LLC** is located at 1000 Cherry Street SE, Suite 101, Olympia, WA
14 98501 and then 612 Woodland Square Loop, SE Suite 101, Lacey, WA 98503 and P.O Box
15 13199, Olympia, WA 98508.

16 3.60 Defendant **Choice Resort Vacation, LLC** is a business created by the
17 Defendants to advertise, market, promote and sell discount travel memberships. Defendants
18 directed, controlled and carried out, by themselves and through agents and employees, the acts,
19 practices and activities of this entity that are the subject of this Complaint.

20 3.61 All Defendants operated as a common enterprise while engaging in the unfair or
21 deceptive acts and practices and other violations of laws alleged herein. The Defendants have
22 conducted the business practices described herein through an interrelated network of
23 companies, that, at various times, shared owners, employees, company logos, letterhead,
24 business practices, telecommunications providers, websites, domain names, Internet providers,
25 expertise, customer testimonials, sales scripts, print advertisements, call centers, and have co-
26 mingled funds in conducting the deceptive sales and marketing and transfer campaigns

1 described in this Complaint. Because the Defendants have operated as a common enterprise,
2 each of them is jointly and severally liable for the deceptive acts and practices and violations of
3 laws alleged herein.

4 IV. FACTS

5 4.1 **TIMESHARE-RELATED BUSINESSES.** Defendants **Jonathan and**
6 **Christine Gibbs** (herein Defendants **Gibbses** or “the **Gibbses**”) are married. Beginning in
7 2007 and forward, they created, designed and operated 26 for profit businesses for various
8 purposes in their illegal timeshare transfer schemes at various locations in Thurston County.

9 4.2 Defendants **Jonathan and Christine Gibbs** made deceptive, false or
10 misleading statements to consumers in various advertisements, including by direct mailers,
11 postcards, internet websites, and radio. For example, they represented their timeshare transfer
12 companies would make “offers” to consumers wishing to sell their timeshares. The ads also
13 stated the **Gibbses** would immediately relieve consumers of their obligations to pay required
14 yearly maintenance fees, assessments, taxes or special assessments. Attachment A to this
15 Complaint contains a sampling of the ads used by the Defendants for their timeshare transfer
16 services.

17 4.3 Defendants operate a call center where incoming calls are answered by
18 employees who worked for the Defendants. After arranging for consumers to come to a
19 location to hear the “offer” on their timeshares, the Defendants would deploy sales companies
20 to conduct timeshare sales presentations all around the United States. Using deceptive,
21 misleading and/or false advertisements, sales pitches and documents, all approved and created
22 by the Defendants, thousands of timeshares were illegally transferred. Consumers paid
23 thousands of dollars to various **Gibbs** businesses for transfer services.

24 4.4 Defendants made deceptive, misleading and/or false claims during the
25 scheduling of sales presentations and during the actual sales presentations. These claims
26 include but are not limited to the following deceptive or unfair statements from Defendants’

1 call center employees: consumers were told sales staff were in the consumer's local area for a
2 limited time seeking selected timeshares; that the call center staff had no knowledge or
3 familiarity with the **Gibbses**; that the call center were not affiliated with the timeshare
4 companies and were only used by the **Gibbses** to set up calls and appointments. Defendants
5 instructed them to deny any knowledge of the timeshare businesses or the advertised "offer" in
6 setting up sales presentations. If call center employees encountered reluctant consumers,
7 Defendants instructed them to use high pressure sales tactics, including misrepresentations to
8 get consumers to attend a timeshare transfer sales pitch. Some of these statements included
9 representations that consumers would receive cash offers for their timeshares at sales
10 presentations.

11 4.5 On numerous occasions, Defendants **Jonathan and Christine Gibbs, Summit**
12 **Marketing, Financial Recovery Solutions, Direct Transfers, Safe Hands, Apex**
13 **Professionals, and We Collect Timeshares** by and through their managing employees,
14 instructed sales representatives, agents and other employees to provide information to
15 consumers that was false, unfair, deceptive, or misleading during sales presentations, which
16 include but are limited to:

17 (a) Providing *tax advice* to consumers as a means to induce consumers to
18 transfer their timeshares, unknowingly, to the Defendants;

19 (b) Misrepresenting to consumers the *inheritance rights of timeshare*
20 *property or timeshare points* as a means of inducing the purchase of their timeshare
21 transfer services. Statements included claims that the children of the timeshare owners
22 would be required to continue paying costs and fees of the timeshares after the death of
23 the owners;

24 (c) Misrepresenting to consumers the services consumers would receive as a
25 result of purchasing the defendants' timeshare transfer services. Sales staff and
26 employees misrepresented that the Defendants conducting the sales would *pay the*

1 *consumers' ongoing financial obligations, yearly maintenance fees, assessments, taxes*
2 *or special assessments* when the consumer signed up for the timeshare transfer services
3 and until the timeshare was transferred to a new owner. The Defendants are in default
4 and foreclosure on most of the timeshares they now "own" or transferred to their shell
5 corporations; and/or to individual "straw buyers" Defendants paid to place their names
6 on title or ownership documents are foreclosure;

7 (d) Misrepresenting to consumers the *cancellation rights* consumers had by
8 purchasing timeshare transfer services. Sales representatives and employees
9 misrepresented to consumers that consumers would be able to cancel within three (3)
10 days of signing contracts with the defendants;

11 (e) Misrepresenting to consumers the *closing, escrow and title services*
12 *consumers would receive as a result of purchasing the Defendants' timeshare transfers*
13 *services*. Call center staff, sales staff, and employees misrepresented that the
14 companies completing the closing, title and escrow services were unrelated to the sales
15 companies selling the Defendants' timeshare transfer services. Representations and
16 advertisements included statements that Defendants **Preferred Transfers, LLC** and
17 **Cornerstone Closing LLC** were independent third party closing companies.

18 4.6 When consumers complained to Defendants **Jonathan and Christine Gibbs,**
19 **Summit Marketing, Direct Transfers, Safe Hands, Apex Professionals, and We Collect**
20 **Timeshares** about the failure of the Defendants to timely transfer their timeshare, Defendants
21 instructed employees to provide false information about the status of their timeshare. Some of
22 the *false statements to consumers include*: claiming the resort was untimely in responding to
23 transfers, claiming the consumer failed to submit proper paperwork, and that the consumer was
24 in default to the Defendants. In some cases, Defendants instructed their employees to submit a
25 change of address form on behalf of the consumer to the resorts. This resulted in consumers no
26 longer receiving notices of the defaults, delinquencies and other fees associated with their

1 timeshare. This conduct resulted in consumers believing their timeshare had been transferred
2 by the Defendants and that the Defendants had paid all outstanding fees when neither occurred.

3 4.7 Unbeknownst to the consumers, the **Gibbses** directed Defendant companies to
4 transfer title of timeshares into one of at least fourteen (14) *known shell companies Jonathan*
5 *and Christine Gibbs created and owned for purposes of holding timeshare ownerships and*
6 *titles*. The **Gibbses** never disclosed to consumers their own shell companies were the new
7 owners of the consumers' timeshares or that they would, in some cases, transfer the timeshare
8 back to the resorts for free or allowed the timeshare to go into default or foreclosure. The
9 **Gibbses** are now in default on transferred timeshares in the names of the shell companies listed
10 herein or in the names of the straw buyers the **Gibbses** paid for their signatures on timeshare
11 transfer documents.

12 4.8 The transfer services offered by the Defendants were not bona fide transfers of
13 ownership to a third party as advertised and stated in contracts used by the Defendants.
14 Defendants *obtained title from consumers by deceptive, misleading and/or false statements*
15 *concerning the service they provided*. Defendants **Great Timeshare Bargains LLC, Mar**
16 **Mac ETT LLC, Eagle Venture Associates LCC, Elliot's World LLC, Global**
17 **Acquisition Associates LLC, Golden Royalty Advisors LLC, Ludders Wine LLC, POY**
18 **Developers LLC, The Golden Grill LLC, The Middle Seat LLC, The Thrown Apple**
19 **LLC, ALEW LLC, Van Driver's Consulting LLC, Callahan and Zalinsky Associates**
20 **LLC, ST Hamm Management LLC, Global Acquisitions Associates LLC and other**
21 **unnamed defendants** are in default and foreclosure for non-payment for yearly mortgage
22 payments, maintenance fees, assessments, taxes or special assessments or other ownership fees
23 to the timeshare resorts. Nor have these entities exercised other ownership rights.

24 4.9 Timeshare resorts, when they accepted transfers of ownership from the
25 Defendants, were never told that by accepting transfers from the Defendants, the resorts would
26

1 no longer receive payments for yearly maintenance fees, assessments, taxes, or special
2 assessments or other ownership fees.

3 4.10 **Defendants Jonathan and Christine Gibbs** would also transfer timeshare
4 points and land titles to individuals when the timeshare resort refused to accept a corporate or
5 company owner. Defendants paid individuals (straw buyers) for the use of their signature on
6 thousands of timeshare deeds and other timeshare title and ownership documents in Thurston
7 County and elsewhere in the State of Washington, as well as in other states. These individuals,
8 include but are not limited to:

9 Shanta Grover, Keith Barkas, Yvonne Barkas, George Barkas, Cynthia Barkas,
10 Stella Dirks, Charles Banyard, Timothy Jackson, and Ruthie Hayes.

11 4.11 At no time have these individuals exercised property ownership rights on the
12 thousands of timeshares transferred into their names by the **Gibbses**. Nor have they made
13 payments required by timeshare resorts for maintenance and operation fees as stated would
14 occur by the Defendants in their timeshare transfers representations. These individuals are in
15 default and foreclosure on the timeshares transferred to them by the Defendants.

16 4.12 The **Gibbses** transferred title of timeshares through Defendants **Preferred**
17 **Transfers, LLC and Cornerstone Closing, LLC** to shell companies and to straw buyers in
18 order to represent to consumers and timeshare resorts that new timeshare owners had been
19 secured. The **Gibbs'** companies represented to both consumers and timeshare resorts that
20 these new "owners" would take over mortgage payments, yearly maintenance fees,
21 assessments, taxes, or special assessments and other costs owed to the timeshare resorts. These
22 shell companies and straw buyers are in default (and foreclosure) on the promised payments
23 and other ownership obligations owed to timeshare resorts.

24 4.13 The **Gibbses** directed these transfers while knowing the straw buyers and their
25 own shell companies would not exercise ownership control, rights, or obligations for the
26 timeshares they owned in this scheme.

1 **LIEN RELEASE SERVICES:**

2 4.14 As part of their timeshare transfer services, the Defendants **Jonathan and**
3 **Christine Gibbs, Summit Marketing, Financial Recovery Solutions, Direct Transfer, Safe**
4 **Hands, Prudential West, and Apex Professionals** created, directed, designed and controlled
5 the Lien Release Program. The Lien Release Program is a debt adjustment service as defined
6 in RCW 18.28, the Debt Adjusting Act.

7 4.15 Through various print advertisements, marketing materials, and sale
8 presentations to consumers, Defendants claim to specialize in freeing timeshare owners of their
9 legal *obligations to pay mortgages or contracts for the purchase of timeshares*, both titled
10 timeshares and point-based system timeshares. Defendants have sold hundreds of contracts for
11 the Lien Release Program services to consumers. Charges for this service ranged from \$1,000
12 to \$20,000 or more. While conducting business in Thurston County, Defendants have also
13 sold and processed hundreds of contracts selling the Lien Release Program nationally in
14 violation of RCW 18.28 and RCW 19.86. Attachment B to this Complaint contains a sampling
15 of the ads used by the Defendants for their timeshare transfer services related to their Lien
16 Release Program.

17 4.16 The Debt Adjusting Act sets forth specific prohibitions related to
18 advertisements. Defendants made advertising statements regarding timeshare transfer services
19 related to the Lien Release Program that violated provisions of the Debt Adjusting Act. These
20 claims include but are not limited to deceptive, false, or unfair statements contained in
21 postcards, flyers, print ads, internet websites, radio advertisements and other marketing
22 methods.

23 4.17 The Defendants failed to disclose to consumers that using the Lien Release
24 Program may *adversely affect consumers' creditworthiness*; may result in consumers being
25 subject to collections, foreclosure, suits by creditors or other debt collectors; an increase in the
26

1 amount of money owed; increased accrual of fees and interest for non-payment; and may
2 subject consumers to the foreclosure.

3 4.18 In some of the Lien Release Program transactions, Defendants **Jonathan and**
4 **Christine Gibbs** directed their agents and employees to contact resorts and to *impersonate*
5 *consumers without their permission*. Defendants **Jonathan and Christine Gibbs'** agents and
6 employees would impersonate consumers as part of the Lien Release Program in order to
7 negotiate a release or deduction of the debt owed to the resort. **Defendants Jonathan and**
8 **Christine Gibbs** directed their agents and employees to make deceptive, misleading and/or
9 unfair statements to resorts, on behalf of consumers.

10 4.19 Defendants charged *fees in excess of the lawful maximum amount* for claiming
11 to adjust timeshare debts. The total fee for debt adjusting services may not exceed fifteen
12 percent of the total debt listed by the debtor on the underlying contract. Defendants, in
13 operating their Lien Release Program, charged hundreds of consumers in excess of 15%.

14 4.20 The fee retained by a debt adjuster from any one payment made by or on behalf
15 of the debtor may not exceed fifteen percent of the debt owed. *Defendants retained more than*
16 *fifteen percent of the debt* and required more than fifteen percent of the debt in one, upfront
17 payment in thousands of transactions.

18 4.21 A debt adjuster may make an initial charge of up to twenty-five dollars which
19 shall be considered part of the total fee. If an initial charge is made, no additional fee may be
20 retained which will bring the total fee retained to date to more than fifteen percent of the total
21 payments made to date. *Defendants charged more than twenty-five dollars for the initial*
22 *charge* in every contract for their Lien Release Program.

23 4.22 In the event of *cancellation or default* on performance of the contract by the
24 debtor prior to his or her successful completion in extinguishing the debt, the debt adjuster may
25 collect in addition to fees previously received, six percent of that portion of the remaining
26 indebtedness listed on the contract which was due when the contract was entered into, but not

1 to exceed twenty-five dollars. Defendants retained more than six percent of the remaining
2 indebtedness after consumers cancelled or defaulted on their timeshare mortgages in hundred
3 of transactions in the Lien Release Program.

4 4.23 A debt adjuster shall not be entitled to retain any fee *until notifying all creditors*
5 *listed by the debtor that the debtor has engaged the debt adjuster* in a program of debt
6 adjusting. *Defendants required consumers not to tell resorts (creditors) they retained any of*
7 *the Defendants to negotiate their exiting debt nor did the Defendants identify themselves to*
8 *resorts.*

9 4.24 The Debt Adjusting Act sets forth the *requirements for every contract* between
10 a debt adjuster and the debtor. Defendants' contracts failed to contain required disclosures and
11 other required terms.

12 4.25 The Debt Adjusting Act sets forth the *record keeping requirements* for debt
13 adjusters. Defendants failed to provide consumers with the required records, accountings and
14 notifications required.

15 4.26 The Debt Adjusting Act requires any payment received by a debt adjuster to be
16 *held in trust by the debt adjuster* from the moment it is received. Defendants failed to establish
17 trust accounts for fees received from the Lien Release Program contracts. Defendants never
18 held such monies in trust.

19 **TRAVEL CLUB MEMBERSHIP BUSINESSES.**

20 4.27 In 2011 Defendants **Jonathan and Christine Gibbs** diversified their illegal
21 business activities to include two discount travel club membership business. Defendants
22 **VACATION CHOICES, LLC** and **CHOICE RESORT VACATIONS, LLC** are the
23 companies that comprise the Defendants **Jonathan and Christine Gibbs** discount travel
24 membership business. These businesses were based in Thurston County. The **Gibbses**
25 created, advertised, marketed and sold travel or vacation "discount" club memberships.
26 Travel club membership businesses are required to follow RCW 19.138, the Sellers of Travel

1 Act and if they involve promotional free inducements they must comply with RCW 19.170, the
2 Promotional Advertising of Prizes Act.

3 4.28 **VACATION CHOICES, LLC** sent postcards to residents of Thurston County,
4 as well as to residents of the State of Washington and across the nation. The postcards and
5 other advertisements informed consumers they were awarded free travel or leisure activities.
6 These advertisements contained deceptive, misleading, and/or false statements. In some cases,
7 the postcards identified the sender and the entity offering “free” travel as *Alaska Airlines*. The
8 postcard was designed to look like it was issued from *Alaska Airlines* offering free travel when
9 it was actually sent by Defendant **Vacation Choices, LLC**. Attachment C to this Complaint
10 contains a sampling of the Defendants’ advertisements for its travel club membership business.

11 4.29 The postcards and fake boarding passes contained the *Alaska Airlines* logo,
12 name, and a copyrighted and trademarked depiction of its airplane. Some postcards also
13 contained false mileage club numbers, flight numbers, seat assignments, flight information, e-
14 ticket numbers and boarding gate information.

15 4.30 The postcards depicted the trademarks of *Alaska Airlines* (rather than the
16 names of the Defendants) to deceive and mislead consumers. By branding **Vacation Choices’**
17 marketing materials with only *Alaska Airlines’* trademarks, consumers contacted **Vacation**
18 **Choices**—believing they were contacting *Alaska Airlines*.

19 4.31 The postcards also misrepresented that *Alaska Airlines* was “a major supplier”
20 of the offer set forth within the postcard. *Alaska Airlines* was not a major supplier of the offer
21 set forth by the Defendants.

22 4.32 The postcards and other advertisements, contracts, and services offering
23 discount travel club memberships were deceptive, misleading and/or false in violation of
24 provisions of RCW 19.138, Sellers of Travel and RCW 19.170, Promotional Advertising of
25 Prizes and thus per se violations of the Consumer Protection Act.
26

1 4.33 Provisions of the Sellers of Travel Act set forth advertising restrictions and
2 record keeping requirements. Defendants failed to produce evidence of compliance with these
3 provisions. They did not confirm, prior to advertising, that the products were available with
4 various airlines, hotels, business affiliates or other entities. Nor did the Defendants produce
5 various records to demonstrate compliance with the provision.

6 4.34 Provisions of the Sellers of Travel Act require specific cancellation and refund
7 procedures pertaining to the sale of travel club memberships and services. The Defendants
8 failed to provide refunds in accordance with this chapter.

9 4.35 The Seller of Travel Act requires that the Defendants' registration numbers to
10 be conspicuously included in all advertisements. None of the advertising provided or obtained
11 in the course of the investigation contain the Defendants' Seller of Travel registration numbers.

12 4.36 The Promotion Advertising of Prizes Act sets forth required disclosures. The
13 offer of every prize must state the verifiable retail value of each prize. None of the advertising
14 provided in the course of the investigation contain the required information for this and other
15 disclosure provisions of the Act.

16 **SPOLIATION AND DISPOSAL OF PERSONAL INFORMATION.**

17 4.37 In the course of investigating the allegations contained in this Complaint, the
18 State served the Defendants with numerous Civil Investigative Demands pursuant to the
19 Consumer Protection Act, RCW 19.86.110. The Demands included requests for written
20 responses and documents. The Demands' instructions contain clear directives not to destroy
21 evidence and to supply responsive documents unless the Defendants obtained a court order
22 limiting the requests or responses. No such order was obtained by the Defendants.

23 4.38 In the course of the investigation the State learned *responsive documents were*
24 *destroyed by* employees of the Defendants **Jonathan and Christine Gibbs** and at the direction
25 of the Defendants.
26

1 the Sellers of Travel Act, RCW 19.138; the Promotional Advertising of Prizes Act,
2 RCW 19.170; and the Disposal of Personal Information Act, RCW 19.215.

3 5.2 The authority of the Attorney General to commence this action is conferred by
4 RCW 19.86.080, RCW 19.86.140, RCW 19.215.020, RCW 19.138.290, RCW 19.170.010, and
5 RCW 19.215.020.

6 5.3 The Defendants engaged in the conduct set forth in this Complaint in
7 Thurston County and elsewhere in the State of Washington.

8 5.4 Venue is proper in Thurston County pursuant to RCW 4.12.020 and
9 RCW 4.12.025. Many, if not all, of the defendants' businesses are located in Thurston County.
10 Most, if not all of the Defendants' business conduct, as described herein, occurred or was
11 transacted in Thurston County. Finally, the individual defendants, **Jonathan and Christine**
12 **Gibbs** reside in Thurston County.

13 5.5 This Court has subject matter jurisdiction over this Complaint under the laws of
14 the State of Washington.

15 VI. NATURE OF TRADE OR COMMERCE

16 6.1 Defendants are now, and have been at all times relevant to this lawsuit, engaged
17 in the for-profit businesses of selling timeshare transfer services and travel club memberships.
18 While conducting business in Thurston County, Defendants have sold and processed thousands
19 of contracts and real estate documents or other title documents conveying timeshare transfer
20 services to Thurston County residents and to consumers all over the nation. Defendants used
21 unfair and deceptive acts and practices as outlined in this Complaint and to be proven at trial to
22 sell timeshare transfer services. Such conduct constitutes trade or commerce within the
23 meaning of RCW 19.86.010 and RCW 19.86.020. Additionally, Defendants are now, and
24 have been at all times relevant to this lawsuit, engaged in trade or commerce within the
25 meaning of RCW 19.86.010 and RCW 19.86.020 by offering for sale the "Lien Release
26 Program" wherein the Defendants claim to specialize in freeing timeshare owners of their legal

1 obligations to pay mortgages entered into to purchase timeshares. Defendants have sold
2 hundreds of contracts selling the Lien Release Program to Washington residents. While
3 conducting business in Thurston County, Defendants have also sold and processed thousands
4 of contracts selling the Lien Release Program to consumers all over the nation.

5 6.2 Defendants are now, and have been at all times relevant to this lawsuit, engaged
6 in trade or commerce within the meaning of RCW 19.86.010 and RCW 19.86.020 by offering
7 for sale discount travel club memberships. Defendants have sold hundreds of contracts for
8 membership in its travel club to Washington residents. While conducting business in Thurston
9 County, Defendants have also sold and processed thousands of contracts selling its discount
10 travel memberships nationally.

11 6.3 Substantial sales for all products and services alleged herein were made through
12 mail, radio and telephone marketing to consumers. Substantial sales for all products and
13 services alleged herein were made through live, in-person sales presentations.

14 6.4 Defendants are engaged in lines of business that must comply with the
15 Consumer Protection Act, RCW 19.86.020; the Debt Adjusting Act, RCW 18.28; the Sellers of
16 Travel Act, RCW 19.138, Promotional Prizes Act, RCW 19.170 and the Disposal of Personal
17 Information Act, RCW 19.215.

18 6.5 Any violation of RCW 18.28, RCW 19.138 and 19.170 is a *per se* violation of
19 the Consumer Protection Act. RCW 19.215.020(6) authorizes the Attorney General to bring a
20 civil action for damages, injunctive relief, or both if the Disposal of Personal Information Act
21 is violated.

22 6.6 Each of the allegations in this Complaint refers back to the conduct that has
23 occurred. Plaintiff alleges that the described conduct is a material part of the Defendants'
24 business practices and is continuing or will continue.

25 6.7 At all times relevant to this action, the Defendants have been in competition
26 with others engaged in similar activities in the state of Washington.

1 **VII. FIRST CAUSES OF ACTION - MISREPRESENTATIONS**

2 7.1 Plaintiff realleges paragraphs 1.1 through 6.7 and incorporates them herein as if set
3 forth in full.

4 7.2 In the course of conducting their businesses—both the timeshare transfer and
5 travel club membership business—Defendants made numerous misrepresentations and failed to
6 disclose material terms as alleged and contained in paragraphs 1.1 through 6.7. Such conduct
7 constitutes unfair or deceptive acts or practices in trade or commerce, and/or unfair methods of
8 competition in violation of RCW 19.86.020, is contrary to the public interest, and is not
9 reasonable in relation to the development and preservation of business.

10 **VIII. SECOND CAUSE OF ACTION - DECEPTIVE ADVERTISING**

11 8.1 Plaintiff realleges paragraphs 1.1 through 7.2 and incorporates them herein as if
12 set forth in full.

13 8.2 Each year, and for each business they operated, Defendants caused deceptive
14 advertising to be sent via the U.S. mails, internet, websites, radio, telephones and in person sales
15 presentations, to thousands of consumers, including consumers in the State of Washington.

16 8.3 The deceptive advertising described within this Complaint are unfair or deceptive
17 acts and practices or unfair methods of competition in violation of RCW 19.86.020, are contrary
18 to the public interest, and are not reasonable in relation to the development and preservation of
19 business.

20 **IX. THIRD CAUSE OF ACTION - DEBT ADJUSTING ACT AND THE**
21 **CONSUMER PROTECTION ACT**

22 9.1 Plaintiff realleges paragraphs 1.1 through 8.3 and incorporates them herein as if set
23 forth in full.

24 9.2 Defendants' Lien Release Program constitutes a debt adjustment business as
25 defined in RCW 18.28. Defendants' business practices violate RCW 18.28 as outlined herein.
26

1 Pursuant to RCW 18.28.185, violations of RCW 18.28 are *per se* violations of RCW 19.86 the
2 Consumer Protection Act.

3 9.3 Notwithstanding RCW 18.28.155, the practices described within this Complaint
4 are unfair or deceptive acts and practices or unfair methods of competition in violation of
5 RCW 19.86.020, are contrary to the public interest, and are not reasonable in relation to the
6 development and preservation of business.

7 **X. FOURTH CAUSE OF ACTION - FAILURE TO REFUND**

8 10.1 Plaintiff realleges paragraphs 1.1 through 9.3 and incorporates them herein as if set
9 forth in full.

10 10.2 Defendants materially misrepresented or failed to disclose and breached the terms
11 and conditions of obtaining a refund in their timeshare transfer and discount travel club
12 membership businesses. Defendants provided consumers with false or misleading information on
13 how to obtain a refund. Defendants failed to timely, fully and adequately make refunds to
14 consumers. Defendants converted valid refunds owed to consumers. The conduct described in
15 this Complaint constitutes unfair or deceptive actor or practices in trade or commerce and unfair
16 methods of competition in violation of RCW 19.86.020, is contrary to the public interest, and is
17 not reasonable in relation to the development and preservation of business.

18 **XI. FIFTH CAUSE OF ACTION - SELELR OF TRAVEL ACT AND THE**
19 **CONSUMER PROTECTION ACT**

20 11.1 Plaintiff realleges paragraphs 1.1 through 10.2 and incorporates them herein as if
21 set forth in full.

22 11.2 Defendants' discount travel club membership businesses constitutes a Seller of
23 Travel business and as such is required to comply with provisions of the Seller of Travel Act,
24 RCW 19.138. Defendants' business practices violate RCW 19.136 as outlined herein. Pursuant
25 to RCW 19.138.290, violations of RCW 19.138 are *per se* violations of RCW 19.86, the
26 Consumer Protection Act.

1 11.3 Notwithstanding RCW 19.138.290, the practices described within this Complaint
2 also constitute unfair or deceptive acts and practices or unfair methods of competition in violation
3 of RCW 19.86.020, are contrary to the public interest, and are not reasonable in relation to the
4 development and preservation of business.

5 **XII. SIXTH CAUSE OF ACTION - PROMOTIONAL ADVERTISING OF PRIZES**
6 **ACT AND THE CONSUMER PROTECTION ACT**

7 12.1 Plaintiff realleges paragraphs 1.1 through 11.3 and incorporates them herein as if
8 set forth in full.

9 12.2 Defendants' discount travel club membership businesses trigger the application of
10 RCW 19.170, the Promotional Advertising of Prizes Act. Defendants' business practices violate
11 RCW 19.170 as outlined herein. Pursuant to RCW 19.170.010, violations of RCW 19.170 are
12 *per se* violations of RCW 19.86, the Consumer Protection Act.

13 12.3 Notwithstanding RCW 19.170.010, the practices described within this Complaint
14 also constitute unfair or deceptive acts and practices or unfair methods of competition in violation
15 of RCW 19.86.020, are contrary to the public interest, and are not reasonable in relation to the
16 development and preservation of business.

17 **XIII. SEVENTH CAUSE OF ACTION - DISPOAL OF PERSONAL INFORMATION**
18 **AND THE CONSUMER PROTECTION ACT**

19 13.1 Plaintiff realleges paragraphs 1.1 through 12.3 and incorporates them herein as if
20 set forth in full.

21 13.2 Defendants' timeshare transfer businesses and their discount travel club
22 membership business were required to dispose of personal information in conformity with
23 RCW 19.215, Disposal of Personal Information as a commercial entity. By disposing of personal
24 information in a dumpster in their business parking lot, Defendants violated RCW 19.215.
25 Pursuant to RCW 19.215, the Attorney General may bring a civil action in the name of the State
26 for damages, injunctive relief, or both against the Defendants for the conduct alleged herein.

1 14.6 That the Court make such orders pursuant to RCW 19.86.080 to provide that the
2 plaintiff, State of Washington, have and recover from the Defendants the costs of this action,
3 including reasonable attorneys' fees.

4 14.7 That the court issue a issue a permanent injunction enjoining and restraining the
5 Defendants, and their representatives, successors, assigns, officers, agents, servants, employees,
6 and all other persons acting or claiming to act for, on behalf of, or in active concert or
7 participation with the Defendants, from continuing or engaging in the unlawful conduct
8 complained of herein that violates RCW 18.28, the Debt Adjuster Act; the Sellers of Travel Act,
9 RCW 19.138; the Promotional Advertising of Prizes Act, RCW 19.170; and the Disposal of
10 Personal Information Act, RCW 19.215.

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1 14.8 That the Court assess civil penalties, pursuant to RCW 18.28.220, of up to one
2 thousand dollars (\$1,000) per violation against the Defendants for each and every violation of
3 RCW 18.28 caused by the conduct complained of herein.

4 14.9 That the Court assess civil penalties, pursuant to RCW 19.138.240 in an amount
5 not less than five hundred dollars (\$500) nor more than two thousand (\$2,000) dollars per
6 violation against the Defendants for each and every violation of RCW 19.138 caused by the
7 conduct complained of herein.

8 14.10 That the Court assess penalties, pursuant to 19.170.060, of up the greater of five
9 hundred dollars or three times the actual damages sustained per violation against the Defendants
10 for each and every violation of RCW 19.170 caused by the conduct complained of herein.

11 14.11 That the Court award damages, pursuant to RCW 19.215.020 against the
12 Defendants for each and every violation of RCW 10.215 caused by the conduct complained of
13 herein.

14 For such other relief as the Court may deem just and proper.

15 DATED this 30th day of May, 2013.

16
17 ROBERT W. FERGUSON
Attorney General

18
19 
20 ELIZABETH J. ERWIN, WSBA #16854
Assistant Attorney General
21 Attorneys for Plaintiff
State of Washington
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ATTACHMENT A

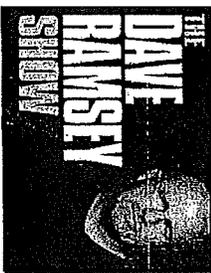
When it comes to the timeshare industry, the people who seem to carry the baggage are the timeshare owners themselves.

A recent USA Today article featuring the troubled industry explained that timeshare owners have always been hard on the owners.

With honked contract terms, high annual fees and aggressive sales people, timeshare owners have always been known as the "hard" owners.

A major change in the industry is that many resorts operate just like hotels today. This has greatly affected the benefits of timeshare ownership.

Dave Ramsey, host of the Dave Ramsey Show and best-selling author of the Total Money Makeover has touched on this topic by stating that



"buying a timeshare today is simply repaying your hotel stays for the rest of your life."

One of the biggest complaints from timeshare owners today is the increasing cost of maintenance fees.

Based on industry averages, maintenance fees have increased by 2% per year for the last 5 years when compared to the average 1% increase. In 1998, it is easy to see why these drastic changes in maintenance fees are the number one complaint from timeshare owners.

It seems that timeshare owners have tried everything to find a way out of the timeshare contracts but as a result of failed attempts to use it, trade it, and rent it,

many owners end up paying up to \$800 in listing fees to try and sell their timeshares.

The Florida State Attorney General, Bill McCollum has warned consumers to:

"be wary of the too-good-to-be-true claims when it comes to the resale of timeshares. The company is salespeople are likely to claim in a court it is located in "not" be a federal of these by-pass of claims. Remember that once you buy it, you may not be able to sell it due to a depressed resale market."

For many timeshare contracts, there is a perpetuity clause that keeps you locked in forever. It is no surprise that the Wisconsin Department of Agriculture, Trade and Consumer Protection found that,

"Members who have been down the road of timeshare ownership say they feel trapped for life."

Stories like this are heard every day from countless timeshare owners with no way out. But timeshare owners aren't the only ones speaking out. Former ARDA chairman Bert Blicher considers

"Resale's to be one of the many deep dark secrets of the timeshare industry and until this unsolvable problem is solved I would rather rent a place than buy."

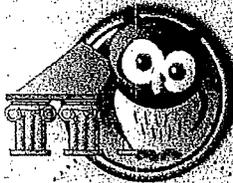
Solutions to the timeshare problem may be scarce but Prudential West has a guaranteed solution that works 100% of the time. And when it comes down to the timeshare industry,

the most reliable advice is one that guarantees a solution.

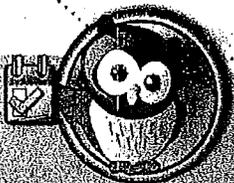
CLOSING TIMELINE



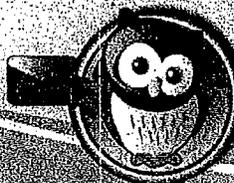
At Prudential West we 100% guarantee our service to 100% of our customers. Speak with one of our professional timeshare consultants today and you can be timeshare free forever!



The transfer of your property will also go to the respective county courthouse for filing and recording to ensure that the closing is accurate and 100% complete.



Prudential West handles the entire closing process beginning to end, from property research, estoppels, document preparation and coordination with your lender. Your timeshare is sold and you are free to move on with your life.



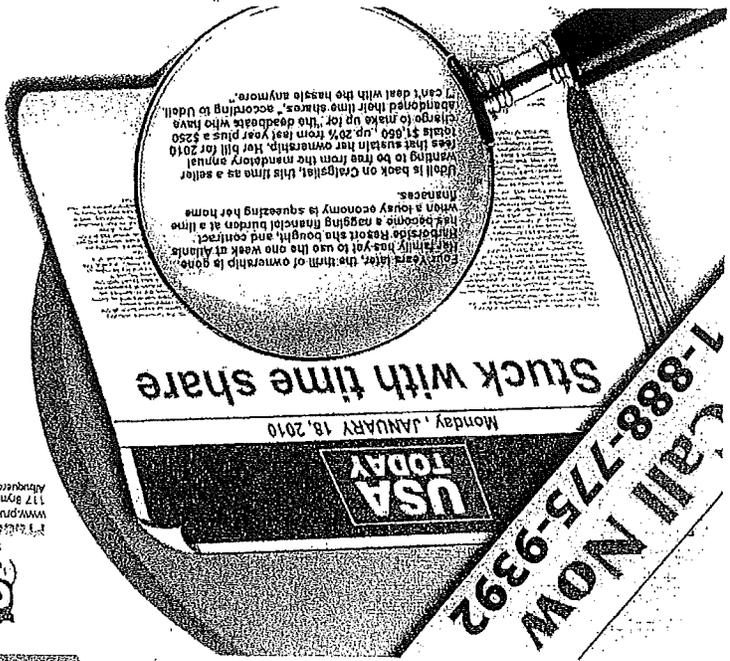
At the final step of the process, our comparison of the resale of ownership!

PERMIT NO. 233
 SACRAMENTO, CA
 US POSTAGE
 PERMIT NO. 233

OUR EXPERTS WILL BE IN YOUR AREA
 Sunday & Monday, June 6 & 7
 With Everything Needed to start the Closing Process Immediately.
 All Appointments are Individual No Group Meetings! (Open 7 days a Week)
 1-888-775-9392

\$500.00

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When I came with Prudential West... I was able to... I have our financial advisor... with a Valeria... I have our financial advisor... with a Valeria... I have our financial advisor... with a Valeria...



Prudential West uses a Licensed, Bonded and Insured title company to ensure quality and accuracy in the closing process.



Our staff is made up of only the most genuine and knowledgeable industry professionals.



Our commitment to quality and customer satisfaction has helped us to become leaders in the industry.



Prudential West has a lot of experience in the timeshare transfer business, with over 1000 completed transfers every month!

CALL NOW AND YOU COULD BE OUR NEXT TESTIMONIAL
 1-888-775-9392



SAFE HANDS
TRANSFERS

ATTENTION TIMESHARE OWNERS

Our Reps are standing by to take your call and explain why we are different

We have helped thousands of timeshare owners save millions in maintenance fees & assessments. We can help you too!



Bill and I inherited our timeshare from my uncle after he passed. Although we had some questions, I just did not have the time to ask. We were asked about our family to see if anyone else would want to take their "hands off" the timeshare. We were interested. 2 years of my wife's health problems and we were ready to give up. After a short sit down with them and a few questions, we were ready to give the same day. Thanks Safe Hands Transfers!

Bill & Nancy Fairfield, NE

I've actually always enjoyed going to my timeshare with my wife. But in the past 10 years our maintenance fees have gotten so high that we're not even sure we can afford to go. I'm looking for a change, and I've heard Safe Hands Transfers solution was called. Well, I was looking for Rick & Jenny, Charlotte, NC.

- No more hotel lobbies
- No more maintenance fees
- No more listing fees
- No more property taxes
- No more paying assessment fees

OUR COMMITMENT TO OUR CUSTOMERS

If you accept our offer, your timeshare will be put into escrow within 24 hours.

100% of our customers get out of their timeshares immediately.

No listing or appraisal fees.

Give us 30 minutes and see what we can do for you

Call immediately 1-888-444-9679 NOW



Get out of paying fees and get back what you deserve 4/98



Call us to see why we are different **1-888-310-1948**

Probably, recently, many families are looking for ways to cut costs and make the most out of their timeshare. Instead of just looking for ways around the increasing cost of ownership, we have found that the customers we work with often times have very different motivations when it comes to their timeshare industry. Many of our customers have expressed some of the following reasons for no longer wanting to own their timeshare:

- ❖ Physically unable to travel
- ❖ Increasing maintenance fees
- ❖ Can no longer afford the high fees
- ❖ Unexpected special assessment cost
- ❖ Want to travel differently
- ❖ Inheriting unwanted timeshares
- ❖ Pets not allowed at majority of resorts
- ❖ Simply not fitting into their lifestyle



We have a Solution!

Our representatives will be in your neighborhood doing over our complete service offering for you and your family. Appointments are limited as we strive to give each owner the individual attention and attention.

"Bill and I inherited our timeshare from my uncle when he passed. Although it was a nice gesture, it just did not fit into our plans. We both asked around our family to see if anyone else would want to take it off our hands but no one was interested. 2 years of trying to sell it with no luck and we were ready to give up. That's around the time we heard from Safe Hands Transfers. After a short sit down with them, and a few signatures, we were timeshare free the same day. Thanks Safe Hands Transfers!"
Bill & Nancy, Fairfield, NE

Our Representatives will be in your area making offers on the following dates

Friday - Monday, July 23th - 26th

JOIN US! CALL NOW! 1-888-310-1948

Call immediately! (Open 7 days a week)



FID BENEFITS

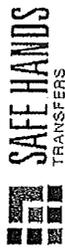
- No more maintenance fees!
- No more special assessments!
- Travel when and where you want!
- Immediate financial freedom!

***SUMMER SPECIAL**
Call us in the next 10 days
and we can refund your
2010 maintenance fees.
Don't Wait!

Safe Hands is NOT a listing Company! 100%
our customers are Timeshare free!

Safe Hands
4780 Ashford Dunwoody Rd, Suite A-504
Atlanta GA 30338





85,000 TIMESHARE*

OWNERS CAN'T BE WRONG THIS WORKS!

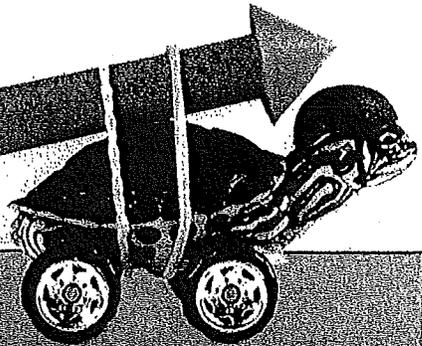
We Guarantee We Can Close On Your Timeshare



Need to move your timeshare fast

We can help you

Call us to see why we are different **1-866-922-4734**



I owned my timeshare for about 7 years and I purchased it because I thought it would be great to have a place to get away every single year for the rest of my life. But when the economy took a hit, I was unfortunately laid off from work and left with zero income. Although things have started to look up financially since then, the experience of having zero income helped me to understand the priorities in my finances. I decided that I would only pay for a vacation on years I chose to go and could afford to go. Direct Transfers helped me transfer the timeshare out of my name and now I feel a sense of relief in knowing that I won't have an unnecessary bill should something like that happen again. Thank you Direct Transfers!
Mary - Minneapolis, Minnesota

In today's economy, many families are looking for ways to cut costs and increase their cash flow. Timeshare owners in particular are looking for ways around the increasing cost of ownership. We have found that the customers we work with often times have very similar frustrations when it comes to the timeshare industry. Many of our customers have expressed some of the following reasons for no longer wanting to own their timeshares:



Physically unable to travel



Increasing maintenance fees



Can no longer afford the high fees



Unexpected special assessment costs



Want to travel differently



Inheriting unwanted timeshares



Pets not allowed at majority of resorts



Simply not fitting into their lifestyle



You'll never guess what we discovered!

Representatives from Direct Transfers have helped thousands of owners just like you turn a negative cash flow scenario into a positive one. And we can do it for you, too! Guaranteed!

In fact, our representatives will be in your neighborhood in person going over our complete service offering for you and your family. Appointments are limited as we strive to give each owner individual time and attention.

Our experts will be in your area making offers on the following dates

Friday – Monday, August 6th – 9th

JOIN US! CALL NOW! 1-866-922-4734



THE BENEFITS

- No more maintenance fees!
- No more special assessments!
- Travel when and where you want!
- Immediate financial freedom!

***SUMMER SPECIAL**

Call us in the next 10 days and we can refund your 2010 maintenance fees.

Don't Wait!

Direct Transfers is NOT a listing Company!
100% Of our customers are Timeshare free!

Direct Transfers
500 N Michigan Avenue
3rd floor, Suite 320
Chicago, IL 60611



Direct Transfers
www.directtransfers.com

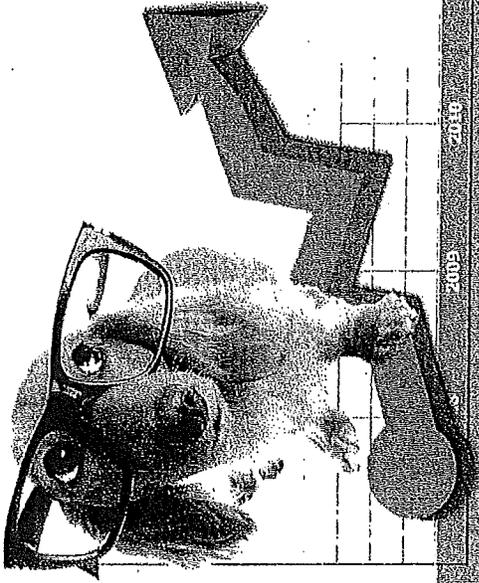
Can't see where your

Timeshare fees are going ↑

2011 Maintenance fees are on their way with record increases and special assessments attached to them



DirectTransfers™



Do you have a plan?

Want to hear how our service has saved timeshare owners over \$20,000,000 in maintenance fees and special assessments while moving their timeshare fast.

We can help today!

Don't pay your next fee until you speak to us

Call Now: 1-877-849-4490

Attention Timeshare Owners

Our Reps are standing by to take your call and explain why we are different

DirectTransfers™

We have helped thousands of timeshare owners save millions in maintenance fees & assessments. We can help you too!

We have been contacted by so many companies with different offers and programs ranging from cash up front to just taking my property if we pay them for their travel club; but we never felt comfortable with their representatives or company history. Whether it was getting money or spending money our biggest concern has always been, "how do we know that your company can do what it says it's going to do?" Direct transfers showed us exactly what we needed to see to feel comfortable and really understand how their offer was going to work for us. Their professionalism, combined with their long track record and excellent reputation helped us make a decision that we have never regretted.

Jim & Sue, NY

My wife and I owned our timeshare for over 10 years and loved it. We made a point to use it every opportunity we had, but in the last couple of years we both had the desire to slow down and be home more. We found that using Direct Transfers to transfer our ownership out of our name was the safest and most financially wise decision we could have ever made. We are thankful for what you have done for us. Thank you Direct Transfers!

Charlie & Helen - Destin, FL

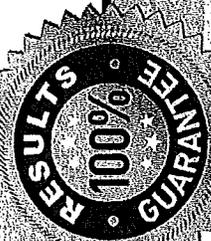
• No more hotel fees
• No more maintenance fees

• No more listing fees
• No more property taxes

• No more assessment fees
• No more appraisal fees

Give us 30 minutes and see what we can do for you

Call immediately! 1-888-402-8055 NOW



ATTENTION:

NEED SOME HELP WITH YOUR

Timeshare?

CALL NOW! 1-888-775-9392

You'll never guess what we discovered!

Representatives from Prudential West have helped thousands of owners just like you turn a negative cash flow scenario into a positive one. And we can do it for you too! **Guaranteed!**

In fact, our representatives will be in your neighborhood in person going over our complete service offering for you and your family. Appointments are limited as we strive to give each owner individual time and attention.

OUR EXPERTS WILL BE IN YOUR AREA

Friday & Saturday, July 9 & 10

With Everything Needed to start the Closing Process Immediately.

SUMMER SPECIAL
 Call us in the next 10 days
 and we can refund your
 2010 maintenance fees.
Don't Wait!



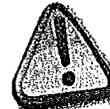
Prudential West

HERE IS OUR PROMISE TO YOU



NO MORE TIMESHARE

Our unique service has a 100% success rate; Guaranteed



NO MORE WAITING

If you accept our offer we will put your timeshare into closing within 24 hours



NO MORE ADVERTISING

No listing fees or appraisal fees. Deal Directly with us

SET UP AN APPOINTMENT TODAY!

1-888-775-9392



-Hillary & Spencer, Riverside, CA.

When I met with Prudential West, I wasn't sure what to expect, but I have to say that I am so glad that I met with them! Now I can travel where I want, when I want, without the hassle of trading companies, extra fees, and maintenance dues. I knew there had to be a good solution out there somewhere!

41779

-Evelyn, Phoenix, AZ.

Prudential West truly came to my rescue a few months ago after I had received a very large special assessment bill from my resort. I hadn't used my timeshare in over 5 years but was still stuck paying the maintenance fees. I wish I hadn't paid so many listing fees before I had the chance to meet Prudential West.



-Dean & Margaret, Manchester, NH.

I inherited my parents' three timeshares a couple of years ago and really knew nothing about the industry until I owned them myself. My parents were avid vacationers and used them every year without fail, but it really wasn't a good fit for my family. Two years went by of paying high maintenance fees and my wife and I decided to look into the resale market. After multiple discussions with our resort and attempts to resell on the resale market, the only solution that ever truly made sense was Prudential West. Thank you Prudential West for helping us!

Prudential West

www.prudentialwest.com
 117 Bryn Mawr Drive SE, Suite 50
 Albuquerque, NM 87106

All Transfers 100% Guaranteed
 by 3rd Party Title & Closing Company

*If you accept our offer we may reimburse up to \$750 of your 2010 maintenance fees



Open 7 Days a Week

All Appointments are Individual! No Group Meetings!

1-888-775-9392

RES 005704

**Feeling Frustrated & Trapped
by your Timeshare?
Apex Professionals can Help!**

No listing fees or appraisal fees. Deal directly with us. **NO MORE ADVERTISING!**

Our unique service has a 100% success rate. Guaranteed. **NO MORE TIMESHARE!**

If you accept our offer, we will put your timeshare into closing within 24 hours. **NO MORE WAITING!**



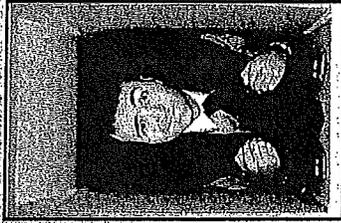
Get out of your

Timeshare NOW!

Call (888) 348-9830



Open 7 Days A Week





39941 v2
**TIMESHARE NEWS
 GOT YOU DOWN?**

1-866-950-5713

www.insafehandstransfers.com



Our Representatives
 will be in your area making offers
 on the following dates:
Friday, March 5th
Monday, March 8th

Dear Fellow Timeshare Owners,

Accordingly to ARDA and USA TODAY, millions of timeshare owners are being left holding the bag. Safe Hands Transfers has a unique and proven strategy to get you out of your Timeshare immediately before your resort can send you a 2010 special assessment fee or next year's maintenance fees.

Get the inside Timeshare secrets and discover options your resort does not want you to know about!

Representatives from Safe Hands Transfers, through our affiliates, have helped thousands of Timeshare owners just like you turn a negative cash flow situation into a positive one. We can do this for you too!

In fact, our representatives will be in your neighborhood in person going over our complete service for you and your family. Appointments are limited as we strive to give each owner our individual time and attention. Act now before your resort makes it harder for you, and you "do" become the last one holding the bag. **Call today!! 1-866-950-5713**

Our commitment to our customers;

- If you accept our offer, your Timeshare will be put into closing within 24 hours.
- 100% of our customers get out of their Timeshares immediately.
- No listing or appraisal fees.



Bill & Nancy
 Fairfield, NE

Bill and Nancy inherited our timeshare from my Uncle when he passed. Although it was a nice gesture, it just did not fit into our plans. We both asked around our family to see if anyone else would want to take (off our hands) but no one was interested. 2 years of trying to sell it with no luck and we were ready to give up. That's around the time we heard from Safe Hands Transfers. After a short sit down with them, and a few signatures, we were timeshare free the same day. Thanks Safe Hands Transfers!



Nick & Jenny, Charlotte, NC

I've actually always enjoyed going to my timeshare with my wife. But in the past 10 years our maintenance fees have nearly doubled. I retire next year, so it was time for me to start thinking about my budget. Safe Hands Transfers solution was exactly what I was looking for.

JANUARY 2010
USA TODAY REPORTS ON TIMESHARES

- OWNERS CAN'T SELL
- INDUSTRY IN TURMOIL
- MAINTENANCE FEES HAVE GROWN OVER 60% SINCE 2005
- DEVELOPERS LOSING 100'S OF MILLIONS IN 2009
- TIMESHARE OWNERS LEFT HOLDING THE BAG

Ask us about our **FREE** service that could help you get back up to **50%** of your listing fees, even if you want to keep your Timeshare!

Call 1-866-950-5713 NOW for Immediate Results!
OPEN 7 DAYS A WEEK!

GIBBS 005826

All Appointments are Individual No Group Meetings

ATTACHMENT B



**DO NOT PAY YOUR NEXT
TIMESHARE BILL**
WITHOUT TALKING TO US
"Call us to see why we are different"
1-866-922-4734

**"EVEN if you have a Mortgage..
We can help like no one else!"**

You'll never guess what we discovered!

Representatives from Direct Transfers have helped thousands of owners just like you turn a negative cash flow scenario into a positive one. And we can do it for you too! **Guaranteed!**

In fact, our representatives will be in your neighborhood in person going over our complete service offering for you and your family. Appointments are limited as we strive to give each owner individual time and attention.

THE BENEFITS

- NO MORE ADVERTISING
- NO MORE MAINTENANCE FEES
- NO MORE ASSESSMENT FEES
- NO MORE PROPERTY TAXES
- IMMEDIATE FINANCIAL FREEDOM



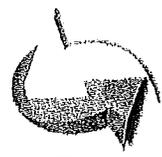
We owned our timeshare for 6 years and purchased it while on our honeymoon. Unfortunately, certain circumstances led to our divorce and by the time we finally met with Direct Transfers, our timeshare was the only thing that hadn't been sorted out. Neither of us wanted to own it without the other so our only option was to sell. Direct Transfers made it really easy for us and we were able to walk away as non-timeshare owners. I have to also commend Direct Transfers on their professionalism and how they handled our particular case.
Joseph & Lisa - Oshawa, Ontario



I owned my timeshare for about four years and I purchased it because I thought it would be great to have a place to get away every single year for the rest of my life. But when the economy took a hit, I was unfortunately laid off from work and left with zero income. Although things have started to look up financially since then, the experience of having zero income helped me to understand the priorities in my finances. I decided that I would only pay for a vacation on years I chose to go and to fill and to go. Direct Transfers helped me transfer the timeshare out of my name and now I feel a sense of relief knowing that I won't have an unnecessary bill should something like that happen again. Thank you Direct Transfers.
Mary - Minneapolis, Minnesota

Our Experts will be in your area making offers on the following dates
Friday - Monday, August 20th - 23rd

JOIN US! CALL NOW! 1-866-922-4734



DirectTransfers™
42273

Direct Transfers
500 N Michigan Avenue
3rd floor, Suite 320
Chicago, IL 60611



Direct Transfers is NOT a listing Company! 100% Of our customers are Timeshare free!
GIBBS 005571

Our Reps are standing by to take your call.

**"Even if you have a
mortgage we can
help like no one else!"**

Call Immediately! (Open 7 days a week)

1-877-840

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2098-2099
2099-2100



All Transfers ADP's Guarantee
by 3rd Party Title & Closing Company



42310
PRESORTED
STANDARD
US POSTAGE
PAID
SACRAMENTO, CA
PERMIT NO 533

Timeshare Owners
 GIVE AWAYS, VILLAGES, VOUCHERS, AND
 MORE!

Friday - Monday, August 20 - 23

With Special Timeshare Rates!
 Co-owners & pending process owners!
 Get 57 Days Free! Call for more information!

1-877-849-4490

**How do you have
 Timeshare
 mortgage, we can
 help! We do it all!**



Direct Transfers
 2629 Townsgate Road, Suite 255
 Menlo Park, CA 94025
 www.directtransfers.com



Direct Transfers
 2629 Townsgate Road, Suite 255
 Menlo Park, CA 94025
 www.directtransfers.com

POSTNET FIRST CLASS
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 SACRAMENTO, CA
 PERMIT NO. 333

412351



Attention Timeshare Owners

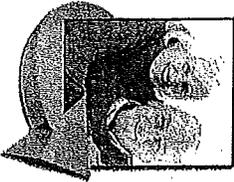
Our reps are standing by to take your call and explain why we are different

Direct Transfers™

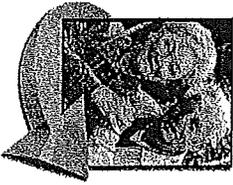
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Jim & Sue, NY



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Charlie & Helen - Destin, FL



- No more hotel lobbies
- No more listing fees
- No more assessment fees
- No more maintenance fees
- No more property taxes
- No more appraisal fees

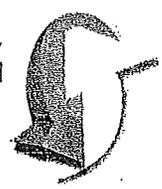
Give us 30 minutes and see what we can do for you

Call immediately! 1-888-402-8055 NOW



Our Reps are standing by to take your call

"Even if you have a
Timeshare
mortgage we can
help like no one else!"



DirectTransfers™

We can handle everything for you.....right over the phone

1-888-402-8055

Call immediately! (Open 7 days a week)

Direct Transfers
2029 Townsgate Road Suite 255
Westlake Village, CA 91361
www.directtransfers.com
We are NOT a listing or rental company.



All Transfers 100% Guaranteed
by 3rd Party Title & Closing Company



42814
PRESORTED
STANDARD
US POSTAGE
PAID
SACRAMENTO, CA
PERMIT NO 383

ATTENTION: You may NOT have to pay your 2011 maintenance fee.

SAFE HANDS
TRANSFERS
www.insafeshandstransfers.com

* According to ARDA the average M. Fee went up \$71 last year. With declining economic conditions how much more will 2011 fees be?
* In addition, many timeshare owners report receiving special assessments between \$500-\$3,000 in 2011; with more to come.

42918

Set up an appointment today! Call 1-888-406-3718



John & Barbara, Sacramento, CA.
Thanks to Safe Hands we are now timeshare free!



Richard, Key West, FL.
Safe Hands helped me out of a \$75,000 timeshare mortgage, and it only took one call!



Bill & Nancy, Fairfield, NE.
After years of trying to get out of our timeshare Safe Hands got us out immediately!

Safe Hands Transfers experts will be in your area to meet with you! Appointments are limited so that we can give the individual time and attention that each owner deserves, so

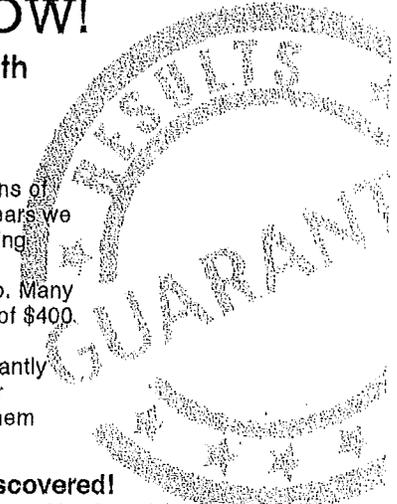
DON'T WAIT...CALL NOW!

Friday & Saturday, October 8th & 9th



Fellow Timeshare Owner,

To make vacationing more simple and affordable, like millions of others, we purchased a timeshare. Over the past several years we have noticed continually increasing yearly fees and increasing limitations on where and when we were able to book our reservations, so we decided to sell our timeshare ownership. Many of the listing companies that contact us wanted a minimum of \$400, and up in order to advertise our property. Without having knowledge of other options that may be available, we reluctantly signed up with them. Frustrated and disappointed, we never received a single call or offer on our property after paying them and our fees continued to rise.



We found a GUARANTEED SOLUTION and you'll never guess what we discovered!

Safe Hands Transfers business model has taken a negative financial burden and turned it into a positive financial decision that can alleviate you from INCREASING maintenance fees and HUGE mortgage payments.

**We can help... even if you have a
TIMESHARE MORTGAGE**

Here is our Promise to You:

No listing fees or appraisal fees. Deal directly with us- **NO MORE ADVERTISING**
Our unique service has a 100% success rate; Guaranteed- **NO MORE TIMESHARE**
If you accept our offer we will put your timeshare into closing within 24 hours- **NO MORE WAITING**

We will even **PAY YOUR 2011 MAINTENANCE FEE** while your property is in closing.
All appointments are individual! No Group Meetings!

CALL 1-888-406-3718 FOR IMMEDIATE RESULTS!

Safe Hands is NOT a listing Company! 100% Of our customers are Timeshare free!

ATTENTION: WASHINGTON & OREGON TIMESHARE OWNERS

YOU MAY NOT HAVE TO PAY YOUR 2011 MAINTENANCE FEE

"Call us to see why we are different"

1-888-402-9222

**"EVEN if you have a Mortgage..
We can help like no one else!"**

You'll never guess what we discovered!

Representatives from Direct Transfers have helped thousand of owners using a unique and industry leading technique and business model as well as save money on maintenance fees and even escape huge mortgage payments.

In fact, our representatives will be in your neighborhood in person going over our complete service offering for you and your family. Appointments are limited as we strive to give each owner individual time and attention.

Our
Promise to you:

- NO MORE ADVERTISING
- NO MORE MAINTENANCE FEES
- NO MORE ASSESSMENT FEES
- NO MORE PROPERTY TAXES
- IMMEDIATE FINANCIAL FREEDOM



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Joseph & Lisa - Oshawa, Ontario



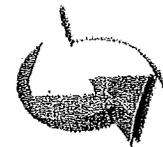
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Mary - Minneapolis, Minnesota

CALL NOW! 1-888-402-9222

Individual appointments available on the following dates:

Thursday - Monday, Sept. 30th - Oct. 4th

Call Immediately! (Open 7 days a week)



**DirectTransfers™
42815**

Direct Transfers
2629 Townsgate Road
Suite 255
Westlake Village, CA 91361



Direct Transfers is NOT a listing Company! 100% Of our customers are Timeshare free!
Do business with us and we will even PAY YOUR 2011 MAINTENANCE FEES while your property is being transferred!

ATTACHMENT C

Complimentary!

Presorted
First Class Mail
US Postage PAID
Tacoma, WA
Permit 102

Dear Susan,
In celebration of our new Summer packages, we've selected you to receive 2 Round Trip Airfares to anywhere Alaska Airlines flies in the contiguous United States.

To claim this special offer, simply call and mention your promo code:
PROMO CODE: T-1133

Call in the next 48 hours and receive a bonus 3-Day, 2-Night hotel stay.

Call Toll Free 1-866-283-9611 Mon-Fri 9am-9pm - Sat 10am-4pm

Confirmation #:
CD9B4D

Name of Traveler:
Susan

Reservation #:
11138915

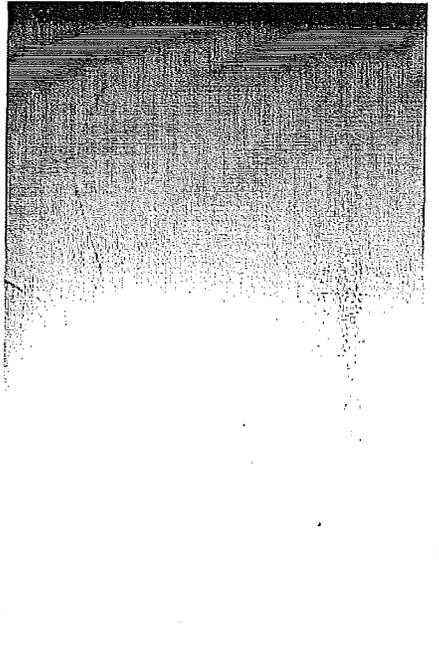
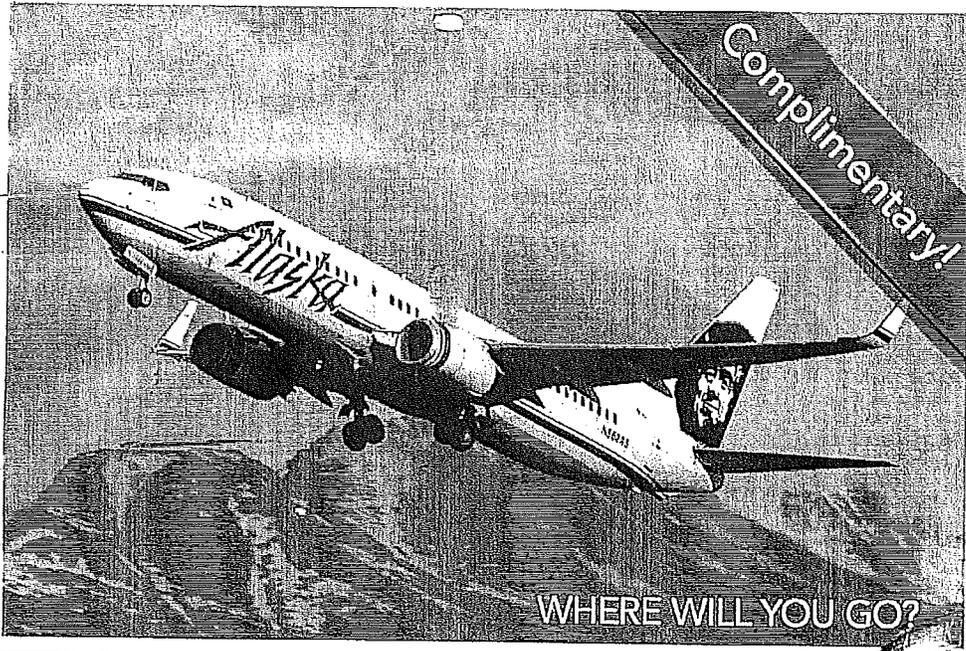
Susan
Or Current Resident

I 1057 B3

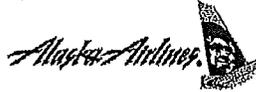
Auburn, WA 98092-9608



This is not a timeshare. 1-866-283-9611. All trademarks and service marks are the property of their respective owners. Offer void where prohibited by law. All components of this offer are fulfilled by a third party. Please call for details. Alaska Airlines is not sponsoring this promotion but they are a supplier. Taxes and fees apply.



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CONGRATULATIONS!
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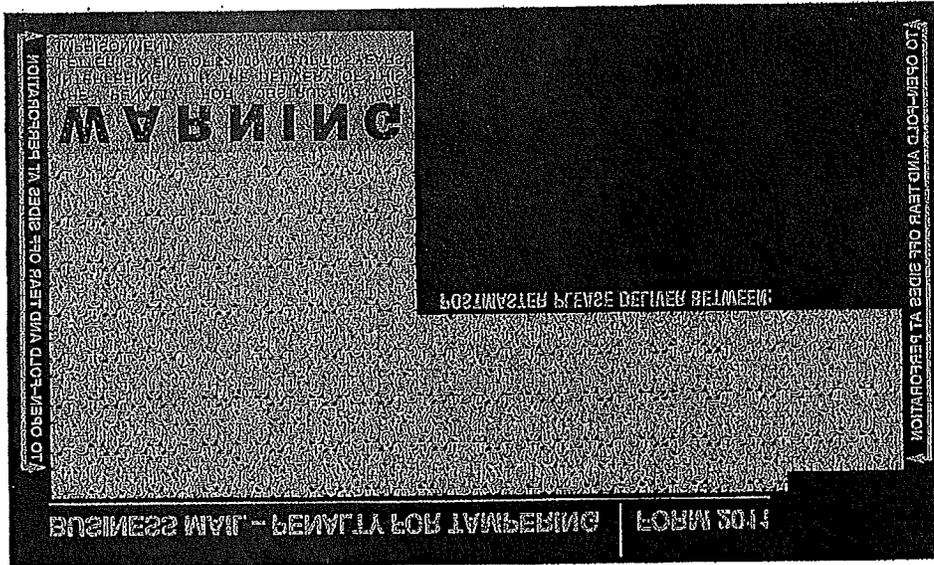
You have been selected to receive
**2 ROUND TRIP AIRFARES
WITHIN IN THE CONTINENTAL US.**

CALL WITHIN 48 HOURS. YOU WILL ALSO RECEIVE
AS A BONUS **A 3 DAY 2 NIGHT HOTEL STAY!!**

To claim this special offer, simply call
1-888-746-4146

Certain restrictions apply. Call for details.
Offer valid only for Alaska Airlines bookings
by airfare with Alaska Airlines bookings
and a major supplier. Taxes and reservation
fees are the responsibility of the recipient.
Offer void where prohibited by law. Not
applicable to Alaska or Hawaii.

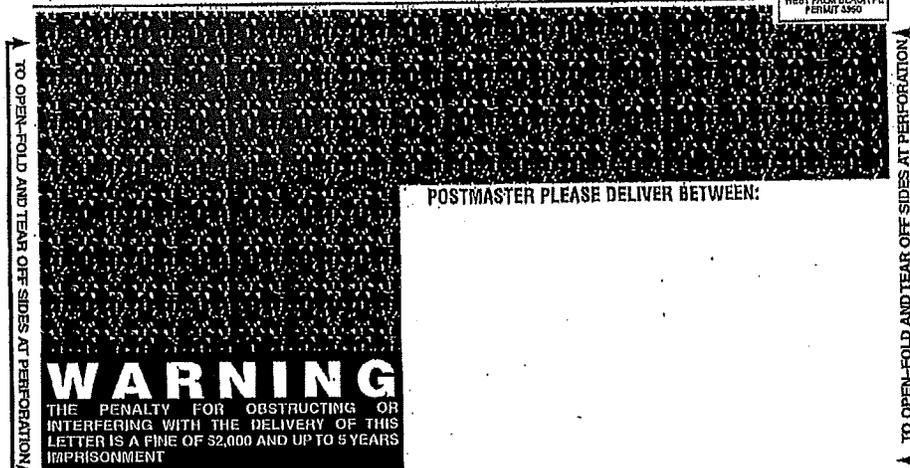
BOARDING PASS		<i>Alaska Airlines</i> 
		check-in
Name: Variable		
Frequent Flyer Nbr: 3226922868		
E-Ticket Nbr: 10131993		
Seat: 07-C		
Date: Variable		Seat: 07-C
Flight: WINGSF100		
Depart: USA		Gate: A10 - Gate may change, check monitors
Arrive: USA		



BUSINESS MAIL - PENALTY FOR TAMPERING

FORM 2011

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WARNING

THE PENALTY FOR OBSTRUCTING OR INTERFERING WITH THE DELIVERY OF THIS LETTER IS A FINE OF \$2,000 AND UP TO 5 YEARS IMPRISONMENT

POSTMASTER PLEASE DELIVER BETWEEN: