

IN THE COURT OF COMMON PLEAS
 MONTGOMERY COUNTY, OHIO

STATE OF OHIO ex rel.)	
OHIO ATTORNEY GENERAL)	CASE NO.
DAVE YOST)	
30 E. Broad Street, 14th Floor)	JUDGE
Columbus, Ohio 43215)	
)	
Plaintiff,)	
v.)	
)	
TS HOLDINGS UNLIMITED)	
1818 Old Cuthbert Rd. STE 302)	
Cherry Hill, NJ 08034)	COMPLAINT AND REQUEST FOR
)	DECLARATORY JUDGMENT,
and)	INJUNCTIVE RELIEF, CONSUMER
)	RESTITUTION, AND CIVIL
TS RELIEF GROUP LLC)	PENALTIES
1818 Old Cuthbert Rd. STE 302)	
Cherry Hill, NJ 08034)	
)	
Defendants.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, having reasonable cause to believe that violations of Ohio’s consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.01 *et seq.*
2. The actions of TS Holdings Unlimited LLC and TS Relief Group LLC (“Defendants”), hereinafter described, have occurred in the State of Ohio, including in Montgomery County and, as set forth below, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.

4. This Court has venue to hear this case pursuant to Ohio Civ.R. 3(C)(3), in that Montgomery County is one of the counties in which Defendants conducted activity that gave rise to the claims for relief.

DEFENDANT BACKGROUND

5. Defendant TS Holdings Unlimited LLC (“TS Holdings”) is a limited liability company registered in New Jersey with a principal place of business at 1818 Old Cuthbert Rd., Ste. 302, Cherry Hill, NJ, but which serves consumers across Ohio and in other states.
6. Defendant TS Relief Group LLC (“TS Relief”) is a limited liability company registered in New Jersey with a principal place of business at 1818 Old Cuthbert Rd., Ste. 302, Cherry Hill, NJ, but which serves consumers across Ohio and in other states.
7. Defendants, at all times relevant to this action, were engaged in the business of soliciting, offering for sale and selling timeshare exit services to consumers in the State of Ohio, including in Montgomery County.
8. Defendants are each a “supplier” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling timeshare exit services to individuals in Montgomery County and other counties in Ohio for purposes that were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).

STATEMENT OF FACTS

9. Defendants engaged in the business of soliciting and selling timeshare contract cancellation services.

10. A timeshare is a contract where a consumer pays either for the shared use or partial ownership of a particular real property or for a service that allows access to various vacation properties.
11. Sellers of timeshares often solicit consumers at in-person informational meetings using high-pressure sales tactics.
12. In some cases, sellers of the timeshares misrepresent the potential value of ownership of a timeshare at these meetings regarding the timeshare's availability or cost savings over time.
13. In some cases, the consumer shares ownership interest in the timeshare with many other consumers, making it far more difficult to use the timeshare at desirable times than advertised, and often resulting in consumers deriving little value from their ownership of the timeshare.
14. Generally, timeshares have restrictions on when a consumer may exercise their use of the properties or services they contracted for.
15. Even if consumers are unable to use a timeshare during a given year, they must still pay various fees to continue ownership of the timeshare, such as maintenance fees, in addition to the loan taken to finance the initial timeshare purchase.
16. Timeshare contracts are generally legally binding and, after the passage of a statutory rescission period, cannot be unilaterally rescinded.
17. In addition to these limitations, timeshares are unlikely to generate income for consumers who own them, and they almost always decrease in value.
18. For the reasons described above, consumers frequently desire to cancel or otherwise transfer their ownership interest in a timeshare.

19. These problems with timeshares have spurred the development of a cottage industry known as “timeshare exit,” wherein individuals and businesses purport to assist consumers in cancelling, exiting or transferring their unwanted timeshare contracts.
20. Defendants TS Holdings Unlimited and TS Relief Group are part of this cottage “timeshare exit” industry.
21. Defendants promised consumers that they would remove consumers from their timeshare contracts in exchange for a fee.
22. Defendants solicited consumers via print mail advertisements that invited them to in-person informational meetings where Defendants and consumers entered into contracts for Defendants’ timeshare exit services.
23. At these in-person meetings, Defendants made misleading or false statements about various elements of their services, such as how quickly they could remove consumers from their timeshare contracts and Defendants’ approval rating with the Better Business Bureau.
24. Defendants promised consumers that they would negotiate on the consumers’ behalf with a timeshare servicing company to either transfer the consumer’s ownership interest in the timeshare to another entity or have the consumer released from the contract.
25. After accepting money from consumers up-front, Defendants failed to deliver the promised timeshare exit services within the timeframe promised.
26. Defendants promised consumers the services would be rendered within 90 days.
27. Defendants repeatedly delayed performance of the promised timeshare exit services and failed to ever perform these services for the consumers.
28. Some consumers who did not receive the promised services requested refunds from Defendants.

29. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised services.
30. When consumers contacted Defendants about the status of the promised services, Defendants misrepresented that they would eventually perform these services for the consumers.
31. In some cases, when consumers contacted Defendants about the status of the promised services, Defendants refused to communicate with consumers to inform them of when the services would be provided or provide an explanation for the delay.
32. During the long delay in receiving Defendants' promised timeshare exit services, consumers continued to be charged fees related to the timeshare contracts.
33. During the long delay in receiving Defendants' promised timeshare exit services, consumers were left unsure of the status of their timeshare contracts, including whether they were obligated to pay fees and whether they could attempt to make use of the timeshare contracts.
34. In many cases, Defendants never provided any of the contracted timeshare exit services for which consumers paid.

CAUSE OF ACTION: VIOLATION OF THE CSPA

Count I – Failure to Deliver

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
36. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money from consumers for timeshare contract cancellation services and then

permitting eight weeks to elapse without performing the promised services, making a full refund, advising the consumers of the duration of an extended delay and then offering to send a refund within two weeks if so requested.

Count II – Unfair or Deceptive Acts or Practices

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
38. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(1), by representing that Defendants' timeshare contract cancellation services had sponsorship, approval, performance characteristics, accessories, uses or benefits that they do not have. Specifically, Defendants falsely claimed that the promised services would be completed within 90 days, but did not perform the services within this timeframe or at all.
39. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(1), by representing that Defendants' timeshare contract cancellation services had sponsorship, approval, performance characteristics, accessories, uses or benefits that they do not have. Specifically, Defendants falsely claimed that they had a high rating with the Better Business Bureau when such was not the case.
40. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' orders and refunds.
41. Defendants committed unfair or deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), by providing consumers with inadequate and unfair customer service.

42. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. **ISSUE A DECLARATORY JUDGMENT** that each act or practice contained of herein violates the CSPA and its Substantive Rules in the manner set forth in the Complaint.
- B. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA or its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.
- C. **ORDER** Defendants, pursuant to R.C. 1345.07(B), to pay consumer restitution to all consumers injured by the conduct of Defendants.
- D. **ASSESS, FINE, AND IMPOSE** upon Defendants a civil penalty of up to \$25,000 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. **ISSUE AN INJUNCTION** prohibiting Defendants from engaging in business as a Supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered pursuant to this litigation.
- F. **GRANT** Plaintiff its costs in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- G. **ORDER** Defendants to pay all court costs associated with this matter.

H. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

A handwritten signature in blue ink, appearing to read 'CR', with a long horizontal flourish extending to the right.

CHRISTOPHER RAMDEEN (0095623)

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