

FILED
IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

2013 JUN 26 A 10:54

Judge: BRIAN J CORRIGAN
CV 13 809673

STATE OF OHIO, ex rel.)
MICHAEL DEWINE)
ATTORNEY GENERAL OF OHIO)
Consumer Protection Section)
615 West Superior Avenue, 11th FL)
Cleveland, Ohio 44113-1899)

Plaintiff,)

-vs-)

NOW OR NEVER TRAVEL, INC.)
159 Crocker Park Blvd., Suite 400)
Westlake, Ohio 44145)

And)

Rick Kenney)
1302 Portside Dr.)
Vermilion, Ohio 44089)

Defendants.)

COMPLAINT AND
REQUEST FOR
PERMANENT INJUNCTION;
DECLARATORY JUDGMENT;
CIVIL PENALTIES AND
RESTITUTION

JURISDICTION

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Michael DeWine, 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., the Ohio Consumer Sales Practices Act.
2. The actions of Defendants Rick Kenney and Now or Never Travel, Inc. (hereinafter "Defendants"), hereinafter described, have occurred in the State of Ohio, County of Cuyahoga, and as set forth below, are in violation of R.C. §1345.01 et seq.

3. Defendants are "suppliers" as that term is defined at R.C. §1345.01(C), as Defendants are engaged in the business of effecting "consumer transactions" by offering travel and vacation services for purchase for a fee, within the meaning of R.C. §1345.01(A).

4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3).

STATEMENT OF FACTS

5. Defendants Rick Kenney and Now or Never Travel Inc., an Ohio corporation, have solicited consumers by direct mail advertising for travel and vacation services in Cuyahoga County, and other counties in Ohio. "Now or Never Travel, LLC." is registered with the Ohio Secretary of State as a trade or fictitious name. Defendant Kenney operates Now or Never Travel at 159 Crocker Park Blvd., Suite 400, Westlake, Ohio.

6. Defendants accepted deposits after direct mail solicitations of travel packages and services contracts, failed to provide Notices of Cancellation under those consumer contracts, and subsequently failed to honor consumers' notices of cancellation.

7. At all times herein, consumers received and relied upon statements and misrepresentations made by Defendant Kenney, personally and in writing, who knew or should have known of the acts or failure to act, and who allowed, caused, or ratified such acts and practices described herein.

8. The Ohio Attorney General's Office has received consumer complaints regarding Defendants. Several examples of these complaints are included in paragraphs 9, 10, and 11. By listing these examples, Plaintiff is not limiting his request for relief in this complaint to these consumers. The Better Business Bureau of Greater Cleveland has received fifty three complaints about Defendant in the last three years.

9. Consumers Ted and Carol Vail entered into a private resort membership agreement with Now or Never Travel located at 159 Crocker Park Blvd. Suite 400 Westlake Ohio. See attached Exhibit A. The Vails paid Now or Never Travel \$3,997.00 for vacation and travel related services. The contract does not contain a Notice of Cancellation. On or about November 17, 2011 the Vails contacted Rick Kenney of Now or Never Travel in an attempt to cancel the transaction. Rick Kenney responded on letterhead "extending their right to cancel to 11'17'2012." See attached Exhibit B. The Vails repeatedly attempted to cancel but never received the refund of \$3,995 as promised in the letter from Mr. Kenney of Now or Never Travel, LLC.

10. On or about January 6, 2012, consumers Maryann and Thomas Postak entered into a Private Resort Membership Agreement for \$3,593.00 with Now or Never Travel on a contract listing Now or Never Travel at 159 Crocker Park Blvd. Suite 400 in Westlake, Ohio. The Postaks were told by representatives of Now or Never Travel, LLC. that any rebates offered by third parties such as cruise lines or hotels in vacation packages would be credited or paid directly back to them. Those representations were false, the Postaks complained to Now or Never Travel, and to Rick Kenney. Many months went by before some claims were paid, while others were never paid. See attached Exhibit C.

11. Consumers Doug and Linda Millinger received an initial direct mail solicitation from Now or Never Travel, and were then invited to a presentation at the Kalahari in Sandusky, Ohio. The Millingers paid Now or Never Travel \$3,593.00, and entered into a contract on or about June 7, 2012. See attached Exhibit D. The Millingers received no Notice of Cancellation with that contract. Now or Never Travel represented to the Millingers that third party rebates from hotel or cruise line offers would be credited or repaid back to them in a timely manner. By

September of 2012, the Millingers were owed significant amounts in rebates, and were dissatisfied with Now or Never's failure to credit or repay these rebates and sought to obtain a refund of the membership fee of \$3,593.00. After repeated complaints to Now or Never Travel, Rick Kenney responded stating in part, "Pursuant to our conversation on 6/7/2012, I am extending your right to cancel to 6/7/2013." See attached Exhibit E. On May 13, 2013, the Millingers formally exercised that right but to date, the Millingers have not received their full refund of their membership, nor their further claim of \$2,963.50 in overdue rebates. See attached Exhibit F.

COUNT ONE

HOME SOLICITATION SALES ACT

FAILURE TO HONOR NOTICES OF CANCELLATION

12. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twelve (1-12) of this Complaint.
13. Defendants accepted deposits on direct mail solicitations of travel and vacation contracts and subsequently failed to honor consumers' notices of cancellation, in violation of the Ohio Home Solicitation Sales Act R.C. 1345.21. Violations of the Home Solicitation Sales Act are violations of the Direct Solicitations Rule, O.A.C. 109:4-3-11(A)(5), and the Ohio Consumer Sales Practices Act, pursuant to R.C. 1345.02(A).

COUNT TWO

FAILURE TO PROVIDE REBATES

14. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twelve (1-12) of this Complaint.

15. Defendants committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R. C. §1345.02 by representing to consumers that rebates available from third parties in travel packages, such as cruise lines or hotels, would be paid to those consumers so eligible. Defendant failed to make those rebate payments to consumers.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

1. **ISSUE** a permanent injunction enjoining Defendants Kenney and Now or Never Travel, Inc., under these or any other names, their agents, servants, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendants, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains;
2. **ISSUE** a declaratory judgment declaring that each act or practice complained of in this Complaint violates the Consumer Sales Practices Act, and the Substantive Rules contained in the Ohio Administrative Code in the manner set forth in this Complaint;
3. **IMPOSE** upon Defendants civil penalties in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each violation of the Consumer Sales Practices Act pursuant to R.C. §1345.07(D);
4. **ORDER** Defendants to reimburse consumers who have been injured by the acts and

practices of which Plaintiff complains;

5. As a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, **ORDER** Defendants, its successors or assigns, under this or any other name, to maintain in their possession and control for a period of five (5) years all business records relating to Defendants' solicitation or effectuation of business in Ohio and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) hour notice, to inspect and/or copy any and all of said records and further **ORDER** that copies of such records be provided at Defendants' expense to the Ohio Attorney General upon request of the Ohio Attorney General or his representatives;
6. **GRANT** Plaintiff his costs in bringing this action;
7. **ORDER** Defendants to pay all court costs;
8. **GRANT** such further relief as justice and equity require.

Respectfully submitted,

MICHAEL DEWINE
ATTORNEY GENERAL



THOMAS D. McGUIRE (0007121)
Senior Assistant Attorney General
Consumer Protection Section
Cleveland Regional Office
615 W. Superior Ave., 11th FL
Cleveland, OH 44113-1899
(216) 787-3030
Trial counsel for Plaintiff State of Ohio
Thomas.mcguire@ohioattorneygeneral.gov



PRIVATE RESORT MEMBERSHIP AGREEMENT # NON 61438

This agreement dated below (the set up date) between Now or Never Travel, a Delaware limited liability Corporation, herein referred to as "NON" and you, hereinafter referred to as "member".

Last Name VAIL First Name CAROL
 Last Name VAIL First Name TEDDY
 Address 1660 Hanley Road City Lexington State OH Zipcode 44904
 2nd Address (if any) _____ City _____ State _____ Zipcode _____
 Home Phone # [REDACTED] Cell/work phone # [REDACTED] Cell/work phone# _____
 Email Address [REDACTED] 2nd Email Address [REDACTED]

MEMBERSHIP TERM: The term of the Membership Agreement shall be valid from set up date and will be a Lifetime Membership. This Lifetime Membership will be Willable, Sellable and Transferable.

Membership Type Platinum Membership Price \$ 3397
 One Time Doc Fee \$ 399 First Year Annual Dues \$ 199 Total Due \$ 3995

Check # _____

I have authorized the above payments to be debited as written above from my credit/debit card: MC DIS AX

Name as shown on card (please print) Carol F. Vail
 Credit or Debit Card# 4264 2880 3124 5737 Expiration Month 12 Year 2013 CVC# 595

The Member acknowledges that this is a non-cancellable and binding contract. This is not a timeshare, health club, buyers club or door to door sales contract agreement. Please make your decision accordingly. Do not sign this agreement before you read it please.

[Signature]
Signature of New Member

TEDDY VAIL
Printed Name of New Member 11/17/11
Date

[Signature]
Signature of New Member

CAROL VAIL
Printed Name of New Member 11/17/2011
Date

[Signature]
Signature of Representative

DARRELL SWAIN
Printed Name of Representative 11/17/2011
Date

PICTURE # _____





PARADISE NEVER FELT SO GOOD

ACKNOWLEDGEMENT

New Member Name TEDDY & CAROL Vail Member # NON 61438

Handwritten initials and checkmarks on the left side of the document, corresponding to each numbered item.

(1) I/We have purchased a Platinum Membership for \$ 3399.00 and have purchased 4 weeks. I/We have received 2 additional week every year in lieu of promotional travel certificates.

(2) ANNUAL MEMBERSHIP DUES: Membership shall remain active, providing member resorts, when due, the Annual Membership Dues of \$ 199. Annual Dues will be frozen. Annual Membership Dues will be due on my anniversary date and each year thereafter. I/We will be sent a reminder 45 days before my/our due date. This will allow ongoing website access, Private Travel Concierge Service, additional travel offers and all updated newsletters. If member chooses not to renew or pay Annual Membership Dues, the membership will lapse. Member will be able to pay a re-instatement fee of \$495.00 in order to reinstate the membership.

(3) This membership entitles us to EXCLUSIVE VACATION DISCOUNT RATES and does not represent a real estate investment or timeshare.

(4) This membership includes unlimited family and friends usage, as long as member makes arrangements.

(5) NON does not assume responsibility for any verbal agreements between member and NON representative.

(6) I/We certify that during my/our negotiations for the purchase of this membership, no duress or undue influence was used by my/our representative or any other person to effect the purchase of this membership. I/We further certify that I/We are of legal age and otherwise competent to contract and that the purchase was my/our own free and voluntary act.

(7) I/We understand that NON will not resell for or repurchase this membership from us.

(8) Member acknowledges that all NON Membership plan benefits are subject to change without notice and may be altered and/or replaced with benefits equal to, or of greater quality, services or products without prior notice to member.

(9) NON and its travel suppliers have developed a unique relationship with many resorts, properties and travel companies that find it mutually beneficial to rent condominiums or provide travel services.

(10) NON acts as a reservation service and exchange company to help facilitate travel and condominiums and expressly disclaims and shall be free from any and all responsibility or liability for any damages, acts, errors, omissions, injuries, losses, accidents, delays, neglect or default of any person or entity providing any accommodations, travel services or related services due to any cause whatsoever occurring out of this agreement or members use of the participating condominium resorts, travel services or related services.

(11) NON does research the properties to try to insure that members will be booked into quality accommodations and vacations. NON does not own or control or assume any liability for any of the vacation properties, travel suppliers or related products and services provided by or through its program. NON does not assume responsibility for any of the properties or travel companies member may use. Variations in accommodations, resort amenities and vacations may be experienced.

(12) I/We, understand that any travel certificates or premium offers are not part of my/our membership and are not provided by NON, neither are they performed on by NON. I/We agree to hold NON and its affiliates and employees and representatives harmless from and against all claims, damages, losses and expenses or fees, resulting from the usage of the travel/accommodations, certificates provided or performed by third party companies given as premiums to attend a sales presentation or to purchase my membership.

(13) I/We, understand that NON is an independently owned and operated travel club offering travel services for use exclusively by eligible NON members only. Any representations concerning NON are limited to the materials provided by NON. NON is not an agent for affiliated groups, or any resort, hotel or other travel group, and is not responsible for any representation or performance by them. NON has no responsibility or liability for any other product, program, package, or service. NON is a service organization whose objective is providing travel savings for NON members by finding the lowest rate at time of booking. It is not responsible for, and shall not by its actions or lack thereof become responsible for, any act of God, terrorism, war, changes in routing, delays, lost or misplaced baggage, or other unforeseeable events while a member is in transit or in use of affiliated properties. NON is not responsible for any direct cost or consequential damages incurred by a member as a result of any reservation or trip booked through NON. NON has no control and is not responsible for the exact location of a unit within a property complex, or views, noise, furnishings, or other factors. Arrangements are with affiliated properties and are available on a first-come first-serve, space available basis. Reservations must be made according to company policy for that vacation and may be confirmed in advance subject to each properties policy. I/We agree to either guarantee arrival on a credit card or pre-pay the visit, depending on the individual properties policy. I/We are solely responsible for guests and invitees. Certain airlines, cruise lines, hotels, resorts, and other properties do not allow NON to make refunds or cancellations. All condo confirmations are final and non refundable. It is my/our responsibility to remember the reservationist's name that made the reservation.

Signature of New Member: Teddy Vail
Signature of New Member: Carol Vail

Printed Name of New Member: Teddy Vail Date: 11/17/11
Printed Name of New Member: CAROL Vail Date: 11/17/2011



Ted & Carol,

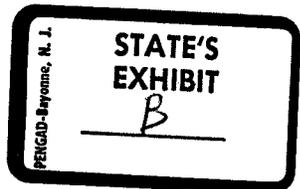
Pursuant to our conversation on 11/17/2011, I am extending your right to cancel to 11/17/2012. If you are not satisfied with our service or if the membership isn't everything I said it would be, you may cancel the membership on 11/17/2012 and receive a full refund of \$3995.00 within 10 days of 11/17/2012. I enjoyed meeting both of you and I look forward to our lunch in the not to distant future. I want you to be extremely happy with your decision.

If there are any questions or if I can be of any further assistance, please feel free to call me.

Thank You for trusting us.

[Handwritten Signature]
 Rick Kenney
 440-258-2714

Owner
Now or Never Travel





PRIVATE RESORT MEMBERSHIP AGREEMENT # NON 61547

This agreement dated below (the set up date) between Now or Never Travel, a Delaware limited liability Corporation, herein referred to as "NON" and you, hereinafter referred to as "member".

Last Name POSTAK First Name MARYANN
 Last Name POSTAK First Name THOMAS
 Address 526 WHITESTONE CIRCLE City WADSWORTH State OH Zipcode 44281
 2nd Address (if any) _____ City _____ State _____ Zipcode _____
 Home Phone # [REDACTED] Cell/work phone # [REDACTED] Cell/work phone# _____
 E-mail Address [REDACTED] 2nd Email Address _____

MEMBERSHIP TERM: The term of the Membership Agreement shall be valid from set up date and will be a Lifetime Membership. This Lifetime Membership will be Willable, Sellable and Transferable.

Membership Type Platinum Membership Price \$ 2995
 One Time Doc Fee \$ 399 First Year Annual Dues \$ 199 Total Due \$ 3593
 Check # _____
 I have authorized the above payments to be debited as written above from my credit/debit card: VS MC DIS AX
 Name as shown on card (please print) _____
 Credit or Debit Card# _____ Expiration Month _____ Year _____ CVC# _____

The Member acknowledges that this is a non-cancellable and binding contract. This is not a timeshare, health club, buyers club or door to door sales contract agreement. Please make your decision accordingly. Do not sign this agreement before you read it please.

[Signature]
Signature of New Member

THOMAS POSTAK 1/6/12
Printed Name of New Member Date

Maryann Postak
Signature of New Member

MARYANN POSTAK 1/6/12
Printed Name of New Member Date

[Signature]
Signature of Representative

SCOTT JORDAN 11/6/12
Printed Name of Representative

PICTURE # 3 & 4





PARADISE NEVER FELT SO GOOD

ACKNOWLEDGEMENT

New Member Name Maryann + Thomas Postak Member # NON 61547

TP MP (1) I/We have purchased a Antigua Membership for \$ 2995 and have purchased 4 weeks. I/We have received 2 additional week every year in lieu of promotional travel certificates.

TP MP (2) ANNUAL MEMBERSHIP DUES: Membership shall remain active, providing member remits, when due, the Annual Membership Dues of \$ 199. Annual Dues will be frozen. Annual Membership Dues will be due on my/our anniversary date and each year thereafter. I/We will be sent a reminder 45 days before my/our due date. This will allow ongoing website access, Private Travel Concierge Service, additional travel offers and all updated newsletters. If member chooses not to renew or pay Annual Membership Dues, the membership will lapse. Member will be able to pay a re-instatement fee of \$495.00 in order to reinstate the membership. Pk 1-6-2-12

TP MP (3) This membership entitles us to EXCLUSIVE VACATION DISCOUNT RATES and does not represent a real estate investment or timeshare.

TP MP (4) This membership includes unlimited family and friends usage, as long as member makes arrangements.

TP MP (5) NON does not assume responsibility for any verbal agreements between member and NON representative.

TP MP (6) I/We certify that during my/our negotiations for the purchase of this membership, no duress or undue influence was used by my/our representative or any other person to effect the purchase of this membership. I/We further certify that I/We are of legal age and otherwise competent to contract and that the purchase was my/our own free and voluntary act.

TP MP (7) I/We understand that NON will not resell for or repurchase this membership from us.

TP MP (8) Member acknowledges that all NON Membership plan benefits are subject to change without notice and may be altered and/or replaced with benefits equal to, or of greater quality, services or products without prior notice to member.

TP MP (9) NON and its travel suppliers have developed a unique relationship with many resorts, properties and travel companies that find it mutually beneficial to rent condominiums or provide travel services.

TP MP (10) NON acts as a reservation service and exchange company to help facilitate travel and condominiums and expressly disclaims and shall be free from any and all responsibility or liability for any damages, acts, errors, omissions, injuries, losses, accidents, delays, neglect or default of any person or entity providing any accommodations, travel services or related services due to any cause whatsoever occurring out of this agreement or members use of the participating condominium resorts, travel services or related services.

TP MP (11) NON does research the properties to try to insure that members will be booked into quality accommodations and vacations. NON does not own or control or assume any liability for any of the vacation properties, travel suppliers or related products and services provided by or through its program. NON does not assume responsibility for any of the properties or travel companies member may use. Variations in accommodations, resort amenities and vacations may be experienced.

TP MP (12) I/We, understand that any travel certificates or premium offers are not part of my/our membership and are not provided by NON, neither are they performed on by NON. I/We agree to hold NON and its affiliates and employees and representatives harmless from and against all claims, damages, losses and expenses or fees, resulting from the usage of the travel/accommodations, certificates provided or performed by third party companies given as premiums to attend a sales presentation or to purchase my membership.

TP MP (13) I/We, understand that NON is an independently owned and operated travel club offering travel services for use exclusively by eligible NON members only. Any representations concerning NON are limited to the materials provided by NON. NON is not an agent for affiliated groups, or any resort, hotel or other travel group, and is not responsible for any representation or performance by them. NON has no responsibility or liability for any other product, program, package, or service. NON is a service organization whose objective is providing travel savings for NON members by finding the lowest rate at time of booking. It is not responsible for, and shall not by its actions or lack thereof become responsible for, any act of God, terrorism, war, changes in routing, delays, lost or misplaced baggage, or other unforeseeable events while a member is in transit or in use of affiliated properties. NON is not responsible for any direct cost or consequential damages incurred by member as a result of any reservation or trip booked through NON. NON has no control and is not responsible for the exact location of a unit within a property complex, or views, noise, furnishings, or other factors. Arrangements are with affiliated properties and are available on a first-come first-serve, space available basis. Reservations must be made according to company policy for that vacation and may be confirmed in advance subject to each properties policy. I/We agree to either guarantee arrival on a credit card or pre-pay the visit, depending on the individual properties policy. I/We are solely responsible for guests and invitees. Certain airlines, cruise lines, hotels, resorts, and other properties do not allow NON to make refunds or cancellations. All condo confirmations are final and non refundable. It is my/our responsibility to remember the reservationist's name that made the reservation.

Thomas L. Postak
Signature of New Member

THOMAS L. POSTAK 1/6/12
Printed Name of New Member Date

Maryann Postak
Signature of New Member

MARYANN POSTAK 1/6/12
Printed Name of New Member Date


 Date: Monday, November 26, 2012 3:58 PM
 From: [REDACTED]
 To: [REDACTED]
 Subject: Fwd: Past due rebates

--- Forwarded Message ---

Date: Friday, November 16, 2012 11:56 AM
 From: [REDACTED]
 To: eakmark@live.com <eakmark@live.com>
 Cc: [REDACTED]
 Subject: Past due rebates

Rick Kenny

The following is a summary of contracted travel for the rest of the year. I know you were looking into getting things reorganized and we look forward to the settlement of these items when due. If I can be of any further service, please let me know.

Invoice 745673 Mark Postak	Travel complete 8/20/12	Jamaica Trip	Balance
due	\$458.00		
Invoice 74792 Loeffler	8/13 Travel complete	Hotel / Hampton Inn	Balance
due	\$ 28.00		
Ref: 73WR6N T Postak	Travel complete 9/1/12	Michigan hotels	Balance
due	\$ 82.25		

Other travel complete but less than 9 weeks:

Ref: 6FXDA3 Loew/West	Travel complete 9/29/12		
Cruise	Rebate	\$260.00	
Ref: Y2D5SU Azbell/Postak	Travel complete 11/5/12	Green Bay rooms	
Rebate	\$327.00		
Invoice 747875 Long/Postak	Travel complete 11/5/12	Green Bay rooms	Rebate
\$188.00			
Ref: 6PBQWY Long/Postak	travel complete 11/5/12	Flights for 4ea	Rebate
\$240.00			
		Hertz rental	
Rebate	\$100.00		

TOTAL
\$1743.25

Pending:

Invoice 747876 Postak	Complete 12/11/12	Hertz rental in
Phoenix	Rebate	\$ 60.00

We still look forward to going to dinner with you.

Hope all is well,



PRIVATE RESORT MEMBERSHIP AGREEMENT # NON 61998

This agreement dated below (the set up date) between *Now or Never Travel*, a Delaware limited liability Corporation, herein referred to as "NON" and you, hereinafter referred to as "member".

Last Name Millinger First Name Linda
 Last Name Millinger, Jr First Name Doug
 Address 111 Jackson Dr City Port Clinton State OH Zipcode 43452
 2nd Address (if any) _____ City _____ State _____ Zipcode _____
 Home Phone # [REDACTED] Cell/work phone # [REDACTED] Cell/work phone# [REDACTED]
 Email Address [REDACTED] Email Address _____

MEMBERSHIP TERM: The initial term of this Agreement shall be for 12 months. Each 12 month term after the initial 12 months shall be deemed a new and separate contract which shall require payment of Annual Membership Fees in the amount of \$ 199. In order to enter into a new contract at the expiration of each 12 month period, Client shall notify Now or Never Travel in writing by facsimile, email or U.S. Mail prior to the end of each 12 month period of the desire to have a new contract and pay the above set forth amount.

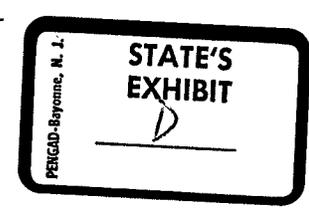
Membership Type Platinum Membership Price \$ 2995
 One Time Doc Fee \$ 359 First Year Contract Dues \$ 199 Total Due \$ 3593
 Check # _____

The Member acknowledges that this is a non-cancellable and binding contract. This is not a timeshare, health club, buyers club or door to door sales contract agreement. Please make your decision accordingly. Do not sign this agreement before you read it please.

[Signature]
 Signature of New Member
[Signature]
 Signature of New Member
[Signature]
 Signature of Representative
[Signature]

Doug Millinger Jr 6-7-12
 Printed Name of New Member Date
Linda Millinger 6/7/12
 Printed Name of New Member Date
Doug Millinger Jr 6-7-12
 Printed Name of Representative Date
Edward Matysik

PICTURE # 10 & 11





PARADISE NEVER FELT SO GOOD

ACKNOWLEDGEMENT

New Member Name Millinger Member # NON 61998

DM. LM (1) I/We have purchased a PLATINUM Membership for \$ 2995 and have purchased 4 weeks. I/We have received additional week every year in lieu of promotional travel certificates.

DM. LM (2) By this agreement, the Client shall be entitled to all rights and benefits of Now Or Never Travel Membership, and allowed to request up to week(s) of condominium accommodations per year provided by Now or Never Travel. The location and week (s) shall be determined by using the reservation procedures as set forth in Now Or Never Travel Membership materials.

DM. LM (3) If member chooses not to renew or pay Annual Membership Dues, the membership will lapse. Member will be able to pay a re-instatement fee of \$495.00 in order to re-instate the membership.

DM. LM (4) This membership entitles us to EXCLUSIVE VACATION DISCOUNT RATES and does not represent a real estate investment or timeshare.

DM. LM (5) This membership includes unlimited family usage, as long as member makes arrangements.

DM. LM (6) NON does not assume responsibility for any verbal agreements between member and NON representative.

DM. LM (7) I/We certify that during my/our negotiations for the purchase of this membership, no duress or undue influence was used by my/our representative or any other person to effect the purchase of this membership. I/We further certify that I/We are of legal age and otherwise competent to contract and that the purchase was my/our own free and voluntary act.

DM. LM (8) I/We understand that NON will not resell for or repurchase this membership from us.

DM. LM (9) Member acknowledges that all NON Membership plan benefits are subject to change without notice and may be altered and/or replaced with benefits equal to, or of greater quality, services or products without prior notice to member.

DM. LM (10) NON and its travel suppliers have developed a unique relationship with many resorts, properties and travel companies that find it mutually beneficial to rent condominiums or provide travel services.

DM. LM (11) NON acts as a reservation service and exchange company to help facilitate travel and condominiums and expressly disclaims and shall be free from any and all responsibility or liability for any damages, acts, errors, omissions, injuries, losses, accidents, delays, neglect or default of any person or entity providing any accommodations, travel services or related services due to any cause whatsoever occurring out of this agreement or members use of the participating condominium resorts, travel services or related services.

DM. LM (12) NON does research the properties to try to insure that members will be booked into quality accommodations and vacations. NON does not own or control or assume any liability for any of the vacation properties, travel suppliers or related products and services provided by or through its program. NON does not assume responsibility for any of the properties or travel companies member may use. Variations in accommodations, resort amenities and vacations may be experienced.

DM. LM (13) I/We, understand that any travel certificates or premium offers are not part of my/our membership and are not provided by NON, neither are they performed on by NON. I/We agree to hold NON and its affiliates and employees and representatives harmless from and against all claims, damages, losses and expenses or fees, resulting from the usage of the travel/accommodations, certificates provided or performed by third party companies given as premiums to attend a sales presentation or to purchase my membership.

DM. LM (14) I/We, understand that NON is an independently owned and operated travel club offering travel services for use exclusively by eligible NON members only. Any representations concerning NON are limited to the materials provided by NON. NON is not an agent for affiliated groups, or any resort, hotel or other travel group, and is not responsible for any representation or performance by them. NON has no responsibility or liability for any other product, program, package, or service. NON is a service organization whose objective is providing travel savings for NON members by finding the lowest rate at time of booking. It is not responsible for, and shall not by its actions or lack thereof become responsible for, any act of God, terrorism, war, changes in routing, delays, lost or misplaced baggage, or other unforeseeable events while a member is in transit or in use of affiliated properties. NON is not responsible for any direct cost or consequential damages incurred by a member as a result of any reservation or trip booked through NON. NON has no control and is not responsible for the exact location of a unit within a property complex, or views, noise, furnishings, or other factors. Arrangements are with affiliated properties and are available on a first-come first-serve, space available basis. Reservations must be made according to company policy for that vacation and may be confirmed in advance subject to each properties policy. I/We agree to either guarantee arrival on a credit card or pre-pay the visit, depending on the individual properties policy. I/We am solely responsible for guests and invitees. Certain airlines, cruise lines, hotels, resorts, and other properties do not allow NON to make refunds or cancellations. All condo confirmations are final and non refundable. It is my/our responsibility to remember the reservationist's name that made the reservation.

[Signature]
Signature of New Member
[Signature]
Signature of New Member

Doug Millinger JR 6-7-12
Printed Name of New Member Date
Linda Millinger 6-7-12
Printed Name of New Member Date



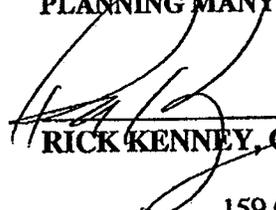
Dear Member,

I WOULD LIKE TO WELCOME YOU TO OUR NOW OR NEVER FAMILY.
WE OFFER MANY EXCITING SAVINGS FOR OUR MEMBERS AND THEIR FAMILIES.

GUARANTEED MEMBERSHIP SAVINGS

- | | |
|---|--|
| 1. CAR RENTAL | OVER \$200.00/ SAVINGS \$100.00
UNDER \$200.00/ SAVINGS \$50.00 |
| 2. AIRFARE | \$100.00 PER MEMBER OFF LOWEST
AVAILABLE PRICE (ROUND-TRIP) |
| 3. HOTELS | 25% OFF LOWEST AVAILABLE PRICE |
| 4. CRUISES | 25% OFF LOWEST AVAILABLE PRICE |
| 5. VACATION PACKAGES
(WITH OR WITHOUT AIR) | 25% - 40% OFF LOWEST AVAILABLE PRICE |
| 6. ALL INCLUSIVES | 25% - 50% OFF LOWEST AVAILABLE PRICE |
| 7. CONDO'S | 30% - 50% OFF LOWEST AVAILABLE PRICE |

THANK YOU FOR BECOMING A NOW OR NEVER MEMBER. WE LOOK FORWARD TO
PLANNING MANY MEMORABLE VACATIONS FOR YOU AND YOUR FAMILY.



 RICK KENNEY, OWNER

6-7-2014

 DATE

159 Crocker Park Blvd., Ste 400, Westlake, Ohio 44145
 440-385-4440 (Corporate) 440-2582714 (Direct)
 eakmark@live.com



Doug & Linda,

Pursuant to our conversation on 6/7/2012, I am extending your right to cancel to 6/7/2013. If you are not satisfied with our service or if the membership isn't everything I said it would be, you may cancel the membership on 6/7/2013 and receive a full refund of \$3,593.00 within 30 days of 6/7/2013. Also, any year that you do not use our service, I will refund the \$199.00 annual dues. I want you to be extremely happy with your decision. I enjoyed meeting both of you and I look forward to our dinner at Chez Francois in the not to distant future.

If there are any questions or if I can be of any further assistance, please feel free to call me.

Thank You for trusting us.

Rick Kenney
440-258-2714

Owner
Now or Never Travel



May 13, 2013

Rick Kenney
Owner of Now or Never Travel

We joined Now or Never Travel on 6/7/2012 with the understanding that if we booked our travel through your company we would receive a members benefit (for example \$100 per airline ticket purchased, 25% off hotel stay, etc.) in form of a check approximately 90 days after our return. Since June 7, 2012 we have traveled numerous times and have not received one penny that is due to us. At this time we are owed by you/Now or Never Travel \$2,963.50.

As per the letter you sent us when we joined we are asking that we receive a full refund of \$3,593.00 since we are NOT satisfied with your company's service. A copy of this letter is attached.

Please send the amount owed to us to the address below.

Linda Millinger

Doug Millinger

Linda & Doug Millinger
1111 Jackson Drive
Port Clinton, OH 43452
[REDACTED]

