

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
By ATTORNEY GENERAL JOSH SHAPIRO,

Plaintiff,

v.

MATTHEW C. BARNES, acting individually and
as principal and owner of Barnes Professional
Limousine Service, LLC and Walten Point Productions,
LLC; and
BARNES PROFESSIONAL LIMOUSINE SERVICE,
LLC, a Pennsylvania limited liability company; and
WALTEN POINT PRODUCTIONS, LLC,
a Florida limited liability company,

Defendants.

CIVIL DIVISION

No. 13439-19

Type of Case: Equity

Type of Pleading: Complaint

Filed on Behalf of:

Commonwealth of Pennsylvania,
By Attorney General Josh Shapiro
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17102

Counsel of Record for Plaintiff:

Brandon J. Bingle
Deputy Attorney General
Office of Attorney General
4801 Atlantic Avenue
Erie, Pennsylvania 16506
bbingle@attorneygeneral.gov
Phone: (814) 878-5858
PA I.D. Number: 209133

COMMON PLEAS COURT

2019 DEC 19 PM 1:05

CLERK OF COURT

THIS IS NOT AN ARBITRATION CASE –

This case has been brought by the Commonwealth under the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, et seq.

AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED

Brandon J. Bingle
Deputy Attorney General
Attorney ID # 209133
Commonwealth of Pennsylvania
Office of Attorney General
Bureau of Consumer Protection
4801 Atlantic Avenue
Erie, Pennsylvania 16506
(814) 878-5858
Attorney for Plaintiff

COMMON PLEAS COURT
ERIE COUNTY
2019 OCT 19 PM 1:08

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
By ATTORNEY GENERAL JOSH SHAPIRO,

Plaintiff,

v.

MATTHEW C. BARNES, acting individually and
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Defendants.

CIVIL DIVISION - EQUITY

No. _____

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, (hereinafter “Commonwealth” or “Plaintiff”), and brings this action pursuant to the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, et seq. (hereinafter “*Consumer Protection Law*”), to restrain unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the *Consumer Protection Law*. The *Consumer Protection Law* authorizes the Attorney General to

bring an action in the name of the Commonwealth of Pennsylvania, to restrain by temporary and/or permanent injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the *Consumer Protection Law*.

The Commonwealth has reason to believe that Matthew C. Barnes, Barnes Professional Limousine Service, LLC, and/or Walten Point Productions, LLC are using, have used, and/or are about to use methods, acts or practices declared unlawful by Section 201-3 of the *Consumer Protection Law*; and, that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of are enjoined. The Commonwealth believes that the public interest is served by seeking, before this Honorable Court, a permanent injunction to restrain the methods, acts, and practices of the Defendant, as hereinafter set forth. Further, the Commonwealth requests injunctive relief, civil penalties, costs, and other appropriate equitable relief as redress for violations of the *Consumer Protection Law*.

In support of this action, the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code - 42 Pa.C.S. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa.R.C.P. 1006(a)(1).

THE PARTIES

3. The Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro, with offices located at 4801 Atlantic Avenue, Erie, Pennsylvania 16506, and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Matthew C. Barnes (hereinafter “Defendant Barnes” and “Defendants” when referred to collectively with other defendants) is an adult individual with a last known address of 19111 Fisher Island Drive, Miami, Florida, 33109.

5. Defendant Barnes Professional Limousine Service, LLC (hereinafter “Defendant BPLS” and “Defendants” when referred to collectively with other defendants) is a Pennsylvania limited liability company with a registered address of 3850 Walker Boulevard, Erie, Pennsylvania, 16509.

6. Defendant Walten Point Productions, LLC (hereinafter “Defendant Walten” and “Defendants” when referred to collectively with other defendants) was formerly registered as a Pennsylvania limited liability company with a registered address of 3850 Walker Boulevard, Erie, Pennsylvania, 16509. On or about September 16, 2019, Defendant Walten amended its registration to be listed as a foreign limited liability company, organized in the State of Florida, with a registered business address of 19111 Fisher Island Drive, Miami Beach, Florida, 33109.

7. It is believed and therefore averred that Defendant Barnes is the sole owner and principal of Defendant BPLS and Defendant Walten.

8. It is believed and therefore averred that Defendants operate businesses in the Commonwealth and/or other states under various fictitious names, including, among possible others: “Barnes Erie Limousine,” “Barnes Worldwide,” “Erie Limo Services,” “South Miami Limos,” “Baton Rouge Limo Rental,” and “Go VIP Worldwide.”

BACKGROUND

9. Defendants have engaged in trade and commerce in the Commonwealth of Pennsylvania and other states by advertising, marketing, offering to sell, selling, and/or contracting with consumers for the provision of transportation services.

10. It is believed and therefore averred that Defendants operate internet websites (as well as social media pages) including, among others: *www.barnesworldwide.com*, *www.govipworldwide.com*, and *www.partyservicemiami.com*. (Attached hereto and incorporated as set forth herein as Exhibit 1 – Printouts of Defendants’ Websites and Social Media Pages).

11. The Commonwealth has received a number of consumer complaints against the Defendants indicating that Defendants have engaged in unfair and deceptive acts and practices in violation of the *Consumer Protection Law*, as described more fully herein.

12. In addition to consumer complaints, a number of media outlets, including those outside the Commonwealth, have reported on the Defendants’ unfair and/or deceptive acts and practices towards consumers, including:

a. Tampa bride says she was charged \$500 for inquiring about a limo charge, News Channel 8, Shannon Behnken, January 14, 2019, <https://www.wfla.com/8-on-your-side/better-call-behnen/tampa-bride-says-she-was-charged-500-for-inquiring-about-a-limo-charge/> (attached hereto and incorporated as set forth herein, Exhibit 2 – News Channel 8 article, 1/14/19);

b. Taken for a Ride: South Florida limo company charges customers extra for asking questions about bill, 7 News Miami, July 11, 2019, <https://wsvn.com/news/investigations/taken-for-a-ride-south-florida-limo-company-charges-customers-extra-for-asking-questions-about-bill/> (attached hereto and incorporated as set forth herein, Exhibit 3 – 7 News Miami article, 7/11/19);

c. Complaints Pour In Surrounding Erie Limo Business, Erie News Now, Emily Matson, September 5, 2019, <https://www.erienewsnow.com/story/41010662/complaints-pour-in-surrounding-erie-limo-business> (attached hereto and incorporated as set forth herein, Exhibit 4 – Erie News Now article, 9/5/19);

d. Local Limo Service Owner Is Denying Claims of Bilking Customers, Erie News Now, Amanda Post, September 6, 2019, <https://www.erienewsnow.com/story/41014555/local-limo-service-owner-is-denying-claims-of-bilking-customers> (attached hereto and incorporated as set forth herein, Exhibit 5 – Erie News Now article, 9/6/19); and

e. Customers say limo business took them for a ride, Pittsburgh Post-Gazette, Patricia Sabatini, September 22, 2019, <https://www.pressreader.com/usa/pittsburgh-post-gazette/20190922/281479278132416> (attached hereto and incorporated as set forth herein, Exhibit 6 – Pittsburgh Post-Gazette article, 9/22/19).

13. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Commonwealth and who have been harmed due to the methods, acts and practices of the Defendants, which include, but are not limited to, the practices alleged herein.

14. At all times relevant and material hereto, the unfair methods, acts and practices complained of herein have been willfully used by the Defendants.

15. At all times relevant and material hereto, Defendant Barnes, acting individually and/or in his capacity as owner and principal of Defendant BPLS and/or Defendant Walten, authorized, approved, endorsed, formulated, directed, controlled, and/or participated in the conduct alleged herein.

FACTS

16. At all times relevant and material hereto, Defendants engaged in trade and commerce within, and/or purportedly from, the Commonwealth of Pennsylvania through the advertising, offering for sale, and/or sale of transportation services to consumers in Pennsylvania, as well as to consumers in other states.

17. It is believed and therefore averred that although Defendants advertise(d) and/or represent(ed) that they are (or were) a business registered and located in the Commonwealth of Pennsylvania, the Defendants do not currently have a physical business location in the Commonwealth of Pennsylvania.

18. It is believed and therefore averred that Defendant Barnes, acting individually and/or in his capacity as owner and principal of Defendant BPLS and/or Defendant Walten, operates the Defendants' businesses from his residence in Florida, utilizing internet websites, telephone, electronic mail (hereinafter "e-mail"), and UPS Store post-office box rentals.

19. The registered business address of Defendant BPLS, and the former registered business address of Defendant Walten, 3850 Walker Boulevard, is a building currently occupied by a presumably unrelated business.

20. Defendants' websites create the impression that Defendants own a fleet of vehicles and employ their own drivers, when in fact, Defendants do not.

21. Defendants hire third-party limousine companies to fulfill contracts entered into with consumers.

22. Defendants speak with, or otherwise have communications with, consumers who are seeking transportation services.

23. During the communications, Defendants represent to the consumers an approximate cost of their service based upon an hourly rate, the consumers' pick-up and drop-off time, and fixed gratuity and service charges.

24. Defendants' representations create the understanding with consumers that the total cost of the service is a certain dollar amount.

25. It is believed and therefore averred that Defendants represent to consumers that consumers billing for the transportation services begins when the consumers are picked up.

26. During the initial communications between Defendants and the consumers, Defendants do not explain or disclose that they hire third parties to provide the service vehicles and drivers.

27. During the initial communications between Defendants and the consumers, Defendants do not explain or disclose that Defendants will charge the consumers for the service vehicles' travel time to and from the vehicles' warehouses.

28. Defendants represent to consumers that the only way they can secure their transportation services for the day needed is to execute a contract and submit full payment.

29. After giving consumers a misleading sales 'pitch', Defendants e-mail, or otherwise send the consumers, a standardized form contract for the consumers to sign and send back to Defendants. *(Attached hereto and incorporated as set forth herein, Exhibit 7 – Contract Examples).*

30. In the contract, consumers are required to give their credit/debit card information and sign an authorization permitting Defendants to charge consumers' credit/debit cards in order to pay for, and thus secure, the agreed upon transportation services.

31. The standardized form contract provided to consumers by Defendants contains a separate, single page of Rules and Regulations that is single spaced, in a small font size, and contains approximately 1,500 to 2,000 words (sometimes drafted as a single paragraph).

32. The Rules and Regulations page can be difficult for consumers to read.

33. The Rules and Regulations page contains various conditions that are not given their own separate, numbered paragraphs..

34. After Defendants receive the contract with the consumers' signature, Defendants use the contract as authorization to charge consumers credit/debit cards for the transportation services.

35. Defendants do not send back to the consumers a contract signed by Defendants before charging consumers' credit/debit cards.

36. Defendants' contracts do not have a space reserved for the Defendants' signature and execution date.

37. In some instances, consumers' credit/debit cards are charged prior to the date of the contracted for services.

38. Some consumers are charged based upon estimates and before a vehicle ever leaves a facility.

39. Consumers, whether charged before, on, and/or after the date of service, have received charges on their credit/debit cards that exceed the amount that Defendants represented to the consumers during the initial contact.

40. An example of a charge that exceeds the consumers' expectations is a charge for the service vehicle's travel time from its warehouse to the initial pick-up point, and the service vehicle's travel time from the drop-off point back to the warehouse.

41. For consumers whose credit/debit cards are charged in advance of the date of service and the charge exceeds what the consumers understood they would be paying, Defendants, upon being contacted by the consumers to cancel the contract, represent to the consumers that they will not return the consumers' money, even if they wish to cancel the contract.

42. If a consumer calls his/her credit/debit card company and/or Defendants to dispute or inquire about a charge, Defendants charge the consumer's credit/debit card an additional sum ranging from (depending upon the contract) \$500 to \$585.

43. If a consumer calls his or her credit/debit card company to dispute the additional charge described in paragraph 42 above, Defendants charge the consumer's credit/debit card another \$500 to \$585.

44. The charges to consumers described in paragraphs 42 and 43 above are purportedly based upon language that is lodged in the middle of the Rules and Regulation page, and is substantially as follows:

"If the purchaser charges back, disputes or inquires about any charge applied by our company to their credit/debit card, purchaser authorizes a charge of \$500 per transaction to be charged to their credit/debit card to cover fees, penalties and or administration costs applied to or bared by the company."

(Attached hereto and incorporated as set forth herein, Exhibit 8 – Example of Rules and Regulation page, enlarged).

45. Defendant Barnes has publicly denied any such fees existed. *See* Exhibit 6.

46. Examples of consumers' experiences with Defendants are as follows:

a. Consumer A contacted Defendants for the purpose of renting a vehicle for her sister's bachelorette party, which was going to take place on September 29, 2018 in Erie, Pennsylvania. Consumer A had a phone conversation with Defendants about three (3) months prior to the September 29th date. During that phone conversation, Defendants quoted Consumer A the price of around \$400 for the four (4) hours needed. Defendants emailed Consumer A the contract papers, but did not include in the contract the total price of the services. Consumer A, believing her total cost would be around \$400, signed the contract and sent it back to Defendants. On the same day Consumer A sent the contract back, Defendants emailed Consumer A informing her that her credit/debit card was charged \$596.70, which included the 4 hours the vehicle was needed, an additional hour of travel time to and from the warehouse, and a \$22.95 convenience fee for using a credit/debit card. In the initial phone conversation, Defendants did not inform Consumer A that her credit/debit card would be charged immediately. In addition, Defendants did not provide Consumer A with a copy of the contract containing Defendants' signature prior to charging Consumer A's credit/debit card. As her sister's party was still about three (3) months away, Consumer A contacted Defendants to cancel the contract. Defendants informed her that she could cancel the contract, but she would not be refunded her money. Consumer A contacted her credit/debit card company to file a dispute on the charge. In response, Defendants charged Consumer A's credit/debit card \$500. When Consumer A filed a dispute on the \$500 charge, Defendants charged Consumer A's credit/debit card another \$500. In total, Defendants charged Consumer A's credit/debit card approximately \$1,596.70.

b. Consumer B contacted Defendants to rent a vehicle for 3 hours on her wedding day taking place in Gatlinburg, Tennessee on February 13, 2019. The agreed upon price for the rental was \$495. A few days after the wedding, Defendants charged Consumer B's (or her husband's) credit/debit card an additional \$99. Defendants justified the charge by stating the total service time extended an extra 3 minutes, thus authorizing Defendants to charge Consumer B for an additional hour, plus fees. Defendants refused to refund the \$99 to Consumer B. Consumer B and her husband disputed the \$99 charge with their bank. In response, Defendants charged Consumer B \$550. In total, Defendants charged Consumer B's credit/debit card approximately \$1,144.

c. Consumer C contacted Defendants to rent a limousine for his son's birthday in Miami, Florida on March 2, 2019. Consumer C told Defendants that he only needed the limousine for a one (1) hour block of time. Defendants quoted Consumer C the price of \$250 per hour. With the gratuity and service charges, Consumer C expected to pay about \$360. Consumer C signed a contract provided by Defendants. After his son's party, Consumer C received an email from Defendants informing Consumer C that his credit card was charged \$716 for two (2) hours of service, which included the limousine's travel time to and from the warehouse. After a

series of emails between Defendants and Consumer C regarding the charge to Consumer C's credit card, Defendants sent Consumer C an email informing him that Consumer C's credit card was being charged an additional \$575 to pay for the "consultation service" provided by Defendants in responding to Consumer C's inquiry. In total, Defendants charged Consumer C's credit card approximately \$1,291.

47. Defendants utilize unfair and/or deceptive business practices wherein, Defendants litter the internet with numerous deceptive websites in order to maximize their ability to obtain, via misrepresentations and unconscionable, 'take-it-or-leave-it' adhesion contracts, consumers' credit/debit card information that Defendants then use to willfully overcharge the consumers for the specific purpose of baiting the consumers into inquiring and/or disputing the charges to Defendants and/or the consumers' credit/debit card companies, all so that Defendants can then charge the consumers' credit/debit cards additional monies.

48. Defendants' standardized form contracts, including the Rules and Regulations page, are given to consumers with no meaningful opportunity for the consumers to negotiate the standardized terms.

49. Defendants' standardized form contracts, including the Rules and Regulations page, contain confusing, unfair, and/or deceptive language, including, but not limited to:

a. Directly underneath the line reserved for the pick-up and drop-off line, the contracts state that "[a]ll billing runs from portal to portal in 1 hour long blocks of time. You will be billed [the applicable hourly rate] plus gratuity and service charge."

b. The term "portal to portal" is not defined in Defendants' contracts, thus creating the understanding in consumers that the total cost of the transportation services is based upon the pick-up and drop-off time listed on the first page of the contract.

c. In the Rules and Regulations, it states that "[t]he driver/agent of the third party and or [Defendants] has the right to terminate service without refund, if there is a blatant indiscretion on the part of the [Consumer(s)] and to be decided solely by the third party or the [Defendants]."

d. The term "blatant indiscretion" is not defined in the Rules and Regulations, thus giving the Defendants the ability to charge consumers' credit/debit cards and then cancel services

for whatever reason Defendants concoct. (Then if consumers dispute the charge with their credit/debit card companies, Defendants would charge the consumers more money.)

e. In the Rules and Regulations, it states that “[a]ll time/billing runs consecutively and is billed in 1-hour blocks of time. [Consumer] understands the times listed on the agreement are only minimum times and purchaser is solely responsible to pay for all time consumed along with the minimum time indicated. Early dismissal, downsizing, or shortening the rental hours will not reduce the cost of the service originally requested.”

f. The front page of the contract makes no mention of the consumer paying a convenience fee for using a credit/debit card, however, in the Rules and Regulations, it states that “[a] 4% convenience fee will be added to the total package price for all payments placed on a debit or credit card.”

g. In the Rules and Regulations, it states that the “agreement is not binding until signed by both [the consumer] and the [Defendants].” However, there is no space reserved on the contract for a representative of the company to place a signature and printed name, along with the date and time of Defendants’ execution of the contract.

h. In the Rules and Regulations, it states that “[a]ll payments are nonrefundable.”

i. In the Rules and Regulations, it states that “[t]he [consumer’s] service date will not be secure until [consumer’s] payment is received. [The consumer’s] payment is due on or before the signature of this agreement.”

j. In the Rules and Regulations, it states that “[i]f the rental contract is canceled anytime outside of 365 days from the rental[,] the [consumer] shall pay half of the remaining rental fee. If the rental contract is cancelled within 365 days or less from the date of the rental[,] the [consumer] will have to pay the full rental fee to include the estimated travel time to the pickup and back from drop off to the warehouse.”

k. On the page reserved for the consumer to photocopy his/her credit/debit card and photo identification, the consumer is required to execute a signature authorizing Defendants to bill the card.

l. In the Rules and Regulations, it states that “[i]f there is a disagreement regarding service or the contract[,] all decisions by the [Defendants] will be final.”

50. With respect to the contract appearing to give consumers a benefit for cancelling outside of 365 days, as full payment of the rental fee is required on or before the signing of the contract, a consumer contracting with Defendants for services over 365 days away would not have any “remaining rental fee,” and thus, is not entitled to any refund. *See* paragraph 49(j) above.

51. Defendants' standardized form contract term setting forth a charge for disputing or inquiring about charges on the consumers' credit/debit card, in effect, prevents consumers from communicating with banks and/or debit/credit card companies concerning Defendants' conduct and/or performance.

52. Charging a consumer for inquiring about and/or disputing a charge on the consumer's credit/debit card constitutes an illegal penalty.

CAUSES OF ACTION

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW

Charging Credit/Debit Cards for Inquiring About and/or Disputing Charges

53. The preceding paragraphs are incorporated herein as though fully set forth below.

54. Defendants misrepresent the cost of the consumers' transportation services prior to the consumers signing a contract.

55. Consumers rely on Defendants' misrepresentations in signing contracts with the Defendants.

56. Once the contract is signed, Defendants charge consumers amounts that exceed what Defendants represented to the consumers prior to the contract being signed.

57. If consumers inquire about and/or dispute the excessive charge with Defendants or the consumers' debit/credit card companies, Defendants charge consumers debit/credit cards anywhere from \$500 to \$585 for each inquiry and/or dispute.

58. Subsequent charges for inquiring about and/or disputing charges made to the consumers' credit/debit cards are not adequately and/or clearly and conspicuously disclosed within the written contract.

59. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the *Consumer Protection Law*, as defined by Section 201-2 of the same, including without limitation:

- a. Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v);
- c. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, in violation of Section 201-2(4)(vii); and/or
- d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

60. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

61. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring the Defendants' conduct, as set forth in this Complaint, to be in violation of the *Consumer Protection Law*;

- B. Directing the Defendants to comply with the *Consumer Protection Law* and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-4.1 of the *Consumer Protection Law*, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the *Consumer Protection Law*;
- D. Directing the Defendants, pursuant to Section 201-8(b) of the *Consumer Protection Law*, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the *Consumer Protection Law*, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendants, in any capacity, from doing business in and/or from the Commonwealth of Pennsylvania as a provider and/or broker and/or lead generator of transportation services.
- F. Permanently enjoining Defendants, in any capacity, from charging consumers' credit and/or bank accounts for any type of goods or services.
- G. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- H. Granting such other relief as the Court deems necessary and appropriate.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW

Unfair and/or Deceptive Advertising and Other Misrepresentations

62. The preceding paragraphs are incorporated herein as though fully set forth below.

63. As set forth above in paragraph 20, Defendants' websites and/or social media pages create the impression or belief that Defendants' services will be provided by vehicles that Defendants own and

drivers that are employed by Defendants, when in fact the services will be provided by third parties. *See also* Exhibit 1 – Printouts of Defendants’ Websites and Social Media Pages.

64. During the initial contact with consumers and prior to contracts being signed by consumers, Defendants do not disclose that the transportation services being provided to consumers are being performed by third parties hired by Defendants, and as such, Defendants do not disclose the physical business locations of these third parties.

65. Defendants’ websites create the impression or belief that Defendants have physical (‘brick and mortar’) business locations in Erie, Pennsylvania; Pittsburgh, Pennsylvania; Wilmington, Delaware; Baton Rouge, Louisiana; Milwaukee, Wisconsin; Kansas City, Missouri; and Miami, Florida, when in fact, Defendants do not have physical business locations in any of these cities.

66. The Facebook page for Defendant Walten lists an address of 115 Federal Street, Pittsburgh, Pennsylvania, 15212, which is in fact the property upon which the PNC Park baseball stadium is located.

67. The Facebook page for South Miami Limos (which links to www.southmiamilimos.com) lists an address of 6619 S. Dixie Hwy #113, Miami, Florida 33143, when in fact the UPS Store in the Dadeland North Shopping Center is located at the 6619 S. Dixie Highway address.

68. During the initial contact with consumers and prior to the contracts being signed by consumers, Defendants represent and/or create the understanding to/with consumers that the consumers’ billing will be based upon the pick-up and drop-off times.

69. During the initial contact with consumers and prior to the contracts being signed by consumers, Defendants represent and/or create the understanding to/with consumers that the cost to consumers is a certain price, when in fact the total cost to consumers will include charges not disclosed to consumers during the initial contact.

70. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the *Consumer Protection Law*, as defined by Section 201-2 of the same, including without limitation:

- a. Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. Using deceptive representations or designations of geographic origin in connection with goods or services, in violation of Section 201-2(4)(iv);
- c. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v);
- d. Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, in violation of Section 201-2(4)(vii); and/or
- e. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

71. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

72. The above described conduct has been willful and is unlawful under Section 201-3 of the *Consumer Protection Law*.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring the Defendants' conduct, as set forth in this Complaint, to be in violation of the *Consumer Protection Law*;
- B. Directing the Defendants to comply with the *Consumer Protection Law* and any amendments thereto;
- C. Directing the Defendants, pursuant to Section 201-4.1 of the *Consumer Protection Law*, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the *Consumer Protection Law*;
- D. Directing the Defendants, pursuant to Section 201-8(b) of the *Consumer Protection Law*, to pay civil penalties in the amount of one thousand dollars (\$1,000.00) for each and every violation of the *Consumer Protection Law*, and three thousand dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- E. Permanently enjoining Defendants, in any capacity, from doing business in and/or from the Commonwealth of Pennsylvania as a provider and/or broker and/or lead generator of transportation services.
- F. Permanently enjoining Defendants, in any capacity, from charging consumers' credit and/or bank accounts for any type of goods or services.
- G. Directing Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action; and
- H. Directing Defendants to disgorge all profits obtained as a result of Defendants charging consumers' credit/debit cards in response to consumers inquiring and/or disputing charges placed on the consumers' credit/debit cards by the Defendants.
- I. Granting such other relief as the Court deems necessary and appropriate.

Respectfully submitted,

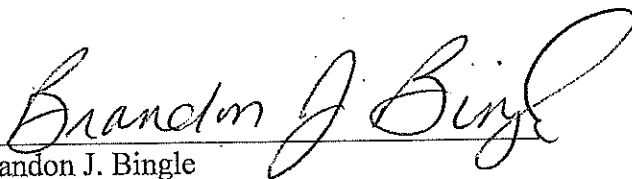
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date:

12/18/19

By:



Brandon J. Bingle
Deputy Attorney General
PA Attorney No. 209133
Pennsylvania Office of Attorney General
4801 Atlantic Avenue
Erie, Pennsylvania 16506
Phone: (814) 878-5858
bbingle@attorneygeneral.gov

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
By ATTORNEY GENERAL JOSH SHAPIRO,

Plaintiff,

v.

MATTHEW C. BARNES, acting individually and
as principal and owner of Barnes Professional
Limousine Service, LLC and Walten Point Productions,
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WALTEN POINT PRODUCTIONS, LLC,
a Florida limited liability company,

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CIVIL DIVISION - EQUITY

No. _____

VERIFICATION

I, KELLY BELL, hereby state that I am over eighteen (18) years of age and am a Consumer Protection Agent for the Commonwealth of Pennsylvania, Office of Attorney General, Erie Regional Office, the Plaintiff in this action. I verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief. I understand that the statements therein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

Date:

December 18, 2019

By:

Kelly Bell

Kelly Bell, Agent

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
By ATTORNEY GENERAL JOSH SHAPIRO,

Plaintiff,

v.

MATTHEW C. BARNES, acting individually and
as principal and owner of Barnes Professional
Limousine Service, LLC and Walten Point Productions,
LLC; and
BARNES PROFESSIONAL LIMOUSINE SERVICE,
LLC, a Pennsylvania limited liability company; and
WALTEN POINT PRODUCTIONS, LLC,
a Florida limited liability company,

Defendants.

CIVIL DIVISION - EQUITY

No. _____

2019 DEC 19 PM 1:05
COMMON PLEAS COURT
ERIE COUNTY

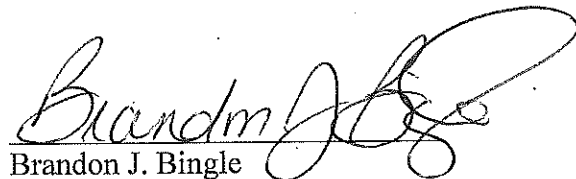
CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date:

12/18/19

By:



Brandon J. Bingle
Deputy Attorney General
PA ID # 209133
Office of Attorney General
4801 Atlantic Avenue
Erie, Pennsylvania 16506
Phone: (814) 878-5858
bbingle@attorneygeneral.gov

EXHIBIT 1

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Password

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Explore local businesses on Facebook

Sign up for Facebook today to discover local businesses near you.

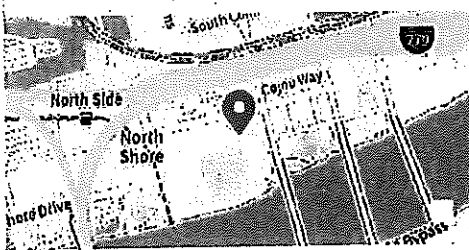
Sign Up

Walten Point Productions &
Barnes Limo
Business Service

Unofficial Page • Located in Pittsburgh, Pennsylvania

1.0 1.0 out of 5 • Based on the opinion of 3 people

About



Address 115 Federal St
Pittsburgh, Pennsylvania 15212
Phone (412) 400-2563
Website

Near Walten Point Productions & Barnes Limo



Pittsburgh Technology Council
Business Service
4.7 ★ • 9 public ratings



Matrix Solutions
Business Service



Elias/Savon Interactive Inc
Business Service

Related Pages



The NES Page
Entertainment Website



ACE Estates Roofing & Exteriors LLC
Roofing Service

REVIEWS



Eric Garcia-Tunon doesn't recommend Walten Point Productions & Barnes Limo.
March 6 •

BEWARE This is a criminal enterprise. I used this service for a "\$250" 1 hour limo ride and was charged over \$1500! When I inquired a about the charge they charged me a \$550 "asking a question charge". It sounds like a joke but sadly it's not.

These people are crooks. I wish I would have read the reviews before. This is a scam and they will steal your money.

1



Brian Simpson doesn't recommend Walten Point Productions & Barnes Limo.
October 30, 2018 •

Matthew Barnes aka DJ Barnes operates this company and goes to great lengths to convince everyone it is "worldwide" and a legitimate business with multiple call centers. The fact is he operates this business himself and all calls to the various nationwide call centers go directly to him. It is very easy to obtain a phone number with an area code of any location you desire. His entire business strategy is based on misrepresentation and trickery. Even though he thinks he is... See More

2

6 Comments



Holly Cordray I got ripped off by him today he is using a nes page govipworldwide
22w



Crislie Bolduc Hernandez replied • 5 Replies



Komal Patel reviewed Walten Point Productions & Barnes Limo —
May 15, 2018 •

BE AWARE!!! We rented limo for 3 hours on Mother's Day to take us around gatlinsburg/pigeon forge area, what started with just as simple as \$120/hour service charge led to a total of \$1010.88 charge on my credit card. Matt Barnes conveniently did not disclose vehicle dispatch time and charges, my initial transaction receipt showed up with charges for additional 2 hours which was for the limo to get to our cabin and back to its location. Come to find out the third party vendor ... See More

3 Comments

Exhibit 1
Page 1

10/2/2019

Walten Point Productions & Barnes Limo - Pittsburgh, Pennsylvania - Business Service | Facebook



Purple Communications
Telecommunication Company

Places Pittsburgh, Pennsylvania Business Service
Walten Point Productions & Barnes Limo

English (US) · Español · Português (Brasil) ·
Français (France) · Deutsch

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More
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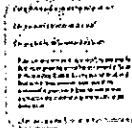
Geoff Andersen Please trust this review and heed the warning!
1y



Crislie Bolduc Hernandez replied · 1 Reply



Holly Cordray Please join
<https://www.facebook.com/groups/2341645086093132/> we have
all been ripped off by the same man



Ripped Off

20w

2

Posts about Walten Point Productions & Barnes Limo

There are no stories available

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Explore local businesses on Facebook

Sign up for Facebook today to discover local businesses near you.

Sign Up

Barnes Professional Limousine
Limo Service

Unofficial Page • Located in Erie, Pennsylvania

About

Address 3650 Walker Blvd
Erie, Pennsylvania 16509

Phone (814) 449-0274

Website

Status Today 12:00 AM - 11:59 PM

Hours Mon - Sun: 12:00 AM - 11:59 PM

4 likes

REVIEWS



Marsha Johnson recommends Barnes Professional Limousine.

September 9 at 11:17 AM •

Great service and very professional



Ray Sobczak doesn't recommend Barnes Professional Limousine.

September 5 at 7:41 PM •

SCAMMERS. Deceltful thieves. You have been warned!

1

See More

Near Barnes Professional Limousine



Posts about Barnes Professional Limousine

There are no stories available



Rupp Limousine

Limo Service

4.7 ★ • 36 public ratings



Flagship Trolley

Limo Service



La Grand Elite Limousine

Limo Service

4.4 ★ • 33 public ratings

Related Pages



La Grand Elite Limousine

Limo Service



GECAC Greater Erie Community Actio...

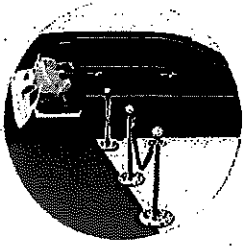
Community Organization

Email or Phone

Password

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South Miami Limos
@southmiamilimos

Home

Reviews

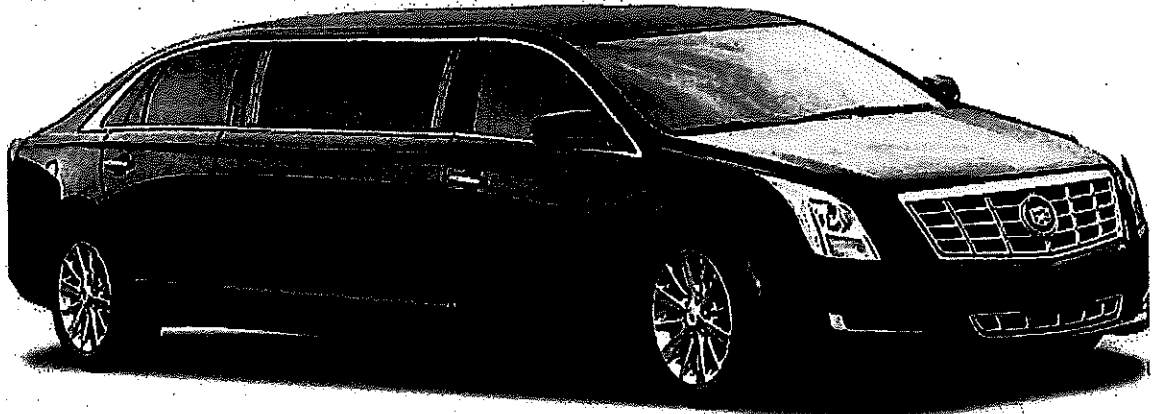
Photos

Posts

About

Community

Create a Page



Like

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Posts



South Miami Limos
May 16, 2016 ·

Oh that little face, those little fingers and that super over protective

South Miami Limos
Limo Service In Miami, Florida
Always Open

Community

See All

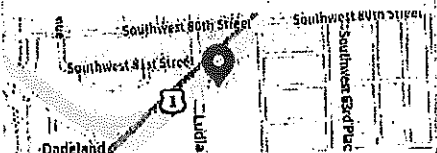
129 people like this

117 people follow this

1 check-in

About

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6619 S Dixie Hwy # 113 (1,027.28 mi)
Miami, Florida 33143

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southmiamilimos.com

Limo Service · Airport Shuttle Service · Tour Agency

Price Range \$\$

Hours
Always Open

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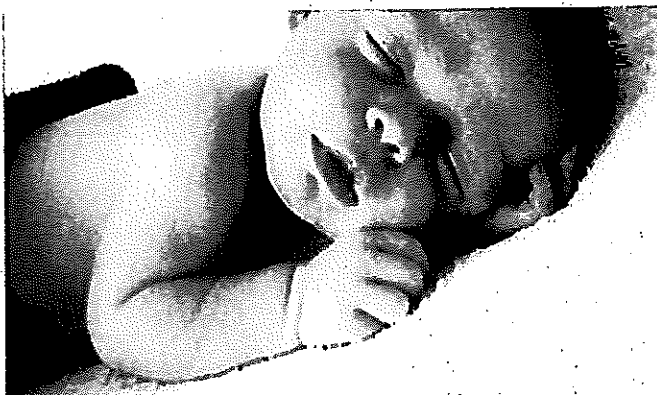
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Page 4



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Comment

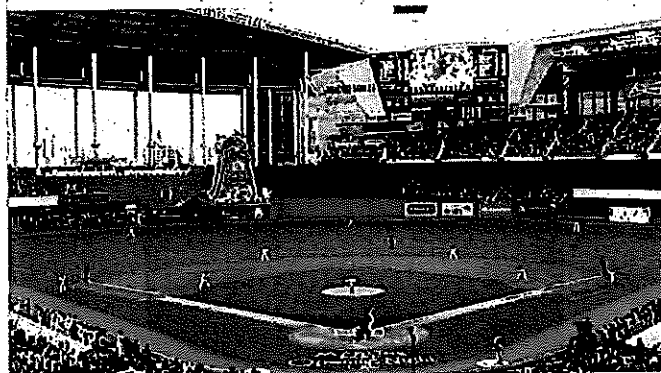
Share



South Miami Limos

March 31, 2016 ·

Going to a Sports Event? Need a stylish way to get there and not worry about how much you can or cannot drink? Call us, we will drive you to and from your event the VIP way!!!
<http://www.southmiamilimos.com/index>



1

1 Comment 1 Share

Like

Comment

Share

See All

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Limo Service



Laurel Janelle Photography
 Photographer



Chattanooga Limo
 Limo Service



I Love Miami Limos
 Limo Service

BioMechanix Strength and Cond...
 Gym/Physical Fitness Center

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Exhibit 1
 Page 5

786-563-4412

HOME

SERVICES

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ABOUT US

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SERVICES

We at South Miami Limos knows good service!

We provide many different packages to choose from and we can personalize your very own if you choose to.

No matter what time you need to be picked up or dropped off, no matter how many in your party, we can and will accommodate you. with the best fleet of rides in town.

Our services includes the finest, and very qualified chauffeurs who are not only professionals but very polite, respectful and flexible!

We appreciate your services and are honored to be your **#1 choice** year after year!

Questions? Bookings? 786-563-4412

**FREE INSTANT QUOTE
PLUS SPECIAL BONUS COUPON**

Hours Requested *

One Way Transfer

Number of Passengers *

1-6

Name *

First

Last

Phone Number *

Email *

Give me my FREE quote!

10% OFF

Call us now and mention the **PROMOCODE: AKGLOBAL** for a 10% Discount.

Ask us for details, some restrictions may apply.

Exhibit 1
Page 6

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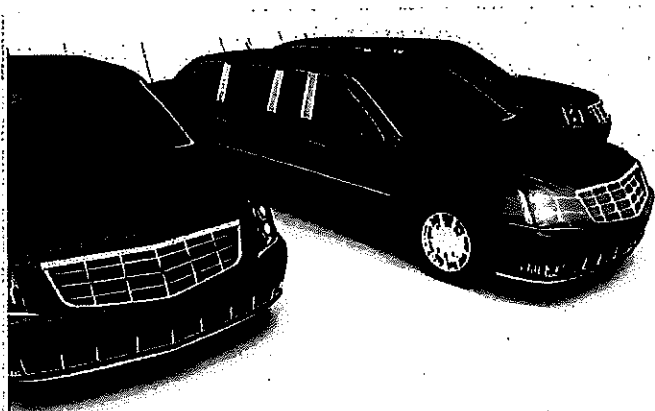
HOME

SERVICES

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ABOUT US

OUR FLEET

Ever dreamed of a garage full of the newest, cleanest, most luxurious set of wheels just waiting to be shown off?

Well wake up, it's not a dream anymore...Here at South Miami Limos we have just that and a bag of cocoa cookies!

Call us for more details and we are sure to impress the pickiest individuals!

**FREE INSTANT QUOTE
PLUS SPECIAL BONUS COUPON**

Hours Requested *

1 Hour

Number of Passengers *

1-6

Name *

First

Last

Phone Number *

Email *

Give me my FREE quote!

HIGHEST QUALITY LUXURY FLEET**Rolls Royce Phantom**

Body Style: Luxury Car Exterior: Black

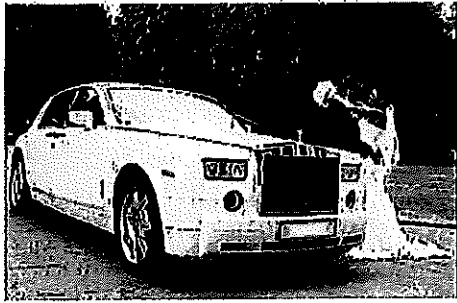
Interior: Camel Passengers: 3 Luggage: 4

White Hummer Limousine

Body Style: Limo Passengers: 20

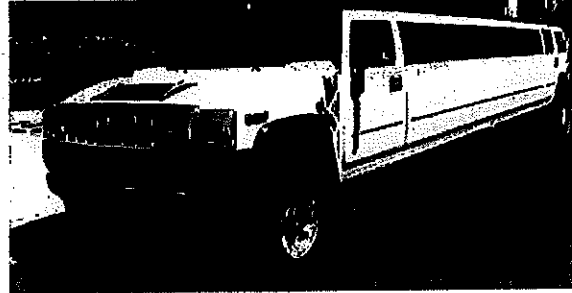
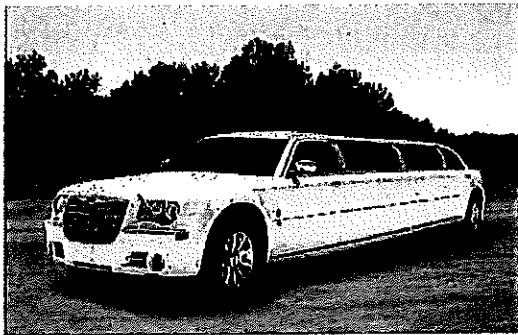
Exterior: White Interior: Beige & Black

Exhibit 1
Page 7



Chrysler 300

Body Style: Limo Exterior: Black
Interior: Camel Passengers: 10 Luggage: 4



Cadillac Escalade Limousine

Body Style: Limo Passengers: 20
Exterior: White Interior: Beige & Black



Mercedes-Benz Sprinter

Body Style: Van Exterior: Black Interior: Gray
Passengers: 12 Luggage: 14



Mercedes-Benz Sprinter Limousine

Body Style: Limo Exterior: Black
Interior: Black Passengers: 12 Luggage: 12

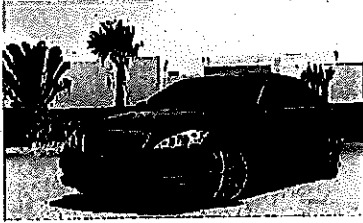


Mercedes-Benz S550

Body Style: Sedan Exterior: Black Interior: Gray
Doors: 4 Passengers: 3 Luggage: 4

Cadillac Escalade Limousine

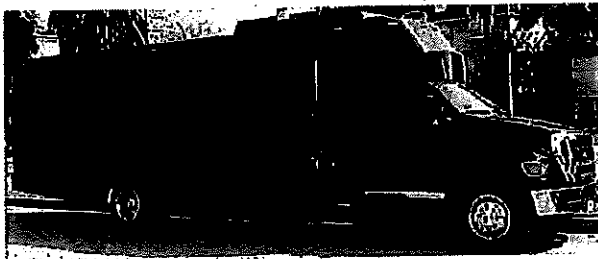
Body Style: Limo
Exterior: White Interior: Beige & Black Passengers: 20



Ford Mini Bus

Body Style: Mini Bus Exterior: Black

Interior: Blue & Gray Passengers: 28 Luggage: 28



Chevy Suburban

Body Style: SUV Exterior: Black Interior: Gray

Doors: 4 Passengers: 6 Luggage: 4



Elegant & Comfortable Motor Coaches

Body Style: Motor Coach Exterior: White

Interior: Ocean Blue Passengers: 56 Luggage: 56



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PH 305-563-1552

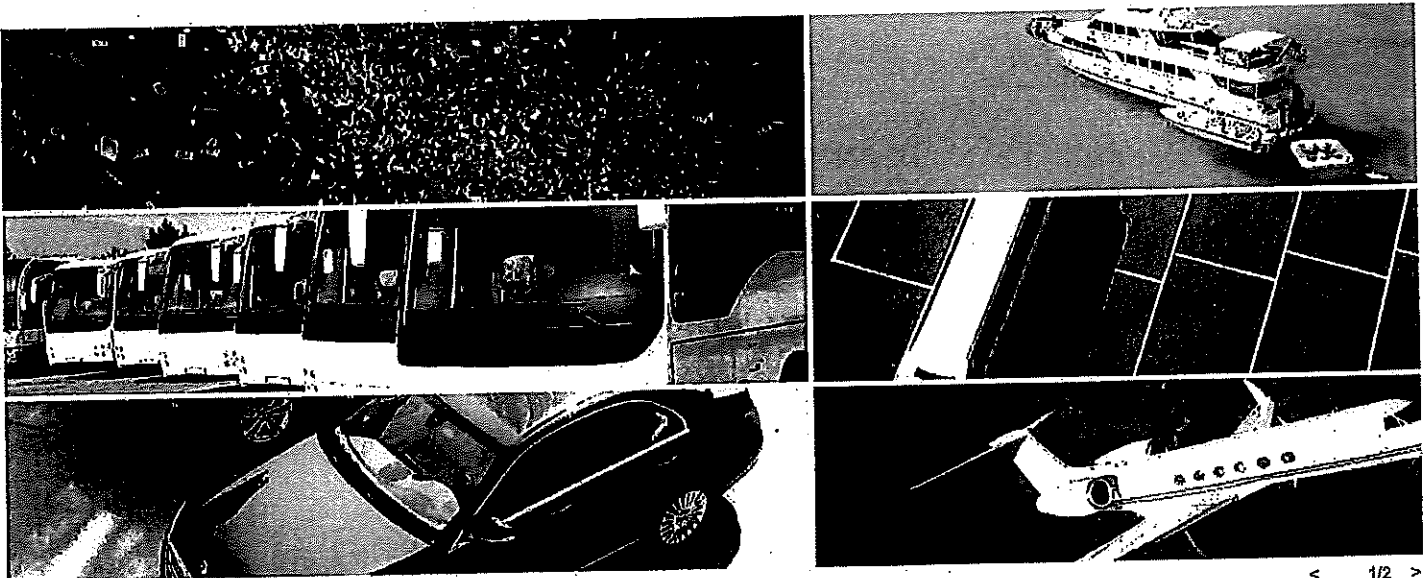
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Barnes Worldwide

Barnes Worldwide is committed to excellence through building trust and long term relationships. By providing a number of various entertainment and transportation options we are your go to source for excellence in service. Barnes Worldwide has hundreds of years of combined team experience. We believe it is a privilege to have you as our client. We proudly serve the entire world with over 50,000 trusted partners. When your important event is on the line, the only company you need to call is Barnes Worldwide.



< 1/2 >

WE ARE STANDING BY TO ASSIST YOU - CALL NOW!

PH 305-563-1552

CLICK FOR A QUOTE

TERMS AND CONDITIONS

Services are not secured until payment is made. We do not courtesy hold reservations. Providing payment information to our company will solidify your recognition that you are placing a reservation. All payment(s) to our company are non-refundable in the event you cancel your reservation.

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GO VIP WORLDWIDE

24/7 Reservation Hotline

PH 305-563-1552

CLICK FOR A QUOTE

About Us

Go VIP Worldwide's team has been in the service industry business since 1999. Go VIP Worldwide is the go to Global source for ground and air transportation. With our 24/7 dispatch team and our enormous partner network we will insure that no matter where you are in the world your transportation needs will be taken care of by providing the highest of quality. Rest assured when you select Go VIP Worldwide you have made the right choice. We look forward to serving you soon. Feel free to email us anytime at Reservations@GoVIPWorldwide.com.



TERMS AND CONDITIONS

Services are not secured until payment is made. We do not courtesy hold reservations. Providing payment information to our company will solidify your recognition that you are placing a reservation. All payment(s) to our company are non-refundable in the event you cancel your reservation.

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24/7 Reservation Hotline

PH 305-563-1552

CLICK FOR A QUOTE

Aviation

Where quality meets reliability you will find Go VIP Worldwide.

When you reserve a private jet with our company you will come to expect quality and reliable service at a reasonable cost. We recognize the importance of private jet charter. Therefore, we have the steps in place to insure your service is timely and top notch. It is important to us to get you where you need to go quickly and safely so you can go about your important business. It is our goal to make you a lifetime client and not a one time client.



1/1

TERMS AND CONDITIONS

Services are not secured until payment is made. We do not courtesy hold reservations. Providing payment information to our company will solidify your recognition that you are placing a reservation. All payment(s) to our company are non-refundable in the event you cancel your reservation.

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24/7 Reservation Hotline

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CLICK FOR A QUOTE

Concierge

Your ask for it and we provide it.

Our concierge service is just a call away 365 days a year and 24 hours a day. We can handle just about any request you can think of. When you are a Go VIP Worldwide client, with our help, we want to make sure that you live a stress free life. If you need tickets to a show, a spa appointment, an exotic car rental, yacht charter or a vacation home rental we are standing by to assist you. Our concierge service is exclusive to Go VIP Worldwide clients only. Therefore, if you are another concierge service arranging ground transportation or aviation travel with us for your client, rest assured that we have no intention to solicit your client.

TERMS AND CONDITIONS

Services are not secured until payment is made. We do not courtesy hold reservations. Providing payment information to our company will solidify your recognition that you are placing a reservation. All payment(s) to our company are non-refundable at the event you cancel your reservation.

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GO VIP WORLDWIDE

24/7 Reservation Hotline

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CLICK FOR A QUOTE

Contact - 24/7

We service the entire globe. If the city you seek service in is not listed below, rest assured these cities are only where the calls are routed to assist you and not just the cities we service.

Corporate**Miami Beach FL,***By appointment only*

Tel: 305-563-1552

E-Mail: Reservations@govipworldwide.com**Wilmington, DE Operations**

Tel: 302-604-5505

Erie, PA Operations

Tel: 814-449-0274

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Tel: 225-341-4044

Kansas City, MO Operations

Tel: 816-558-3004



Message US

Name *

Email *

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Subject

Message

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TERMS AND CONDITIONS

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24/7 Reservation Hotline

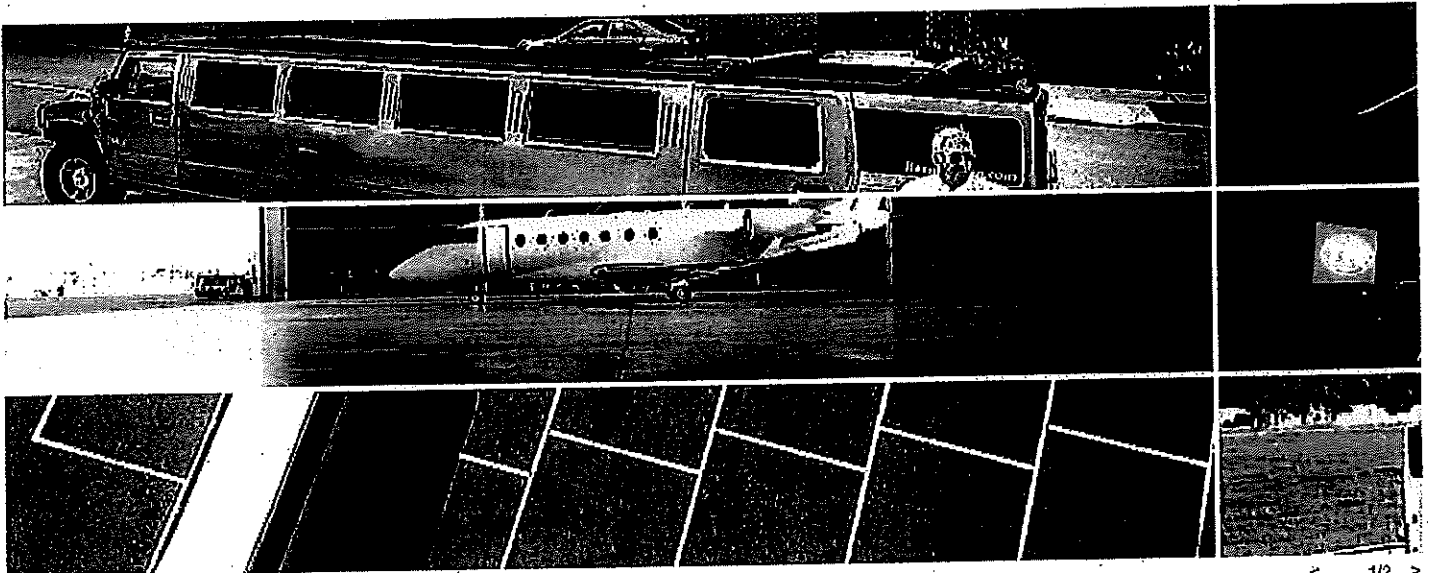
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We are happy you are here... You have found one of the most sought after service providers in the world.

Go VIP Worldwide

Go VIP Worldwide is committed to excellence through building trust and long term relationships. By providing a number of various transportation options Go VIP Worldwide has hundreds of years of combined team experience. We believe it is our privilege to have you as our client. We look forward to making your daily needs more convenient. We proudly service the entire world with over 50,000 trusted partners. When your important event is on the line, the only company you need to call for luxury ground and air transportation is Go VIP Worldwide.



WE ARE STANDING BY TO ASSIST YOU - CALL NOW!

PH 305-563-1552

CLICK FOR A QUOTE

TERMS AND CONDITIONS

Services are not secured until payment is made. We do not courtesy hold reservations. Providing payment information to our company will solidify your recognition that you are placing a reservation. All payment(s) to our company are non-refundable. In the event you cancel your reservation.

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24/7 Reservation Hotline

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CLICK FOR A QUOTE

Ground Transportation

We are one of the most requested ground transportation providers in the world.

When you reserve sedan, SUV, van, limo or bus transportation with Go VIP Worldwide rest assured you are dealing with a professional experienced service provider. Our goal is to make you a lifetime client. We aid in providing reliable, quality and unmatched vehicles for a reasonable price. View some of options we are pleased to provide below. If you do not see a vehicle you are looking for in the fleet, please let us know and we will advise if we can aid in providing it for you. Keep in mind we aid in organizing luxury ground transportation worldwide, although pictured below are some of the options available in the USA and Canada only. If you are requesting service outside of the USA or Canada please call us or email Reservations@GoVIPWorldwide.com to request the updated fleet for the area you will need service in.



Chrysler 300 Sedan



Lincoln Navigator SUV



Mercedes S550 Sedan



Cadillac Escalade SUV



Rolls Royce Antique



Rolls Royce Ghost



Mercedes Sprinter



LTC Stretch Limo



LTC Super Stretch Limo

Exhibit 1
Page 17

GROUND TRANSPORTATION | GOVIPWORLDWIDE



Chrysler 300 Limo



Lincoln MKT Limo



14 Passenger SUV Limo



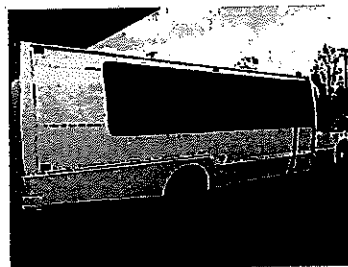
20 Passenger SUV Limo



26 Passenger Party Bus



Pink Hummer H2 Limo



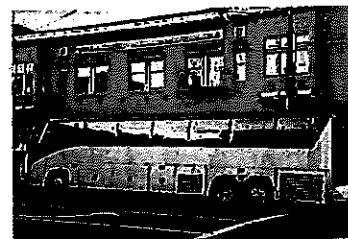
30 Passenger Party Bus



20 Escalade Limo



42 Passenger Party Bus



50 Passenger Party Bus



48 Passenger Charter Bus



58 Passenger Charter Bus

Disclaimer: Many important details go into reserving your ground transportation needs. Please read our company policy for full details for rentals under the terms and conditions. Due to high vehicle demand, reservations for events, including but not limited to holidays, large conventions, nights out, airport and weddings cannot be cancelled and are not refundable unless otherwise indicated on your contract. Vehicles pictured on our website are for advertising purposes only. Actual vehicle may differ in size, color, make, model, and design from website photos as fleet options are constantly being updated and regular maintenance is required. Select vehicles may not be available in your area. Call our reservation center to confirm the availability of the vehicle you wish to reserve in your zip code.

TERMS AND CONDITIONS

Services are not secured until payment is made. We do not courtesy hold reservations. Providing payment information to our company will solidify your recognition that you are placing a reservation. All payment(s) to our company are non-refundable in the event you cancel your reservation.

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Exhibit 1
Page 18

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MIAMI FL BRANCH

SERVING ALL OF SOUTHERN FLORIDA

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Services We Offer

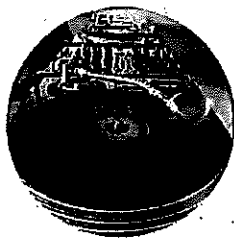
Transportation

Raves & Reviews

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MIAMI LIMOS PARTY BUSES AUDIO VISUAL RENTALS

PHOTO BOOTHS LIGHTING VIDEOGRAPHY AND MORE



DJs



LIGHTING / DECOR



BACKDROPS

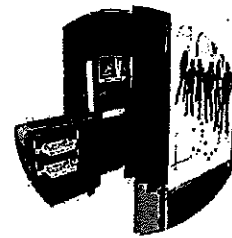
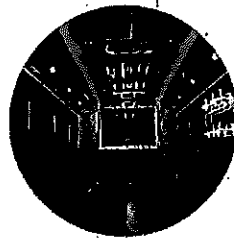


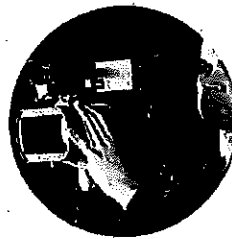
PHOTO BOOTHS



LIMOUSINES



PARTY BUSES



VIDEOGRAPHY



A.V. RENTALS

Miami's One Stop Event Shop

- Limousines
- Party Buses
- DJs
- Videography
- A.V. Rentals
- Photo Booths
- Celebrity Bookings
- Luxury Car Rentals
- Sound System Rentals
- Staging
- Video Production
- Draping
- Security
- Event Planners

Exhibit 1
Page 19

We are Miami Florida's one stop event shop. Our team

has been designing, planning, implementing and throwing the best parties since 1999. Whether you need a Miami Limo, Miami Party Bus, Miami DJ, Miami Photo booth or any other service for your upcoming Miami party we are here for you. We believe we are simply the best in the business in Miami, Florida.



MIAMI LIMO AND PARTY BUSES

If you are in search of a limo in Miami, Florida to take you to South Beach or maybe even a limo to pick you up from Miami International Airport, we are available 24/7 to assist with your Miami limo service. We specialize in Miami limos and party buses for weddings, bar hopping to LIV or other various night clubs and so much more. Need a Miami limo to Brickell or Fisher Island? Just give us a call for your Miami limo rental service a call. We are your go to for Miami, Florida limo service. We pride ourselves on aiding the dispatch of limo service in Miami FL 24/7 and we feature live tracking service if you are flying and need picked up from Miami International Airport. We want to exceed your expectations when you need a Miami limo. If you want to see and do it all, call us ahead of time to arrange your Miami transportation in a limo, party bus, sedan, car, SUV or shuttle.

MIAMI FLORIDA WEDDINGS

When searching in Miami, Florida, you want to use a name you can trust. Our team members have proudly been in the business since 1999. When planning your Miami, Florida wedding, we want to be your top choice for Miami limos, DJs, Photo booths, decor, videography and so much more. We have experienced Miami DJs to rock your party, to leave your guests impressed and wanting more. Miami limos are flashy, yet elegant for a Miami or Hollywood Florida wedding. Of course, our Miami videography staff can be contracted to be on site to record it all so that you can cherish the memories forever. We cannot name every part of a Miami wedding or event here so please give us a call to discuss your Miami, Florida wedding with us in more detail. We can make your dreams become a reality. Miami DJs, Miami Limos, Miami Decor, Miami Photo Booths....we do it all in and around Miami for special events!

MIAMI LIMO AND RENTALS

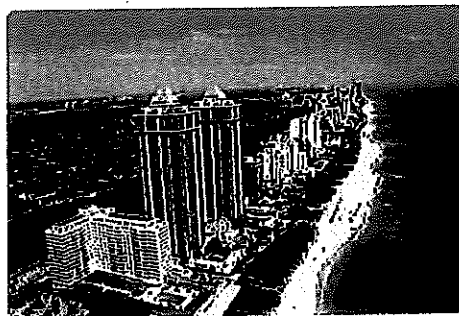
You made it to Miami, Florida and you want to party! You are in the lime light of the United States. Do you want treated like a Miami rock star? Or maybe you are a rock star? We provide everyone in Miami the VIP treatment from celebrities to visitors. Call us now to get the VIP treatment! We are your one stop event shop. We have connections when using Miami limo service to various night clubs. Maybe you are planning a Miami wedding and want David Tolora to be the planner? While guess what, we have worked with him! Since you are VIP with us, we can connect you with him for your Miami wedding. If you arrive at the Miami International Airport, we can arrange a VIP limo meet and greet to make your arrival with your limo in Miami smooth. Tell us what we can do to go above and beyond for your Miami, Florida party.



MIAMI LIMO AND SHUTTLES

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FTL - Fort Lauderdale Limo - Hollywood International Airport Limo, PBI - Palm Beach International Airport Limo, RSW - Southwest Florida International Airport Limo, MCO - Orlando International Airport Limo, SFB - Orlando Sanford International Airport Limo, SRG - Sarasota-Bradenton International Airport Limo, MLB - Melbourne International Airport Limo, PIE - Saint Petersburg-Clearwater International Airport Limo, TPA - Tampa International Airport Limo, JAX - Jacksonville International Airport Limo, DAB - Daytona Beach International Airport Limo. Miami FL, Fort Lauderdale FL Limo, Palm Beach FL Limo, Pompano Beach FL Limo, Boca Raton FL Limo, Boynton Beach FL Limo, Vero Beach FL Limo, Fort Pierce FL Limo, Palm Bay FL Limo, Melbourne FL Limo, Orlando FL Limo, Cocoa



MIAMI LIMO AND PARTY

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RENTALS

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If you want to leave your guests saying, "What company did you use for your wedding, corporate meeting, birthday or other special occasion," you will stop reading this right now

Exhibit 1
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10/2/2019

Miami Limos | Limousine Party Buses Miami | Limo Rentals in Miami

Boca FL limo, Daytona Beach FL limo,
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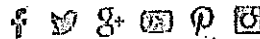
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Date of your event

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3. **Indemnification.** You agree to indemnify and hold our company, its subsidiaries, partners, affiliates, vendors, subcontractors, officers, employees, and agents harmless from any and all losses, liabilities, damages and/or costs (including reasonable attorneys' fees) arising from any third-party claims arising from or related to your use of the web site, the services, or your violation of the terms of use.

4. **Payment holds and temporary charges.** Our company is not responsible for any errors by our Credit Card Payment Processor. We are not responsible for holds or temporary charges placed on your credit cards and can not dictate the time frame they stay on your credit card.

5. **Sovereignty.** If any part of these terms of use shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these terms of use.

6. **International Access.** The web site and the services are provided from the United States of America and all servers that make it available reside in the U.S.A. The laws of other countries may differ regarding the access and use of the web site and service. We make no representations regarding the legality of this web site or the services in any other country and it is your responsibility to ensure that your use complies with all applicable laws outside of the U.S.A.

7. **Governing Law.** The laws of the state of Pennsylvania shall govern these Terms of Use. Subject to the arbitration provision above, YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN ERIE COUNTY, PA FOR ALL MATTERS ARISING IN CONNECTION WITH THESE TERMS OF USE OR YOUR ACCESS OR USE OF THE WEB SITE OR THE SERVICE.

8. **Force Majeure.** Our company shall not be responsible for damages caused by delay or failure to perform, in full or in part, any of its obligations in connection with the web site or the services provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance substantially beyond the control of our company.

9. **Entire Agreement.** The agreement can be viewed online and if it is not the most current copy you may request to have the most current copy emailed to you before booking our company. The agreement subject matter will supersede all other negotiations, understandings, statements and agreements between the parties.

Exhibit 1
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10. Questions. Should you have any questions regarding these terms of use you may contact us at Reservations@GoVIPWorldwide.com. Notwithstanding the foregoing, our company is under no obligation to provide technical support for the web site or the service.

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24 Hours a Day 7 Days a Week

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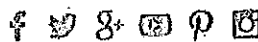
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Date of your event

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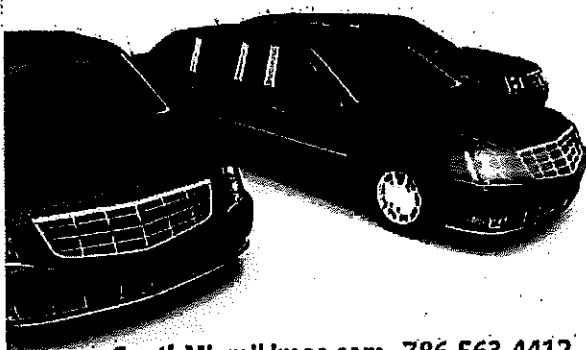
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Our top priority here at South Miami Limos is YOU!

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Hours Requested *

One Way Transfer ▼

Number of Passengers *

1-6 ▼

Type of Vehicle *

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Give me my FREE quote!

WEDDINGS



Exhibit 1
Page 24

BIRTHDAYS

Miami International Science Fiction Festival
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 Bhang Caribbean Cannabis Cruise
 FilmGate Miami
 Miami International Film Festival
 Ultra Music Festival
 Festival de Venezuela de Miami (Venezuelan Festival)
 Colombian Festival
 Miami International Boat Show
 Miami Marathon and Half Marathon
 Carnaval Miami - Calle Ocho
 Zoo Miami

- Miami Beach

Miami Beach Convention Center, Art Deco
 South Beach Wine and Food Festival
 South Beach Seafood Festival

- Downtown Miami

Bayside

- Wynwood

Art Basel - Art Wynwood
 Wynwood Life Street Festival

- Brickell

Brickell Comedy Festival
 Brickell City Centre

- Coral Gables

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 Matheson Hammock Park
 Beaux Arts Festival of Art
 Biltmore Hotel and Spa

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Coconut Grove Seafood Festival
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PROMS AND HOMECOMING



**BACHELOR AND BACHELORETTE
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2. Our Limos are OVER-THE-TOP sexy. We make sure that all our rides are the cleanest, most comfortable and newest for our Miami residents and abroad. YOU are our celebrity!

3. Our drivers are all A-class individuals. Qualified professionals, always on time, loyal and respectful. Our South Miami personal are extremely proud to work with such swank chauffeurs and we will keep working hard to maintain that reputation.

We know Miami inside out, now let us show her to you VIP-style!

4. Our rental services are super flexible. You set your time and we abide by it, always arriving earlier than your scheduled request!

We will accomplish the most demanding agendas with a soothing smile.

5. Confidentiality. We all know that business and pleasure can mix, and we understand that our responsibility is to drive you to and from your specified destination, treat you like the royalty jewel that you are and keep our ears closed and our eyes on the road.

6. Our Rates and Services are the best in town. We at South Miami Limos strive hard to maintain our prices to the floor and our services to the ceiling.

Our services are so over the top that you may just want to keep us...day after day...forever!

7. Our Limo Selections. Our garage is better than a cold glass of lemonade in a 100 degrees weather. You name the most luxurious Limo, Benz, Rolls Royce that you can think of, and we got it...waiting for you your majesty!



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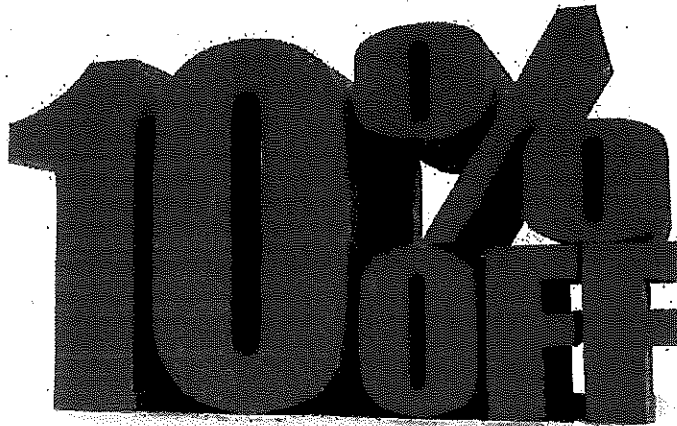
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EXHIBIT 2

88°

BETTER CALL BEHNKEN

Tampa bride says she was charged \$500 for inquiring about a limo charge



by: Shannon Behnken

Posted: Jan 14, 2019 / 04:55 PM EST / Updated: Jan 15, 2019 / 01:45 PM EST

TAMPA, Fla. (WFLA) – A Tampa bride is “livid” after discovering a contract clause she claims allowed a limousine company to charge her an extra \$500 just for questioning a previous charge.

Nancy Jennings tells Better Call Behnken that she discovered the new charge on her credit card last week, three months after she used the limousine service for her wedding in St. Augustine.

“I was livid, very angry,” Jennings said.

Jennings rented a limousine through Barnes Worldwide, affiliated with Barnes Professional Limousine Service LLC, based in Pennsylvania. She claims she was quoted \$225 an hour to transport her wedding party and that she used the limousine for a little over an hour.

Exhibit 2
Page 1

88°

She then read her contract and discovered the print that allowed for the fees and charges. She had not read the fine print, so she paid the charge.

But the charges didn't stop.

Jennings said she thought her dealings with the company were over until the new charge appeared three months after her wedding.

Last week she noticed another credit card charge of \$500. She also received an email from the company, pointing again to the contract language.

"If the purchaser charges back, disputes or inquires about any charge applied by the company to their credit/debit card, purchaser authorizes a charge of \$500 per transaction to be charged to their credit/debit card to cover fees, penalties and/or administration costs applied to or bared by the company," the email read.

Matt Barnes, a company representative, tells Better Call Behnken that customers agree to terms and conditions in writing when they sign their contract for services.

He said the \$500 charge is for the company's time to research and deal with customer inquiries and that the decision on whether or not to charge the \$500 is based on a "case by case" basis.

He also pointed out that the company, a broker of limousine services, has been in business since 1999 and provides services "around the world." He said fees collected allow the company to give back to the community, and he pointed out a recent donation of \$13,955 to a Catholic school in Pennsylvania.

In an email, Barnes said, "We place a high value on our [company's] time and are happy to be able to give back when we are able."

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MORE BETTER CALL BEHNKEN STORIES



Exhibit 2
Page 2

EXHIBIT 3

SHARE

JULY 11, 2019

Taken for a Ride: South Florida limo company charges customers extra for asking questions about bill

Kevin Ozebek | Darcelle Hall

(WSVN) – Limousines can be a fun part of any celebration, but riding in style took a turn for the worse for two South Florida families. Now, they are planning to fight back against a business, The Nightteam's Kevin Ozebek investigates.

Eric Garcia-Tunon, customer: "I was angry at myself for allowing myself to walk into a situation like this."

Eric Garcia-Tunon wanted to rent a limo for his son's 13th birthday. He searched online and found South Miami Limos.

Eric Garcia-Tunon: "He quoted me \$250 per hour, plus gratuity and service charge."

He paid what he thought was the total bill before the one-hour trip, but after the ride, the limo company charged his credit card an additional \$700.

Eric Garcia-Tunon: "He didn't tell me that I was paying for the driver's transit time."

The limo company charged him for another hour and 50 minutes, saying that's how much time it took for the driver to get to and from Eric's house.

When Eric emailed the company to complain about the unexpected charge and ask for a refund, he says he couldn't believe the response.

Eric Garcia-Tunon: "He just charged my credit card \$550 extra simply because I asked the question."

Dan del Mazo also hired South Miami Limos and was also hit with an unexpected charge: \$165 for a 17-minute late drop-off.

He says the driver did not get him to his destination on time, so he disputed the charge with his credit card company.

Dan del Mazo, customer: "I had heard that other customers were being charged a significant amount of money just for challenging a charge or requesting an explanation of what they were charged for. I took precautions. I canceled my card, and I looked it."

He was glad he did because the limo company tried to bill him \$585, but the charge was declined by his bank.

Dan and Eric both say they did not read their rental contracts, which contained all the disputed terms. They say they felt pressured to sign them quickly.

Dan del Mazo: "It's tiny. It's blurry."

The print might be small, but it says if the purchaser disputes or inquires about a charge the "purchaser authorizes a charge of \$585.00 per transaction to be charged to their credit or debit card to cover administration costs applied to or expensed by the company to research."

Sandy Bolsrond, attorney: "Those types of things I would describe, and I've seen it in the court, as 'unconscionable' terms or things that are not according to public policy."

Exhibit 3
Page 1

10/18/2019

Taken for a Ride: South Florida limo company charges customers extra for asking questions about bill – WSVN 7News | Miami News, W...

Attorney Sandy Boisrond says paying such a large fee to dispute a charge is pretty ridiculous and could be fought in court.

Sandy Boisrond: "There are ways often times around those types of situations, and even though they did sign off on it, certain terms can be amended."

Even 7News got a demand for money from the limo company. 7News wanted to speak to Matt Barnes, the man who Dan and Eric say handled their limo rentals, but in an email to 7News, Barnes said he would only speak with us if we paid a \$75,000 appearance fee.

We discovered that Matt Barnes runs at least three limo rental businesses in South Florida, but the Miami-Dade County Department of Transportation says none of them are properly registered to operate.

One was even cited last year as "an illegal operator, and a violation was issued, which remains unpaid."

Dan del Mazo: "We thought we were going to have a good time. We thought it was gonna be pretty smooth, and it's far from it."

Dan and Eric are now working on filing formal complaints to Miami-Dade's Department of Transportation.

CONTACT 7INVESTIGATES:

305-627-CLUE

954-921-CLUE

clue@wsvn.com

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Exhibit 3
Page 2

EXHIBIT 4

NEWS

Complaints Pour In Surrounding Erie Limo Business

Several more alleged victims of an Erie limo company, have come forward with horror stories of their own.

Thursday, September 5th 2019, 7:36 PM EDT by Emily Matson

Updated: Sunday, September 8th 2019, 11:51 AM EDT



More on the story Erie News Now broke, about an Erie limousine company, under fire for allegedly duping people in at least a dozen states, out of thousands of dollars.

After our story aired Wednesday, several more alleged victims have come forward with horror stories of their own.

As we reported, the Better Business Bureau issued a warning
(<https://www.erienewsnw.com/story/41004501/consumers-say-erie-limo-business-took-them-for-a-ride>) against Matt Barnes' several limo scheduling companies, for consumers to read the fine print, after complaints from people in 12 states.

Exhibit 4
Page 1

Barnes runs several limo scheduling companies, under the names of Barnes Professional Limousine service LLC and Walten Point Productions. The BBB says the company provides limo rental services and operates around the country under names such as Erie Limo Services, Go VIP Worldwide, South Miami Limos, Barnes Worldwide, Baton Rouge Limo, and others.

According to apparent victims and company contracts, he reportedly charges people \$500, just for questioning surprise overcharges.

There are now reports surfacing of terrible customer service experiences.

Like from Becca Piasecki, of Erie. Five years ago, she said "I do" at Saint Peter's Cathedral in Erie, "Everything was great, we walked out of the church and I was thinking, 'Oh my God.'"

That shock was because she saw the limo she had rented for her big day, "It was making really loud noises, it had some sort of muffler issue, there were clouds of black smoke coming out of the limo, on the side where I had to get in with my wedding dress," said Piasecki. "It was like, when you see a tractor trailer accelerating and you see that smoke coming out of the semi, that was what was coming out of the limo," Piasecki described.

The wedding party chugged around Erie in the limo, which Piasecki says wasn't even the one she requested, "I just remembered thinking, 'Oh my gosh I'm so embarrassed.'"

So, Monday came along, and she called Walten Point Productions and Barnes Limo, the company she booked the limo with, to complain.

But the contract she signed said something like this, "Due to unforeseen problems or high maintenance costs and/or availability of all and any vehicle maintenance parts, Barnes Financial Limousine Service can not guarantee all but not limited to lighting, strobes, CD/DVD player, cooling system etc. will be properly working on the date of your service."

"If something stops working or is not working correctly there will be no compensation to the customer." "He (Barnes) just said that we signed a contract and he can send whatever (limo) he wanted," said Piasecki.

Exhibit 4
Page 2

Piasecki's story is similar to many being shared, following a report on Erie News Now about alleged deceptive business practices against the Erie-base limo scheduling company, owned by

Matt Barnes.

As we reported, many customers across the country say they were getting billed hundreds of dollars more than they were quoted. When they called to question the charges, soon after, they were charged an additional with \$500 dollars on their credit cards.

All because of a line tucked in the contract which they signed, and many admittedly did not read. It reads, "If a purchaser charges back, disputes or inquires about any charges applied by our company to their credit / debit card, purchaser authorizes a charge of \$500 per transaction to be charged to their credit/debit card to cover fees, penalties and or administration costs applied to or bared by the company."

"It was a little surprising to see some of the things that were in there," said Erie business lawyer, Adam Williams.

Erie News Now sat down with Williams to take a closer look at one of the contracts Barnes provided a customer.

One line read, "If there is a disagreement regarding service or the contract, all decisions by the company will be final."

"The \$500 fee for questioning the company is buried in the middle of a paragraph that's 15 lines long, unless you're really reading this thing carefully, you wouldn't know that these provisions are in there," said Williams. "So I think if this did get in front of a judge, they'd have some concerns with this language," Williams continues.

Erie lawyer Craig Markham says there are consumer protection laws in place, to protect consumers from misleading, deceptive or confusing business practices.

Markham says there are a couple of statutes under the Pennsylvania Consumer Protection Law, the Plain Language Consumer Contract Act, which addresses the way consumer/business contracts are written. If a contract is written in a way which makes it hard for consumers to understand, or read, it could be in violation of that law.

Exhibit 4
Page 3.

One of the statutes addresses specifically what a contract looks like, small, congested print, may not be not legal, "The statues are designed to help consumers from entering into contracts that they don't fully understand, or the meaning is somewhat hidden by legalese or phrase or

words that maybe are not clear to most people," said Markham. "These statutes are designed to protect consumers from businesses who try to take advantage of them," Markham continued.

Markham and Williams say consumers can take action against any company they're concerned about, by contacting the Pennsylvania Attorney General's Bureau of Consumer Protection, or they can hire an attorney.

Williams says if a business is found to be engaging in deceptive or misleading behavior, clients can win three times their damages, and even recover attorney fees.

But when all is said and done, both attorneys, the Better Business Bureau, even customers who feel they were duped, remind everybody to always read the fine print.

Erie News Now contacted the Pennsylvania Attorney Generals' Bureau of Consumer Protection, they say they have received complaints, but would not confirm or deny any investigation.

The AG's office says if you believe you have been a victim of deceptive business practices, regardless of where the business is based, you can file a complaint online (<https://www.attorneygeneral.gov/submit-a-complaint/consumer-complaint/>).

Erie News Now reached out to Matt Barnes and spoke to him at length, off the record, at his request. So Barnes did not provide any comments or response to the allegations against his various companies.

EXHIBIT 5

NEWS

Local Limo Service Owner Is Denying Claims Of Bilking Customers

After receiving numerous complaints, the owner of a limo company, who runs various divisions of Barnes Professional Limousine Service, LLC, based in Erie, releases a statement.

Friday, September 6th 2019, 2:09 PM EDT by Amanda Post

Updated: Sunday, September 8th 2019, 11:52 AM EDT



Previous customers of various divisions of Barnes Professional Limousine Service, LL, based in Erie, have shared their stories with Erie News Now.

They say they were charged hundreds of dollars over the agreed upon estimate for limo services, and after calling to dispute the charges, are then charged an additional \$500 for the complaint. (<https://www.erienewsnow.com/story/41004501/consumers-say-erie-limo-business-took-them-for-a-ride>)

According to the multiple alleged victims

(<https://www.erienewsnw.com/story/41010662/complaints-pour-in-surrounding-erie-limo-business>), the owner of the company told them it's all spelled out in the fine print, and is binding once the customer signs the contract for services.

In response to the allegations surrounding what customers are calling the companies' deceptive business practices, the owner, Matt Barnes, released the following statement to Erie News Now.....

"Thank you for bringing this matter to our attention. We deny any wrongdoing. However, we can't express enough how much we certainly share in everyone's frustration and concerns. It has always been our goal to provide the highest level of service available to our clients. We have a quality assurance team in place that reviews all service and or billing related issues for all markets across the globe. If your claim was denied in the past by this team, we ask that you please resubmit your claim within the next 10 days via FAX to the following number: (814) 616-2472. All claim submissions MUST include your name, address, telephone number, date of service, receipt of any payment, and all related documents you believe will help substantiate your claim. We will have a third-party team review your claim with of course no fee or cost and adjust as appropriate. We thank those who have entrusted us for nearly 20 years. We always strive to do the right thing and want to do our best to satisfy all clients. At the end of the day we are nothing without you."

Walten Point Productions, LL

Barnes Professional Limousine Service, LL

and or any representatives of the above listed companies

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Exhibit 5
Page 2

EXHIBIT 6

Customers say limo business took them for a ride

Unsatisfied clients complain about excessive charges from company run by Erie native

Pittsburgh Post-Gazette 22 Sep 2013 5:17
 Patricia Serfati

Maria Nee, of Brookline, wanted to make her sister's bachelorette party in Erie last September especially memorable by splurging on a limousine for the evening.

But what started out as a kind gesture turned into a nightmare for Ms. Nee, who still can't believe that the roughly \$4,000 she expected to pay for the four-hour booking ballooned to almost \$1,600 — an amount that a year later she's still trying to pay off on her credit card.

Eric Garcia-Tunon, of Miami, knows how she feels.

He thought it would be fun to

shuttle his son and a handful of friends to the local bowling alley in a stretch SUV for his

son's 13th birthday party in March. The boys' 20-minute, one-way joy ride ended up

costing him nearly \$1,300. "I didn't look at the reviews

Dozens of dissatisfied customers from numerous states have posted similar stories on

for this company. I should have," Mr. Garcia-Tunon said.



Criste and Tito Hernandez, with their driver, on the couple's wedding day in Gatlinburg, Tenn., in February.

Yelp and other review sites claiming they've been victimized by excessive and hidden fees charged by a limousine business run by Erie native Matt Barnes. Some disgruntled customers, including Ms. Nee and Mr. Garcia-Tunon, have formed a Facebook group to share stories and to try to get their money back.

Ms. Nee, Mr. Garcia-Tunon and others are screaming over the charges, which they say have included an administrative fee of \$500 or more slapped on them for disputing charges on their credit or debit cards — or for simply asking questions about their bills.

Mr. Garcia-Tunon said what bothers him the most are the stories he has heard from other people who have had the memories from their once-in-a-lifetime events tarnished.

"This is a luxury item people get for special occasions. They save up. They don't have a lot of money," he said.

Mr. Barnes, reached for comment Tuesday, denied there were any problems.

"I don't know about any complaints. We run a fantastic business. We provide excellent service. We've been in business now almost 20 years," he said. "We have a lot of clientele from princes and dignitaries.

"We provide service all over the globe," he said. "We have less than

.001 percent who are dissatisfied. That's my guess."

He said any complaints on review sites were "not vetted."

"Anyone can write anything online and it doesn't mean it's truthful. If anyone has any concerns, they can come directly to the company and we will take a look at it," he said.

He declined to say where his company was headquartered or discuss particulars about his business. "The way in which

the company promotes its business is not appropriate to talk about at this time," he said.

Mr. Garcia-Tunon said that when he was searching for a limo for his son's birthday party, he called the phone number on several websites. All of the calls led to Mr. Barnes, who personally answered the phone.

"I said to him, 'Funny how all these websites are referring me to you,'" Mr. Garcia-Tunon said. "He said, 'Yeah. That's because we are the best.'"

In his interview Tuesday, Mr. Barnes wouldn't say how many employees he had, or if it was only him on the payroll.

Arranging rides

Mr. Barnes and his websites have grown by offering services as a limousine broker, arranging rides for people through various third-party

companies.

The business has operated under a host of names and websites, such as Barnes Professional Limousine Service, Barnes Erie Limousine, Walten Point Productions, Barnes Worldwide, Go VIP Worldwide and PartyServiceMiami.com, which lists 16 "locations" in Florida.

"We are happy you are here ... You have found one of the most sought after transportation providers in the world," the company states on its GoVIPWorldwide.com and BarnesWorldwide.com websites, which are filled with photos of limousines, SUVs, party buses, charter buses and private jets.

In his LinkedIn profile, Mr. Barnes is listed as the owner of Walten Point Productions and Barnes Limco, overseeing all operations for the last 20 years.

"I am always looking for the

next big opportunity," the profile states. "All my business contacts thus far have referred to me as the consummate professional in my field."

Warehouse time

Mr. Garcia-Tunon said when he called about getting a limo, Mr. Barnes quoted him a price of \$250 an hour for a 20-person SUV, plus a 20% tip and 15% service charge. Mr. Garcia-Tunon said it worked out to about \$340.

Because the ride to the bowling alley was only 6 miles, that's all he expected to pay.

After the bowling party, Mr. Garcia-Tunon says he got an alert from his credit card company showing a charge of just over \$700.

He said he emailed Mr. Barnes, thinking it was a mistake. He said he was told that in addition to the time booked, he owed for an extra hour to cover the limo's travel time to and

from the warehouse.

Shortly afterward, he received an email saying he had been charged a \$575 "research" fee, referencing the fine print in his contract that stated: "If the purchaser disputes or inquires [sic] about any charge applied by the company to their credit/debit card, purchaser authorizes a charge of \$575 per transaction."

Mr. Garcia-Tunon was stunned. "I laughed, because I realized at that point I'd been had."

Mr. Garcia-Tunon filed a dispute with the card issuer trying to get the charges reversed. "They said I authorized the charges because I signed that paper. In essence they said this is between you and him and a court of law."

Ms. Nee said Mr. Barnes quoted her a price on the phone of around \$400 for four hours in a five-passenger SUV. She said he emailed a contract without

the total amount filled in and encouraged her to sign it to reserve her spot.

"I didn't think twice" about signing it, she said. "In retrospect, that was unbelievably stupid on my part."

Later that day, he sent her an email confirmation showing a total charge of \$596.70, including an hour's extra travel time to and from the warehouse, 20% gratuity, 15% service charge, plus a \$22.95 convenience fee for using her credit card.

With her sister's bachelorette party still nearly three months away, she asked to cancel. Mr. Barnes said she could cancel but would still owe the full amount.

When she opened a dispute with her credit card company over the charges, he charged her another \$500. When she disputed that fee, "He hit me with another one."

The extra \$1,000 brought her total bill to \$1,596.70.

As with Mr. Garcia-Tunon, her credit card issuer denied her request for a charge-back.

Fearful that something would go wrong if she stuck with Mr. Barnes' service, she canceled the job, even though she was out the money. "I didn't want to ruin my sister's day," she said. "It wasn't worth it to me, in spite of the money."

When asked on Tuesday to explain the \$500 plus dispute/inquiry fee, Mr. Barnes said he is always willing to talk with customers. "If someone believes they've been treated unfairly, we share in their concerns. ... Bring it back to the company; we will take a second look," he said.

"We don't have any fees like that," he said when pressed. "I'm not sure what you are speaking of. I'd have to take a look. You can email it over."

Fine print in the contracts reviewed by the Pittsburgh Post-Gazette contain such a fee, which has risen over time. For Ms. Nee in 2018, the fee was \$500 per transaction. In March, Mr. Garcia-Tunon was charged \$575. More recently, the fee had risen to \$585.

When asked about the practice of charging for travel time to and from the vehicle's pickup and drop-off locations, Mr. Barnes declined to address specifics.

"You understand what a contract is?" he asked.

Later, he added, "Every time our company transacts business, it's done with a written agreement with specific terms that are explained upfront. If someone doesn't like the terms they can contract with a different business."

The beginning

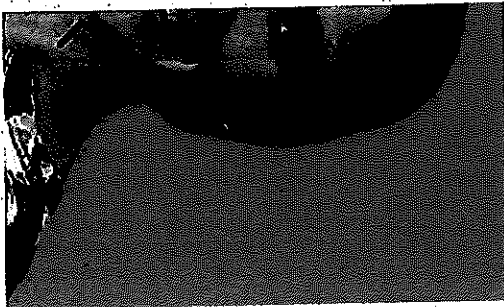
Filings with the Pennsylvania Department of State show Mr.



Meira Nee, of Brookline, was hit with five-passenger SUV for the evening

Barnes started a limousine business — Barnes Professional Limousine Service — in 2009, and an entity called Walten Point Productions in 2016, both in Erie.

In the beginning, Mr. Barnes operated a few of his own limos, according to a former employee, Jean Johnson.



the money. She said she confronted Mr. Barnes, telling him about her last run where a passenger thanked her for doing a good job. "I know your tip is included, but here is an extra tip because you were wonderful," she remembered the customer telling her.

"That's when he [Mr. Barnes] admitted that he does keep them," Ms. Johnson said.

That's when she quit. Daniel Fakeman — a driver in New York who currently works for a limousine company that Mr. Barnes has used to fulfill

bookings in Pennsylvania — said he believes Mr. Barnes is charging a 20% gratuity that doesn't get passed on to the drivers.

"Clients [booked through Mr. Barnes] will say to me, 'Did you get your tip?'" Mr. Fakeman said in an interview.

"When I say no, they say, 'We paid for the tip. You sure you didn't get it?'"

She said she became suspicious that he was charging passengers a gratuity but was keeping



A limousine booking business charged Eric Garcia-Tunon's credit card \$575 because he inquired about his bill. The limousine company is run by Matt Barnes.

Mr. Barnes wouldn't say whether the 20% gratuity he collects goes to the drivers.

"The way in which we disburse funding in our company is proprietary," he said.

Dealing with regulators

The Pennsylvania Public Utility

Commission revoked Mr.

Barnes' operator's certificate in 2017 for failing to maintain the required insurance coverage.

In April of this year, the PUC fined him \$500 for operating without a certificate. According to the agency, businesses that do not operate their own

vehicles but arrange passenger services are required to be certified and carry insurance in the state.

Mr. Barnes also was fined in Miami-Dade County in Florida in 2018 and again this year for operating without a license.

"We are fully in compliance with all regulations," Mr. Barnes said in Tuesday's interview. "All alleged penalties have been fully contested. In good faith, the company has fully satisfied any outstanding obligations to Pennsylvania and the federal government."

He said he was "not aware of any penalties" in Florida.

Cristie Hernandez, of Chapel Hill, Tenn., said she booked a sedan through Mr. Barnes for her wedding in Gatlinburg, Tenn., in February.

After the wedding, she noticed an extra \$99 charge on her debit card. She said she was told the driver had dropped her

and her new husband off three minutes late — at 5:03 p.m. instead of 5 p.m. — so they owed for an extra hour, plus applicable 15% service charge, 20% gratuity and 4% convenience fee for using her debit card.

When the couple disputed the extra fees with their bank, another \$550 fee was tacked on.

"I said, 'Are you kidding me?'" Ms. Hernandez remembered saying, "I questioned an unreasonable charge. That's my consumer right."

Mr. Garcia-Tunon, Ms. Nee and Ms. Hernandez all say they have reached out to various state and federal regulators.

The Pennsylvania PUC says officials are listening.

"The commission's Motor Carrier Enforcement Division is investigating recent complaints involving Barnes and its working with other consumer protection and law enforce-

ment agencies to address complaints from consumers in Pennsylvania and other states," PUC spokesman Nils Hagen-Fredriksen wrote in an email earlier this month.

In recent days, Mr. Barnes has reached out to some vocal customers in the Facebook group, offering certain refunds in exchange for signing a release form absolving him of any wrongdoing and ending their rights to any legal actions. It also requires that settlement terms be kept confidential.

On Sept. 11, Ms. Nee, who didn't end up using Mr.

Barnes' service, was offered a refund of \$1,596.70. She said she was leery of signing another contract with the business. Ms. Hernandez on Tuesday was offered \$300 in exchange for signing the release form, but was hesitant.

Ms. Nee, Mr. Garcia-Tunon and Ms. Hernandez all said they want Mr. Barnes to change his business practices.

"If we absolve him of this and take our money back, I'm afraid he will continue to do this," Ms. Nee said.

Negative reviews

Both Mr. Garcia-Tunon and Ms. Nee said that when they wrote negative reviews online, Mr. Barnes threatened to sue them.

"We have considered taking the appropriate action at all times when someone has spread falsehoods," Mr. Barnes said Tuesday. "I think all businesses would do that."

Ms. Nee also received an email threatening a lawsuit in July 2018 when her dispute began, warning her not to fight any charges with her credit card company.

"We are formally placing you on notice that if we receive a chargeback/ credit card dispute on your behalf from your credit card issuer, we do intend to not only file a civil law suit

against you for all damages for your breach of contract, but also may file a criminal complaint against you depending on how the dispute chargeback is coded and presented to us," the email read.

This May, her employer received a letter from "Barnes Worldwide" stating that she had libeled the business in social media posts. The letter said the company was "considering filing a civil lawsuit," and that Ms. Nee's employer could be a party in the suit because she had used company email.

"I was mortified," Ms. Nee said. "It's my personal life. I had to explain it to HR."

It wasn't the first time a dispute involving Mr. Barnes got personal.

In 2016, before Mr. Barnes' license was revoked, the Pennsylvania PUC fined him for exposing passengers to unsafe conditions during a party bus

ride from Mars to Downton Pritsburgh for a birthday celebration.

According to the complaint filed by the customer, Robert Sarver, an air conditioner on the bus was broken that swelling August day in 2014, causing passengers to become overheated and nauseated. Two people allegedly vomited.

Sometime after Mr. Sarver filed his complaint, Mr. Barnes wrote a negative one-star Google review of Mr. Sarver's landscaping business, according to the PUC administrative law judge who recommended the \$500 fine.

Is it a contract?

Consumer attorney Gary Lynch, of Carlson Lynch Downton, said the contracts that Mr. Barnes had customers sign could be running afoul of consumer protection and contract laws.

"Arguably, there is no con-

tract," Mr. Lynch said after reviewing the terms. He is not affiliated with any of the parties in the disputes.

The company reserves "so many rights and discretions" that the contract is "almost illusionary," he said.

For example, the fine print states that the company has the right to terminate service without a refund if there is an "indiscretion" on the part of the customer, "to be decided solely" by the company or third party providing the service.

"It's like saying I'll paint your house for \$1,000, but only have to paint it if I'm in the mood," Mr. Lynch said.

In total, the terms could be considered "unconscionable," he said, or so extreme that the contract is unfair and unenforceable.

Mr. Barnes said he didn't want to discuss the details in his

contracts. "I think our contract is very descriptive and very thorough and extremely professional compared to the industry standard," he said.

Mr. Garcia-Tunon said that even though a contract may be unenforceable, going to court is not a viable option for many people because of the time and money involved. "People just cut their losses and walk away," he said.

In August, Ms. Nee decided to sue Mr. Barnes in small claims court in Pittsburgh, serving him with legal papers at his address at a \$1 million condominium on exclusive Fisher Island in Florida.

Mr. Barnes said he was unaware of the complaint.

Both Ms. Nee and Mr. Garcia-Tunon say they want to send a message.

"I want to see this guy liable for what he has done," Mr. Garcia-Tunon said. "And let

him know it's not OK."

"I questioned an unreasonable charge. That's my consumer right," CRISTIE HERMANDEZ

WE ARE A COMMUNITY

Share Comment Save More

22 SEP 2015 11:11
Pittsburgh Post-Gazette
SUNDAY

CRISTIE HERMANDEZ
"I questioned an unreasonable charge. That's my consumer right," CRISTIE HERMANDEZ

22 Sep 2015 11:11

EXHIBIT 7

BARNES WORLDWIDE

Service date: October 13, 2018

Purchaser Name: [REDACTED] E-Mail: [REDACTED]

Mobile: [REDACTED]

Pickup time: 9:00 PM Drop off time: TBD

All billing runs from portal to portal in 1 hour long blocks of time. You will be billed \$129.00 per hour plus gratuity and service charge.

* THERE IS NO GUARANTEE THAT OVERTIME HOURS WILL BE AVAILABLE. PLEASE BE SURE THAT THE NUMBER OF HOURS YOU BOOK IS SUFFICIENT.

First pick-up address: [REDACTED] Marion Iowa 52302

One way transfer with no stops

Very final drop off address: [REDACTED] Cedar Rapids Iowa 52402

* Vehicle preference: Sedan

* Wallen Point Productions, LLC - DBA "Barnes Worldwide" and its representatives further referred to as the "company," reserve the right to substitute the limousine or color with something different at the company's discretion due to weather, maintenance or any other condition deemed appropriate by the company. The company reserves the right to contract other transportation services/agents/affiliates service(s) to fulfill this commitment if deemed necessary by the company. Purchaser agrees that the company is only estimating the number of passengers/persons that will fit in the vehicle and lists such as the number of passengers/persons as the maximum per the vehicle preference. Purchaser understands that the maximum calculation of persons/passengers is subjective to the size of the individuals. The company does not guarantee any certain number of passengers/persons will fit in the vehicle that is listed as the purchaser's vehicle preference. If purchaser exceeds the number of persons/passengers originally indicated on this agreement, purchaser authorizes a charge of \$100 per person/passenger for every person/passenger over the amount originally indicated on this agreement.

DO NOT FILL IN THE BELOW BOX - THIS IS FOR INTERNAL USE ONLY AND TO BE FILLED IN BY THE COMPANY. PURCHASER UNDERSTANDS THE BELOW BOX WILL BE FILLED IN BY THE COMPANY UPON COMPLETION / TERMINATION OF SERVICE.

Warehouse Departure:	Pickup time:	Drop off time:	Warehouse Arrival:
Hrs booked (@ \$129.00 per hour)	\$		
Gratuity 20% =	\$		
Service charge 15% =	\$		- Covers applicable taxes, tolls, fuel & mileage.
Package price: \$			

ACCOUNT INFORMATION FOR PAYMENT:

Credit Card Number: [REDACTED]

Billing address: [REDACTED]

CVV (3 digits security on back of card or 4 on front for AMEX): [REDACTED] EXP: [REDACTED]

* Purchaser agrees that they have read the company's second page containing its rules and regulations. Purchaser authorizes charges to their card above in accordance the terms contained on this page, the company's rules and regulations and furthermore for anything stolen from the vehicle, any damage done to the vehicle by themselves, invited or uninvited guests and/or any overtime. The company, is hereby appointed purchaser's attorney-in-fact to sign purchaser's signature for additional charges to the purchaser's credit card for damages, overtime, and/or and charges due and not immediately paid by the purchaser and is expressly empowered and authorized to charge all costs resulting from damages to said credit card. The company is hereby appointed purchaser's attorney-in-fact to sign purchaser's signature should any dispute arise from a transaction to verify the purchaser no longer disputes the transaction and it is to be billed immediately to the purchaser's account provided above.

ALL PAYMENTS MUST BE SUBMITTED 30 DAYS BEFORE THE SERVICE DATE | INITIAL: [REDACTED]

HERE

RULES AND REGULATIONS

No Smoking in the limo or you will be billed \$300 per occurrence and no underage drinking. If either occur the rental will be terminated. If anyone urines, vomits, or any other unusual bodily function takes place in the vehicle purchaser will be charged a minimum of \$500 as a cleaning fee. If there is excessive soiling of the limo purchaser will be billed a minimum \$350, by discretion of the company. No food is permitted in the limo. If food is brought in or eaten in the limo purchaser will be charged a minimum of \$275 for cleanup, not including damage. Purchaser authorizes additional charges past the initial charge until all damages and incidentals are fully repaired. The company cannot guarantee that every electronic will be working in the vehicle, if something stops working or is not working correctly there will be no compensation to the purchaser. Due to unforeseen problems or high maintenance costs and / or availability of all and any vehicle maintenance parts, company cannot guarantee all but not limited to lighting, strobes CD/DVD player, cooling systems etc will be properly working during the purchaser's service. These amenities are provided at no added cost and are not part of hourly rate/ package price. The agreement by the company is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by the company to find replacement limousine service at the agreed upon fees. Should the company be unable to procure a replacement, purchaser shall receive a full credit to be used at the company for a future event. Purchaser agrees that in all circumstances, the company shall be exclusively limited to an amount equal to any fees paid to the company by the purchaser prior to the service date and the company shall not be liable for indirect or consequential damages arising from any breach of contract. Purchaser understands that third party affiliates will likely provide the service to the purchaser on the service date. The third parties are not agents of the company and the company is not an agent of the third party. If the vehicle has a mechanical malfunction the company will be allowed up to 30 minutes for delay with no compensation. If due to any circumstances less time is provided to the purchaser then purchaser pre-paid and or reserved, then the time will be added after the very final drop-off time on the reservation at the discretion of the company if available. If the company cannot add the aforementioned missed time after the drop off time then the time may be rescheduled when mutually agreed upon by both the purchaser and the company at the discretion of the company. Vehicles may not be loaded past capacity. The company is not responsible for lost, damaged or stolen items left in the limo. The driver/agent of the third party and in the company has the right to terminate service without refund, if there is blatant indiscretion on the part of the client(s) and to be decided solely by the third party or the company. No food or beverage left in the vehicle will be returned to the purchaser or their invited and or uninvited guests after the rental period. If there is a disagreement regarding service or the contract all decisions by the company will be final.

All payments are non-refundable. Vehicle to dispatch from Cedar Rapids. The purchaser's service date will not be secure until your payment is received. Purchaser's payment is due on or before the signature of this agreement. If the rental contract is canceled anytime outside of 365 days from the rental the purchaser shall pay half of the remaining rental fee. If the rental contract is canceled within 365 days or less from the date of the rental the purchaser will have to pay the full rental fee to include the estimated travel time to the pickup and back from drop off to the warehouse. Payments are due immediately upon cancellation. If at any time a weather inclination prohibits the company from serving the purchaser based on the company's discretion, purchaser will have to reschedule the service date within 1 month of the purchaser's service date when the company can fit it into the company's schedule. If the purchaser disputes or inquires about any charge applied by the company to their credit / debit card, purchaser authorizes a charge of \$550 per transaction to be charged to their credit / debit card to cover fees, penalties and or administration costs applied to or bared by the company. Should this dispute or inquiry occur, the purchaser understands the \$550 fee per transaction will only be refunded to the purchaser if ordered to do so by a mutually agreeable third-party arbitrator that is selected and agreeable by both the purchaser and the company. In the event the purchaser's check bounces there will be an added \$100 fee applied per occurrence. Company is not responsible for any and all delays or the termination due to weather caused by unsafe road conditions (i.e. not salted, slippery, accidents, etc.). All sun roofs are locked and cannot be opened at any time. Tolls paid by purchaser on top of the package price. No cash refunds will ever be given back from the company to the purchaser. Time credits will be given by discretion of the company. No videos or photos taken during the rental may be displayed publicly without the written consent of the company. A 4% convenience fee will be added to the total package price for all payments placed on a debit or credit card. Gratuity of 20% and 15% service charge will be automatically added to the hourly rate. If the purchaser give/pay the driver any cash for the service, it will be considered added gratuity only and the gratuity added to the purchaser credit/debit card will not be refunded. No cash will be applied toward the package price. Purchaser understands that service/billing begins when the driver leaves the building it is housed at to go to the first pickup and service/billing ends when the driver arrives back to the building it is housed at after the very final drop off. All time/billing runs consecutively and is billed in 1-hour blocks of time. Purchaser understands the times listed on the agreement are only the minimum times and purchaser is solely responsible to pay for all time consumed along with the minimum time indicated. Early dismissal, downsizing, or shortening the rental hours will not reduce the cost of the service originally requested. No illegal drugs may be used and or in anyone's possession while occupying our vehicles. No shows are considered the same as the purchaser cancelling, the cancel request will be effective the same day as the rental and no refund will be due.

By executing this contract as purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract. All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative of either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon besides company filling in the times and package price box on the first page upon service being completed or canceled. The laws of the State of PA shall govern this agreement. In the event of suit involving or relating to this agreement purchaser agrees to defend, indemnify, assume liability for and hold the company and or its representatives harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to the company. Purchaser agrees that all actions brought to enforce any provision of this contract shall be brought in a court of competent jurisdiction in Erie County, Erie PA and that any action brought in Erie County, Erie PA is properly venue. Purchaser may not transfer this contract to another party without the prior written consent of the company. This agreement is not binding until signed by both purchaser and the company. Any changes must be written and signed by both the purchaser and the company for the amendment to be enforce and accepted. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force. By signing this form purchaser agrees all charges, vehicle provided, pickup time and service was rendered to purchaser's satisfaction. The parties hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser Name Printed: _____

Phone: _____

Purchaser Signature: _____

Email Address: _____

Street Address: _____

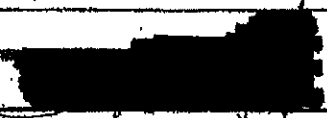
City: _____

State: _____

Zip: _____

Please place your credit or debit card in the box below.

PLACE YOUR CREDIT OR DEBIT CARD HERE.

X 
I authorize you to bill the card above in accordance to contract attached.
I agree to make payment per the issuer guidelines.

HERE

Please place your photo ID in the in the box below.
The name on your photo ID must match the name on your credit or debit card.

PLACE YOUR PHOTO ID HERE.

Please make sure your copy is legible. Thank you for helping control credit/debit card fraud.

WWW.GOVIPWORLDWIDE.COM

Service date: March 2, 2019

Purchaser Name: [REDACTED] Send to: [REDACTED]

Mobile: [REDACTED]

Pickup time: 12:30 PM Drop off time: TBD

All billing runs from portal to portal in 1 hour long blocks of time. You will be billed \$250.00 per hour plus gratuity and service charge.

*THERE IS NO GUARANTEE THAT OVERTIME HOURS WILL BE AVAILABLE. PLEASE BE SURE THAT THE NUMBER OF HOURS YOU BOOK IS SUFFICIENT.

First pick-up address: [REDACTED] Miami FL 33131

= One way transfer with no stops in between the pickup and drop off address.

Very final drop off address: [REDACTED] Miami FL 33143

* Vehicle preference: 20 SUV

* Wallen Point Productions, LLC - DBA "Go VIP Worldwide" and its representatives further referred to as the "company," reserve the right to substitute the vehicle or color with a different vehicle or color at the company's discretion due to weather, maintenance or any other condition deemed appropriate by the company. Purchaser grants the rights to the company to contract other transportation services/agents/affiliates service(s) to fulfill the company's commitment to the purchaser regarding the terms of this contract. Purchaser agrees that the company is only estimating the number of passengers/persons that will fit in the vehicle and lists such as the number of passengers/persons as the maximum per the vehicle preference. Purchaser understands that the maximum calculation of persons/passengers is subjective to the size of the individuals. The company does not guarantee any certain number of passengers/persons will fit in the vehicle that is listed as the purchaser's vehicle preference. If purchaser exceeds the number of persons/passengers originally indicated on this agreement, purchaser authorizes a charge of \$100 per person/passengers for every person/passenger over the amount originally indicated on this agreement.

DO NOT FILL IN THE BELOW BOX - THIS IS FOR INTERNAL USE ONLY AND TO BE FILLED IN BY THE COMPANY. PURCHASER UNDERSTANDS THE BELOW BOX WILL BE FILLED IN BY THE COMPANY UPON COMPLETION OR CANCELLATION.

Warehouse Departure: Pickup time: Drop off time: Warehouse Arrival:

ACCOUNT INFORMATION FOR PAYMENT:

Credit Card Number: [REDACTED]

Billing address: [REDACTED]

CVV (3 digits security on back of card or 4 on front for AMEX): [REDACTED] BXP: [REDACTED]

*Purchaser agrees that they have read the company's second page containing its rules and regulations. Purchaser authorizes charges to their card above in accordance the terms contained on this page, the company's rules and regulations and furthermore for anything stolen from the vehicle, any damage done to the vehicle by themselves, invited or uninvited guests and/or any overtime. The company, is hereby appointed purchaser's attorney-in-fact to sign purchaser's signature for additional charges to the purchaser's credit card for damages, overtime, and/or and charges due and not immediately paid by the purchaser and is expressly empowered and authorized to charge all costs resulting from damages to said credit card. The company is hereby appointed purchaser's attorney-in-fact to sign purchaser's signature should any dispute arise from a transaction to certify the purchaser no longer disputes the transaction and it is to be billed immediately to the purchaser's account provided above.

ALL PAYMENTS MUST BE SUBMITTED BEFORE THE SERVICE DATE | INITIAL: [REDACTED]

HERE

RULES AND REGULATIONS

No Smoking in the vehicle or you will be billed \$300 per occurrence and no underage drinking. If either occur the rental will be terminated. If anyone vomits, vomits, or any other unusual bodily function takes place in the vehicle purchaser will be charged a minimum of \$500 as a cleaning fee. If there is excessive soiling of the vehicle purchaser will be billed a minimum \$350, by discretion of the company. No food is permitted in the vehicle. If food is brought in or eaten in the vehicle the purchaser will be charged a minimum of \$275 for cleanup, not including damage. Purchaser authorizes additional charges past the initial charge until all damages and incidentals are fully repaired. The company cannot guarantee that every electronic will be working in the vehicle, if something stops working or is not working correctly there will be no compensation to the purchaser. Due to unforeseen problems or high maintenance costs and / or availability of all and any vehicle maintenance parts, company cannot guarantee all but not limited to lighting, strobes CD/DVD player, cooling systems etc will be properly working during the purchaser's service. These amenities are provided at no added cost and are not part of hourly rate/ package price. The agreement by the company is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by the company to find replacement limousine service at the agreed upon fees. Should the company be unable to procure a replacement, purchaser shall receive a full credit to be used at the company for a future event. Purchaser agrees that in all circumstances, the company shall be exclusively limited to an amount equal to any fees paid to the company by the purchaser prior to the service date and the company shall not be liable for indirect or consequential damages arising from any breach of contract. Purchaser understands that third party affiliates will likely provide the services to the purchaser on the service date. The third parties are not agents of the company and the company is not an agent of the third party. If the vehicle has a mechanical malfunction the company will be allowed up to 30 minutes for delay with no compensation. If due to any circumstances less time is provided to the purchaser then purchaser pre-paid and/or reserved, then the time will be added after the very final drop-off time on the reservation at the discretion of the company if available. If the company cannot add the aforementioned missed time after the drop off time then the time may be rescheduled when mutually agreed upon by both the purchaser and the company at the discretion of the company. Vehicles may not be loaded past capacity. The company is not responsible for lost, damaged or stolen items left in the limo. The driver/agent of the third party and/or the company has the right to terminate service without refund, if there is blatant indiscretion on the part of the client(s) and to be decided solely by the third party or the company. No food or beverage left in the vehicle will be returned to the purchaser or their invited and/or uninvited guests after the rental period. If there is a disagreement regarding service or the contract all decisions by the company will be final. All payments are non-refundable. The purchaser's service date will not be secure until your payment is received. Purchaser's full payment is due on or before the signature of this agreement. The vehicle will dispatch from Miami FL or closer to the pickup if possible and will be determined solely by the company when this form is signed by the purchaser and sent back to the company. If the rental contract is canceled at any time after the purchaser signs this document, the purchaser will still have to pay the full cost for the rental. Such cost will be calculated by using Mapquest to estimate/determine the travel time to the pickup and back from drop off to the warehouse. In addition to the time reserved from pickup to drop off in order to determine the total cost due. Payments are due immediately upon cancellation. If at any time a weather inclement prohibits the company from serving the purchaser based on the company's discretion, purchaser will have to reschedule the service date within 1 month of the purchaser's service date when the company can fit it into the company's schedule. If the purchaser disputes or inquires about any charge applied by the company to their credit / debit card, purchaser authorizes a charge of \$575 per transaction to be charged to their credit / debit card to cover fees, penalties and/or administration costs applied to or expensed by the company. Should this dispute or inquiry occur, the purchaser understands the \$575 fee per transaction will only be refunded to the purchaser if ordered to do so by a mutually agreeable third-party arbitrator that is selected and agreeable by both the purchaser and the company. In the event the purchaser's check/bank card there will be an added \$100 fee applied per occurrence. Company is not responsible for any and all delays or the termination due to weather caused by unsafe road conditions (i.e. not salted, slippery, accidents, etc.). All car roofs are locked and cannot be opened at any time. Tolls paid by purchaser on top of the package price. No cash refunds will ever be given back from the company to the purchaser. Time credits will be given by discretion of the company. No videos or photos taken during the rental may be displayed publicly without the written consent of the company. A 4% convenience charge will be added to the total package price for all payments placed on a debit or credit card. Gratuity of 20% and 15% service charge will be automatically added to the hourly rate. If the purchaser give/pay the driver any cash for the service, it will be considered added gratuity only and the gratuity added to the purchaser credit/debit card will not be refunded. No cash will be applied toward the package price. Purchaser understands that service/billing begins when the driver leaves the building it is warehouse/parked at to go to the first pickup and service/billing ends when the driver arrives back to the warehouse/lot it is to be housed at after the very final drop off. All time/billing runs consecutively and is billed in 1-hour blocks of time. Purchaser understands the times listed on the agreement are only the minimum times and purchaser is solely responsible to pay for all time consumed along with the minimum time indicated. Early dismissal, downgrading, or shortening the rental hours will not reduce the cost of the service originally requested. No illegal drugs may be used and/or in anyone's possession while occupying our vehicles. No shows are considered the same as the purchaser canceling, the cancel request will be effective the same day as the rental and no refund will be due. By executing this contract as purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should be or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract. All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon besides company filing in the times on the first page upon service being completed or canceled. The laws of the State of PA shall govern this agreement. In the event of suit involving or relating to this agreement purchaser agrees to defend, indemnify, assume liability for and hold the company and/or its representatives harmless from any claims, damages, losses and expenses by or to any person, regardless of the basis, which pertains directly or indirectly to the company. Purchaser agrees that all actions brought to enforce any provision of this contract shall be brought in a court of competent jurisdiction in Erie County, Erie PA and that any action brought in Erie County, Erie PA is properly venue. Purchaser may not transfer this contract to another party without the prior written consent of the company. This agreement is not binding until signed by both purchaser and the company. Any changes must be written and signed by both the purchaser and the company for the amendment to be enforce and accepted. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force. By signing this form purchaser agrees all charges, vehicle provided, pickup time and service was rendered to purchaser's satisfaction. The parties hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

Purchaser Name Print:

Phone:

Purchaser Signature:

Email Address:

HERE

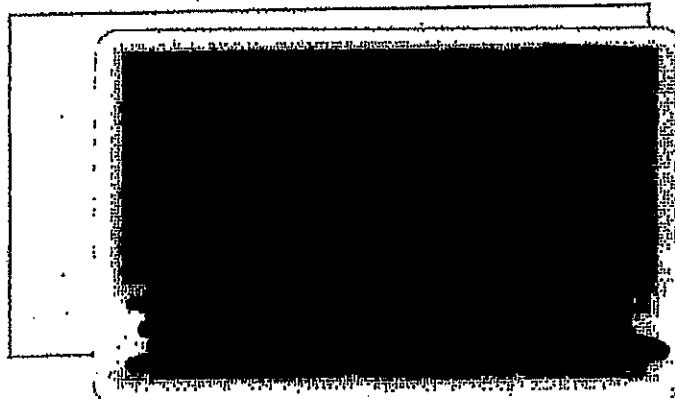
Please place your credit or debit card in the box below.



I authorize you to bill the card above in accordance to contract attached.
I agree to make payment per the issuer guidelines.

HERE

Please place your photo ID in the in the box below.
The name on your photo ID must match the name on your credit or debit card.



Please make sure your copy is legible. Thank you for helping control credit/debit card fraud.

EXHIBIT 8

All payments are nonrefundable. Your date will not be secure until your payment is received. Your payment is due on or before the signature of this agreement. If the rental contract is canceled anytime outside of 365 days from the rental the purchaser shall pay half of the remaining rental fee. If the rental contract is canceled within 365 days or less from the date of the rental the purchaser will have to pay the full rental fee. Payments are due immediately upon cancellation. If at anytime a weather inclination prohibits us from serving you based on our discretion, you will have to reschedule the date within 1 month of your date when we can fit it into our company schedule. If the purchaser charges back, disputes or inquires about any charge applied by our company to their credit / debit card, purchaser authorizes a charge of \$500 per transaction to be charged to their credit / debit card to cover fees, penalties and or a demeritization costs applied to or bared by the company. In the event our company loses arbitration the \$500 penalty fee per transaction will be refunded to the purchaser. In the event the purchaser's check bounces there will be an added \$100 fee applied per occurrence. Not responsible for any and all delays or the termination due to weather caused by, unsafe road conditions (ie. not salted, slippery, accidents, etc.). All sun roofs are locked and can not be opened at any time. Tolls paid by purchaser on top of the package price. No cash refunds will ever be given back from our company to the purchaser. Time credits will be given by discretion of the company. No videos or photos taken during the rental maybe displayed publicly without the written consent of Barnes Professional Linenware Service LLC. A 4% convenience fee will be added to the total package price for all payments placed on a debit or credit card. Gratuity of 20% and 15% service charge will be automatically added to the hourly rate. If you give/pay the driver any cash for the service it will be considered added gratuity only and the gratuity added to your card will not be refunded also no cash will be applied toward the package price. Client understands that service/billing begins when the driver leaves the building it is housed at to go to your first pickup and service/billing ends when the driver arrives back to the building it is housed at after your very final drop off. All time runs consecutively and is billed in 1 hour blocks of time. Early dismissal, downsizing, or shortening the rental hour will not reduce the cost of the service originally requested. No illegal drugs may be used and or in your possession while occupying our vehicles. No shows are considered the same thing as the purchaser canceling and the cancel request will be effective the same day as the rental whereas no refund will be due.