

IN THE CARBON COUNTY COURT OF COMMON PLEAS
CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA, :
by ATTORNEY GENERAL :
MICHELLE A. HENRY :

Plaintiff, :

v. :

SPLIT ROCK INVESTMENTS, LLC :

and :

SCH USA, LLC, doing business as :
BEL AIR OWNER'S CIRCLE :

Defendants. :

Complaint in Equity

Case No.:

23-CV-2623

CARBON COUNTY
PROTHONOTARY

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NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**North Penn Legal Services
101 West Broad Street, Suite 513
Hazleton, PA 18201
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Fax- (570) 455-3625**

Or

**Carbon County Lawyer Referral
811 Blakeslee Blvd. Dr East, Suite 130
Lehighton, PA 18235
Phone- 610-379-4950
Fax- (610) 379-4952**

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	:	
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AVISO

Le ban demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanday la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se dafiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGARTAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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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**

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by ATTORNEY GENERAL	:	<u>Complaint in Equity</u>
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	:	
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COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania by Attorney General Michelle A. Henry ("Commonwealth" and/or "Plaintiff"), and brings this action against Split Rock Investments, LLC ("Split Rock" and/ or collectively one of the Defendants), and SCH USA, LLC, doing business as "Bel Air Owner's Circle," ("SCH" and/ or collectively one of the Defendants), pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1 – 201-9.2 ("*Consumer Protection Law*"), to restrain by permanent

injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce, declared unlawful by the *Consumer Protection Law*.

The Commonwealth believes that Defendants are willfully using, have willfully used and/or are about to willfully use, methods, acts or practices complained of herein. The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth also seeks restitution pursuant to Section 201-4.1 of the *Consumer Protection Law*. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the *Consumer Protection Law* for all willful violations of said Law, costs, and other appropriate equitable relief as redress for violations of the *Consumer Protection Law*, as set forth herein.

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

I. JURISDICTION

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

II. VENUE

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

III. THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania by Attorney General Michelle A. Henry, with offices located at 15th Floor, Strawberry Square, Harrisburg, Dauphin County, Pennsylvania 17120.

4. Split Rock is a Delaware Limited Liability Company, registered as a foreign entity with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Corporations Bureau”), with a principal place of business at 428 Moseywood Road, Lake Harmony, Carbon County, Pennsylvania, 18624.

5. At all times relevant and material hereto, Split Rock approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein.

6. SCH is a Delaware Limited Liability Company, registered as a foreign entity with the Corporations Bureau, with a principle place of business at 428 Moseywood Road, Lake Harmony, Carbon County, Pennsylvania, 18624.

7. SCH conducts business as “Bel Air Owner’s Circle,” which is a fictitious name registered with the Corporations Bureau.

8. At all times relevant and material hereto, SCH approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein as well as the practices and operations conducted through the fictitious name “Bel Air Owner’s Circle.”

IV. STATEMENT OF FACTS

9. Defendants engage in trade and commerce within the Commonwealth of Pennsylvania, as defined by Section 201-2(3) of the Consumer Protection Law, 73 P.S. § 201-2(3), by owning and operating a resort located at Lake Harmony in Carbon County, Pennsylvania (“Resort”). The Resort includes timeshares.

10. At all times relevant and material hereto, Split Rock owns certain land and improvements to the land located at Lake Harmony (“Property”).

11. At all times relevant and material hereto, the Property is used for member and non-

member lodging and includes recreational, and entertainment facilities and amenities.¹

12. The Commonwealth believes and therefore avers that, the Resort consists of three (3) separate lodging buildings: Willowbrook, Galleria, and Westwood.

13. Split Rock purchased the Resort and the existing vacation membership plans (“Timeshares”) on or about October 2020 and incorporated the Resort as part of its “Bel Air Collection” brand.

14. The Commonwealth believes and therefore avers that, most of the Timeshares were purchased prior to the date in which Defendants acquired ownership and operation of the Resort.

15. At all times relevant and material hereto, SCH, doing business as Bel Air Owner’s Circle, is the operating entity at the Resort and oversees servicing of the Timeshares.

ADVERTISING (“BEL AIR COLLECTION”)

16. Defendants advertise the Resort, as well as their “Bel Air Collection” on the website, www.splitrockowner.com (“Website”). A true and correct copy of the Website is attached hereto and incorporated herein as Exhibit A.

17. Defendants’ Website advertises, in part, that: “The renowned Bel Air Collection brand has taken over the property to resurrect the resort... Beyond the renovation and restoration of the buildings, which will be substantial, we will restore its leisure style essence[.] our Bel Air Vibe will create a joyful experience and inspiring atmosphere for all visitors, a complete turnaround of the current Split Rock experience.” *See* page 8 of Exhibit A.

18. Defendants additionally advertise that:

The essence of Bel Air is to provide a Collection of experiences that make our guest’s and club member’s holiday a memorable one, creating memories that will last a lifetime. Leisure in the Bel Air Collection world, is not about a nice room, bed, swimming pool or good food, rather it is about the joy, the heart, the adventure and the love; created by the experiences of

¹ The Resort also offers lodging to non-timeshare owners.

a well selected collection of Bel Air Delights®, Bel Air Moments®, Bel Air Hallmarks®, and Bel Air Experiences®.

See page 8 of Exhibit A.

19. Defendants' Bel Air Delights are advertised to include:

- Welcome delight
- Tea Time Delight
- Early Bird Breakfast
- Sunset Corner
- In-room Refreshing Delight

See pages 9-10 of Exhibit A.

20. Defendants' Bel Air Moments are advertised to include, in part:

- Live Entertainment
- Movie Theater
- Indoor pool
- Saunas
- Miniature golf

See page 9 of Exhibit A.

21. Defendants' Bel Air Moments provide the following disclosure: "The activities offered depend on weather conditions and occupancy, the terms and times will be informed at your arrival. Some activities have extra charge and offered thru third parties." *See page 9 of Exhibit A.*

22. Defendants' Bel Air Experiences are advertised to include, in part: Gourmet All Inclusive Experience: as our inclusive packages are a great part of what we'll be offering

- Any meal, drink & liquor from our restaurants & bars
- Choose a la carte at your table
- Pay one Price
- Wide variety of delicacies
- Resort fee included"

See page 9 of Exhibit A.

23. Defendants' Bel Air Hallmarks are advertised to include, in part: "The signature amenities that make Bel Air so HIP and different.

- Pillows menu

- Ultra-plush duvet
- Shining white luxury bed linens
- Leading-edge technology mattresses
- Non-conventional architecture and design
- The Collection Spa”

See page 10 of Exhibit A.

VACATION LICENSE

24. Consumers that purchased Timeshares (“Timeshare Owner(s)”) were provided with a license to utilize the Resort (“Vacation License.”)

25. After purchase of the Timeshare, Timeshare Owners were also provided with a membership certificate, which summarizes the description of the Timeshare purchased (“Membership Certificate”).

26. The Commonwealth believes and therefore avers that, the Timeshares purchased correspond with either the Willowbrook, Galleria, or the Westwood building.

27. Each Timeshare transaction contained an agreement to dictate the terms and conditions for consumers’ use of the Timeshare.

28. An exemplary agreement for such terms and conditions was in the form of a document entitled, “Vacation Reservation Agreement.” A true and partially redacted copy of a Vacation Reservation Agreement is attached hereto and incorporated herein as Exhibit B.

29. The terms and conditions of the Timeshare are further explained in a document entitled, “Disclosure Statement.” A true and partially redacted copy of a Disclosure Statement is attached hereto and incorporated herein as Exhibit C.

30. The Vacation Reservation Agreement warrants Timeshare Owners that the Property and its recreational facilities will not be sold “unless the buyer agrees to assume [the] obligations under this Vacation Reservation Agreement.” Nor will the Property be mortgaged

“unless the mortgagee agrees not to disturb [Timeshare Owners’] privileges under this Vacation Reservation Agreement so long as the [Timeshare Owner] is not in default.” *See* page 7 of Exhibit B.

31. The Vacation License provides each Timeshare Owner with the right to use the accommodations at the Resort and the lodge in which they contracted for, *i.e.* Willowbrook, Galleria, or Westwood. *See* page 2 of Exhibit B.

32. Each Timeshare Owner owns the Vacation License to utilize the Resort for one (1) week on an annual or biennial basis. *See* page 2 of Exhibit B.

33. Timeshare Owners may utilize the Vacation License during the designated time period (“Season”) in which they purchased.

34. Most Timeshares and Vacation Licenses are valid for a duration of ninety-nine (99) years. *See* page 2 of Exhibit B.

35. The Vacation Reservation Agreement provides, in part that, “If we receive full payment and if you are current in payment of [] maintenance fees and other obligations under this Agreement, your rights under this contract will extend for ... ninety-nine (99) years ... at which time all Vacation Licenses will expire.” *See* page 2 of Exhibit B.

36. The Disclosure Statement provides that a Vacation License does not constitute or provide Timeshare Owners with any ownership interest in the Resort. *See* page 1 of Exhibit C.

RESERVATIONS & ACCOMMODATIONS

37. Each accommodation is based upon what the Timeshare Owner purchased.

38. Accommodations refer to (1) the lodge selected *i.e.* Willowbrook, Galleria, and/or Westwood, (2) type of unit purchased *i.e.* one or two bedroom unit, and (3) the Season selected (“Accommodation(s)”).

39. The Disclosure Statement provides the following terms related to the general description of the Accommodations for which the Timeshare Owner purchased:

Each purchaser will receive a floor plan showing the typical units ...for the Accommodation Type he/she selected.... Each unit will be supplied with furniture, appliances, utensils, and miscellaneous items similar to that displayed in the model unit. The replacement and repair of that personal property will be paid for from the maintenance fee account.... Future renovations or redecorating of units and public areas will be done as needed and will be paid for from the reserve account of the annual maintenance fee.

See page 1 of Exhibit C.

40. The Vacation Reservation Agreement provides the following related to reservations and Accommodations:

Reserving Your Week. We will make available the Accommodation Type of ☐ Unit you purchased, during the Season you selected, if you provide written notice ☐ of your desired arrival date at least sixty (60) days...in advance. Upon receipt of your reservation request, we will send you a confirmation of a Unit of that Accommodation Type is available. Reservation of a specific week within the Season is on a first come, first served basis. In all events, there will be a ☐ Unit of your Accommodation Type available sometime during the Season you selected.

See page 3 of Exhibit B.

41. A description of each Timeshare unit purchased was included in the Timeshare Owners' Disclosure Statement and further descriptions and depictions of a model unit was included in a brochure provided to the Timeshare Owners. A true and correct copy of an exemplary brochure is attached hereto and incorporated herein as Exhibit D.

42. The Vacation Reservation Agreement warrants Timeshare Owners that the unit purchased will be furnished and maintained substantially similar to the model unit, except for normal wear and tear. *See page 6 of Exhibit B.*

MAINTENANCE FEES

43. Pursuant to the terms of the Vacation Reservation Agreement, Timeshare Owners

are required to pay maintenance fees to utilize the Vacation License.

44. The Vacation Reservation Agreement defines maintenance fee as follows: “The ‘maintenance fee’ is the charge you, and all other purchasers, must pay each year to cover the expenses of insuring and maintaining the [] Units, personal property and certain other common expenses” (“Maintenance Fee”). *See* page 7 of Exhibit B.

45. Timeshare Owners are required to pay the Maintenance Fee whether or not the Timeshare Owner uses the Vacation License. *See* page 5 of Exhibit B.

46. The Vacation Reservation Agreement states that biennial use members pay the Maintenance Fee only for their use year (odd or even years). *See* page 5 of Exhibit B.

47. The Vacation Reservation Agreement provides that “maintenance fees will be kept and maintained in a separate escrow account”... and that the “funds in that account will not be commingled with any [] other money and will be applied only to those expenses which may be properly charged against the maintenance fee.” *See* page 6 Exhibit B.

48. The Vacation Reservation Agreement provides that the Maintenance Fees are calculated by one of two methods: cost of living adjustment or actual maintenance costs. *See* pages 5-6 of Exhibit B.

49. The Vacation Reservation Agreement provides the following related to cost of living adjustment:

The maintenance fee will be adjusted each year in accordance with changes in the cost of living index ... [and] will be increased or decreased based upon the annual percentage increase or decrease of the Consumer Price Index (the index) published by the U.S. Bureau of Labor Statistics for the area closest to Lake Harmony, Pennsylvania. The index published for the month of June 2003 shall be considered the base level. The average level of the index for the prior twelve months shall be ascertained by adding the six bi-monthly levels and dividing the total by six, the resulting figure here after called the “average annual level.” If the average annual level for such is greater or less than the base level, the difference divided by the base level

shall constitute the “percentage of increase or decrease.” The sum set forth on the attached Purchase Addendum and Finance Disclosure as the present maintenance fee will be adjusted by the percentage of the increase or decrease, and the resulting amount will be the new maintenance fee. If the compilation or publication of the index is discontinued, we will designate an alternative index or method to compute such revised maintenance charge, provided that such alternative index reasonably reflects the increase or decrease in the costs encompassed in the maintenance fee.

See page 5 of Exhibit B.

50. The Vacation Reservation Agreement provides the following related to actual maintenance costs:

[W]e may exercise the option to charge you an Annual Maintenance Fee based on actual costs. Upon exercise of this option, we will submit to you a proposed budget covering actual projected maintenance expenses for the following year for all ☐ Units devoted to timeshare occupancy. In such event, the Annual Maintenance Fee payable by you would be determined by dividing the total maintenance cost budgeted for the entire ☐ project by the total number of Vacation Licenses, both sold and unsold, associated with fully constructed units. If we elect to charge maintenance fees based on actual costs, the actual maintenance costs associated with all Vacation Licenses, which have not been sold will be borne by us. The total amount of budgeted maintenance expenses for any year will be adjusted to reflect any surplus or deficit in the year before the one for which the budget is submitted....

See page 5 of Exhibit B.

51. The Vacation Reservation Agreement further provides the following related to actual maintenance costs:

“If we exercise this option, you will be notified not later than December of the year prior to the year the actual charges will be effective.... If we exercise the option to charge the actual cost associated with timeshare maintenance, the budget will be an amount of money sufficient to pay the following expenses:

- a. Real estate taxes, and any municipal assessment which could become a lien upon the land or buildings devoted to timesharing☐; and
- b. Premiums for property and casualty insurance on the ☐ Units, personal property and common areas ...; and
- c. Ordinary maintenance of the [the lodge contracted for] and common areas, inside and out, including repair or replacement of fixtures attached to the

- buildings and repair or replacement of furniture, equipment, appliances, utensils and other items of personal property; and
- d. Housekeeping service, at least once each week, which shall include changing linens and towels, and cleaning; and
- e. Maintenance of the [the lodge contracted for] common areas of each building including, for example, lobby, hallways, other public areas, recreational areas, cutting grass and maintaining trees, shrubs, landscaping; and
- f. Paying utility charges ... and
- g. A reserve of five percent (5%) for exterior renovations or replacement of interior furnishings, equipment, appliances, utensils and redecoration of units ...; and
- h. A reserve for unpaid or uncollectible maintenance fees of other purchasers; and
- i. Entrance road and parking lot maintenance; and
- j. Administrative expenses related to the timeshare program which shall include accounting and legal fees, telephone charges, postage, photocopy costs, salaries and statutory or other benefits, for employees; and
- k. Such other expenses related to the timeshare program and the vacation afforded timeshare purchasers and visitors, as are fair and reasonable management fees, fidelity bond for persons handling maintenance fees, recreational expenses and reasonable expenses of processing reservations... and any other expenses not covered above.”

See pages 5-6 of Exhibit B.

52. The Vacation Reservation Agreement states that the total amount of such expenses, as listed above, “shall then be divided between the total number of Vacation Licenses by Accommodation Type, based on the square footage of each Accommodation Type, the result being the maintenance fee for each week.” *See* page 6 of Exhibit B.

53. The Vacation Reservation Agreement provides that should the actual cost method be utilized, “an annual accounting of receipt and disbursement of those fees will be provided to the Timeshare Owners.” *See* page 5 of Exhibit B.

54. The Vacation Reservation Agreement states that regardless of the calculation formula used, whether it is cost of living adjustment or actual maintenance costs, “In no event will the maintenance fee increase by more than 7.5% of the previous year’s fee using either the

Consumer Price Index or actual costs.” *See* page 6 of Exhibit B.

USE OF FACILITIES

55. Timeshare Owners have use of all recreational facilities (“Facilities”) which are open to the general public and/or guests of the Resort. *See* page 2 of Exhibit B and C.

56. The Disclosure Statement provides, in part, that, “Certain facilities are available free of charge... other facilities may require payment of a use charge each time that facility is used.” *See* page 1 of Exhibit C.

57. The Disclosure Statement provides the following Facilities, for which use charges are customarily imposed:

- ski slope
- tennis courts
- racquetball courts
- lake boating, canoes, rowboats, sailboats, motorboats, paddle boats
- bicycle rentals
- movie theatre
- bowling alley/arcade
- miniature golf
- 27-hole golf course

See page 1 of Exhibit C.

58. The Disclosure Statement provides the following Facilities, for which use charges are not customarily imposed:

- basketball, softball, volleyball, & soccer
- hiking trails
- archery & shuffleboard
- outdoor ice skating
- sled riding
- indoor & outdoor swimming pools
- use of beach & swimming lagoon
- bocce courts

See page 1 of Exhibit C.

59. The Vacation Reservation Agreement pertaining to the facilities referenced above

states, “we do reserve the right to impose separate use charges for some recreational facilities.”
See page 4 of Exhibit B.

60. Use charges are defined as “fees imposed for the use of equipment or facilities under the normal practice of the Resort.” *See* page 4 of Exhibit B.

61. The Vacation Reservation Agreement provides that, “the [Resort] reserves the right to sell, discontinue, alter and replace such facilities at any time and from time to time and to change the fees charged to purchasers for the use of such facilities.” *See* page 4 of Exhibit B.

TRANSFER OF VACATION LICENSE RIGHTS

62. In almost all instances, each timeshare agreement and the use of the Vacation License is valid for ninety-nine (99) years.

63. The Vacation Reservation Agreement provides the following related to the transfer of rights of a Vacation License:

“You may transfer your rights and obligations under this contract as a part of your estate, or by gift to members of your immediate family, or otherwise with our prior written approval which we will not arbitrarily withhold, provided you are current in your obligations. In order for a transfer to be effective, your successor must agree in writing to be bound by all of the terms and conditions of this agreement.”

See page 7 of Exhibit B.

CONSUMER COMPLAINTS

64. Since Defendants took ownership and operation of the Resort, the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (“Bureau”), has received numerous consumer complaints evidencing the unfair and deceptive conduct of Defendants as alleged herein. Some of the complaints were filed by or on behalf of citizens age sixty (60) years or over. These complaints are examples only. Defendants have victimized or attempted to victimize many more consumers.

65. The substance of the consumers' complaints filed with the Bureau consist, in part, of the following issues:

- a. Timeshare Owners' inability to book and Defendants' failure to honor Accommodation type;
- b. Defendants charging illegal and excessive Maintenance Fee;
- c. Defendants charging illegal and/or junk fees;
- d. Defendants failing to terminate Timeshare Licenses after the death of the Timeshare Owners; and
- e. Defendants issuing collection notices that harass, oppress, or abuse Timeshare Owners in an attempt to coerce payment of the Maintenance Fee.

**TIMESHARE OWNERS' INABILITY TO BOOK/ FAILURE TO HONOR
ACCOMMODATIONS**

66. The Bureau received many consumer complaints alleging that the consumers attempted to reserve their Timeshare; however, they could not reach anyone at the Resort to book their stay, or in the event they did reserve and utilize their Timeshare, they were not provided with the proper Accommodations.

67. The Vacation License provides each Timeshare Owner with the right to use the Accommodations at the lodge and Resort during the Season purchased for one (1) week, on an annual or biennial basis, so long as the Timeshare Owner's Maintenance Fee were paid. *See* page 2 of Exhibit B.

68. The Vacation Reservation Agreement warrants Timeshare Owners that the unit purchased will be furnished and maintained substantially similar to the model unit, except for normal wear and tear. *See* page 7 of Exhibit B.

69. The Vacation Reservation Agreement provides, in part, that the Timeshare Owners will be provided with a "Unit of their Accommodation Type available sometime during the Season selected." *See* page 3 of Exhibit B.

70. A sample of a consumer's complaint alleging inability to book his Timeshare is as follows:

- a. Consumer A, a senior citizen from the State of Maryland, purchased an annual Timeshare with a two bedroom unit at Willowbrook on July 25, 2007. A true and partially redacted copy of the consumer's Membership Certificate is attached hereto and incorporated herein as Exhibit E-1. The consumer was current on the Maintenance Fee, On September 2, 2021, Consumer A filed a consumer complaint with the Bureau alleging that he encountered an extremely difficult and frustrating process in trying to book his Timeshare. The consumer stated that for two months, he kept calling and was unable to speak with anyone to book his Timeshare. When Defendants' representative finally answered the phone, the consumer was informed that he would not be able to reserve the Timeshare unless he paid additional Resort Fees. The fees consisted of \$20 per unit and was charged for each day the consumer utilized the Timeshare. The total fee, with taxes, totaled \$296.80 for the week. This was in addition to the Maintenance Fee the consumer had already paid. The consumer was informed that this is a nonrefundable fee.

The consumer was also informed that should he cancel the reservation, he must do so within 24 hours of booking the reservation, otherwise he would be charged an additional \$120 cancelation fee. The consumer booked the Timeshare for seven days from September 9, 2021 through September 16, 2021.

The consumer's complaint stated that the conditions of the unit were so poor that after five days, he and his guests departed. The consumer stated in his complaint that the Resort, along with the unit he stayed in were dirty and posed safety and hazard concerns. The consumer wanted to terminate his Timeshare. Defendants provided a response to the consumer's complaint stating, in part, "We sincerely apologize for [the consumer's] impossibility to reserve his stay at the resort. This must have been an unfortunate unavailability of reservation agents on the times he tried to reserve." A true and partially redacted copy of the Defendants' response to Consumer A's complaint is attached hereto and incorporated herein as Exhibit E-2.

71. A sample of a consumer's complaint alleging that Defendants provided Accommodations lesser than what the Timeshare Owner contracted and paid for is as follows:

- a. Consumer B, a senior citizen of Bucks County Pennsylvania, purchased an annual Timeshare with two suite units at Willowbrook on August 26, 2004. A true and partially redacted copy of the consumer's Membership Certificate is attached hereto and incorporated herein as Exhibit F-1. The consumer was current on the Maintenance Fees when she booked her timeshare for 2021. A true and partially redacted copy of the consumer's Maintenance Fees and proof

of payment are of the Maintenance Fees are attached hereto and incorporated herein as Exhibit F-2. The consumer booked her timeshare for July 31, 2021 through August 7, 2021. Two weeks prior to checking in, the consumer received an email from Defendants stating that Willowbrook units were unavailable and the consumer would be “upgraded” to the Galleria building. After numerous attempts to reach a representative, the consumer finally spoke with someone and voiced that she did not want to stay at the Galleria building since the Accommodations were nothing like what the consumer contracted and paid for. The consumer was assured that the email did not affect her reservation.

Upon check in, the consumer was told that the Willowbrook units were unavailable and that she and her guests would be staying at the Galleria. The consumer stated that she and her guests could not stay in the room that Defendants provided. The consumer booked and paid for alternative lodging, off the Resort.

On August 4, 2021, the consumer filed a complaint seeking to terminate the Timeshare. Defendants responded to the consumer’s complaint stating, in part:

“We understand and acknowledge the concern and discomfort with the Resort Fee that was recently imposed. Although the timeshare agreement and the disclosure documents allow for such a fee to be imposed, this was a practice that was not procured in previous years and thus has created resistance for some of our owners. The Resort Fee has accounted for part of the general repair work for our facilities, more than USD \$2,000,000.00 have been invested in public areas... [The consumer] has suffered a defect in our system on the week she stayed with us at the resort. We genuinely apologize for the inconveniences suffered.”

A true and partially redacted copy of Defendants’ response to consumer B’s complaint is attached hereto and incorporated herein as Exhibit F-3.

ILLEGAL AND EXCESSIVE MAINTENANCE FEES

72. The Commonwealth received numerous consumer complaints regarding Defendants’ increase in Maintenance Fees.

73. Defendants issued a notice to Timeshare Owners that Maintenance Fees for 2023 would increase to 9.1%. A True and partially redacted copy of the notice related to the 2023 Maintenance Fee increase is attached hereto and incorporated herein as Exhibit G.

74. The 2023 increase in Maintenance Fee notice provides that, “As per contract in the

Purchase Addendum and Finance Disclosure Agreement the maintenance fees are adjusted each year in accordance with the changes in the cost-of-living index, Consumer Price Index published by the U.S. Bureau of Labor of Statistics. The increase for 2023 reflects a 9.1 % increase.” *See* Exhibit G.

75. The Vacation Reservation Agreement states that regardless of the calculation formula used, whether it is cost of living adjustment or actual maintenance costs, “In no event will the maintenance fee increase by more than 7.5% of the previous year’s fee using either the Consumer Price Index or actual costs.” *See* page 6 of Exhibit B.

76. Samples of consumers’ complaints alleging that Defendants are charging illegal and excessive Maintenance Fees are as follows:

- a. Consumer C, a senior citizen from the State of New Jersey, purchased a biennial Timeshare for a one-bedroom suite at Willowbrook on August 21, 2005. Since the consumer purchased a biennial Timeshare, the consumer received biennial Maintenance Fee invoices to utilize the even-year Timeshare. In 2018, the consumer was invoiced, and paid, \$392 for the Maintenance Fee. True and partially redacted copies of the consumer’s Maintenance Fees are attached hereto and incorporated herein as Exhibit H-1. The consumer was charged the same Maintenance Fee in 2020 and again paid \$392. *See* Exhibit H-1. In 2021, the consumer received his 2022 Maintenance Fee invoice and was charged \$473. *See* Exhibit H-1. The price difference reflects a 20.66% increase in the Maintenance Fee. The consumer filed a complaint against Defendants alleging that Maintenance Fees have increased however, Defendants have failed to maintain the buildings. The consumer seeks to terminate the Timeshare.
- b. Consumer D, a senior citizen of Schuylkill County, Pennsylvania, purchased a biennial Timeshare for a two-bedroom unit at Willowbrook on June 22, 2005. A true and partially redacted copy of the consumer’s biennial Membership Certificate is attached hereto and incorporated herein as Exhibit I-1. In 2020, the consumer was invoiced \$716 for the Maintenance Fee. True and partially redacted copies of the Maintenance Fees are attached hereto and incorporated herein as Exhibit I-2. The consumer was unable to book her Timeshare due to the Covid pandemic and did not pay the 2020 Maintenance Fee. In 2022, the consumer received a maintenance fee invoice for \$847. *See* Exhibit I-2. The price difference reflects an 18.3% increase of the Maintenance Fee. The consumer filed a complaint against Defendants asking that Defendants terminate her Timeshare.

IMPOSITION OF JUNK FEES

77. The Bureau received many consumer complaints related to additional fees Defendants have imposed since acquiring the Resort.

78. These imposed fees include, but are not limited to, foreign taxes.

79. The 2022 Maintenance Fee invoices state that, "As stipulated by Mexican law, taxes of 16% (VAT) and 3% (Lodging Service) are already included." *See* Exhibit F-2.

80. The Commonwealth believes and therefore avers that the 16% Mexican tax is prohibited and illegal since the Resort is not located in Mexico.

81. An additional imposed fee in which Defendants charged consumers was what Defendants classified as a "Resort Fee."

82. The Resort Fee was imposed at the time in which the Timeshare Owner reserved their Timeshare and in some instances after the Timeshare Owner reserved their Timeshare and before they checked into the Resort.

83. Neither the Vacation Reservation Agreement nor the Disclosure Statement provide that additional fees, other than the Maintenance Fees, must be paid before the Timeshare Owner can reserve and use their Timeshare.

84. Defendants' justifications for the Resort Fee include: a charge as a usage fee for the facilities, to make repairs to the Resort, and/or additional benefits Timeshare Owners receive as being part of the "Bel Air Collection."

85. The Disclosure Statement provides, in part, that, "Certain facilities are available free of charge... other facilities may require payment of a use charge each time that facility is used." *See* page 1 of Exhibit C.

86. However, Defendants imposed a Resort Fee as a usage charge for the facilities in instances where Timeshare Owners did not even use, or want to use, the Facilities.

87. Defendants agreed to abide by, and honor, the terms of the Vacation Reservation Agreement when they purchased the Property, however Defendants charging the Resort Fees, whether or not a Timeshare Owner uses the Facilities violates the Vacation Reservation Agreement.

88. In certain instances, Defendants explained that the Resort Fee has accounted for part of the general repair work for facilities and more than \$2,000,000.00 have been invested in public areas. *See* Exhibit F-3.

89. However, the Vacation Reservation Agreement provides that Maintenance Fee are used to pay for, in part, the “common areas of each building including ... lobby, hallways, other public areas, recreational areas....” *See* page 6 of Exhibit B.

90. Defendants foisted Resort Fees on the Timeshare Owners for the “general repair work of the facilities” when the Vacation Reservation Agreement predetermined that a portion of the Timeshare Owners’ Maintenance Fees were allocated towards such repairs.

91. The Commonwealth believes and therefore avers that Defendants are imposing additional Maintenance Fees on Timeshare Owners and are disguising those fees as Resort Fees.

92. In other instances, Defendants explained that the Resort Fee was used to cover the new Bel Air benefits, *i.e.* Bel Air Delights®, Bel Air Moments®, Bel Air Hallmarks®, and Bel Air Experiences®, Timeshare Owners receive for being members.

93. The Commonwealth believes and therefore avers that few, if any, Timeshare Owners received such referenced benefits after Defendants purchased the Resort.

94. To the contrary, consumers have complained that since Defendants acquired the Resort, the overall Accommodations and Facilities of the Resort have degraded, whereby violating the terms of the Vacation Reservation Agreement.

95. Defendants purchased the Property under the terms, which warrant the Timeshare Owners that Defendants would assume the obligations under the Vacation Reservation Agreement including without limitation that subject to paying the Maintenance Fees, Defendants agree to make available to Timeshare Owners a license to use the Accommodation Type purchased. *See* page 2 of Exhibit B.

96. Defendants purchased the Property under the terms, which warrant the Timeshare Owners that Defendants would assume the obligations under the Vacation Reservation Agreement including without limitation that Timeshare Owners usage charges were fees imposed for the use of the Facilities, and Maintenance Fees, calculated using the actual cost method, were used to cover the actual costs of repairing and maintaining recreational areas. *See* pages 4, 6 and 7 of Exhibit B.

97. The Commonwealth believes and therefore avers that, contradictory to Defendants' justifications of the Resort Fees, that such arbitrary and capricious fees do not provide a benefit to the Property nor the Timeshare Owners.

98. Furthermore, by imposing the Resort Fee, Defendants created an illegal condition upon Timeshare Owners' pre-existing rights to use the Vacation License upon payment of their Maintenance Fees.

99. Samples of consumers' complaints alleging that Defendants are charging junk fees are as follows:

- a. Consumer E, of Bucks County, Pennsylvania, purchased a biennial Timeshare for a two-bedroom unit at Willowbrook on August 9, 2006. The consumer utilized the Timeshare License every odd year. In 2021, the consumer's Maintenance Fee was \$770. In 2023, the consumer's Maintenance Fee was \$889. This reflects a 15.5% increase in Maintenance Fees. A true and partially redacted copy of the consumer's Maintenance Fee invoices are attached hereto and incorporated herein as Exhibit J-1. In 2021, the consumer contacted Defendants to reserve her Timeshare. The consumer was informed that she must

pay an additional \$20 per night as a “Resort Fee” at the time of booking. The consumer filed a complaint that the Resort is under new ownership and is fraudulently charging additional daily fees. Defendants responded to the consumer’s complaint explaining, in part, as follows:

“Despite of our unambiguous intention to evidence our rightful capacity of imposing the contested Resort Fee, it is also important to establish that timeshare users at the Resort in general are currently recipient of additional benefits that they did not receive when they signed their contracts.... The current benefits offered to our club members include (i) complimentary comfort food during their stay, (ii) the use, at no extra cost, of some facilities that were previously charged for, (iii) the “Welcome Delights Program” (that offers a glass of champagne to our guests), (iv) early bird breakfast at no cost, (v) the “Tea Time Delight”, (vi) the “Sunset Corner” (which offers a glass of sparkling wine to our club members ..., (vii) ten dollar gift card for the Arcade Area at the Resort, and (viii) free laundry service during their stay. All of the previous is included for our guests in the [] \$20.00 Resort Fee.”

A true and partially redacted copy of Defendants’ response to the consumer’s complaint is attached hereto and incorporated herein as Exhibit J-2. When the Bureau followed up with the consumer regarding Defendants’ “additional benefits,” the consumer refuted that the Defendants offered such benefits during her stay.

- b. Consumer F, from the State of New Jersey, purchased an annual Timeshare at Willowbrook on July 7, 2006. On May 17, 2021, the consumer received an email from Defendants stating, “Dear member we just want to make sure of your booking and also [] letting you know that to make the reservation, we need you to make the payment of the Resort Fee, this fee includes some of the activities and services in the resort, it’s \$21.20 [dollars] per room, per night.” A true and partially redacted copy of the May 17, 2021 email is attached hereto and incorporated herein as Exhibit K-1.

On December 1, 2022, the consumer filed a complaint alleging the Resort is being seriously neglected, and the new owners are charging new Resort Fees and providing fewer and fewer amenities and services. Defendants responded to the consumer’s complaint stating, in part, “We understand and acknowledge the concern and discomfort with the Resort Fee that was recently imposed.... The Resort Fee has accounted for part of the general repair work for our facilities, more than USD \$2,000,000.00 have been invested in public areas, and it has allowed the resort to offer a quality standard that was not observed for the last years.” A true and partially redacted copy of Defendants’ response to the consumer’s complaint is attached hereto and incorporated herein as

DECEASED TIMESHARE OWNERS and TERMINATION OF THE TIMESHARE

100. As referenced, *supra*, each Vacation License is valid for ninety-nine (99) years and the Vacation Reservation Agreement provides that a Timeshare Owner may transfer their rights and obligations as part of their estate. *See* page 2 of Exhibit B.

101. The Vacation Reservation Agreement further states that in order for a transfer to be effective, the successor must agree, in writing, to be bound by all of the terms and conditions of the agreement. *See* page 7 of Exhibit B.

102. Defendants prevented deceased Timeshare Owners' estates from terminating the Vacation License and continued to impose Maintenance Fees and assess late charges, despite successors' demands to terminate the Timeshare.

103. A sample of a consumer's complaint alleging that Defendants are failing to terminate a Timeshare after the death of the Timeshare Owner is as follows:

- a. Consumer G, from the State of New Mexico, filed a consumer complaint on or about October 28, 2022 alleging that her deceased mother had owned a Timeshare that was purchased on April 22, 2007. The annual Timeshare consisted of a two-bedroom suite at Willowbrook. A true and partially redacted copy of the consumer's Membership Certificate is attached hereto and incorporated herein as Exhibit L-1. Before the Timeshare Owner passed away, the Maintenance Fee for 2021 was paid for but the Timeshare was never used. The consumer, being the executor of her mother's estate, contacted Defendants in 2021 to inform them of her mother's passing and sent Defendants a copy of the death certificate. In 2023, the consumer received a Maintenance Fee invoice for her mother's Timeshare. True and partially redacted copies of the Maintenance Fees are attached hereto and incorporated herein as Exhibit L-2. The consumer again conveyed to the Defendants, verbally and in writing, that neither she nor any of the heirs of the estate wish to take ownership of the Vacation License. The consumer's complaint alleges that she attempted to terminate the Timeshare and Defendants have refused such request. Defendants continue to bill the consumer and add late charges to the Maintenance Fee invoice. *See* Exhibit L-2.

COLLECTION NOTICES

104. The Bureau received consumer complaints related Defendants' collection practices.

105. The Commonwealth believes and therefore avers that Defendants' collection practices are illegal and harass, oppress and/or abuse Timeshare Owners in an attempt to coerce payment.

106. A sample of a consumer's complaint alleging that Defendants are using illegal means to collect a payment is as follows:

- a. Consumer H, from the State of New York, purchased a biennial Timeshare for a one-bedroom unit at Willowbrook on November 13, 2016. A true and partially redacted copy of the consumer's Membership Certificate is attached hereto and incorporated herein as Exhibit M-1. The consumer emailed the Defendants at collections4@belairownerscircle.com to terminate the Timeshare. Defendants informed the consumer that he would have to pay \$4,000 to terminate the contract. The consumer asked Defendant if he could be placed on a payment plan. Defendants ceased communicating with the consumer and the consumer filed a consumer complaint with the Bureau. The consumer alleged that he has followed up multiple times by email and never received a response back from Defendants. The consumer additionally stated that he called to speak with someone but could never get through to a live person. On October 19, 2022, the consumer received an email from Defendants stating the following:

“Dear Member: Your Account will be sent to the Collection Agency. There is no further and proper response to our emails and calls. This is why you are about to be sent to a collecting agency. What can a collection agency do?? The collection agency could charge up to 25% to 35% extra fee. With [Split Rock] you just need to pay your balance! They don't offer a monthly payment program! We have a monthly payment program that can help you to be current and enjoy the new split rock. They can't waive late fees! We can make the follow-up of your payments and offer you an arrangement to waive your late fees. They will affect your credit history! This is important because you can lose job opportunities, Loans for your car, house and so much more, we can help you to clean your credit history with us. Call me or reply to this email! 855-206-2366 extension 2 PLEASE CALL BACK OR YOU WILL BE SENT TO COLLECTION AGENCY We are the only ones who can offer you an arrangement!”

A true and partially redacted copy of Defendants' October 19, 2022 email is attached hereto and incorporated herein as Exhibit M-2.

107. In another incident, Defendants issued a mass E-mail to consumers, from collections7@belaiownerscircle.com, which disclosed the E-mail addresses of numerous Timeshare Owners stating, "I am contacting you because you are past due on the LOAN provided and I want to help you find the best option for you because the debt will only increase over time. Let's get in touch to work together on this, it's the only way to prevent your account from being assigned to a collection agency automatically by the system." A true and partially redacted copy of the E-mail is attached hereto and incorporated herein as Exhibit N.

108. The Commonwealth believes and therefore avers there are additional consumers who may have been harmed by Defendants' conduct as alleged herein, and who have not filed complaints with the Bureau.

COUNT I
VIOLATIONS OF THE CONSUMER PROTECTION LAW-
FAILING TO COMPLY WITH THE TERMS OF WRITTEN GUARANTEES OR
WARRANTIES REGARDING USE OF TIMESHARES

109. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

110. In exchange for Timeshare Owners' payment of their Maintenance Fees, Timeshare Owners have the ability to reserve and use their Timeshare at the Resort.

111. The Disclosure Statement provides terms related to the general description of the Accommodations for which the Timeshare Owner purchased. *See* page 1 of Exhibit C.

112. The terms of the Disclosure Statement provides that, "Each purchaser will receive a floor plan showing the typical units ...for the Accommodation Type he/she selected.... Each unit will be supplied with furniture, appliances, utensils, and miscellaneous items similar to that

displayed in the model unit. *See* page 1 of Exhibit C.

113. The Vacation Reservation Agreement provides, in part, that Defendants are to make available the Accommodation Type of the Unit purchased, during the Season selected. *See* page 3 of Exhibit B.

114. The Vacation Reservation Agreement also states that Reservation of a specific week within the Season is on a first come, first served basis....in all events, there will be a Unit of your Accommodation Type available sometime during the Season selected. *See* page 3 of Exhibit B.

115. The Vacation Reservation Agreement warrants or guarantees Timeshare Owners that, “the unit purchased will be furnished and maintained substantially similar to the model unit, except for normal wear and tear.” *See* page 7 of Exhibit B.

116. At all times relevant and material hereto, despite Timeshare Owners paying their Maintenance Fees, Defendants denied the Timeshare Owners the ability to use their Vacation License by making it difficult for consumers to reserve their Timeshare.

117. Defendants purchased the Property under the terms, which warrant the Timeshare Owners that Defendants would assume the obligations under the Vacation Reservation Agreement including without limitation that subject to paying the Maintenance Fees, Defendants agree to make available to Timeshare Owners a license to use the Accommodation Type purchased. *See* page 2 of Exhibit B.

118. At all times relevant and material hereto, despite Timeshare Owners paying their Maintenance Fees, Defendants failed to provide them with an Accommodation type similar to what the Timeshare Owner had purchased and what was guaranteed to them by the terms of their Vacation Reservation Agreement.

119. At all times relevant and material hereto, Defendants misrepresented to Timeshare Owners that they were being “upgraded” when in fact the Timeshare Owners were provided with a unit that was a downgrade from the Accommodation type guaranteed to them by the terms of their Vacation Reservation Agreement.

120. The Vacation Reservation Agreement provides that Maintenance Fees will be applied to maintain the Resort; however, numerous Timeshare Owners complained that since Defendants acquired the Property, the Resort has been neglected, is dirty, and poses safety and hazard concerns.

121. To that effect, Defendants’ conduct constitutes “unfair methods” and “unfair or deceptive acts or practices” in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship or 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;
- b. Section 201-2(4)(vii), which prohibits 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;
- c. Section 201-2(4)(xiv), which prohibits failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- d. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(v), (vii), (xiv) and (xxi).

122. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

123. 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.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described herein above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and any amendments thereto including, but not limited to, the following:
 - 1. 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) of the Consumer Protection Law, 73 P.S. § 201-(4)(v);
 - 2. 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) of the Consumer Protection Law, 73 P.S. § 201-(4)(vii);
 - 3. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-(4)(xiv); and
 - 4. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

- C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the *Consumer Protection Law* involving consumers age sixty (60) or older;
- E. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- F. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;
- G. Granting such other general, equitable and/or further relief as the Court deems just and proper including without limitation, terminating Timeshare Owners' Timeshares without penalty.

COUNT II

VIOLATIONS OF THE CONSUMER PROTECTION LAW- CHARGING EXCESSIVE AND ILLEGAL MAINTENANCE FEES

124. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

125. The Vacation Reservation Agreement defines Maintenance Fee as follows: "The "maintenance fee" is the charge you, and all other purchasers, must pay each year to cover the

expenses of insuring and maintaining the [] Units, personal property and certain other common expenses.” *See* page 5 of Exhibit B.

126. Timeshare Owners are required to pay the Maintenance Fee whether or not the Timeshare Owner uses the Vacation License. *See* page 5 of Exhibit B.

127. The Vacation Reservation Agreement states that biennial use members pay the Maintenance Fee only for their use year (odd or even years). *See* page 5 of Exhibit B.

128. The Vacation Reservation Agreement provides that the Maintenance Fees are calculated by one of two methods: cost of living adjustment or actual maintenance costs. *See* pages 5-6 of Exhibit B.

129. The Vacation Reservation Agreement states that regardless of the calculation formula used, whether it is cost of living adjustment or actual maintenance costs, “In no event will the maintenance fee increase by more than 7.5% of the previous year’s fee using either the Consumer Price Index or actual costs.” *See* page 6 of Exhibit B.

130. Defendants issued a notice to Timeshare Owners that Maintenance Fees for 2023 would increase to 9.1%. *See* Exhibit G.

131. In numerous instances, Defendants charged Timeshare Owners Maintenance Fees that exceed the 7.5% annual or biennial cap.

132. Defendants purchased the Property under the terms, which warrant the Timeshare Owners that Defendants would assume the obligations under the Vacation Reservation Agreement including without limitation that Maintenance Fees, regardless of which calculation is used, will not increase by more than 7.5% of the previous year’s fee. *See* pages 2 and 6 of Exhibit B.

133. To that effect, Defendants’ conduct constitutes “unfair methods” and “unfair or

deceptive acts or practices” in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(xiv), which prohibits failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- b. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. § 201-3 and 201-2(4)(xiv) and (xxi).

134. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

135. 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.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants’ conduct as described herein above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and any amendments thereto including, but not limited to, the following:
 1. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is

made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-(4)(xiv); and

2. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).
- C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the *Consumer Protection Law* involving consumers age sixty (60) or older;
 - E. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
 - F. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;
 - G. Granting such other general, equitable and/or further relief as the Court deems just and proper including without limitation, terminating Timeshare Owners' Timeshares without penalty.

COUNT III

VIOLATIONS OF THE CONSUMER PROTECTION LAW- MISAPPROPRIATION OF MAINTENANCE FEES

136. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

137. The Vacation Reservation Agreement provides that Maintenance Fees are calculated by one of two methods: cost of living adjustment or actual maintenance costs. *See* page 5-6 of Exhibit B.

138. Maintenance Fees calculated using the cost of living adjustment are adjusted each year using the Consumer Price Index published by the U.S. Bureau of Labor Statistics for the area closest to Lake Harmony, Pennsylvania. *See* page 5 of Exhibit B.

139. The actual costs calculation charges Timeshare Owners Maintenance Fees based on actual projected maintenance expenses for the following year for all [] Units devoted to timeshare occupancy. *See* pages 5-6 of Exhibit B.

140. The Vacation Reservation Agreement provides that, should the actual cost method be utilized, “an annual accounting of receipt and disbursement of those fees will be provided to the Timeshare Owners.” *See* pages 5-6 of Exhibit B.

141. The Vacation Reservation Agreement provides that, “maintenance fees will be kept and maintained in a separate escrow account”... and that the “funds in that account will not be co-mingled with any [] other money and will be applied only to those expenses which may be properly charged against the maintenance fee.” *See* page 6 of Exhibit B.

142. The Commonwealth believes and therefore avers that in instances where Defendants charged Timeshare Owners Maintenance Fees based on actual costs, Defendants failed to provide Timeshare Owners with an accounting of such costs.

143. Defendants purchased the Property under the terms, which warrant the Timeshare Owners that Defendants would assume the obligations under the Vacation Reservation Agreement

including without limitation that “maintenance fees will be kept and maintained in a separate escrow account”... and that the “funds in that account will not be co-mingled with any [] other money and will be applied only to those expenses which may be properly charged against the maintenance fee.” *See* pages 2 and 6 of Exhibit B.

144. The Commonwealth believes and therefore avers that Defendants failed to maintain Maintenance Fees collected from Timeshare Owners in a separate escrow account and have co-mingled the collected fees.

145. The Commonwealth received numerous consumer complaints alleging that Defendants are charging and collecting Maintenance Fees, in some instances excessive Maintenance Fees, and are not maintaining the Resort as guaranteed to them by the terms of their Vacation Reservation Agreement.

146. The Commonwealth believes and therefore avers that since Defendants acquired the Property, the Resort has deteriorated and Defendants are not providing Timeshare Owners with the basic Accommodations displayed in the model unit.

147. To that effect, Defendants’ conduct constitutes “unfair methods” and “unfair or deceptive acts or practices” in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(xiv), which prohibits failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- b. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. § 201-3 and 201-2(4)(xiv) and (xxi).

148. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

149. 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.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described herein above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and any amendments thereto including, but not limited to, the following:
 - 1. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-(4)(xiv); and
 - 2. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).
- C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the *Consumer Protection Law* involving consumers age sixty (60) or older;
- E. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- F. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;
- G. Granting such other general, equitable and/or further relief as the Court deems just and proper including without limitation, terminating Timeshare Owners' Timeshares without penalty.

COUNT IV

VIOLATIONS OF THE CONSUMER PROTECTION LAW- CHARGING ILLEGAL FEES

150. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

151. At all times relevant and material hereto, Defendants imposed a mandatory Resort Fee on Timeshare Owners.

152. The Resort Fee was imposed at the time in which the Timeshare Owner reserved their Timeshare and in some instances after the Timeshare Owner reserved their Timeshare and before they checked into the Resort.

153. Neither the Vacation Reservation Agreement nor the Disclosure Statement provide

that additional fees, other than the Maintenance Fees, must be paid before the Timeshare Owner can reserve and use their Timeshare.

154. As referenced, *supra*, Defendants' justifications in assessing a Resort Fee include: a charge as a usage fee for the Facilities, to make repairs to the Resort, and/or additional benefits Timeshare Owners receive as being part of the "Bel Air Collection."

155. At all times relevant and material hereto, the Resort Fee was an unavoidable charge that was imposed regardless of whether or not the consumers actually used the Facilities or benefits Defendants claim as justification for the Resort Fee.

156. In instances where Defendants justified the Resort Fee as a usage charge, Timeshare Owners did not use, or want to use, such Facilities.

157. Defendants agreed to abide by, and honor, the terms of the Vacation Reservation Agreement when they purchased the Property, however Defendants' charge of the Resort Fees, whether or not a Timeshare Owner uses the Facilities violates the Vacation Reservation Agreement.

158. In certain instances, Defendants explained that the Resort Fee has accounted for part of the general repair work for facilities and more than \$2,000,000.00 have been invested in public areas. *See* Exhibit F-3.

159. However, the Vacation Reservation Agreement provides that Maintenance Fee are used to pay for, in part, the "common areas of each building including ... lobby, hallways, other public areas, recreational areas...." *See* page 6 of Exhibit B.

160. Defendants foisted Resort Fees on the Timeshare Owners for the "general repair work of the facilities" when the Vacation Reservation Agreement predetermined that a portion of the Timeshare Owners' Maintenance Fees were allocated towards such repairs.

161. In instances where Defendants justified the Resort Fee as a means to make repairs to the Resort, such charges were imposed on Timeshare Owners as additional Maintenance Fees disguised as Resort Fees.

162. In other instances, Defendants explained that the Resort Fee was used to cover the new Bel Air benefits, *i.e.* Bel Air Delights®, Bel Air Moments®, Bel Air Hallmarks®, and Bel Air Experiences®, Timeshare Owners receive for being members.

163. The Commonwealth believes and therefore avers that few, if any, Timeshare Owners received such referenced benefits after Defendants purchased the Resort.

164. To the contrary, consumers have complained that since Defendants acquired the Resort, the overall Accommodations and Facilities of the Resort have degraded, whereby violating the terms of the Vacation Reservation Agreement.

165. Defendants purchased the Property under the terms, which warrant the Timeshare Owners that Defendants would assume the obligations under the Vacation Reservation Agreement including without limitation that subject to paying the Maintenance Fees, Defendants agree to make available to Timeshare Owners a license to use the Accommodation Type purchased. *See* page 2 of Exhibit B.

166. Defendants purchased the Property under the terms, which warrant the Timeshare Owners that Defendants would assume the obligations under the Vacation Reservation Agreement including without limitation that Timeshare Owners usage charges were fees imposed for the use of the Facilities, and Maintenance Fees, calculated using the actual cost method, were used to cover the actual costs of repairing and maintaining recreational areas. *See* pages 4, 6 and 7 of Exhibit B.

167. The Commonwealth believes and therefore avers that, contradictory to Defendants'

justifications of the Resort Fees, that such arbitrary and capricious fees do not provide a benefit to the Property nor the Timeshare Owners.

168. Furthermore, by imposing the Resort Fee, Defendants created an illegal condition upon Timeshare Owners' pre-existing rights to use the Vacation License upon payment of their Maintenance Fees.

169. To that effect, Defendants' conduct constitutes "unfair methods" and "unfair or deceptive acts or practices" in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship or 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;
- b. Section 201-2(4)(vii), which prohibits 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;
- c. Section 201-2(4)(xiv), which prohibits failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- d. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(v), (vii), (xiv), and (xxi).

170. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

171. 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.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendants' conduct as described herein above to be in violation of the *Consumer Protection Law*;

B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and any amendments thereto including, but not limited to, the following:

1. 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) of the Consumer Protection Law, 73 P.S. § 201-(4)(v);
2. 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) of the Consumer Protection Law, 73 P.S. § 201-(4)(vii);
3. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-(4)(xiv); and
4. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the *Consumer Protection Law* involving consumers age sixty (60) or older;
- E. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- F. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;
- G. Granting such other general, equitable and/or further relief as the Court deems just and proper including without limitation, terminating Timeshare Owners' Timeshares without penalty.

COUNT V

VIOLATIONS OF THE CONSUMER PROTECTION LAW- CHARGING ILLEGAL TAXES

172. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

173. The 2022 Maintenance Fee invoices state that, "As stipulated by Mexican law, taxes of 16% (VAT) and 3% (Lodging Service) are already included." *See* Exhibit F-2.

174. At all times relevant and material hereto, Defendants imposed a Mexican tax on consumers, where neither the Resort nor the Timeshare Owners are located in Mexico.

175. Further, Defendants charged Timeshare Owners a mandatory 3% Lodging Service Fee before Timeshare Owners utilized the Timeshare.

176. The Commonwealth believes and therefore avers that such taxes or fees are unavoidable charges being imposed on Timeshare Owners.

177. The Commonwealth believes and therefore avers that the 16% Mexican tax and the 3% Lodging Service tax are illegal and therefore violate the *Consumer Protection Law*.

178. To that effect, Defendants' conduct constitutes "unfair methods" and "unfair or deceptive acts or practices" in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. § 201-3 and 201-2(4)(xxi).

179. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

180. 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.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described herein above to be in violation of the *Consumer Protection Law*;

- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and any amendments thereto including, but not limited to, the following:
1. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).
- C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the *Consumer Protection Law* involving consumers age sixty (60) or older;
- E. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- F. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;
- G. Granting such other general, equitable and/or further relief as the Court deems just and proper including without limitation, terminating Timeshare Owners' Timeshares without penalty.

COUNT VI

VIOLATIONS OF THE CONSUMER PROTECTION LAW-
FAILING TO TERMINATE TIMESHARE AGREEMENTS AFTER THE DEATH OF
THE TIMESHARE OWNERS

181. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

182. In almost all instances, a Vacation License is valid for ninety-nine (99) years.

183. The Vacation Reservation Agreement provides that a Timeshare Owner may transfer their rights and obligations as part of their estate however, in order for a transfer to be effective, the successor must agree in writing to be bound by all of the terms and conditions of the agreement. *See* page 7 of Exhibit B.

184. Defendants purchased the Property under the terms, which warrant the Timeshare Owners that Defendants would assume the obligations under the Vacation Reservation Agreement including without limitation that Defendants would not conduct a transfer of the Timeshare absent a written agreement by the successor, which must be approved by Defendants. *See* page 7 of Exhibit B,

185. The Commonwealth has received consumer complaints alleging that Defendants prevented deceased Timeshare Owners' estates from terminating the Vacation License, despite receiving written and verbal confirmation of the Timeshare Owner's passing.

186. In at least one instance, the successor provided a written statement to Defendants relinquishing the right to take ownership of her deceased mother's Timeshare.

187. Despite such knowledge, Defendants continued to arbitrarily impose Maintenance Fees on the estate and refuse to terminate the Timeshare of the deceased Timeshare Owner.

188. To that effect, Defendants' conduct constitutes "unfair methods" and "unfair or

deceptive acts or practices” in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(xiv), which prohibits failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- b. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. § 201-3 and 201-2(4)(xiv) and (xxi).

189. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

190. 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.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants’ conduct as described herein above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and any amendments thereto including, but not limited to, the following:
 1. Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is

made, in violation of Section 201-2(4)(xiv) of the Consumer Protection Law, 73 P.S. § 201-(4)(xiv); and

2. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

- C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the *Consumer Protection Law* involving consumers age sixty (60) or older;
- E. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- F. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;
- G. Granting such other general, equitable and/or further relief as the Court deems just and proper including without limitation, terminating Timeshare Owners' Timeshares without penalty.

COUNT VII

VIOLATIONS OF THE CONSUMER PROTECTION LAW- DECEPTIVE AND MISLEADING ADVERTISEMENTS

191. The averments and allegations of the preceding paragraphs are incorporated as though same were fully set forth herein.

192. At all times relevant and material hereto, Defendants advertise the Bel Air Collection as a “renowned” brand that offers “memorable” vacations to its guests. *See* page 8 of Exhibit A.

193. Defendants’ Website further advertises, in part, that: “The renowned Bel Air Collection brand has taken over the property to resurrect the resort... Beyond the renovation and restoration of the buildings, which will be substantial, we will restore its leisure style essence[.] our Bel Air Vibe will create a joyful experience and inspiring atmosphere for all visitors, a complete turnaround of the current Split Rock experience.” *See* page 8 of Exhibit A.

194. Defendants additionally advertise that, “The essence of Bel Air is to provide [club members and guests] a Collection of experiences,” which include “experiences of a well selected collection of Bel Air Delights®, Bel Air Moments®, Bel Air Hallmarks®, and Bel Air Experiences®.” *See* page 8 of Exhibit A.

195. Defendants stated that, “timeshare users at the Resort in general are currently recipient of additional benefits that they did not receive when they signed their contracts.... The current benefits offered to our club members include (i) complimentary comfort food during their stay, (ii) the use, at no extra cost, of some facilities that were previously charged for, (iii) the “Welcome Delights Program” (that offers a glass of champagne to our guests), (iv) early bird breakfast at no cost, (v) the “Tea Time Delight”, (vi) the “Sunset Corner” (which offers a glass of sparkling wine to our club members ..., (vii) ten dollar gift card for the Arcade Area at the Resort, and (viii) free laundry service during their stay....” *See* Exhibit J-2.

196. To the contrary, consumers have complained that Defendants have seriously

neglected the Resort, and the new owners are charging additional fees and providing fewer and fewer amenities and services.

197. The Commonwealth believes and therefore avers that Defendants do not regularly offer, and have never offered, such benefits, *supra*, to the Timeshare Owners.

198. The Commonwealth believes and therefore believes that Defendants' advertisements are deceptive and misleading Timeshare Owners into believing that Defendants offer additional benefits, *supra*, at the Resort, when in fact they do not.

199. To that effect, Defendants' conduct constitutes "unfair methods" and "unfair or deceptive acts or practices" in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- a. Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship or 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;
- b. Section 201-2(4)(vii), which prohibits 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; and
- c. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(v), (vii) and (xxi).

200. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

201. 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.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described herein above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and any amendments thereto including, but not limited to, the following:
 - 1. 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) of the Consumer Protection Law, 73 P.S. § 201-(4)(v);
 - 2. 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) of the Consumer Protection Law, 73 P.S. § 201-(4)(vii); and
 - 3. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).
- C. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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 Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and Three Thousand and 00/100 Dollars (\$3,000.00)

for each instance of a past or present violation of the *Consumer Protection Law* involving consumers age sixty (60) or older;

- E. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- F. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;
- G. Granting such other general, equitable and/or further relief as the Court deems just and proper including without limitation, terminating Timeshare Owners' Timeshares without penalty.

COUNT VIII

VIOLATIONS OF THE FAIR CREDIT EXTENSION UNIFORMITY ACT **ISSUING ILLEGAL COLLECTION NOTICES**

202. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

203. The Commonwealth believes and therefore avers that Defendants are using unfair and deceptive business practices to collect their fees.

204. The Commonwealth believes and further avers that Defendants are using oppressive, abusive, and harassment-like methods to coerce Timeshare Owners to pay their fees.

205. In at least one instance, Defendants issued a collection notice to a Timeshare Owner threatening that his account will be sent to collections which can charge the Timeshare Owner "up to 25% to 35% extra fee." *See* Exhibit M-2.

206. The same collection notice states that, should the debt be sent to collections, the Timeshare Owner's credit will be affected and he could "lose job opportunities, Loans for [his]

car, house and so much more....” See Exhibit M-2.

207. The Commonwealth believes and therefore avers that, Defendants threatened Timeshare Owners with collections without the intent to send the accounts to a collection agency for the sole purpose of coercing Timeshare Owners to pay outstanding Maintenance Fees.

208. In another incident, Defendants issued a mass E-mail to consumers in an attempt to collect a debt whereby such E-mail disclosed the E-mail addresses, and in some instances the names, of numerous Timeshare Owners. See Exhibit N.

209. Defendants’ conduct constitutes “unfair methods” and “unfair or deceptive acts or practices” in the conduct of trade or commerce as prohibited by the Pennsylvania *Fair Credit Extension Uniformity Act*, 73 P.S. §§ 2270, *et seq.* (“FCEUA”) including, but not limited to, the following:

- a. Section 2270.4(b)(3), which prohibits a creditor from communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, a debt collector, the attorney of the debt collector or the attorney of the creditor.
- b. Section 2270.4(b)(4), which prohibits a creditor from engaging in any conduct the natural consequence of which is to harass, oppress or abuse any person in connection with the collection of a debt.
- c. Section 2270.4(b)(5), which prohibits a creditor from using any false, deceptive or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:
 - i. The threat to take any action that cannot legally be taken or that is not intended to be taken; and
 - ii. The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

73 P.S. § 2270.4(b)(3),(4),(5)(v), and (x).

210. Section 2270.5(a) of *FCEUA* states that, a violation of *FCEUA* is deemed a violation of the *Consumer Protection Law*. 73 P.S. § 2270.5(a).

211. To that effect, Defendants' conduct constitutes "unfair methods" and "unfair or deceptive acts or practices" in the conduct of trade or commerce prohibited by Section 201-3 of the *Consumer Protection Law* as defined by Section 201-2(4) of said Law including, but not limited to, the following:

- c. Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. § 201-3 and 201-2(4)(xxi).

212. The Commonwealth alleges that all of the methods, acts and practices described above were performed willfully by Defendants.

213. 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.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring Defendants' conduct as described herein above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *Consumer Protection Law* and any amendments thereto including, but not limited to, the following:

1. Engaging in any other fraudulent or deceptive conduct which creates likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law, 73 P.S. § 201-2(4)(xxi).

C. Permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the *FCEUA* and any amendments thereto including, but not limited to, the following:

1. Without the prior consent of the consumer given directly to the creditor or the express permission of a court of competent jurisdiction or as reasonably necessary to effectuate a postjudgment judicial remedy, a creditor may not communicate, in connection with the collection of any debt, with any person other than the consumer, his attorney, a consumer reporting agency if otherwise permitted by law, a debt collector, the attorney of the debt collector or the attorney of the creditor, in violation of Section 2270.4(b)(3) of *FCEUA*, 73 P.S. § 2270.4(b)(3);
2. Engaging in any conduct the natural consequence of which is to harass, oppress or abuse any person in connection with the collection of a debt, in violation of Section 2270.4(b)(4) of *FCEUA*, 73 P.S. § 2270.4(b)(4);
3. Using any false, deceptive or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this paragraph:
 - i. The threat to take any action that cannot legally be taken or that is not intended to be taken; and
 - ii. The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

In violation of Sections 2270.4(b)(5)(v), and (x) of *FCEUA*, 73 P.S. §§ 2270.4(b)(5)(v), and (x).

D. Directing Defendants to make full restitution, pursuant to Section 201-4.1 of the Consumer Protection Law, 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;

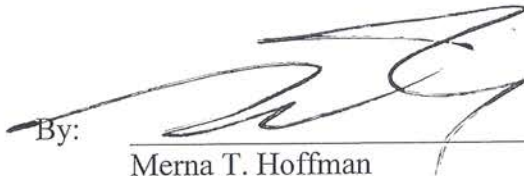
- E. Directing Defendants to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each instance of a past or present violation of the *Consumer Protection Law* and Three Thousand and 00/100 Dollars (\$3,000.00) for each instance of a past or present violation of the *Consumer Protection Law* involving consumers age sixty (60) or older;
- F. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- G. Directing the Defendants to disgorge and forfeit all monies and/or profits they have derived as a result of their unfair and deceptive acts and practices as set forth in this complaint;
- H. Granting such other general, equitable and/or further relief as the Court deems just and proper including without limitation, terminating Timeshare Owners' Timeshares without penalty.

Respectfully submitted,

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

**MICHELLE A. HENRY
ATTORNEY GENERAL**

Date: December 7, 2023

By: 

Merna T. Hoffman
Deputy Attorney General
PA Attorney I.D. No. 312897
15th Floor, Strawberry Square
Harrisburg, PA 17120
Telephone: (717) 787-4679
Email: mhoffman@attorneygeneral.gov

VERIFICATION

I, Hayley Dull, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby 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 contained herein are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Date: December 7, 2023

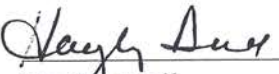
By: 
Hayley Dull
Consumer Protection Agent

Exhibit A



PROBLEMS TO MAKE
YOUR PAYMENTS?

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SPLIT ROCK

Bel Air
COLLECTION

Perfect Place for Vacation



About Bel Air Collection

The first Poconos Resort, takes a new brand, and a new life. The renowned BelAir Collection brand has taken over the property to resurrect the resort to its glory and honor the legacy of the Split Rock lodge built 75 years ago.

Beyond the renovation and restoration of the buildings, which will be substantial, we will restore its leisure style essence, our BelAir Vibe will create a joyful experience and inspiring atmosphere for all visitors, a complete turnaround of the current Split Rock experience.

The essence of BelAir, is to provide a Collection of experiences, that make our guest's and club member's holiday a memorable one, creating memories that will last a lifetime.

Leisure in the BelAir Collection world, is not about a nice room, bed, swimming pool or good food, rather it is about the joy, the heart, the adventure and the love; created by the experiences of a well selected collection of BelAir Delights®, Bel Air Moments®, Bel Air Hallmarks®, and Bel Air Experiences®.

Bel Air
MOMENTS

Archery



Joggings
paths



Hiking
trails



Ski
School



Rowboats



Movie
theater



- Live entertainment
- Social squad
- Family olympics
- Themed weekends
- Basketball
- Golf
- Miniature golf
- Raquetball
- Tennis
- Bocceball
- Soccer
- Pickle ball
- Badminton
- Softball
- Ping pong
- Football/flag
- Football
- Bowling
- Volleyball
- Shuffleboard
- Horseshoe pit
- Turtle races
- Billiards
- Soccer table
- Archery
- Shipboard horse racing
- Jogging paths
- Bicycles
- Horse riding
- Fishing pond
- Rock climbing
- Hiking trails
- Zip line
- Ski school
- Dog sledding
- Cross country skiing
- Downhill skiing
- Ice skating
- Snow sledding
- Rowboats
- Canoeing
- Paddling
- Sailing at Lake Harmony
- Bingo
- Jackpot bingo
- Laser tag
- Escape room
- Movie theater
- Online games
- Playground
- Toddler town center
- Outdoor pools
- Indoor pools
- Water park
- Hot tub jacuzzis
- Sauna
- Massages
- Spa

*The activities offered depend on weather conditions and occupancy, the terms and times will be informed at your arrival. Some activities have extra charge and offered thru third parties.



Gourmet All Inclusive Experience

AS OUR INCLUSIVE PACKAGES ARE A GREAT PART OF WHAT WE'LL BE OFFERING

- Any meal, drink & liquor from our restaurants & bars
- Choose a la carte at your table
- Pay one Price
- Wide variety of delicacies
- Resort fee included

*Restrictions apply. Food & drinks to go & Room Service not included



All Romance Experience

3 UNFORGETTABLE DAYS UNBRIDLED PASSION

- Champagne welcome
- Private welcome in room with reflexology & aromatherapy
- A bottle of champagne and a fine cheese tray
- Romantic decor in the room
- Daily mimosa breakfast in bed
- 2 1/2 hrs. Romantic ritual
- Moon Bath Massage at midnight by the lake
- Exclusive lakeside Romantic Dinner
- Resort fee included



Dreams Wedding Experience

YOUR DREAM'S WEDDING WITH A MINIMUM RESERVATION OF 10 ROOMS ON GOURMET ALL INCLUSIVE EXPERIENCE PLAN.

Your dream wedding will be an unforgettable affair in which all details will be taken care of, from a spectacularly beautiful beachside ceremony to such special attention as an early morning massage, everything will be ready to make your wedding a stress free, truly memorable day.

Coming Soon

All Health Experience



All Golf Experience



All Ski Experience



All Splash Experience





The little details that make your vacation memorable, to our guests and owners circle.

Welcome Delight
Tea time delight
Early bird breakfast
Sunset corner
In-room refreshing delight



The signature amenities that make Bel Air so HIP and different.

- Pillows menu
- Ultra-plush duvet
- Shining white luxury bed linens
- Leading-edge technology mattresses
- Non-conventional architecture and design
- The Collection Spa



Bel Air Concept
Moments
Experiences
Delights
Hallmarks

DEPARTMENT

Owners Reservation
Sales
Maintenance & Loans
Owners Services

PHONE

888 422 1552
570 215 6858
888 422 1552

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SUBSCRIBE

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Exhibit B



WILLOWBROOK AT LAKE HARMONY

VACATION RESERVATION AGREEMENT

(Biennial)

A New Way to Enjoy Resort Vacationing – and an Agreement You Will Understand!

Take a few minutes and read what's inside this agreement. It is written in plain, understandable language. It tells about a unique way for you to enjoy the healthful benefits of vacationing, and to visit resorts around the world.

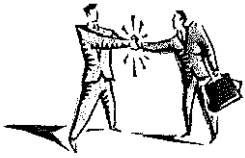
YOUR GUIDE TO THIS AGREEMENT

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General The purchase of a Timeshare Vacation License (a "Vacation License") for the use by you at Willowbrook at Lake Harmony ("Willowbrook") has important legal and financial consequences. Therefore, it is important that you read this document carefully and completely.

This document is your Vacation Reservation Agreement with Vacation Charters, Ltd. ("Owner"). It consists of two parts. This document, which includes the Basic Agreement section, explains your rights and obligations to Owner as well as Owner's rights and obligations to you. A Purchase Addendum and Finance Disclosure ("Addendum"), which will be attached to the first page of this printed document, explains how much your Vacation License will cost. Remember, both this document and the Addendum together constitute the entire Vacation Reservation Agreement between you and us.

Basic Agreement



For your payment of the sums shown on the attached Addendum, payment of the annual maintenance fee and subject to all the terms and conditions of the Vacation Reservation Agreement, we agree to make available to you a license to use the Accommodation Type at Willowbrook that you purchased, for one week every other year, in the Season you selected, for the next ninety-nine (99) years or to December 31, 2110. Accommodation Type and your Season selection are shown on the attached Purchase Addendum and Finance Disclosure. During your biennial week's visit, you will also have a recreational use amenity license, in common with others, to avail yourself of recreational facilities then existing, open and operating at Willowbrook and/or the Resort.

Vacation Reservation Agreement Termination. If we receive full payment and if you are current in payment of annual maintenance fees and other obligations under this Agreement, your rights under this contract will extend for the earlier to occur of ninety-nine (99) years or December 31, 2110, at which time all Vacation Licenses will expire.

Definitions



The language of this Vacation Reservation Agreement includes certain common words which have exactly defined meanings. In this Vacation Reservation Agreement:

1. The words "YOU" and "YOUR" and "PURCHASER" and "DEBTOR" all mean and refer to the person or persons referred to in the attached Addendum who have agreed to purchase a Timeshare License, and where the context requires, it refers to the guests of purchasers.
2. The words "WE," "US," "OUR," "OWNER, and "SELLER" all mean and refer to Vacation Charters, Ltd. or "VCL".
3. "ACCOMMODATION TYPE" refers to a One Bedroom or Two Bedroom Unit, selected by you on the Addendum.
4. "ADDENDUM" refers to Purchase Addendum and Finance Disclosure.
5. "BIENNIAL USE" refers to occupancy of a unit every other year (odd or even year usage).
6. "SEASON" refers to the time of year you have selected during which you may reserve a week at Willowbrook. Your selected Season is shown on the attached Addendum. There are three seasons: Red (high), the time of year of highest demand; Yellow (swing), the time of year of average demand; and Green (low), the time of year of lowest demand. The precise weeks included in each season are set forth on the Addendum.
7. "WILLOWBROOK" OR "WILLOWBROOK AT LAKE HARMONY" refers to fourteen (14) buildings under construction, including lobby, hallways, stairs, and other public areas, and the curtilage of Willowbrook buildings, located near Lake Harmony, PA. Willowbrook is only one of the developed locations of the entire Resort.
8. "WILLOWBROOK UNITS" refers to units within each building now built or to be constructed at Willowbrook which are devoted in part to timeshare occupancy by Vacation Charters, Ltd.
9. "RESORT" refers to the Resort at Split Rock located in Kidder Township, Carbon County, Pennsylvania and which includes a main lodge, Galleria, Willowbrook and other buildings, plus recreational, cultural, athletic and entertainment facilities and amenities.
10. "LENDER" refers to any holder of a mortgage which now or hereafter covers the property known or designated as Willowbrook or any other area now owned or hereafter acquired by us, and which is used in connection with our business known as the Resort.
11. "VACATION LICENSE" refers to the right to use the Accommodation Type at Willowbrook that purchaser selected, for one week every other year, in the Season selected by the Purchaser in the Addendum, for the earlier to occur of ninety-nine (99) years or December 31, 2110, sometimes referred to as a timeshare week or timesharing.

Paying For Your Timeshare

The Attached Purchase Addendum and Finance Disclosure. Attached to page 1 of this document is an Addendum which sets forth important information regarding the purchase price, financing charges, current annual maintenance fee, document preparation fee, real estate transfer tax and other information concerning your purchase. The attached Addendum is part of this Vacation Reservation Agreement.

Grant of Security Interest in Vacation License. If you are financing the purchase of your Vacation License, you are granting VCL a security interest (in the form of a forfeiture or revocation or termination) in your Vacation License, upon the occurrence of a default.

Your Right to Prepay. Upon payment in full, the balance due will be calculated by giving you credit for the unearned finance charge computed under the actuarial method or the method required by law at the time the prepayment is made.

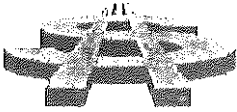
What Happens Upon Default. In the event you fail to make an installment payment under this Vacation Reservation Agreement or the accompanying Note when due, or in the payment of any annual maintenance fee when due or in the performance of any other condition of this Vacation Reservation Agreement, you will have a grace period of sixty (60) days after the due date of such payment or date for performance to cure such failure before you will be in default. Owner, at least 14 days prior to the expiration date of such grace period, will notify you of the amount due, or the obligation to be performed, and exact expiration of such grace period. You shall not be deemed in default of the payment of any installment or other performance, unless such notice has been given. Upon occurrence of a default, you will immediately lose the right to use and occupy or exchange any Willowbrook Unit or use the Resort's recreational facilities and Owner, at its option, shall have the following non exclusive remedies:

1. We may declare the unpaid balance of your Consumer Promissory Note immediately due and payable, and proceed to enforce payment thereof; and / or
2. We may institute suit to recover damages for breach of contract; and / or
3. We may permanently terminate your rights under this Vacation Reservation Agreement, including the maintenance fee payment obligation, and keep all money you have paid to that date as liquidated damages and not as a penalty; and / or
4. We may deny you the right to make a reservation to use any Willowbrook Unit or Resort recreational facilities while the default continues; and / or
5. We may notify the exchange network of the default, which will prevent you from trading your Vacation License; and / or
6. We may bring an action at law or in equity to prevent you from using any Willowbrook Unit or Resort recreational facilities.

The Note. If you are paying on a deferred basis, you will execute and deliver a Consumer Promissory Note (the "Note") in the amount of the total of payments as evidence, and not in payment of, the obligation.

Assignment of Payments. We may assign our right to receive payment under this Vacation Reservation Agreement and the Note. In that event, you must make your payments to the assignee. Such an assignment of payments will not impose on the assignee, nor will it be construed as creating, an assumption by the assignee of any obligations or liability whatsoever under, or arising out of, this Vacation Reservation Agreement or otherwise. We will remain fully obligated to perform all of the terms and conditions of this agreement and any liability and obligations growing out of it after any such assignment. Under regulations of the Federal Trade Commission, we must advise you as follows: **Any holder of this consumer credit contract is subject to all claims and defenses which Debtor could assert against the Seller of any goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the Debtor shall not exceed amounts paid by the Debtor hereunder.**

Reserving Your Week. We will make available the Accommodation Type of Willowbrook Unit you purchased, during the Season you selected, if you provide written notice to us of your desired arrival date at least sixty (60) days--and not more than one hundred eighty (180) days -- in advance. Upon receipt of your reservation request, we will send you a confirmation if a Unit of that Accommodation Type is available. **Please remember: Reservation of a specific week within the Season is on a first come, first served basis.** In all events, there will be a Willowbrook Unit of your Accommodation Type available sometime during the Season you selected.



**When You
Stay at
Willowbrook
At
Lake Harmony**

When You Stay at Willowbrook at Lake Harmony (continued)

Confirmation of your reservation will be subject to:

- (1) Availability of a Willowbrook Unit of the Accommodation Type you have selected; and
- (2) Payment of the current year's maintenance fee and any other unpaid charges; and
- (3) Payment of at least 10% of the purchase price which is the down payment and payment of at least four (4) monthly payments if the reservation is for a date during the first year of the Vacation License.

If your reservation request is not received sixty (60) days before your desired arrival, we will nevertheless try to satisfy the request; and in that case, your maintenance fee or any other charge which is due must be paid in full. If you receive a confirmed reservation, but cancel it less than two weeks before your week starts, we reserve the right to forfeit your occupancy rights under the Vacation License for that year.

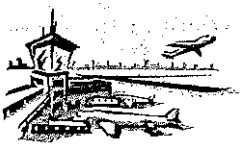
If you wish to reserve a week in a more expensive Season than what you purchased, you will be required to pay an extra charge equal to 10% of the price differential between the Season you paid for and the higher priced Season. The upgrading charge is payable each time a more expensive Season is reserved. We will only allow a Season upgrade if there are any unsold Vacation Licenses in that Season, and a unit is available for the particular week you desire.

If you do not use or exchange your week during a calendar year, you will lose your occupancy right under the Vacation License for that year. You may not accumulate any unused week until a later year, nor may you anticipate future use by using more than one week in a calendar year.

Procedures to Check In/Check Out. Your Willowbrook Unit will be available beginning at 5:00 o'clock p.m., prevailing time, on the Friday, Saturday or Sunday which begins your week. You must vacate the unit by 10:00 o'clock a.m., prevailing time, of the next Friday, Saturday or Sunday, as the case may be.

When you arrive for your vacation week, go directly to the designated reservation desk noted on your confirmation to receive your Willowbrook Unit assignment. You will not necessarily be staying in the same Willowbrook Unit each year, but you will be staying in the Type of Unit (one or two bedroom) you selected, as set forth in the Addendum. If you do not vacate your Unit on time, we will have the right to remove and store all your personal property and charge you accordingly.

Using Willowbrook and other Resort Facilities. We have established Rules and Regulations for the recreational, social and health benefit of purchasers and their guests. We reserve the right to impose reasonable rules of conduct relating to the amenities of the entire Resort when you are staying at Willowbrook. No rule or use charge may be imposed on you unless the same rule or use charge is imposed on non-timeshare guests of the Resort. During your week at Willowbrook, as the holder of a Vacation License, you will have the use of certain Resort facilities without additional charge, although we do reserve the right to impose separate use charges for some recreational facilities. "Use charges" are fees imposed for the use of equipment or facilities under the normal practice of the Resort. The present policy regarding recreational facilities and use charges is described in the Willowbrook at Lake Harmony Disclosure Statement. **There is no assurance or guaranty by Owner that the recreational facilities described in the Willowbrook at Lake Harmony Disclosure Statement will always be available for use by purchasers. Owner reserves the right to sell, discontinue, alter and replace such facilities at any time and from time to time and to change the fees charged to purchasers for the use of such facilities.**



Exchanging To Another Resort

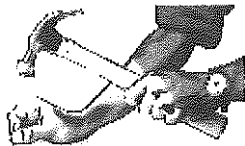
Membership in Interval International. The exchange program available to purchasers is conducted by Interval International, a Florida corporation ("Interval" or "II"). Vacation Charters, Ltd., d/b/a Willowbrook at Lake Harmony is a party to an agreement with II, under which it is II's limited agent for the sole purpose of enrolling applicants to become members in

Interval's exchange program. **NO OTHER RELATIONSHIP EXISTS BETWEEN INTERVAL INTERNATIONAL AND VACATION CHARTERS, LTD. OR WILLOWBROOK.**

Interval's responsibility for representations concerning the Interval exchange program is limited to those made in materials supplied by Interval. Membership in the exchange network during the first year of this Vacation Reservation Agreement has been paid by us; however, membership in any exchange network is optional thereafter. The exchange network will bill you directly. The present annual fee of II is disclosed on the attached Purchase Addendum and Finance Disclosure.

Representations of Exchange Network. You may receive literature prepared by II. We do not, and cannot, make any representation concerning current or future services of II. Our representatives have no authority to make any commitment for the exchange network. You should not rely on any oral promise that was made to you. The availability of exchange opportunities is beyond our control. There is no guarantee you will be able to trade your Vacation License through the exchange network.

The Maintenance Fee



General Explanation. The "maintenance fee" is the charge you, and all other purchasers, must pay each year to cover the expenses of insuring and maintaining the Willowbrook Units, personal property and certain other common expenses. You will be required to pay the maintenance fee whether or not you use your Vacation License. By January of each year, the maintenance fee billing will be sent to you. It is payable within thirty (30) days of the billing date. Your maintenance fee must be paid before your reservation request will be processed or before you will be permitted to confirm an exchange to another resort. Interest will be charged on unpaid amounts beginning April 1 of the billing year. Biennial use members pay the maintenance fee only for their use year (odd or even years).

Escrow of Maintenance Fee/Accounting. The maintenance fee will be kept and maintained in a separate escrow account at a federally insured bank. The funds in that account will not be co-mingled with any of our other money and will be applied only to those expenses which may be properly charged against the maintenance fee. Although our lenders may require an accounting as to how we are spending the maintenance fee, nothing in this contract gives you the right to request such an accounting unless we exercise the option to charge you the actual maintenance costs as described below. If we decide to compute maintenance fees based on our actual expenses, we will provide you with an annual accounting of receipt and disbursement of those fees.

Unsold Vacation Licenses. We will not be responsible for payment of maintenance fees for unsold Vacation Licenses, nor will we be responsible to pay maintenance fees of any purchaser who has defaulted or is delinquent. We will, however, pay a maintenance fee for any unsold Vacation Licenses which we decide to make available to our guests.

Cost of Living Adjustment of the Maintenance Fee. The present maintenance fee is disclosed on the Purchase Addendum and Finance Disclosure Agreement. The maintenance fee will be adjusted each year in accordance with changes in the cost of living index.

Beginning with the fee due in January 2004, the maintenance fee will be increased or decreased based upon the annual percentage increase or decrease of the Consumer Price Index (the index) published by the U.S. Bureau of Labor Statistics for the area closest to Lake Harmony, Pennsylvania. The index published for the month of June, 2003 shall be considered the base level. The average level of the index for the prior twelve months shall be ascertained by adding the six bi-monthly levels and dividing the total by six, the resulting figure here after called the "average annual level." If the average annual level for such is greater or less than the base level, the difference divided by the base level shall constitute the "percentage of increase or decrease." The sum set forth on the attached Purchase Addendum and Finance Disclosure as the present maintenance fee will be adjusted by the percentage of the increase or decrease, and the resulting amount will be the new maintenance fee.

If the compilation or publication of the index is discontinued, we will designate an alternative index or method to compute such revised maintenance charge, provided that such alternative index reasonably reflects the increase or decrease in the costs encompassed in the maintenance fee.

Our Option To Charge Actual Maintenance and Other Expenses. Commencing in December 2006, and during the month of December in each year thereafter, we may exercise the option to charge you an Annual Maintenance Fee based on actual costs. Upon exercise of this option, we will submit to you a proposed budget covering actual projected maintenance expenses for the following year for all Willowbrook Units devoted to timeshare occupancy. In such event, the Annual Maintenance Fee payable by you would be determined by dividing the total maintenance cost budgeted for the entire Willowbrook project by the total number of Vacation Licenses, both sold and unsold, associated with fully constructed units. If we elect to charge maintenance fees based on actual costs, the actual maintenance costs associated with all Vacation Licenses, which have not been sold will be borne by us. The total amount of budgeted maintenance expenses for any year will be adjusted to reflect any surplus or deficit in the year before the one for which the budget is submitted, but this will not apply to any year before the maintenance fee due for 2007.

In the event we exercise the option to assess maintenance fees based on actual costs, cost of living adjustments will no longer apply. If we exercise this option, you will be notified not later than December of the year prior to the year the actual charges will be effective, at your last known address. If we do not exercise the option in December 2006, the option will lapse until December of the following year, and December of each following year at which time it may again be exercised.

If we exercise the option to charge the actual cost associated with timeshare maintenance, the budget will be an amount of money sufficient to pay the following expenses:

- (a) Real estate taxes, and any municipal assessment which could become a lien upon the land or buildings devoted to timesharing at Willowbrook; and
- (b) Premiums for property and casualty insurance on the Willowbrook Units, personal property and common areas in sufficient amounts to replace the buildings and personal property, with like kind and quality, in the event of loss caused by an insurable hazard and to provide sufficient liability insurance coverage; and
- (c) Ordinary maintenance of the Willowbrook Units and common areas, inside and out, including repair or replacement of fixtures attached to the buildings and repair or replacement of furniture, equipment, appliances, utensils and other items of personal property; and

**The
Maintenance
Fee
(continued)**

- (d) Housekeeping service, at least once each week, which shall include changing linens and towels, and cleaning; and
- (e) Maintenance of the Willowbrook common areas of each building including, for example, lobby, hallways, other public areas, recreational areas, cutting grass and maintaining trees, shrubs, landscaping; and
- (f) Paying utility charges including electrical service, gas, base telephone charges, base cable TV charges, trash removal, cost of maintaining water and sewer service; and
- (g) A reserve of five percent (5%) for exterior renovations or replacement of interior furnishings, equipment, appliances, utensils and redecoration of units, all computed in accordance with the normal accounting practices of the hotel and motel industry; and
- (h) A reserve for unpaid or uncollectible maintenance fees of other purchasers; and
- (i) Entrance road and parking lot maintenance; and
- (j) Administrative expenses related to the timeshare program which shall include accounting and legal fees, telephone charges, postage, photocopy costs, salaries and statutory or other benefits, for employees; and
- (k) Such other expenses related to the timeshare program and the vacation afforded timeshare purchasers and visitors, as are fair and reasonable management fees, fidelity bond for persons handling maintenance fees, recreational expenses and reasonable expenses of processing reservations at Willowbrook and any other expenses not covered above.

The total amount of such expenses shall then be divided between the total number of Vacation Licenses by Accommodation Type, based on the square footage of each Accommodation Type, the result being the maintenance fee for each week. In no event will the maintenance fee increase by more than 7.5% of the previous year's fee using either the Consumer Price Index or actual costs.

We reserve the right to amend this provision if any federal, state, or local law or regulation is enacted which requires us to make other arrangements for imposing or collecting maintenance fees or disbursing the maintenance fees collected.

Rights of Our Lenders. We are or may become indebted to a lender (or lenders) who hold(s) a mortgage on the designated Willowbrook property. Any lender holding a mortgage on Willowbrook will agree that even if we were to default on the mortgage, the lender would recognize the right of purchasers to occupy Willowbrook Units. The following language or language substantially similar will be included in any mortgage encumbering Willowbrook. The word "Mortgagor" refers to VCL and "Mortgagee" refers to the lender.

"The maintenance fees collected by Mortgagor for its assignee from time interval purchasers shall be kept and maintained in a separate escrow fund and shall be used only for the purposes set forth in the Vacation Reservation Agreement and as specifically herein provided. After default under this mortgage or the accompanying note, the Mortgagee may apply to the Court of Common Pleas of Carbon County, or any other court of competent jurisdiction, for an order designating a successor escrowee to keep and maintain the maintenance fee escrow fund, and such other relief as the court may deem just and proper, it being agreed that in such event Mortgagee would have no adequate remedy at law to protect the aforesaid escrow fund, and to assure its proper application to preserve and maintain the property for the benefit of Mortgagee and holders of Vacation Licenses. It is further agreed that any such action by the Mortgagee to protect the maintenance fee escrow fund shall be in addition to any other remedies provided for in the mortgage and the accompanying note. All costs of actions taken by Mortgagee to protect the escrow fund and its proper application as aforesaid, including reasonable attorney's fees, shall be paid by Mortgagor, or in the event of Mortgagor's insolvency or failure to pay, such costs and expenses shall be paid from the escrow fund, in which event Mortgagor shall be liable for reimbursement of such expenses to the escrow fund.

Notwithstanding any contract or document to the contrary, in the event of default under this Mortgage or the accompanying note, the escrow fund for maintenance fees (as maintenance fees are defined in the Vacation Reservation Agreement) shall be applied first to the payment of any local tax assessment or municipal claim against the mortgaged premises; second, to any corporate taxes which may become a lien against the mortgaged premises; third, to any insurance premium for policies (property damage and liability) on the mortgaged premises; and fourth, to any necessary repairs to the mortgaged premises, and the buildings and improvements thereon erected, as the Mortgagee, in its sole discretion, may direct.

If the Mortgagee, acting for the protection and preservation of the mortgaged premises, advances any of the above mentioned taxes, corporate taxes, insurance premiums, or necessary repair and maintenance expenditures, it shall have the right to set-off such disbursements against the funds held in escrow, or, if a court declares such set-off to be invalid, it shall be entitled to reimbursements of such expenditures from the escrow fund.

Mortgagee may, for the protection of its security interest in the property, undertake the repair, maintenance and supervision of the property, but it shall not be obligated or liable to do so; and any assumption of the supervision, or control of the property by the Mortgagee shall not obligate it to continue such control or supervision, it being understood that such right is solely for the protection of the Mortgagee's security interest in the property.

In the event any monies are expended from the maintenance fee escrow fund for payment of Mortgagor's corporate taxes to prevent a lien being filed upon the mortgaged premises, Mortgagor shall remain liable for reimbursement thereof to the escrow fund, and nothing in this paragraph shall be construed to give Mortgagor the right to pay such corporate taxes from the escrow fund, it being understood that the right would accrue only upon Mortgagor's default.

Under no circumstances shall anything contained in the Mortgage be construed as an obligation of the Mortgagee to take possession of the Mortgaged Premises and improvements thereon upon default of the Mortgagor or to operate, manage, maintain or otherwise take over the operations of Mortgagor's vacation timeshare program facilities, and Mortgagee will not assume any liability or obligation whatsoever to purchasers."

By signing this Vacation Reservation Agreement, you are acknowledging your agreement that our lenders may exercise all rights provided above in the event of default in any of the mortgages given to them by VCL or its successors or assigns. Nothing in this paragraph, however, shall be construed to make you or any other purchaser responsible for any cost or expense other than the maintenance fee itself.

General Conditions

Warranties of Vacation Charters, Ltd.

We warrant to you that:

- (1) Willowbrook Units will be furnished and maintained substantially similar to the model unit, except for normal wear and tear.
- (2) We will not sell the Willowbrook property or the recreational facilities within the Willowbrook property unless the buyer agrees to assume our obligations under this Vacation Reservation Agreement. Nor will we mortgage the Willowbrook Units or recreational facilities within Willowbrook unless the mortgagee agrees not to disturb your privileges under this Vacation Reservation Agreement so long as you are not in default.
- (3) We will carry such amounts of fire, casualty and public liability insurance as, in our opinion, is customary for similar properties in Pennsylvania.

Insurance Proceeds/Damaged Property. The Willowbrook Units and personal property at Willowbrook will remain under the ownership of VCL or its successors and assigns. In the event of loss caused by an insurable hazard, the insurance proceeds will be paid to us, and you will not be entitled to any portion of the insurance money. The Owner will use any such insurance proceeds to repair or replace the property with like kind and quality. You will be responsible for reasonable expense of correcting damage or destruction of property caused by you or your guest, unless the loss is covered by insurance. We will not be responsible for the loss or damage to any of your personal property.

No Interest in Real Estate or Personal Property. You do not acquire any legal or equitable ownership of the furniture, fixtures, equipment, or other personal property in the Willowbrook units, or to the real estate. This agreement does not convey any interest in real estate or a security interest in your favor. Ownership will remain with VCL or its successors and assigns. This Vacation Reservation Agreement does not create a lease or an easement. This Vacation Reservation Agreement gives you a license which is revocable in the event of default by you under this Vacation Reservation Agreement..

Notices. Any notice under this Agreement will be deemed to be validly given when deposited in the United States mail postage prepaid, addressed to your last known address. For notice purposes, our address is:

One Lake Drive
P.O. Box 592
Lake Harmony, PA 18624

Transfer of Your Vacation License Rights/Guests. You may transfer your rights and obligations under this contract as a part of your estate, or by gift to members of your immediate family, or otherwise with our prior written approval which we will not arbitrarily withhold, provided you are current in your obligations. You agree not to sell this contract for a purchase price which exceeds the last purchase price paid for a similar license. In order for a transfer to be effective, your successor must agree in writing to be bound by all of the terms and conditions of this agreement. By signing this, you acknowledge that this contract is entered into for your personal use, and not with the intention of transferring your privileges for a profit. Except as provided in this paragraph, you may not create or transfer a sublicense right, but you may allow your personal guests to share your privileges.

**General
Conditions
(continued)**

Disclosure Statement. We have prepared a Disclosure Statement which gives you many important facts about the facilities of Willowbrook, your rights to use those facilities, and other details of our vacation reservation program. You should read that disclosure statement before signing this contract.

Entire Agreement/Pennsylvania Law. The terms and conditions of this agreement represent the entire agreement. You acknowledge that neither Vacation Charters, Ltd. nor any of its agents have made other promises or representations, either oral or written, to induce this agreement except those which appear in the Disclosure Statement. This agreement shall be interpreted according to the laws of Pennsylvania.

Three Copies/No Recording of Agreement. This contract will be executed in three counterparts and each copy shall be deemed to be an original; and together, the copies will represent one and the same contract. You may not record this contract in any public office.

NOTICE TO PURCHASER

DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. YOU MUST BE GIVEN A SIGNED COPY OF THIS AGREEMENT AND A COPY OF THE WILLOWBROOK AT LAKE HARMONY DISCLOSURE STATEMENT. UNDER THE LAW, YOU HAVE THE RIGHT TO PAYOFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

IN WITNESS WHEREOF, the parties hereby execute this contract on the 16 day of February, 2008, intending to bind themselves and their respective heirs, successors and assigns.

By: [Signature]
Sales Representative

[Redacted Signature]
Purchaser (Seal)

Accepted by: [Signature]
Vacation Charters, Ltd.
By its Attorney-in-Fact

[Redacted Signature]
Purchaser (Seal)

Exhibit C

DISCLOSURE STATEMENT WILLOWBROOK AT LAKE HARMONY

This Disclosure Statement has been given to and is acknowledged by the undersigned purchaser (the "Purchaser") in connection with the purchase of a timeshare vacation license (the "Vacation License") under a Vacation Reservation Agreement (a "Vacation Reservation Agreement") with Vacation Charters, Ltd. ("VCL") involving Willowbrook at Lake Harmony ("Willowbrook"). All terms used, but not defined herein, shall have the meanings set forth in the Vacation Reservation Agreement. This Disclosure Statement summarizes certain significant features of the vacation license program involving Willowbrook. It is intended as an introduction only and not a complete or detailed discussion.

1. OWNERSHIP OF WILLOWBROOK AT LAKE HARMONY:

Willowbrook is the name under which VCL owns and operates a timeshare vacation program involving, one and two bedroom units being constructed within fourteen (14) buildings on approximately 236.09 acres in Lake Harmony, Kidder Township, Carbon County, Pennsylvania. Willowbrook is part of a larger resort known as "The Resort at Split Rock", which includes certain recreational facilities and amenities ("Resort"). VCL is a Pennsylvania corporation incorporated in 1978 with its mailing address at One Lake Drive, P.O. Box 592, Lake Harmony, PA 18624. Current controlling stockholders of VCL are members of the Kalins family. Willowbrook units may be sold or used by VCL for purposes other than the timeshare vacation program, provided that sufficient Willowbrook units are at all times available for use by purchasers holding a valid Vacation License for the required use periods. The Vacation License does not guaranty that Purchaser will be entitled to occupy any specific Willowbrook unit. There is no association comprised of or representing the purchasers of Vacation Licenses.

2. STATUS OF TITLE TO WILLOWBROOK AT LAKE HARMONY:

The Vacation License does not constitute a fee simple or other ownership interest in Willowbrook or any unit in Willowbrook. VCL owns legal title to Willowbrook property free and clear of liens and encumbrances except the following:

- A. Utility easements granted to telephone and electric companies.
- B. Collateral mortgage in favor of Textron Financial Corporation ("TFC") recorded in the Carbon County Office for Recording of Deeds, as follows: Mortgage Book Vol. ___, Page ___.

TFC, as mortgage holder, has executed what is commonly referred to as a "nondisturbance" which provides that a purchaser of a Vacation License will maintain his/her right to occupy a Willowbrook unit, even if there is a default under the mortgage, provided the purchaser of the Vacation License is current in making all payments and the annual maintenance fee under his/her Vacation Reservation Agreement. The Vacation Reservation Agreement sets forth certain rights of the mortgage holder(s) to require that the maintenance fee be held in a separate escrow account and be applied first to the payment of certain taxes and insurance premiums on Willowbrook units in the event of default. It is the opinion of legal counsel of VCL that the nondisturbance agreement will protect the right of a Vacation License purchaser to make a reservation to occupy a Willowbrook unit even in the event of default and foreclosure upon the mortgage, provided that such purchaser has made all of the payments then due under the Vacation Reservation Agreement.

3. GENERAL DESCRIPTION OF THE ACCOMMODATIONS:

Each purchaser will receive a floor plan showing the typical units at Willowbrook for the Accommodation Type he/she selected. All accommodations will be equipped with heat and air conditioning, which may be controlled from within the unit. Each unit will be supplied with furniture, appliances, utensils, and miscellaneous items similar to that displayed in the model unit. The replacement and repair of that personal property will be paid for from the maintenance fee account described in the Vacation Reservation Agreement. Future renovations or redecorating of units and public areas will be done as needed and will be paid for from the reserve account of the annual maintenance fee.

4. USE OF FACILITIES AT THE RESORT:

Each purchaser of a Vacation License may use certain facilities at the Resort. This section of the Disclosure Statement describes the extent of purchasers' rights to use those facilities and the limitations on those rights. Certain facilities are available free of charge. Use of other facilities may require payment of a use charge each time that facility is used. In any event, purchasers may use all recreational facilities which are open to the general public and/or guests of Willowbrook and the Resort, or which are open to a limited clientele, including any facilities which may be constructed and owned by VCL in the Willowbrook vicinity or at the Resort in the future.

A. Facilities for which use charges are customarily imposed.

- 1. ski slope
- 2. tennis courts
- 3. racquetball courts
- 4. lake boating, canoes, rowboats, sailboats, motorboats, paddle boats
- 5. bicycle rentals
- 6. movie theatre
- 7. bowling alley/arcade
- 8. miniature golf
- 9. 27-hole golf course

B. Facilities for which use charges are not customarily imposed:

- 1. basketball, softball, volleyball, & soccer
- 2. hiking trails
- 3. archery & shuffleboard
- 4. outdoor ice skating
- 5. sled riding
- 6. indoor & outdoor swimming pools
- 7. use of beach & swimming lagoon
- 8. bocci courts

VCL may adopt or amend from time to time its Rules and Regulations, including standards of conduct for the use of its facilities; however, it may not impose a higher standard of conduct upon Willowbrook purchasers than it does upon other customary guests of the Resort. VCL may grant a mortgage lien or security interest encumbering the Resort or Willowbrook facilities, provided that, the mortgagee or secured party enters into a nondisturbance agreement in favor of all purchasers in good standing under the Vacation Reservation Agreement.

There is no assurance or guaranty by VCL that the facilities described in this section will always be available for use by purchasers. VCL reserves the right to sell, discontinue, alter and replace such facilities at any time and from time to time and to change the fees charged to purchasers for the use of such facilities.

5. **USE OF VACATION LICENSE:**

The use of the Vacation License has been explained to the undersigned. The undersigned has read page 4 of the Vacation Reservation Agreement. The undersigned acknowledges that reservations must be requested and confirmed before occupying a Willowbrook unit and that they and their guests will abide by established Rules and Regulations.

6. **ANNUAL MAINTENANCE FEES:**

Annual maintenance fee obligations of the Purchaser are described in the Vacation Reservation Agreement and may be adjusted annually in accordance with a formula based on the consumer price index. Beginning in 2006, VCL reserves the right to charge a maintenance fee based upon the actual costs for maintenance at Willowbrook, at which time VCL will provide all purchasers with a copy of the actual maintenance budget. The undersigned acknowledges that he/she must pay annual maintenance fees within 30 days of billing. The undersigned has read pages 5 through 7 of the Vacation Reservation Agreement, which describe in detail the maintenance fee obligations of the undersigned.

7. **EXCHANGE NETWORK:**

The undersigned acknowledges that Willowbrook is currently a party to a Resort Affiliation Agreement with the exchange network known as Interval International ("II"). The exchange network is explained in material prepared and distributed by II and the undersigned has received and the undersigned acknowledges that VCL has no control over II or the exchange network. All exchange requests must be made through II and there is no guarantee that II will be able to fill any particular exchange request.

8. **RESALE OR TRANSFER OF VACATION LICENSE:**

The undersigned acknowledges that there is no resale program offered by VCL for the Vacation License, nor will VCL purchase or assist a purchaser of a Vacation License in the resale of his/her Vacation License, except to assist in preparing documents evidencing transfer of the Vacation License to a credit approved transferee acceptable to VCL. The undersigned certifies that the Vacation License is being purchased for personal use and not with the intention of making a profit from the resale of the Vacation License.

9. **DOCUMENTS:**

Copies of the following documents regarding purchase of the Vacation License have been received.

- a) VACATION RESERVATION AGREEMENT / PURCHASE ADDENDUM AND FINANCE DISCLOSURE
 - b) CONSUMER PROMISSORY NOTE AND ENDORSEMENT*
 - c) CREDIT APPLICATION*
 - d) TRUTH-IN-LENDING DISCLOSURE*
 - e) TYPICAL FLOOR PLAN OF WILLOWBROOK UNITS
 - f) EXCHANGEDISCLOSURE STATEMENT AND BASE YEAR CALENDAR
 - g) DISCLOSURE STATEMENT
 - h) PRIVACY POLICY NOTICE
 - i) RULES AND REGULATIONS
 - j) TIMESHARE LICENSE PURCHASER'S ACKNOWLEDGMENT
- (*distributed for financed sales only)

10. No oral agreements, commitments, statements, promises, or assurances shall be recognized, enforceable, or binding on VCL.

11. Each of the undersigned acknowledges and agrees that the above items were fully explained to each of the undersigned's complete satisfaction. Also, each of the undersigned understands, expressly acknowledges, and agrees that the Vacation Reservation Agreement, the Addendum, Rules and Regulations and other documents described in this Disclosure Statement, including this Disclosure Statement, constitute the entire agreement between VCL and Purchaser.

VACATION CHARTERS, LTD.

By:

Signature of Accepting Manager

Date

Signature of Purchaser

Date

Signature of Purchaser

Date

Exhibit D

Willowbrook

a t LAKE HARMONY



Willowbrook 

a t LAKE HARMONY

One Lake Drive

Lake Harmony, PA 18624

Telephone: (570) 722-8910

www.splitrockresort.com

Willowbrook at Lake Harmony • Willowbrook at Lake Harmony



Unit Interior Design

DESIGNED FOR COMFORT AND RELAXATION.

Willowbrook at Lake Harmony guest units were designed to provide our owners with total flexibility in choosing their vacation options on an annual basis.

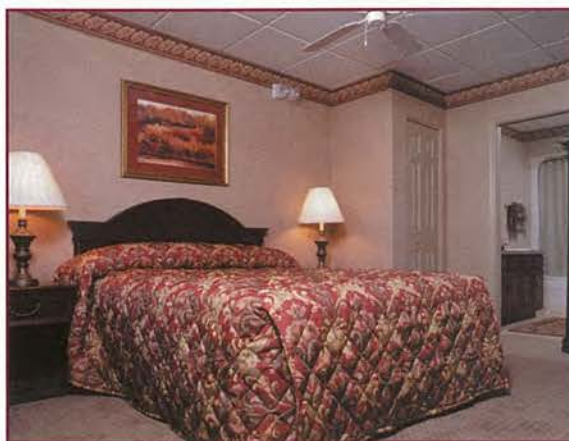
The spacious two-bedroom unit will comfortably sleep eight people and provides plenty of room for everyone to relax and enjoy their home away from home.

The lockout feature enables the unit to be divided into two separate living areas, both the one bedroom unit and the lockout unit will each sleep four guests. The lockout feature also allows owners to double their vacation time from seven to 14 days when it meets

their vacationing needs. One bedroom units are also sold separately.

The design concept for Willowbrook was inspired by the beauty of the surrounding golf courses and travel through Europe. Featured hues of blue, green, and gold reflect the changing seasons of the Pocono Mountains. The traditional design is incorporated into a luxury living space, evoking a comfortable atmosphere and a feeling of home.

The interior design was created by Classic Gifts and Interiors, Ltd., a firm with over fifteen years specializing in the resort and hospitality industries.

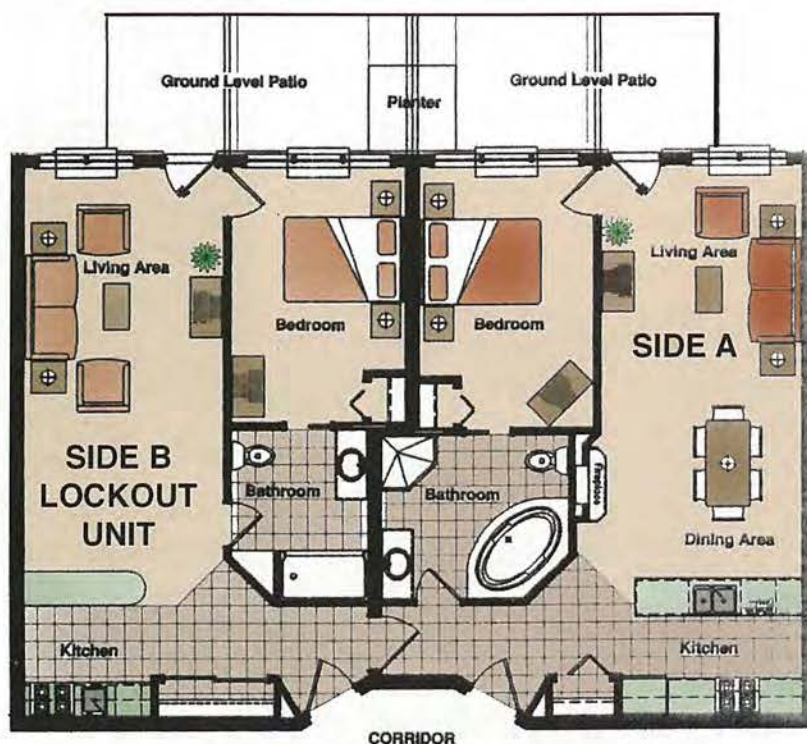


Choose From Many Use Options

The unit configuration at Willowbrook gives you total flexibility when selecting the type of unit that will meet your family's vacationing needs each year. If you own a two-bedroom unit, during the year of your occupancy, you are eligible to reserve the whole unit (two-bedroom, sleeps eight) for seven days. This whole unit may be divided (Unit Split) into two separate units, Side "A" a one bedroom (sleeps four) and Side "B" a one bedroom lock out unit (sleeps four). The unit split option will give you 14 days of vacationing enjoyment, seven days in each unit type (NOTE: There is a \$35.00 cleaning charge if you split your week). If you own a one bedroom unit, your unit sleeps four for the seven-day period.

You may use the two-bedroom unit in many different ways:

- 1 Reserve your unit for a full week at Willowbrook for your own personal use. (Sleeps eight)
- 2 You may rent your unit for a full week at Willowbrook.
- 3 Loan your unit for a full week to friends or family.
- 4 Exchange your unit through Interval International. Remember, your two-bedroom unit trades for six, your one bedroom unit trades for four and your lock-out unit trades for four.
- 5 Split your unit into two vacations for your own personal use. (Two weeks, each sleeps four)
- 6 You may rent or loan your split units or occupy one week and rent or loan one week.



TWO BEDROOM SUITE FLOOR PLAN
1,455 SQUARE FOOTAGE



ONE BEDROOM SUITE FLOOR PLAN
728 SQUARE FOOTAGE

Interval International

A WORLD OF EXCHANGE OPPORTUNITIES AWAITS!

Interval International ("II") has been selected as the exchange company of choice for Willowbrook at Lake Harmony. This worldwide exchange program will provide you with an endless variety of vacation location choices and other hospitality services.

Interval International provides exchange opportunities to thousands of resorts throughout the United States and in over 75 countries on six continents. More than 1.3 million member families, who enjoy vacation ownership at those resorts, share the advantage of Interval International's vacation exchange program.

Interval International's exchange system is tailored to meet your needs. You will enjoy both a wide variety of vacation destinations and a choice of two exchange methods to suit your special needs.

Deposit First allows you to deposit your week in the exchange pool against a present or future exchange request. You can travel from one year before and up to two years after the dates of the week deposited, giving you the flexibility of a three-year travel-planning window.

With Request First you can confirm your exchange before relinquishing your week, which secures your use of your home resort until the exchange you want is confirmed and you may travel up to one year before the week you own.

Remember, you must first call **Willowbrook Reservations (570) 722-8621** for a week to be assigned to you for exchange use.

Also, through the Flexchange program, you can plan vacations on short notice. Flexchange offers constant exchange opportunities from 59 days in advance to 24 hours before your travel date.



Flex-Time at Willowbrook

The unit/week inventory at Willowbrook is maintained on what we term a Flexible Time Program. Flexible Time means you use a time period rather than having to vacation a set week each year.

Your Flexible Time "floats" during a season that you purchased. "Red" season is Weeks 1 through 8, 21 through 39, 41 and Weeks 51 and 52. The "Yellow" season is Weeks 17 through 20 and 40, 42 through 46. The "Green" season is Weeks 9 through 16 and 47 through 50. A base year calendar is part of the Disclosure Statement which designates the timeshare period schedule.

You are assigned a specific unit and week for inventory control purposes. You are allowed to choose any unit/week type in the season you purchased on a first come first serve basis. This is the same for one and two-bedroom units.

Exhibit E-1

Willowbrook

at LAKE HARMONY

MEMBERSHIP CERTIFICATE

MEMBERSHIP # [REDACTED]

Timeshare Vacation Plan

This is to certify that:

[REDACTED] are owners of a Timeshare Vacation License at Willowbrook at Lake Harmony, Pennsylvania, for the earlier to occur of ninety-nine (99) years or December 31, 2110, at which time all Vacation Licenses will expire. Such License to include the right to occupy a Two Bedroom unit in Red Season, more fully described as [REDACTED] pursuant to the terms and conditions of the Vacation Reservation Agreement dated 25th day of July 2007 A.D.

In witness Whereof, Vacation Charters, Ltd. has caused this certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed.

Janet L. a. Mullen
Secretary

W. J. J. J.
President

Exhibit E-2

7. Consumer name: [REDACTED]

Our company has obtained ownership of Split Rock Resort in the latter part of 2020 during the pandemic. We recognize that the resort needs upgrading in many respects and have to date invested in common areas and room restoring. The pandemic has presented many challenges. We simply request patience from our clients and customers while we work toward creating a satisfying vacation experience.

We sincerely apologize for [REDACTED]'s impossibility to reserve his stay at our Resort. This must have been due to an unfortunate unavailability of reservation agents on the times he tried to reserve. During the pandemic more than 2,000 owners reserved and used their week during 2021, and does not include those owners that took advantage of their exchange program.

If [REDACTED] agrees, he can propose two dates within his agreement that he wishes to reserve at our Resort and we can make sure that his reservation goes through. Free breakfast for 2 people will be included in his reservation for the days he stays at our Resort.

Exhibit F-1

Willowbrook

at LAKE HARMONY

MEMBERSHIP CERTIFICATE

MEMBERSHIP # [REDACTED]

Timeshare Vacation Plan

This is to certify that:

[REDACTED]

are owners of a Timeshare Vacation License at Willowbrook at Lake Harmony, Pennsylvania, for the earlier to occur of ninety-nine (99) years or December 31, 2110, at which time all Vacation Licenses will expire. Such License to include the right to occupy a Two Bedroom unit in Red Season, more fully described as Unit [REDACTED] / [REDACTED], pursuant to the terms and conditions of the Vacation Reservation Agreement dated the 26th day of August 2004 A.D.

In witness Whereof, Vacation Charters, Ltd. has caused this certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed.

James K. W. Thulin, Sec'y
Secretary

W. Gae H. H. H. H.
President

Exhibit F-2

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 11/17/2021

Member Name:

Account Number:

ATTENTION

102B_E ▲ 009711

Due from Prior Years:	0.00
2022 Maintenance Fee:	847.00
Total Amount Due*:	847.00
Is Due:	01/31/2022



Payable only in U.S. funds

Year 2022 Maintenance Fee Assessment

Late charges are assessed on past due amounts only. Additional late charges may be added if your payment is not received within the guidelines provided by your resort. In some instances, because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due. Please pay by: 01/31/2022.

For maintenance fee information, contact us from the US and Canada 1 (855) 206-2366; if outside U.S. and Canada at +52 (332) 101-0036. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time). Please refer to your account number above when requesting information. Have you moved? Has your phone number changed? Please let us know by completing the back of your payment coupon.

Members who pay the 2022 Maintenance Fee Due on or before December 15, 2021 will receive the \$20.00 service fee waived.

**For discount please contact us by phone numbers or mail a check.

**As stipulated by Mexican law, taxes of 16%(VAT) and 3% (Lodging Service) are already included.

**IF you owe Maintenance Fee prior 2022 we can help. Please call us from US and Canada at +1 (855)206 2366, and from Mexico at +52 (332)101 0036.

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 11/17/2021

Is Due: 01/31/2022

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years: 0.00
2022 Maintenance Fee: 847.00

***Amount Due: \$ 847.00

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 12/07/2020

Member Name:

Account Number:

ATTENTION

102B_E ▲ 009556

Due from Prior Years:	0.00
2021 Maintenance Fee:	790.00
Total Amount Due*:	790.00
	01/31/2021



Year 2021 Maintenance Fee Assessment

Late charges are assessed on past due amounts only. Additional late charges may be added if your payment is not received within the guidelines provided by your resort. In some instances, because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due. Please pay by: 01/31/2021.

For maintenance fee information, call member services from the US at 1 (855) 230-2620; from Canada at 1 (844) 787-5916; from Mexico at (800) 990-0149. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time). Please refer to your account number above when requesting information. Have you moved? Has your phone number changed? Please let us know by completing the back of your payment coupon.

****Now Pay your Maintenance Fee online @ <https://member.resortcom.com/Home/Login>****

*****REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.*****

Account Number:

Member Name:

Invoice Date: 12/07/2020

Is Due: 01/31/2021

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years: 0.00

2021 Maintenance Fee: 790.00

***Amount Due: \$ 790.00

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 51469
Los Angeles, CA 90051-5769

***AMOUNT ENCLOSED

\$

Welcome Back Splitrock Owners!

https://www.splitrockowner.com/thankyou.php?response_code=1&r...

ATTENTION

Connect to [SplitRockResort.com](https://www.splitrockresort.com)



The Classic Poconos Experience.
Redefined.

WELCOME

Payment Receipt

Date: 01/29/2020
Account Number: [REDACTED]
Invoice Number: [REDACTED]
Description: MAINT FEE
Authorization Code: [REDACTED]
Transaction ID: [REDACTED]
Payment Type: [REDACTED]
Payment Amount: 716.00

Thank you for your payment!

Please allow 3 days for your account to reflect this payment.

[Return to Account Information](#)

[100 Moseywood Road](#)
[Lake Harmony, PA 18624](#)

888-218-6370

info@splitrockresort.com

since 1941

ATTENTION



Connect to SplitRockResort.com

The Classic Poconos Experience.
Redefined.

WELCOME

Payment Receipt

Date: 02/23/2018
Account Number: [REDACTED]
Invoice Number: [REDACTED]
Description: MAINT FEE
Authorization Code: [REDACTED]
Transaction ID: [REDACTED]
Payment Type: [REDACTED]
Payment Amount: 716.00

Thank you for your payment!

Please allow 3 days for your account to reflect this payment.

[Return to Account Information](#)

100 Moseywood Road

• 888-218-6370

info@splitrockresort.com

Lake Harmony, PA 18624

since 1941

Exhibit F-3

32. Consumer name: [REDACTED]

Our company has obtained ownership of Split Rock Resort in the latter part of 2020 during the pandemic. We recognize that the resort needs upgrading in many respects and have to date invested in common areas and room restoring. The pandemic has presented many challenges. We simply request patience from our clients and customers while we work toward creating a satisfying vacation experience.

We understand and acknowledge the concern and discomfort with the *Resort Fee* that was recently imposed. Although the timeshare agreement and the disclosure documents allow for such a fee to be imposed, this was a practice that was not procured in previous years and thus has created resistance for some of our owners.

The *Resort Fee* has accounted for part of the general repair work for our facilities, more than USD \$2,000,000.00 have been invested in public areas, and it has allowed the resort to offer a quality standard that was not observed for the last years in trying times where the hospitality industry has faced high inflation rates which and an unprecedented labor shortage.

[REDACTED] suffered a defect in our system on the week she stayed with us at the resort. We genuinely apologize for the inconveniences suffered.

Exhibit G

[REDACTED]

From: [REDACTED]
Sent: Wednesday, September 21, 2022 1:49 PM
To: [REDACTED]
Subject: [EXTERNAL] Fw: ✈️ Keep your adventurous spirit and continue traveling to SplitRock or another of our destinations. 🍷

Follow Up Flag: Follow up
Flag Status: Flagged

[REDACTED]

[REDACTED]

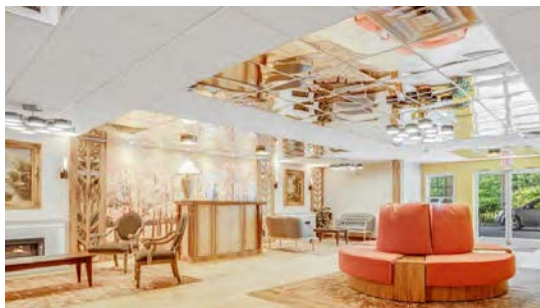
[REDACTED]

Begin forwarded message:

On Friday, September 9, 2022, 6:52 PM, Bel Air Owners Circle <clubdirector@belaiownerscircle.com> wrote:

***Dear Valued
Split Rock Owner***

The billing Maintenance Fees season
for the year 2023 is here and within



the next weeks you will be receiving your Maintenance Fee Statement bill in your mail we would like advance to you the follow offer we have for good standing members like you.

As per contract in the Purchase Addendum and Finance Disclosure Agreement the maintenance fees are adjusted each year in accordance with the changes in the cost-of-living index, Consumer Price Index published by the U.S. Bureau of Labor of Statistics.

The increase for 2023 reflects a 9.1 % *increase*, however **BelAir Owners Circle** understands overall the economy situation that worldwide is affecting all of us due to rising cost of living and or other expenses.

For this same reason and because of the % increase we are generously providing all our members the opportunity that if you pay your 2023 maintenance fees between October 1 to November 30th, we will grant the same fees as in **2022**, yes, meaning no increase or the service fee for the year **2023** fees.

Pay between October 1 to November 15 – same maintenances fees as in 2022 PLUS 1 2023 Award Red Season week.
Pay between November 16 to December 31 – same maintenance fees as in 2022.

As of January 1, 2023 the 2023 fees will reflect an increase per the index as above mentioned.



Over all Split Rock has very competitive maintenance fees and are still lower than the other resorts.

[Share BelAir Program](#) now available!!!

Your referrals will enjoy a great stay at Split Rock with preferential rates. As member you will have great incentives. Contact us for details or visit our web site page www.belairownerscircle.com



We appreciate you, our members, and what you contribute to maintain your membership and it is our goal to continue to improve our standards. We thank you for enduring on our side per the change of ownership that was taken in affect as of November 2020. *BelAir Owners Circle* wants you to make the most of your membership investment with us and to make your vacation license work for you and your family based on your vacation needs.

Cordially,



Carolina Rodríguez
BelAir Owners Circle
Management

428 Moseywood Road, Lake Harmony, PA 18624
You've received this email because you've subscribed to our newsletter.

[Unsubscribe](#)

This email was sent to [REDACTED]
You've received this email because you've subscribed to our newsletter.

Copyright © 2022 Split Rock Resort by BelAir Collection
All rights reserved.

Click [here](#) to report this email as spam.

Exhibit H-1

F
R
O
M

VACATION CHARTERS LTD.
P.O. BOX 547-B
LAKE HARMONY PA 18624
Phone: (800) 255-7625

RETAIN THIS PORTION FOR YOUR RECORDS
ACCT# [REDACTED] INVOICE DATE 01/01/06

CURRENT CHARGE
01/01/06 06-MNT 241.00

TOTAL DUE 241.00

1.5% int. rate will be charged monthly
Make checks payable to: Willowbrook
Payments may be made at www.splitrock

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VACATION CHARTERS LTD.
P.O. BOX 547-B
LAKE HARMONY PA 18624
Phone: (888) 218-6370

RETAIN THIS PORTION FOR YOUR RECORDS
ACCT# [REDACTED] INVOICE DATE 01/01/08

PREVIOUS BALANCE [REDACTED] 251.00

TOTAL DUE 251.00

DEDUCT 2% OF YOUR TOTAL BILL IF POSTMA
1.5% int. rate will be charged on unpa
Make checks payable to: Willowbrook
Payments may be made at www.splitrock

F

R STABILIS SPLIT ROCK JV, LLC
O P.O. BOX 547-B
M LAKE HARMONY PA 18624
Phone: (888) 218-6370

RETAIN THIS PORTION FOR YOUR RECORDS
ACCT# [REDACTED] INVOICE DATE 01/01/16

CURRENT CHARGE
01/01/16 16-MNT [REDACTED] 377.00

TOTAL DUE 377.00

FOR FURTHER INFORMATION GO TO HTTP://WWW.
1.5% int. rate will be charged monthly or
Make checks payable to: Willowbrook at L

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R STABILIS SPLIT ROCK JV, LLC
O P.O. BOX 547-B
M LAKE HARMONY PA 18624
Phone: (888) 218-6370

RETAIN THIS PORTION FOR YOUR RECORDS
ACCT# [REDACTED] INVOICE DATE 01/01/18

CURRENT CHARGE
01/01/18 18-MNT [REDACTED] 392.00

TOTAL DUE [REDACTED] 392.00

FOR FURTHER INFORMATION GO TO HTTP://WWW.
1.5% int. rate will be charged monthly
Make checks payable to: Willowbrook at

F
R STABILIS SPLIT ROCK JV, LLC
O P.O. BOX 547-B
MLAKE HARMONY PA 18624
Phone: (888) 218-6370

RETAIN THIS PORTION FOR YOUR RECORDS F
ACCT# [REDACTED] INVOICE DATE 01/01/20 F

CURRENT CHARGE C
01/01/20 20-MNT 392.00 0

TOTAL DUE 392.00

FOR FURTHER INFORMATION GO TO [HTTP://WWW.](http://WWW.)
.5% int. rate will be charged monthly on
Make checks payable to: Willowbrook at L

T
O

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 11/17/2021

Member Name: [REDACTED]

Account Number: [REDACTED]

Due from Prior Years:	0.00
2022 Maintenance Fee:	473.00
Total Amount Due*:	473.00
Is Due:	01/31/2022

102B E ▲ 002035
[REDACTED]



Payable only in U.S. funds
[REDACTED]

Exhibit I-1

Willowbrook

at LAKE HARMONY

BIENNIAL MEMBERSHIP CERTIFICATE

MEMBERSHIP # [REDACTED]

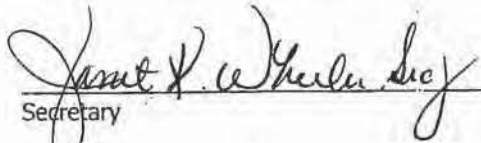
Timeshare Vacation Plan

This is to certify that:

[REDACTED]

are owners of a Biennial Timeshare Vacation License at Willowbrook at Lake Harmony, Pennsylvania, for the earlier to occur of ninety-nine (99) years or December 31, 2110, at which time all Vacation Licenses will expire. Such License to include the right to occupy a Two Bedroom unit in Red Season, more fully described as [REDACTED] / Interval (EVEN) [REDACTED] every other year pursuant to the terms and conditions of the Vacation Reservation Agreement dated the 22nd day of June 2005 A.D.

In witness Whereof, Vacation Charters, Ltd. has caused this certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed.


Secretary

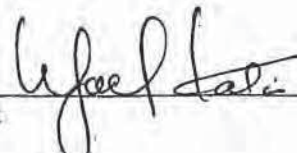

President

Exhibit I-2

F

R STABILIS SPLIT ROCK JV, LLC

O P.O. BOX 547-B

M LAKE HARMONY

PA 18624

Phone: (888) 218-6370

RETAIN THIS PORTION FOR YOUR RECORDS

ACCT# [REDACTED] INVOICE DATE 01/01/20

RETURN THIS PORTION WITH PAYMENT

ACCT# [REDACTED] INVOICE DATE 01/01/20

CURRENT CHARGE

01/01/20 20-MNT

716.00

TOTAL DUE

716.00

CURRENT CHARGE

01/01/20 20-MNT

716.00

TOTAL DUE

716.00

FOR FURTHER INFORMATION GO TO [HTTP://WWW.SPLITROCKOWNER.COM/](http://WWW.SPLITROCKOWNER.COM/)

.5% int. rate will be charged monthly on unpaid balances. DUE BY 01/31/20

Make checks payable to: Willowbrook at Lake Harmony

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M/M

[REDACTED]

[REDACTED]

[REDACTED]

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 04/21/2021

Member Name:

Account Number:

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00
Total Amount Due:	716.00
Is Due:	Upon Receipt

104 E ▲ 005321

Payable only in U.S. funds

PAST DUE NOTICE
2021 Maintenance Fee

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

Please do not combine this payment with any other payment.

Please forward payment via cashiers check, money order or personal check drawn on a U.S. dollar account.

We cannot accept checks drawn on Canadian or other currency amount.

Should you have questions, please call: from the US and Canada at 1 (855) 206 2366 (if outside U.S. and Canada at +52 (332) 101 0036).

or E-mail: memberexp@belaiownerscircle.com & clubdirector@belaiownerscircle.com or www.belaiownerscircle.com. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time).

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Invoice Date: 04/21/2021

Member Name:

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00

***Amount Due: \$716.00

***AMOUNT ENCLOSED \$ _____

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 05/27/2021

Member Name: [REDACTED]

Account Number: [REDACTED]

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00
Total Amount Due:	716.00
Is Due:	Upon Receipt

Payable only in U.S. funds**PAST DUE NOTICE****2021 Maintenance Fee**

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

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REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number: [REDACTED]

Member Name: [REDACTED]

Invoice Date: 05/27/2021

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00

*****Amount Due:** \$716.00*****AMOUNT ENCLOSED** \$

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

14:08:50 02-27-2023 6 / 15

Invoice Date: 06/16/2021

Member Name:

Account Number:

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00
Total Amount Due:	716.00
Is Due:	Upon Receipt

104 E ▲ 004794

Payable only in U.S. funds

PAST DUE NOTICE
2021 Maintenance Fee

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

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REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 06/16/2021

Is Due: Upon Receipt

Check if address/phone change _____

Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years: 716.00
2021 Maintenance Fee: 0.00
Unpaid Late Charges: 0.00

***Amount Due: \$716.00

***AMOUNT ENCLOSED \$ _____

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

14:09:17 02-27-2023 7/15

Invoice Date: 07/16/2021

Member Name:

Account Number:

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00
Total Amount Due:	716.00
Is Due:	Upon Receipt

Payable only in U.S. funds

PAST DUE NOTICE
2021 Maintenance Fee

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

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REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 07/16/2021

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years: 716.00
2021 Maintenance Fee: 0.00
Unpaid Late Charges: 0.00

***Amount Due: \$716.00

***AMOUNT ENCLOSED \$ _____

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 08/17/2021

Member Name:

Account Number:

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00
Total Amount Due:	716.00
Is Due:	Upon Receipt

104 E ▲ 001694

Payable only in U.S. funds

PAST DUE NOTICE **2021 Maintenance Fee**

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

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or E-mail: memberexp@belaiownerscircle.com & clubdirector@belaiownerscircle.com or www.belaiownerscircle.com. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time).

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 08/17/2021

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00

***Amount Due: \$716.00

***AMOUNT ENCLOSED \$ _____

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 09/17/2021

Member Name:

Account Number:

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00
Total Amount Due:	716.00
Is Due:	Upon Receipt

104 E ▲ 002430

Payable only in U.S. funds

PAST DUE NOTICE
2021 Maintenance Fee

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

Please do not combine this payment with any other payment.

Please forward payment via cashiers check, money order or personal check drawn on a U.S. dollar account.

We cannot accept checks drawn on Canadian or other currency amount.

Should you have questions, please call: from the US and Canada at 1 (855) 206 2366 (if outside U.S. and Canada at +52 (332) 101 0036).

or E-mail: memberexp@belaiownerscircle.com & clubdirector@belaiownerscircle.com or www.belaiownerscircle.com. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time).

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 09/17/2021

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years:	716.00
2021 Maintenance Fee:	0.00
Unpaid Late Charges:	0.00

***Amount Due: \$716.00

***AMOUNT ENCLOSED \$ _____

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 11/17/2021

Member Name:

Account Number:

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Total Amount Due*:	1,563.00
Is Due:	01/31/2022

102B E ▲ 003295



Payable only in U.S. funds

Year 2022 Maintenance Fee Assessment

Late charges are assessed on past due amounts only. Additional late charges may be added if your payment is not received within the guidelines provided by your resort. In some instances, because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due. Please pay by: 01/31/2022.

For maintenance fee information, contact us from the US and Canada 1 (855) 206-2366; if outside U.S. and Canada at +52 (332) 101-0036. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time). Please refer to your account number above when requesting information. Have you moved? Has your phone number changed? Please let us know by completing the back of your payment coupon.

Members who pay the 2022 Maintenance Fee Due on or before December 15, 2021 will receive the \$20.00 service fee waived.

**For discount please contact us by phone numbers or mail a check.

**As stipulated by Mexican law, taxes of 16%(VAT) and 3% (Lodging Service) are already included.

**IF you owe Maintenance Fee prior 2022 we can help. Please call us from US and Canada at +1 (855)206 2366, and from Mexico at +52 (332)101 0036.

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 11/17/2021

Is Due: 01/31/2022

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years: 716.00
2022 Maintenance Fee: 847.00

***Amount Due: \$ 1,563.00

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

***AMOUNT ENCLOSED \$ _____

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 04/21/2022

Member Name:

Account Number:

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	16.54
Total Amount Due:	1,579.54
Is Due:	Upon Receipt

104 E 000709

Payable only in U.S. funds

PAST DUE NOTICE
2022 Maintenance Fee

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

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We cannot accept checks drawn on Canadian or other currency amount.

Should you have questions, please call: from the US and Canada at 1 (855) 206 2366 (if outside U.S. and Canada at +52 (332) 101 0036).

or E-mail: memberexp@belaiownerscircle.com & clubdirector@belaiownerscircle.com or www.belaiownerscircle.com. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time).

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 04/21/2022

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	16.54

***Amount Due: \$1,579.54

***AMOUNT ENCLOSED

\$ _____

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 05/17/2022

Member Name:

Account Number:

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	33.08
Total Amount Due:	1,596.08
Is Due:	Upon Receipt

104 E ▲ 006476

Payable only in U.S. funds

PAST DUE NOTICE
2022 Maintenance Fee

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

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or E-mail: memberexp@belaiownerscircle.com & clubdirector@belaiownerscircle.com or www.belaiownerscircle.com. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time).

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 05/17/2022

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	33.08

***Amount Due: \$1,596.08

***AMOUNT ENCLOSED

\$ _____

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 06/21/2022

Member Name:

Account Number:

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	49.62
Total Amount Due:	1,612.62
Is Due:	Upon Receipt

Payable only in U.S. funds

PAST DUE NOTICE
2022 Maintenance Fee

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

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or E-mail: memberexp@belaiownerscircle.com & clubdirector@belaiownerscircle.com or www.belaiownerscircle.com . Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time).

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 06/21/2022

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	49.62

***Amount Due: \$1,612.62

***AMOUNT ENCLOSED

\$

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 07/20/2022

Member Name:

Account Number:

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	66.16
Total Amount Due:	1,629.16
Is Due:	Upon Receipt

104 E 002607

Payable only in U.S. funds

PAST DUE NOTICE **2022 Maintenance Fee**

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

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or E-mail: memberexp@belaiownerscircle.com & clubdirector@belaiownerscircle.com or www.belaiownerscircle.com. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time).

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 07/20/2022

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	66.16

***Amount Due: \$1,629.16

***AMOUNT ENCLOSED

\$ _____

Remit To:

Split Rock
Vacation Charters, Ltd.
P.O Box 513025
Los Angeles, CA 90051-1025

Split Rock
Vacation Charters, Ltd.
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 08/17/2022

Member Name:

Account Number:

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	82.70
Total Amount Due:	1,645.70
Is Due:	Upon Receipt

104 E ▲ 001111

Payable only in U.S. funds

PAST DUE NOTICE
2022 Maintenance Fee

To avoid additional penalties, full payment must be received Upon Receipt. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, a remaining balance may still be due.

Please do not combine this payment with any other payment.

Please forward payment via cashiers check, money order or personal check drawn on a U.S. dollar account.

We cannot accept checks drawn on Canadian or other currency amount.

Should you have questions, please call: from the US and Canada at 1 (855) 206 2366 (if outside U.S. and Canada at +52 (332) 101 0036).

or E-mail: memberexp@belaiownerscircle.com & clubdirector@belaiownerscircle.com or www.belaiownerscircle.com. Office hours are 8:00 AM to 7:00 PM Mondays through Fridays (Central Standard Time). Saturdays from 8:00 AM to 2:00 PM (Central Standard Time).

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number:

Member Name:

Invoice Date: 08/17/2022

Is Due: Upon Receipt

Check if address/phone change _____
Record new information on reverse side

Check payable to: Vacation Charters, Ltd.

Due from Prior Years:	716.00
2022 Maintenance Fee:	847.00
Unpaid Late Charges:	82.70

***Amount Due: \$1,645.70

***AMOUNT ENCLOSED \$ _____

Remit To:

Split Rock
P.O Box 513025
Los Angeles, CA 90051-1025

Exhibit J-1

MF Annual

Disabled

E-Statements

Disabled

[\\$ Make a Payment](#)

[Automatic Payments](#)

[E-Statements](#)

[Change Payment Plan](#)

SummaryDueTransaction History

Year2021Receivable Type1 - MaintenanceConfirmation #Transaction Code- All Transaction Codes -Payment Code- All Payment Codes -AmountFrom

ToFilterClear

Date	Receivable Type	Transaction Code	Year	Due Date	Payment Code	Invoice	Payment	Balance
12/3/2020	1 - Maintenance	652 - Service Charge	2021	1/31/2021	100 - Invoice	\$20.00	\$0.00	\$20.00
12/3/2020	1 - Maintenance	661 - Maint. Dues	2021	1/31/2021	100 - Invoice	\$770.00	\$0.00	\$790.00
3/11/2021	1 - Maintenance	652 - Service Charge	2021	1/1/1970	889 - CC Lockbox	\$0.00	(\$20.00)	\$770.00
3/11/2021	1 - Maintenance	661 - Maint. Dues	2021	1/1/1970	889 - CC Lockbox	\$0.00	(\$770.00)	\$0.00

Export as CSV

Disabled

- \$ Make a Payment
- Automatic Payments
- E-Statements
- Change Payment Plan

Summary Due Transaction History

Show All

Item	Year	Due Date	Amount	Applied
Service Charge	2023	01/31/2023	\$20.00	\$20.00
Maint Dues	2023	01/31/2023	\$889.00	\$889.00
Totals:			\$909.00	

Inventory

Item	Fee
	\$889.00

Make Checks Payable To

Vacation Charters, Ltd.
P.O. Box 513025
Los Angeles, CA 90051-1025

Exhibit J-2



April 1st, 2021

██████████
Agent – Office of the Attorney General
Bureau of Consumer Protection
Harrisburg Office
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
██████████

Ref: Consumer Complaint – ██████████ –
██████████

██████████
We have received the Consumer Complaint filed with your office by ██████████ ("Purchaser") identified under number ██████████ (the "Complaint"). In summary, the Complaint contests the authority of Willowbrook at Lake Harmony (the "Resort") to impose a fee (the "Resort Fee"), for the use of the facilities at the Resort pursuant to the Vacation License acquired by Purchaser.

As you will probably extract from the facts and rationale conveyed by this document, not only is the Resort entitled to charge a Resort Fee, but, most importantly, it will reflect in the benefit of our members and guests by enhancing their overall experience.

We make reference to the documents governing the relationship between the Resort and the Purchase and that ultimately evidence a right to impose a Resort Fee. See a brief transcription of the applicable clauses, a complete copy of the documents described hereafter are included as exhibits to this document.

1.- Pennsylvania Public Offering Statement – Willowbrook at Lake Harmony- Clause 10 – Find it attached as Exhibit 1.

The last part of this document clearly represents that the Resort can levy additional fees, apart from the maintenance fees **"Additional fees for the use of facilities and recreational activities may be charged separately"**.

The argument is self-evident in the sense that from the start, the Resort intended to reserve a right to modify the terms in which the facilities are used, and users/members must reasonably be aware of this possibility. The fact that additional fees were never charged in the past, does not imply a waiver of this right by the Resort.

2.- Vacation Reservation Agreement – Willowbrook at Lake Harmony – Using Willowbrook and other Resort Facilities – see it attached as Exhibit 2.

The final sentence specifies that, *"There is no assurance or guaranty by Owner that the recreational facilities described in the Willowbrook at Lake Harmony Disclosure Statement will always be available for use by purchasers. **Owner reserves the right** to sell, discontinue, alter and replace such facilities at any time and from time to time **and to change the fees charged to purchaser for the use of such facilities.**"*



SPLIT ROCK

HOTEL · RESORT · WATER PARK · GOLF

By *Bel Air*
COLLECTION

In a similar sense, this second reference to documents governing the relationship between the Resort and Purchaser further provides evidence in the sense that Purchaser could experience a modification to the applicable conditions at the time of purchase.

As you can probably conclude, both of the referenced documents are central to the relationship between users and the developer or manager of the Resort.

Despite of our unambiguous intention to evidence our rightful capacity of imposing the contested Resort Fee, it is also important to establish that timeshare users at the Resort in general are currently recipient of additional benefits that they did not receive when they signed their contracts. In accordance to our global standards, we expect such additional benefits to continue expanding in the future, for the benefit our club members.

The current benefits offered to our club members include (i) complimentary comfort food during their stay, (ii) the use, at no extra cost, of some facilities that were previously charged for, , (iii) the "Welcome Delights Program" (that offers a glass of champagne to our guests), (iv) early bird breakfast at no cost, (v) the "Tea Time Delight", (vi) the "Sunset Corner" (which offers a glass of sparkling wine to our club members at our trademark Poconos sunsets), (vii) ten dollar gift card for the Arcade Area at the Resort, and (viii) free laundry service during their stay. All of the previous is included for our guests in the USD \$20.00 Resort Fee. It is important to mention that such Resort Fee is charged per key, per night at the Resort for up to 4 persons in one bedroom (one room-key) and up to 6 persons (two-room keys)..

We understand the discomfort that may arise from the resort fee, as it was previously not in place, but this is an issue that can be solved by means of making users aware of such fee and of the benefits associated to it. A matter that has been addressed in order for users/members to be fully aware of the benefits they are entitled too with the payment of the Resort Fee.

We can gladly make any other arrangements that you suggest in order to settle this matter, including preparing an official and comprehensive document that exposes our right to impose these fees on users, and any other conciliatory measures that you may deem useful.

I look forward to hearing from you.

Louis N Del Rosso
ASSET MANAGER
SPLIT ROCK INVESTMENTS, LLC

Exhibit K-1

From: reservations1@belaiownerscircle.com,

To: [REDACTED]

Subject: [REDACTED] | RESERVATION

Date: Mon, May 17, 2021 4:45 pm

Attachments: CAMPAIGN_2076713_1279 (9) (1) (1).pdf (208K), CAMPAIGN_2076713_1260 (10) (1) (1).pdf (1861K), CAMPAIGN_2076713_1366 (8) (1) (1).pdf (178K), CAMPAIGN_2076713_1239 (1) (8) (2) (1).pdf (9884K), CAMPAIGN_2076713_1243 (1) (8) (1) (1).pdf (1814K), CAMPAIGN_2076713_1239 (1) (8) (1) (1).pdf (9884K),



Dear member we just want to make sure of your booking and also for letting you know that to make the reservation, we need you to make the payment of the Resort Fee, this fee includes some of the activities and services in the resort, it's \$21.20 dls per room, per night, i send you the information of the Resort fee and i'll appreciate it if you can send me your phone # for reach you, make the payment and book.

<https://splitrockhotel.com/resort-fee/>

<http://r.c.thycollection.com/3g97vweuqk5t7e.html?t=1620687242>

Destination: Poconos

Check-in: 2021-08-15

Check-out: 2021-05-22

Please reply to this email to confirm you receive it.
Feel free to contact me if you have any questions or concerns
Kind regards

Exhibit K-2

26. Consumer name: [REDACTED] - [REDACTED]

Our company has obtained ownership of Split Rock Resort in the latter part of 2020 during the pandemic. We recognize that the resort needs upgrading in many respects and have to date invested in common areas and room restoring. The pandemic has presented many challenges. We simply request patience from our clients and customers while we work toward creating a satisfying vacation experience.

We understand and acknowledge the concern and discomfort with the *Resort Fee* that was recently imposed. Although the timeshare agreement and the disclosure documents allow for such a fee to be imposed, this was a practice that was not procured in previous years and thus has created resistance for some of our owners.

The *Resort Fee* has accounted for part of the general repair work for our facilities, more than USD \$2,000,000.00 have been invested in public areas, and it has allowed the resort to offer a quality standard that was not observed for the last years in trying times where the hospitality industry has faced high inflation rates which and an unprecedented labor shortage. We continue to work toward satisfying our customers.

Contact information for our reservation and timeshare services personnel is displayed in the billing sent to owners, our business URL and social networks, see them hereafter: reservations@belaiowners.com and/or memberservices@belaiowners.com and/or exchanges@belaiowners.com or call at 855 206 2366. More than 3,500 of our owners have accomplished this during 2021.

We can offer free breakfast for two persons during the extent of their stay next time they use their timeshare with us.

Exhibit L-1

Willowbrook

a t L A K E H A R M O N Y

BIENNIAL MEMBERSHIP CERTIFICATE

MEMBERSHIP # [REDACTED]

Timeshare Vacation Plan

This is to certify that:

[REDACTED]

is an owner of a Biennial Timeshare Vacation License at Willowbrook at Lake Harmony, Pennsylvania, for the earlier to occur of ninety-nine (99) years or December 31, 2110, at which time all Vacation Licenses will expire. Such License to include the right to occupy a Two Bedroom unit in Red Season, more fully described as Unit [REDACTED] / Interval (ODD) [REDACTED], every other year pursuant to the terms and conditions of the Vacation Reservation Agreement dated the 22nd day of April 2006 A.D.

In witness Whereof, Vacation Charters, Ltd. has caused this certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed.

[Signature]
Secretary

[Signature]
President

Exhibit L-2

Split Rock
P.O. Box 96058
Las Vegas, NV 89193

Invoice Date: 07/25/2023

Member Name: [REDACTED]

Account Number: [REDACTED]

Due from Prior Years:	0.00
2023 Maintenance Fee:	909.00
Unpaid Late Charges:	71.12
Total Amount Due:	980.12
Due Date:	Upon Receipt

Payable only in U.S. funds

PAST DUE NOTICE
2023 Maintenance Fee

To avoid additional penalties, full payment must be received upon receipt. Interest, and late charges are assessed on past due amounts only. Additional interest and late charge may be added if your payment is not received within the guidelines provided by your resort. The amounts reflected herein are calculated as of the date hereof and interest, late charges and other amounts may continue accrue after the date hereof until paid in full. Hence, in some instance if you pay the amount shown above, additional amounts arising after the date hereof may still be due.

Please do not combine this payment with any other payment.
Please forward payment via cashiers check, money order or personal check drawn on a U.S. dollar account.

We cannot accept checks drawn on Canadian or other currency amount.

Should you have questions, please call: from the US at (888) 422-1552 , or E-mail: memberexp@belaiownerscircle.com & clubdirector@belaiownerscircle.com or www.belaiownerscircle.com . Office hours are 8:00 AM to 7:00 PM Monday through Friday (Central Standard Time). Saturday from 8:00 AM to 2:00 PM (Central Standard Time).

California Debt Collections License #10064-99

REMIT BOTTOM COUPON WITH YOUR CHECK. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Account Number: [REDACTED]

Member Name: [REDACTED]

Check if address/phone change _____
Record new information on reverse side

Check payable to: Split Rock

Invoice Date: 07/25/2023

Due Date: Upon Receipt

Due from Prior Years: 0.00
2023 Maintenance Fee: 909.00
Unpaid Late Charges: 71.12

***Amount Due: \$980.12

***AMOUNT ENCLOSED \$ _____

Remit To:

Split Rock
P.O Box 513025
Los Angeles, CA 90051-1025

Exhibit M-1

Date: Nov 13, 2016

Split Rock Development, LLC.

Charter Membership Certificate

This Certificate entitles [REDACTED] / [REDACTED] to all the benefits of a Charter Member with Split Rock Vacations, including but not limited to the following:

- Discount Tickets at H2O0000h Water Park
 - Day Usage 365 days a year of the facilities.
Pools, Lake, Spa, Fitness Center, Mini Golf, Tennis Courts, Game Room, Basketball Courts, Aerobic Center, Bike Rentals and a Whole Lot More!
 - Use of Lake Harmony.
 - Discount at Gift Shop.
 - Discount on Hotel Accommodations
 - Discount at Split Rock Golf Course and Pro shop.
 - Discount at the Sunset Green Restaurant
 - Discount at all Split Rock Restaurants and Bars
 - Movie Theater / Mini Golf / Bowling
 - Use of V.I.P. Referral Program
- May be discontinued at the sole discretion of Split Rock Vacations*

* Discounts may change at any time at the sole discretion of Split Rock Vacations, Split Rock Development, LLC. And Split Rock Golf Club.

* Some activities require Fees.

* Day Pass is required for all timeshare owners to receive discounts.

Split Rock Vacations Membership Card

This Card entitles

[REDACTED]

To all Rights and Privileges of a
Charter Member of Split Rock Vacations.



SPLIT ROCK
WATER • GOLF • RESORT • VACATIONS

*Please present this card when
obtaining A Day Pass.*

Split Rock Vacations Membership Card

This Card entitles

[REDACTED]

To all Rights and Privileges of a
Charter Member of Split Rock Vacations.



SPLIT ROCK
WATER • GOLF • RESORT • VACATIONS

*Please present this card when
obtaining A Day Pass.*

F STABILIS SPLIT ROCK JV, LLC
P.O. BOX 547-B
LAKE HARMONY PA 18624
Phone: (888) 218-6370

RETAIN THIS PORTION FOR YOUR RECORDS

ACCT# [REDACTED] INVOICE DATE 05/09/17

PREVIOUS BALANCE

373.00

TOTAL DUE

373.00

ACCT# [REDACTED] INVOICE DATE 05/09/17

PREVIOUS BALANCE

373.00

TOTAL DUE

373.00

Exhibit M-2

From: Andrés Bolaños collection6@belaiownerscircle.com
Subject: Re:
Date: October 19, 2022 at 9:31 AM
To: [REDACTED]

AB

Dear Member:

Your Account will be sent to the Collection Agency.

There is no further and proper response to our emails and calls. This is why you are about to be sent to a collecting agency.

What can a collection agency do??

The collection agency could charge up to 25%
to 35% extra fee.

With Splitrock you just need to pay your balance!

They don't offer a monthly payment program!

We have a monthly payment program that can help you to be current and enjoy the new split rock.

They can't waive late fees!

We can make the follow-up of your payments and offer you an arrangement to waive your late fees.

they will affect your credit history!

This is important because you can lose job opportunities, Loans for your car, house and so much more, we can help you to clean your credit history with us.

Call me or reply to this email!

855-206-2366 extension 2

PLEASE CALL BACK OR YOU WILL BE SENT TO

COLLECTION AGENCY

We are the only ones who can offer you an arrangement!



CONFIDENTIALITY NOTICE: This email transmission, including any attached files, may contain confidential information and is intended only for use by the individual(s) to whom it is addressed. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the original transmission and attachments without reading or saving them in any manner. Thank you.



Remitente notificado con
[Mailtrack](#)

Exhibit N

From:
Sent:
To:
Subject:

[EXTERNAL] Fwd: Split Rock Resort Account; Due Date notification

----- Forwarded message -----

From: **Eduardo Nava** <collection7@belairownerscircle.com>

Date: Mon, Apr 10, 2023, 2:27 PM

Subject: Split Rock Resort Account; Due Date notification

To: [@gmail.com>](mailto:), [@gmail.com>](mailto:), [@gmail.com>](mailto:),
[@gmail.com>](mailto:), [@gmail.com>](mailto:), [@gmail.com>](mailto:),
[@yahoo.com>](mailto:), [@yahoo.com>](mailto:), [@gmail.com>](mailto:),
[@yahoo.com>](mailto:), [@yahoo.com>](mailto:), [@gmail.com>](mailto:),
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[@aol.com>](mailto:), [@gmail.com>](mailto:), [@gmail.com>](mailto:), [@gmail.com>](mailto:),
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[@yahoo.com>](mailto:), [@aol.com>](mailto:), [@yahoo.com>](mailto:),
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[@yahoo.com>](mailto:), [@YAHOO.COM>](mailto:), [@yahoo.com>](mailto:),
[@comcast.net>](mailto:), [@gmail.com>](mailto:), [@hotmail.com>](mailto:), [@live.com>](mailto:),

@gmail.com>, @yahoo.com>, @gmail.com>,
@hotmail.com>, @ghi.coop>, @gmail.com>,
@gmail.com>, @gmail.com>, @aol.com>,
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@gmail.com>, @gmail.com>, @icloud.com>,
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@gmail.com>, @gmail.com>, @yahoo.com>,
@outlook.com>, @yahoo.com>, @gmail.com>,
@gmail.com>, @gmail.com>, @yahoo.com>,
@icloud.com>, @gmail.com>, @gmail.com>,
@gmail.com>, @lorettosystem.org>, s@yahoo.com>,
@yahoo.com>, @gmail.com>, @yahoo.com>,
@icloud.com>, @yahoo.com>, @gmail.com>,
@hotmail.com>, @yahoo.com>, @gmail.com>,
@gmail.com>, @aol.com>,
@gmail.com>, @msn.com>, @gmail.com>,
@yahoo.com>, @outlook.com>, <act1auto@yahoo.com>,
@gmail.com>, @cs.com>, @hotmail.com>,
@gmail.com>, @gmail.com>, @gmail.com>,
@icloud.com>, @gmail.com>, @gmail.com>,
@hotmail.com>, @gmail.com>, @aol.com>,
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@aol.com>, @yahoo.com>, @gmail.com>,
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@yahoo.com>, @student.ccnj.edu>, @gmail.com>,
@gmail.com>, @aol.com>, @gmail.com>, @aol.com>,
@gmail.com>, @gmail.com>, @icloud.com>, @yahoo.com>,
@gmail.com>, @live.com>, @verizon.net>,
@sbcglobal.net>, @me.com>, @yahoo.com>,
@gmail.com>, @embarqmail.com>, @gmail.com>,
@peoplepc.com>, @gmail.com>, @frontier.com>,
@yahoo.com>, @yahoo.com>, @gmail.com>,
@gmail.com>, @hotmail.com>, @yahoo.com>, @yahoo.com>,
@yahoo.com>, @hotmail.com>, @yahoo.com>

[REDACTED]@yahoo.com>, [REDACTED]@gmail.com>, [REDACTED]@yahoo.com>,
[REDACTED]@yahoo.com>, [REDACTED]@gmail.com>, [REDACTED]@ymail.com>, [REDACTED]
[REDACTED]@gmail.com>, [REDACTED]@hotmail.es>, [REDACTED]@hotmail.com>,
[REDACTED]@gmail.com>, [REDACTED]@gmail.com>, [REDACTED]@gmail.com>, [REDACTED]
[REDACTED]@aol.com>, [REDACTED]@icloud.com>, [REDACTED]@gmail.com>,
[REDACTED]@gmail.com>

IMPORTANT

Dear Member, this is Nava from Split Rock Resort;

I am contacting you because you are past due on the **LOAN** provided and I want to help you find the best option for you because **the debt will only increase over time.**

Let's get in touch to work together on this, **it's the only way to prevent** your account from being **assigned to a collection agency automatically by the system.**

You can reply to this email or call the number I provide and ask for Nava at extension number 6. In my experience, I am sure we will be able to find something that suits you.

888 422 1552

Don't hesitate to let me know if there is anything I can help you with.



EDUARDO NAVA
Financial Agent

428 Moseywood Road, Lake Harmony, PA 18624
888 - 422 - 1552
collection7@belairownerscircle.com
www.belairownerscircle.com



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