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CIVIL DIVISION

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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, MORRIS COUNTY
DOCKET NO. MRS-C - 74-09

ANNE MILGRAM, Attorney General of the State of
New Jersey, and DAVID M. SZUCHMAN, Director of
the New Jersey Division of Consumer Affairs,

Civil Action

Plaintiffs,

v.

DARYL T. TURNER, individually and d/b/a
DREAMWORKS VACATION CLUB,
DREAMWORKS VACATIONS, DREAMWORKS,
BENTLEY TRAVEL and LA BONNE VIE TRAVEL;
FIVE POINTS TRAVEL COMPANY; DREAM
VACATIONS INTERNATIONAL, INC, JANE AND
JOHN DOES 1-20, individually and as owners, officers,
directors, shareholders, founders, managers, agents,
servants, employees representatives and/or independent
contractors of DARYL T. TURNER, individually and
d/b/a DREAMWORKS VACATION CLUB,
DREAMWORKS VACATIONS, DREAMWORKS,
BENTLEY TRAVEL and LA BONNE VIE TRAVEL;
FIVE POINTS TRAVEL COMPANY; DREAM
VACATIONS INTERNATIONAL, INC and XYZ
CORPORATIONS, 1-20,

Defendants.

**FIRST AMENDED
VERIFIED COMPLAINT**

Plaintiffs Anne Milgram, Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and David M. Szuchman, Director of the New Jersey Division of Consumer Affairs (“ Director”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey , by way of this Verified Complaint state:

PRELIMINARY STATEMENT

1. Since at least January 2007, Daryl T. Turner (“Turner”), who has conducted business under the names Dreamworks Vacation Club, Dreamworks Vacations Dreamworks (collectively, “Dreamworks”), Bentley Travel and La Bonne Vie Travel, and his companies Five Points Travel Company (“Five Points Travel”) and Dream Vacations International, Inc. (“DVI”) (collectively, “Defendants”), have advertised, offered for sale and sold vacation club membership packages (“Vacation Package ”) to consumers in the State of New Jersey (“State” or “New Jersey”) and elsewhere. Defendants enticed consumers into making such purchases through the following: (a) direct mailings that included the trademarks of well-known and trusted airlines, hotels, car rental agencies and restaurants; (b) mail flyers and other solicitations that advised consumers that they were entitled to receive complimentary round trip tickets, hotel accommodations, dinners, car rentals and/or gas cards; (c) representations as to the Defendants’ ability to secure for consumers large discounts on air fares, accommodations at luxury, five-star hotels; and (d) representations, during sales presentations, that consumers would receive free cruises and all-inclusive vacations in Mexico and other destinations if they purchased the Vacation Package. Consumers spent thousands of dollars up front for Vacation Packages, which, as they subsequently found, were really “too good to be true.”

2. As detailed below, through their advertisement and sale of the Vacation Package, Defendants engaged in the unauthorized use of the company trademarks, failed to provide consumers with their complimentary items or services and failed to provide consumers with travel arrangements at the price and of the quality represented prior to purchase. In essence, the Vacation Packages were worthless. Once consumers realized that Defendants could not – or would not – provide the represented Vacation Package, they attempted to cancel their contracts, to no avail.

3. Defendants' conduct constitutes multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), as well as the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"). The Attorney General and Director submit this Verified Complaint in connection with an Order to Show Cause with Temporary Restraints to prevent any more consumers from being victimized by Defendants' deceptive practices.

PARTIES AND JURISDICTION

4. The Attorney General is charged with the responsibility of enforcing the CFA, N.J.S.A. 56:8-1 et seq., and the regulations promulgated thereunder, N.J.A.C. 13:45A-1.1 et seq. ("CFA Regulations") including the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq. The Director is charged with the responsibility of administering the CFA and the CFA Regulations on behalf of the Attorney General.

5. By this action, the Attorney General and Director (collectively, "Plaintiffs") seek injunctive and other relief for violations of the CFA and the relevant Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19. Venue is proper in Morris County, pursuant to R. 4:3-2, because it is a county in which

Defendants have advertised and/or conducted business and in which they maintained a principal place of business address.

6. Upon information and belief, at all relevant times, Defendant Turner has been the sole proprietor, owner, officer, director and/or operator of Dreamworks, Bentley Travel and La Bonne Vie Travel and has transacted business as Dreamworks, Bentley Travel and La Bonne Vie Travel. At all relevant times, Turner has maintained a mailing address of 411 Kennebec Road, Cherry Hill, New Jersey 08002.

7. Upon information and belief, Defendant Turner applied for and obtained a mercantile license for Dreamworks in Westampton Township in or about October 31, 2007.

8. Upon information and belief, at all relevant times, Defendant Turner, doing business as Dreamworks, Bentley Travel and La Bonne Vie Travel, has maintained business and mailing addresses of: (a) 4 Century Drive Parsippany, New Jersey 07054; (b) 279 Egg Harbor Road, Suite C, Sewell, New Jersey 08080; (c) 122 Burrs Road, Westampton, New Jersey 08060; and (d) 600 Park Avenue Suite 200, Manalapan, New Jersey 07726.

9. Upon information and belief, Dreamworks Vacation Club, Dreamworks Vacations Dreamworks, Bentley Travel and La Bonne Vie Travel are not registered as trade names nor incorporated in the State.

10. Defendant Five Points Travel is a Domestic Profit Corporation established in New Jersey on July 18, 2008. Upon information and belief, at all relevant times Five Points Travel has maintained business and mailing addresses of: (a) 4 Century Drive Parsippany, New Jersey 07054; (b) 279 Egg Harbor Road, Suite C, Sewell, New Jersey 08080; (c) 122 Burrs Road, Westampton, New Jersey 08060; and (d) 600 Park Avenue Suite 200, Manalapan, New Jersey 07726.

11. Defendant Five Points Travel's registered agent in the State is Defendant Turner, who maintains a mailing address of 411 Kennebec Road, Cherry Hill, New Jersey 08002. Upon information and belief, at all relevant times, Defendant Turner has been the sole owner, officer, director and/or operator of Five Points Travel.

12. Defendant DVI is a Domestic Profit Corporation established in Nevada on September 29, 1997. Upon information and belief, at all relevant times, DVI has maintained business and mailing addresses of: (a) 4 Century Drive Parsippany, New Jersey 07054; (b) 279 Egg Harbor Road, Suite C, Sewell, New Jersey 08080; (c) 122 Burrs Road, Westampton, New Jersey 08060; and (d) 600 Park Avenue Suite 200, Manalapan, New Jersey 07726. Defendant Turner is the President and registered agent of DVI, with a current mailing address of 411 Kennebec Road, Cherry Hill, New Jersey 08002.

13. Upon information and belief, John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors of Turner, Dreamworks, Bentley Travel, La Bonne Vie Travel, Five Points Travel, and/or DVI who have been involved in the conduct that gives rise to this First Amended Verified Complaint, but are heretofore unknown to the Plaintiffs. As these defendants are identified, Plaintiffs shall amend this First Amended Verified Complaint to include them.

14. Upon information and belief, XYZ Corporations 1 through 20 are fictitious corporations meant to represent any additional corporations that have been involved in the conduct that gives rise to this First Amended Verified Complaint, but are heretofore unknown to Plaintiffs.

As these defendants are identified, Plaintiffs shall amend this First Amended Verified Complaint to include them.

15. Turner, individually and d/b/a Dreamworks, Bentley Travel and La Bonne Vie Travel; Five Points Travel and DVI are collectively referred to as “Defendants.”

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

16. At all relevant times Defendants have advertised, offered for sale and sold merchandise to consumers in this State and elsewhere, including, but not limited to, the sale of Vacation Packages.

17. At all relevant times, Defendants have advertised as “Dreamworks Vacation Club”, “Dreamworks Vacations”, “Dreamworks”, “Bentley Travel”, “La Bonne Vie Travel”, “Five Points Travel Club” and “DVI”.

18. At all relevant times, Dreamworks has maintained a website at <http://dreamworksvacationclub.com/>.

19. At all relevant times, Bentley Travel has maintained a website at <http://www.bentleytravel.net/>.

20. At all relevant times, La Bonne Vie Travel has maintained a website at <http://labonnevietravel.net/>.

21. At least since January 2007 and in their sale of Vacation Packages, Defendants have represented that consumers would have access to luxury five-star accommodations at discount prices. After consumers purchased these Vacation Packages, they discovered that they would not have access to luxury five-star accommodations at discount prices.

22. At least since January 2007 and in their sale of Vacation Packages, Defendants have represented that consumers are entitled to discounted airfares, hotel accommodations and car rentals. After consumers purchased these Vacation Packages, they discovered that they would not be entitled to these discounts.

23. Defendants offered for sale and/or sold these Vacation Packages through sales presentations. Many of these presentations were held at Defendants' business locations at : (a) 4 Century Drive Parsippany, New Jersey 07054; (b) 279 Egg Harbor Road, Suite C, Sewell, New Jersey 08080; (c) 122 Burrs Road, Westampton, New Jersey 08060; and (d) 600 Park Avenue Suite 200, Manalapan, New Jersey 07726. At least during the period of January 8, 2008 through February 16, 2008, Defendants held presentations at the Marriott Trenton at Lafayette Yard, located at 1 West Lafayette Street, Trenton, New Jersey 08608 ("Trenton Marriott").

24. During the sales presentations, Defendants represented to consumers that they specialized in wholesale vacation travel.

25. During the sales presentations, Defendants led consumers to believe that if they purchased the Vacation Packages, they would be: (a) purchasing vacations in advance at a discount and receiving other benefits such as condominium timeshare discounts; and (b) they would be paying less for their vacations than the general public.

26. During the sales presentations, Defendants represented to consumers that, as part of the Vacation Package, they could travel almost anywhere in the world.

27. Consumers paid \$1,200 to \$8,000 upfront for the Vacation Packages.

28. During the sales presentations, Defendants failed to inform consumers that the price of the Vacation Package did not include an annual renewal fee.

29. During the sales presentations, Defendants showed consumers glossy brochures from other vacation club companies describing and depicting resort areas throughout the world and represented that consumers would be able to select vacations at those areas. After consumers entered into contracts for the Vacation Packages, they discovered that the specific resorts, areas and packages shown during the presentation were not available to them.

30. At least since January 2007, Defendants have sold consumers Vacation Packages which Defendants represented would provide specific discounts at specific hotels. After consumers purchased the Vacation Packages, they discovered that they did not have access to the specific discounts at the specific hotels.

31. At varying times, Defendants have told consumers prior to purchase of a Vacation Package that they would have the ability to select specific resorts at which to stay. After purchase, consumers learned that they were not able to select specific resorts, but only specific regions.

32. At varying times, Defendants sold consumers Vacation Packages which were represented to include the ability to book cruises for up to 65% off the regular price. Consumers who purchased these Vacation Packages discovered that the cruises available to members were actually higher in price than those offered through free travel sites open to the general public.

33. Consumers who contracted with Defendants for Vacation Packages subsequently discovered that if they accessed a free website such as Expedia, they could book airline flights and hotel accommodations at a discount greater than that offered by Defendants.

34. At varying times, Defendants distributed to consumers through the United States mail postcards and flyers utilizing the trademark, service mark and trade name of well known corporations, including: Jet Blue Airlines, United Airlines, American Airlines, U.S. Airways, Spirit

Airlines, Southwest Air Lines Company, Delta Airlines, Marriott, Sheraton, Ritz-Carlton, Enterprise Rent-A-Car, Avis Budget Group, Inc., Dollar Rent A Car, Hertz, Olive Garden, Red Lobster and Bahama Breeze.

35. At no time did Defendants have the authorization to use the trademark, service mark and/or trade name of Jet Blue Airlines, United Airlines, American Airlines, U.S. Airways, Spirit Airlines, Southwest Air Lines Company, Delta Airlines, Marriott, Sheraton, Ritz-Carlton, Enterprise Rent -A-Car, Avis Budget Group, Inc., Dollar Rent A Car, Hertz, Olive Garden, Red Lobster and Bahama Breeze.

36. At varying times, during their oral and visual presentations to consumers, Defendants represented that they are members of the Better Business Bureau (“BBB”) in good standing. Defendants have also displayed the BBB plaque at their place of business.

37. At all relevant times, Defendants were not members in good standing with the BBB.

38. At varying times, Defendants represented to consumers that they had been in business for 17 years.

39. In an effort to entice consumers to purchase Vacation Packages, Defendants advised consumers that such would entitle them to receive a free seven (7) day cruise on a Celebrity Cruise Ship. After purchase, Defendants did not offer consumers the free seven (7) day cruise on a Celebrity Cruise Ship, but rather a one (1) day local cruise on a line by the name of “Fantaseaa Cruise” for which consumers would be required to pay \$299.00 per person.

40. At varying times, Defendants advertised through direct mailers to consumers in which they represented that they would receive free of charge and/or without any obligation items and/or services, which included: (a) two (2) free round trip airline tickets to any major international airport

in the continental United States; (b) three (3) day /two (2) night getaway to be used at well known resorts and hotel chains such as Marriott, Ritz-Carlton and Sheraton; (c) dinner for two at well-known restaurant chains such as Red Lobster, Olive Garden and Bahama Breeze; (d) complimentary seven (7) day car rental with companies such as Enterprise Rent-A-Car, Hertz, Avis Budget Group, Inc. and Dollar Rent A Car; and (e) free gas coupons ranging in value anywhere from \$50.00 to \$200.00.

41. Defendants' mailers instructed consumers who sought to claim these items or services to place a telephone call. When consumers did, they were told that in order to receive the items or services, they were required to attend a 90 minute presentation about a pre-paid vacation package program to obtain the gift. Consumers who attended the presentation were not provided with the items or services.

COUNT I

VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)

42. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 41 above as if more fully set forth herein.

43. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise. . .

44. Since at least January 2007, Defendants, through their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent

contractors, have advertised, offered for sale and/or sold Vacation Packages to consumers in this State and elsewhere.

45. In so doing, Defendants, through their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives and/or independent contractors, have engaged in the use of unconscionable commercial practices, deception, false promises, misrepresentations and/or the knowing concealment, suppression or omission of material facts.

46. Defendants' conduct in violation of the CFA includes, but is not limited to, the following unconscionable commercial practices:

- a. During sales presentations, inducing consumers to purchase Vacation Packages by stating that they will receive a free seven (7) day cruise on a Celebrity Line Cruise Ship and then failing to provide the cruise once the consumers purchase the Vacation Package;
- b. During sales presentations, inducing consumers to purchase Vacation Packages by stating that they will receive an all inclusive free Mexico vacation and then failing to provide the vacation once the consumers purchase the Vacation Package;
- c. During sales presentations, inducing consumers to purchase Vacation Packages by showing them brochures with resort areas and packages that, in fact, were not available through the Vacation Package;
- d. Entering into contracts with and accepting payment from consumers for lifetime Vacation Packages and then failing to provide consumers with the contracted for Vacation Packages;
- e. Failing to honor the advertised sale terms for Vacation Packages;
- f. Failing to honor a negotiated contract;
- g. Advising consumers prior to purchase that they would have the right to cancel the contract if they were not satisfied with the Vacation Packages and then failing to permit consumers to cancel the contract;