

FILED

MAY 20 2010

Division of Consumer Affairs

AGREEMENT

The Parties to this Agreement entered into by and between the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), and Sundance Vacations Network, Inc. (“Sundance Vacations”), (collectively, the “Parties”) agree and state that:

WHEREAS this matter having been opened by the Division as an investigation in order to ascertain whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”) and/or the regulations promulgated thereunder, N.J.A.C. 13:45A-1.1 et seq. (“CFA Regulations”), have been or are being committed by Sundance Vacations (hereinafter referred to as the “Investigation”);

WHEREAS Sundance Vacations has voluntarily and fully cooperated with the Investigation;

WHEREAS Sundance Vacations denies having committed any violation of law including, but not limited to, the CFA and the CFA Regulations; and

WHEREAS the Parties desire to resolve this Investigation at this time to avoid the costs, expenses, uncertainty and delay associated with further investigation and/or litigation.

NOW THEREFORE, in consideration of the mutual promises and commitments made in this Agreement, the Parties hereby agree as follows:

1. EFFECTIVE DATE

1.1 This Agreement shall be effective on the date that it is filed with the Division. (“Effective Date”).

2. NO ADMISSION OF LIABILITY

2.1 The Parties enter into this Agreement to settle disputed claims and to avoid the cost, expense, distraction, uncertainty, delay and inconvenience that would be associated with the

continuation of the Investigation and the potential litigation of the issues. Neither the fact of, nor any provision contained in, this Agreement nor any action taken hereunder shall constitute, or be construed as: (a) an admission by Sundance Vacations that any of its acts or practices described in this Agreement are unfair or deceptive or violate the CFA and/or the CFA Regulations; (b) a concession by Sundance Vacations as to the validity of the Investigation; and (c) an approval, sanction or authorization by the Division of any act or practice of Sundance Vacations. Neither the existence of, nor the terms of this Agreement shall be deemed to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) any action or proceeding involving a Released Claim (as defined in Section 6) to support a defense asserted by Sundance, its owners, officers, directors, managers, employees, agents, representatives, successors, or affiliates, of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

3. BUSINESS PRACTICES

3.1 Sundance Vacations shall not engage in any unfair and/or deceptive acts or practices in the conduct of its business in the State of New Jersey ("State") and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended, which are applicable to the conduct of its business including, but not limited to, the CFA and the CFA Regulations.

3.2 Sundance Vacations shall not notify any person by any means, as part of an advertising plan or scheme, that he or she has won a prize and then require him or her to do any act, purchase any other item or submit to a sales promotion effort, in violation of N.J.S.A. 56:8-2.3.

4. REIMBURSEMENT PAYMENT

4.1 The Parties have agreed to resolve and close the Investigation in accordance with the terms hereof and, in accordance with N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19, upon Sundance's reimbursement of the Division's attorneys' fees and investigative costs in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) ("Reimbursement Payment").

4.2 The Reimbursement Payment shall be paid by Sundance Vacations to the Division on the Effective Date.

4.3 The Reimbursement Payment shall be made by certified check, attorney trust account check, or other guaranteed funds made payable to the "New Jersey Division of Consumer Affairs" and forwarded to the undersigned:

Nicholas Kant
Deputy Attorney General
New Jersey Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

4.4 Upon making the Reimbursement Payment, Sundance Vacations shall immediately be fully divested of any interest in, or ownership of, the moneys paid. All interest in the moneys, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division pursuant to the terms herein.

5. GENERAL PROVISIONS

5.1 This Agreement is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Agreement.

5.2 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State.

5.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Agreement and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Agreement.

5.4 This Agreement contains the entire agreement among the Parties. Except as otherwise provided herein, this Agreement shall be modified only by a written instrument signed by or on behalf of Sundance Vacations and the Division.

5.5 If any portion of this Agreement is held invalid or unenforceable by operation of law, the remaining terms of this Agreement shall not be affected.

5.6 This Agreement shall be binding upon Sundance Vacations as well as its owners, officers, directors, managers, employees, representatives, successors and any entity or device through which it may now or hereafter act, as well as any persons who have authority to control or who, in fact, control and direct its business.

5.7 This Agreement shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Agreement be used to avoid compliance with this Agreement.

5.8 Unless otherwise prohibited by law, any signatures by the Parties required for this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement.

5.9 The Parties represent that an authorized representative of each has signed this Agreement with full knowledge, understanding and acceptance of its terms and that this person has done so with authority to legally bind the respective party.

6. RELEASE

6.1 In consideration of the undertakings, mutual promises and obligations provided for in this Agreement, the Division hereby agrees to release Sundance Vacations from any and all civil claims or consumer related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Sundance Vacations arising from the Investigation, as well as the matters specifically addressed in this Agreement (the "Released Claims").

6.2 Notwithstanding any term of this Agreement, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Agreement; and (c) any claims against Sundance Vacations by any other agency or subdivision of the State.

7. ADDITIONAL PROVISIONS

- 7.1 Except as provided in the Agreement, no provision shall be construed as:
- (a) Relieving Sundance Vacations of its obligations to comply with all State and Federal laws, regulations, rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by such law, regulations or rules; or
 - (b) Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Sundance Vacations pursuant to any State or Federal law, regulation or rule, or limiting or expanding any right Sundance Vacations may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

8. NOTICES UNDER THIS AGREEMENT

8.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Sundance Vacations pursuant to this Agreement shall be sent by United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier

service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following individuals and addresses:

For the Division:

Nicholas Kant, Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

For Sundance Vacations:

Anthony T. Polvino, Esq.
Weinstock & Scavo, P.C.
3405 Piedmont Road, NE
Suite 300
Atlanta, Georgia 30305
apolvino@wslaw.net

THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE DATES UNDER THEIR RESPECTIVE SIGNATURES.

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY

By:


Sharon M. Joyce, Acting Director
Division of Consumer Affairs

Dated: May 20, 2010

FOR THE DIVISION:

PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY

By: Nicholas Kant

Nicholas Kant
Deputy Attorney General
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
(973) 648-4584

Dated: May 19, 2010

FOR SUNDANCE VACATIONS:

By: John Dowd

John Dowd, President

Sundance Vacations Network, Inc.
264 Highland Park Boulevard
Wilkes-Barre, Pennsylvania 18702

Dated: 5-12, 2010