

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

1201-0000000

GERALD SONDERMAN)
)
)
Plaintiff,)
)
v.)
)
INTERNATIONAL VACATION)
SERVICES LLC,)
Serve: Registered Agent)
International Vacations)
2408 B Whiskey Rd.)
Aiken, SC 29803)
)
Defendant.)

Case No.

Div.

JURY TRIAL DEMANDED

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PETITION FOR INDIVIDUAL AND CLASS RELIEF

Plaintiff Gerald Sonderman, on behalf of himself, and on behalf of all others similarly situated, by his attorneys Busch Simeri Fields LLC, states:

1. Plaintiff Gerald Sonderman is an individual who resides in St. Louis County, Missouri.
2. Defendant International Vacation Services LLC ("International Vacation") is a limited-liability company organized and existing under South Carolina law.
3. In June 2011, Sonderman received a postcard at his home from an entity identifying itself as Travel Services Unlimited.
4. The postcard advertised a presentation about obtaining condominium rentals.

5. On July 1, 2011, Sonderman attended the presentation advertised on the postcard. Sonderman attended the presentation with his girlfriend Helen Couch.

6. At this presentation, Sonderman and Couch were presented with a proposed agreement entitled "Membership Enrollment Agreement."

7. The Membership Enrollment Agreement did not include Travel Services Unlimited as a party, but instead, was to be between Sonderman and Couch on the one hand, and International Vacation on the other hand.

8. The Membership Enrollment Agreement states that for a total price of \$4,593, Sonderman was purchasing two condominium weeks.

9. The Membership Enrollment Agreement also states, "I/We acknowledge that I/we are purchasing a Condo Program with 2 weeks of Condo usage. I/We also understand that as a bonus, we will have access to a personal Concierge Travel Service that will help us book additional travel services at various discounted prices."

10. All parties signed the Membership Enrollment Agreement, and Sonderman paid International Vacation \$4,593.

11. A short time later, Sonderman called the number provided to inquire about reserving the two weeks of condominium usage that International Vacation had promised him.

12. The representative informed Sonderman that he was not entitled to two weeks of condominium usage, but that the company only acted as a travel

agent, and could make reservations for him.

13. Sonderman asked International Vacation refund his money, but International Vacation refused.

**Count I – Sonderman’s Individual Claim Under
the Missouri Merchandising Practices Act**

14. Sonderman adopts by reference all other averments.

15. International Vacation promised Sonderman two weeks condominium usage, and then failed to provide him with two weeks condominium usage.

16. International Vacation’s promise to Sonderman of two weeks condominium usage, and failure to provide Sonderman with two weeks condominium usage was a false promise. As such, it was a deception and unfair practice under the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.020.1. The statute defines the use of a “false promise” as an unlawful practice. Mo. Rev. Stat. § 407.020.1.

17. As a result of International Vacation’s unlawful practice, Sonderman suffered an ascertainable loss of money. Sonderman lost the \$4,593 that he paid to International Vacation, and Sonderman did not receive the two-weeks condominium usage as promised.

18. International Vacation’s conduct as described above was malicious, and either intentional or reckless to a degree sufficient to support an award of punitive damages.

19. Sonderman has incurred attorney fees, and under Mo. Rev. Stat. §

407.025.1, Sonderman is entitled to an award of attorney fees.

WHEREFORE, Sonderman requests that the Court enter a judgment awarding Sonderman his actual damages of \$4,593, attorney fees, punitive damages, pre-judgment interest, post-judgment interest, costs, and all other relief that is just.

**Count II -Class Claim Under the Missouri
Merchandising Practices Act**

20. Sonderman adopts by reference all other averments.

21. Upon information and belief, International Vacations unlawful practice of making false promises in writing to its customers has caused similar injury not only to Sonderman, but to numerous other persons.

22. Under the Missouri Merchandising Practices Act, Sonderman is authorized to institute this action as representative of a class to recover damages. Mo. Rev. Stat. § 407.025.2.

23. Sonderman seeks to represent the following class:

All persons in Missouri who for the five-year period before the commencement of this lawsuit to the present, paid money to International Vacation for use of a condominium, but did not receive the use of a condominium.

24. On information and belief, this class is so numerous that joinder of all members is impracticable.

25. There are questions of law or fact common to the class. These common questions include the following:

- a. whether International Vacation falsely promised its customers that they were purchasing condominium use;
- b. whether International Vacation's customers received the condominium time as promised;
- c. whether International Vacation's conduct in failing to provide the condominium time as promised is an unlawful practice under the Missouri Merchandising Practices Act; and;
- d. whether International Vacation acted with sufficient malice to warrant an award of punitive damages.

26. Sonderman's claims are typical of the claims of the class. All claims are based on International Vacation's false promise that it was selling its customers condominium time.

27. Sonderman will fairly and adequately protect the interests of the class. Sonderman has no conflicts of interest with class members, and Sonderman's proposed counsel for the proposed class, Butsch Simeri Fields LLC, is knowledgeable and experienced in consumer-class litigation.

28. The questions of law and fact common to members of the class predominate over any questions of law or fact affecting any member of the class and a class action is superior to other available methods for the fair and efficient resolution of this controversy.

29. The relatively small amounts of damage suffered by each class member make filing separate suits by each class member economically unfeasible.

30. No unusual difficulties are likely to be encountered in the management of this case on a class basis.

WHEREFORE, Sonderman, both individually, and on behalf of the proposed class, request that the Court grant the following relief:

a. enter an order certifying this action as a class action, and appointing Sonderman as representative of the class;

b. enter an order appointing Butsch Simeri Fields LLC as counsel for the class;

c. enter judgment in favor of Sonderman and the class awarding them their actual damages in an amount equal to all amounts that they paid for condominium time;

d. enter judgment in favor of Sonderman and the class awarding punitive damages in a sum sufficient to punish defendant for its misconduct and to deter others from such misconduct in the future;

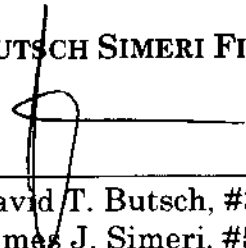
e. enter judgment awarding class counsel reasonable attorney fees and all expenses of this action, and requiring International vacation to pay the costs and expenses of class notice and claim administration;

f. enter judgment awarding Sonderman with an incentive award based on his time expended on behalf of the class; and

g. enter judgment awarding pre-judgment interest, post-judgment interest, costs, and all other relief that is just.

Jury Trial Demanded

BUTSCH SIMERI FIELDS LLC

A handwritten signature in black ink, appearing to be "David T. Butsch", is written over a horizontal line. The signature is stylized and somewhat cursive.

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