

FILED

2012 MAY 17 PM 12:13

CAUSE NO. CC-12-03059-A

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BRENNA HARRIS, SANDY OPPENHEIMER,
individually and on Behalf of All Others Similarly
Situated
Plaintiffs,

§ IN THE COUNTY COURT
§
§
§
§
§ AT LAW NO. 1

vs.

CELEBRITY PRODUCTIONS, LLC,
MEXICO V.I.P. VACATIONS, V.I.P.
VACATIONS, MEXICO VIP HOLIDAYS, *LLC*,
CLUB LAGOON, VIP TRAVEL CLUB,
SUN AND FUN TRAVEL, TRAVEL
PLANNERS INTERNATIONAL, DACOMA
TRAVEL, VIP TRAVEL, RSVP TOURS,
RSVP DREAM VACATIONS, LLC,
LC TRAVEL, JOHN DOE, JOHN DOE
Defendants

§ DALLAS COUNTY, TEXAS
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§ DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION – CLASS ACTION

COME NOW,

Plaintiffs Brenna Harris and Sandy Oppenheimer individually and on behalf of all others similarly situated (collectively, "Plaintiffs") brings this suit against Defendants Celebrity Productions, LLC, Mexico VIP Vacations, VIP Vacations, Mexico VIP Holidays, Club Lagoon, VIP Travel Club, Sun and Fun Travel, Travel Planners International, Dacoma Travel, VIP Travel, RSVP Tours, RSVP Dream Vacations, LLC, LC Travel, John Doe, and John Doe (collectively, "Defendants") to recover the damages owed to themselves and others similarly situated.

I. Discovery Control Plan

I. Discovery Control Plan

1.1. The Plaintiffs intend to conduct discovery under Level 2 of the Texas Rules of Civil Procedure.

II. Parties and Service of Citation

2.1. Plaintiff Brenna Harris is an individual and resident of DALLAS, County, TEXAS.

2.2. Plaintiff Sandy Oppenheimer is an individual and resident of CANNON CITY, COLORADO.

2.3 Defendant Celebrity Productions, LLC is a Limited Liability Company which is not registered to conduct business in the State of Texas and has its principle place of business at 13436 Oranewood Drive. Dale City, Virginia, 22193. Defendant Celebrity Productions, LLC, may be served with process on its registered agent, James C Lemley, 3929 Peshurst Lane, Unit 202, Woodbridge, Virginia, 22192.

2.4 Defendant Mexico VIP Holidays, INC is a Corporation formed in Delaware and Operating in Miami Florida. Mexico VIP Holidays, Inc. is not registered to conduct business in the State of Texas and has its principle place of business at 444 Brickell Avenue, PMB 328, Suite 51, Miami, Florida, 33131. Defendant VIP Mexico Holidays, Inc. may be served with process on its registered agent, Henry, Stoner, & Brown, P.A. 20 North Orange Avenue, Suite 600, Orlando, Florida, 32801.

2.5 Defendants VIP Vacations, Club Lagoon, VIP Travel Club, Sun and Fun Travel, Travel Planners International, Dacoma Travel, VIP Travel, RSVP Tours, RSVP

Dream Vacations, LLC, LC Travel, John Doe, and John Doe are aliases used by Defendant Celebrity Productions, LLC and Mexico VIP Holidays, Inc. The alias businesses may be served at the same agents as Defendant Celebrity Productions and Defendant Mexico VIP Holidays.

III. JURISDICTION

3.1 This Court has subject matter jurisdiction over this action as Plaintiff's damages exceed the minimum jurisdictional limits of this Court

IV. VENUE

4.1 Venue is proper in DALLAS County for the following reasons:

A. Plaintiff Brenna Harris is resident of DALLAS County

B. The events leading up to the cause of action occurred in DALLAS County.

C. Venue is proper because Defendants has done business in the county of suit.

V. BACKGROUND

5.1 On or about January 6, 2011, Brenna Harris received a vacation solicitation via her employer's fax from Defendant Celebrity Productions. The fax stated Ms. Harris could travel to the Bahamas for \$300. When Ms. Harris communicated her interest, Defendant Celebrity Productions requested a fee and forwarded Ms. Harris to Defendant VIP Vacations. VIP Vacations requested a fee and forwarded Ms. Harris to Mexico VIP Vacations. Mexico VIP Vacations requested passport verification, and

payment of approximately \$1,200.00, wired to Mexico based company Viajes Premium Por Internet Sa De CV. Ms Harris has sent numerous emails, made numerous calls, and made countless inquires to no avail. Ms. Oppenheimer had a similar experience and paid all parties similar to Ms. Harris. Ms. Oppenheimer spent approximately \$1,510.00.

5.2 Lengthy investigation reveals that all named defendants are heavily engaged in marketing deeply discounted vacations to businesses and their employees, often by fax. Promotions offer a 4/day 3 night all-inclusive package voucher to an exotic designation priced from \$99 to \$250 per person. Significant amounts of consumer complaints via the Better Business Bureau, Consumer.com, and Rip-off Report.com has indicated that the vouchers issued to consumers are impossible to redeem. Consumers are continually subjected to unending requests for additional fees for activation, taxes, port charges, etc. in order to redeem vouchers. Valid dates for the promotional rates are extremely limited. Most travel dates will incur an additional surcharge. Advertisements state vacation packages include airfare when they do not. Advertisements state vacations packages are all-inclusive when they are not.

5.3 In cases reviewed by the Better Business Bureau, consumers were required to pay additional fees ranging from \$35.00 up to \$150.00 in order to redeem that vouchers. Consumers allege that once one fee is paid, the company will attempt to collect additional fees. In addition, vouchers are not redeemable through any airline or hotel company, on the travel broker offering the promotion. Consumer requests for refunds are not honored by the company. The company has not responded to any consumer protection agency.

VI CLASS ACTION ALLEGATIONS

6.1 Plaintiffs bring this action on their own behalf, and as a class on behalf of the Class defined herein, pursuant to, and properly maintainable under Texas Law. This Class consists of potentially hundreds of consumers victimized by Defendant's deceptive practices. Specifically, Plaintiffs bring this suit on behalf of the following three Classes.

The "Initial" Class: All persons who paid for membership fees to Defendant Celebrity Productions and did not pursue the offer upon realization of Defendants intent. This Class excludes counsel representing the class and all persons employed by said counsel, governmental entities, Defendants, any entity in which Defendants have a controlling interest, Defendants' officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns, and judicial officer presiding over this matter, the members of their immediate families and judicial staff, and any individual whose interest are antagonistic to other class members.

The "Second Level" Class: All persons who paid membership and activation fees to Celebrity Productions and other Defendants of this suit. This Class excludes counsel representing the class and all persons employed by said counsel, governmental entities, Defendants, any entity in which Defendants have a controlling interest, Defendants' officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns, and judicial officer presiding over this matter, the members of their immediate families and judicial staff, and any individual whose interest are antagonistic to other class members.

The “Third Level” Class: All persons who paid membership, activation, and/or any other associated fees of the offer and/or paid for the offer in full or in part. This Class excludes counsel representing the class and all persons employed by said counsel, governmental entities, Defendants, any entity in which Defendants have a controlling interest, Defendants’ officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns, and judicial officer presiding over this matter, the members of their immediate families and judicial staff, and any individual whose interest are antagonistic to other class members.

6.2 Defendants subjected Plaintiffs and each of their respective Classes to the same unfair, unlawful, and deceptive practices and harmed them in the same manner. Now, Plaintiffs and each of their respective Classes seek to enforce the same rights and remedies pursuant to the same legal theories: (A) breach of contract; (B) breach of covenant of good faith and fair dealing; (C) fraud, deceit and concealment; (D) negligent misrepresentation; and (E) Texas Deceptive Trade Practices Act.

6.3 Numerosity: The proposed classes are so numerous that individual joinder of all their members is impracticable. While the exact number and identities are so numerous of the Class Members are unknown at this time, such information can be ascertained through appropriate investigation and discovery. It is estimated that the “Initial Class” consists of approximately 400. It is estimated that the “Second Level” Class consists of approximately 400 members purchased memberships. It is estimated the “Third Level”

Class consists of approximately 600 members. The disposition of the claims of these Class Members in a single class action will provide benefits to all parties and to the Court.

6.4 Typicality: Plaintiffs' claims are typical of the claims of their respective Classes in that they suffered similar damages resulting from a single course of conduct by the Defendants. Each of the class members asserts the same legal cause of action.

6.5 Adequacy of Representation: Plaintiffs will fairly and adequately represent and protect the interests of the Classes. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Classes, and have resources to do so. Neither plaintiffs or their counsel have any interests adverse to the Classes.

6.6 Superiority of Class Action and Impracticality of Individual Actions:

Plaintiffs and the members of the Classes suffered harm as a result of Defendants' unlawful, fraudulent, and unfair conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Individual joinder of all members of the Classes is impractical. Even if individual Class Members had the resources to pursue individual litigation, it would be unduly burdensome to the courts in which individual litigation would proceed. In addition, given Defendants very elusive nature it would be unduly burdensome upon each Class Member to locate and sue Defendants. This class action device allows a single court to provide the benefits of unitary adjudication, judicial economy, and the fair and equitable handling of all Class Members' claims in a single forum. The conduct of this action as a class action conserves the resources of the parties and of the judicial system, and protects the rights of Class

Members. Adjudication of individual Class Members claims with respect to Defendant would, as a practical matter, be dispositive of the interests of other members not parties to the adjudication and could substantially impair or impede the ability of other Class Members to protect their interests.

6.7 Common Questions of Law and Fact: The claims of Plaintiffs and of each member of the Classes predominate over any question of law or fact affecting only individual members of the Classes. Common questions of law and fact include, but are not limited to, the following:

- a. Whether Defendants breached their contract with Plaintiffs by not providing them with the vacation offer as promised.
- b. Whether Defendants breached their duty of good faith and fair dealing with Plaintiffs by not providing them with the vacation offer promised.
- c. Whether Defendants' conduct was fraudulent, deceptive and/or designed to conceal from Plaintiffs the fact that Plaintiffs would not receive their vacation offer.
- d. Whether Defendants' made negligent misrepresentations to Plaintiffs regarding Plaintiffs likelihood to receive their vacation.
- e. Whether Defendants' conduct was unfair, fraudulent, or within the meaning of the Texas Deceptive Practices Act;
- d. Whether Defendants' conduct caused harm to Plaintiffs and the Class; and
- g. Whether Plaintiffs' and the members of the Class suffered damages.

6.8 Notice: Notice can be provided via internet publication, published notice, and/or through mail and paid for by Defendants.

VII. FIRST CLAIM OF RELIEF
BREACH OF CONTRACT

- 7.1 The allegations of paragraphs 1.1 through 6.8 are re-alleged and incorporated herein by reference, and plaintiffs allege as follows a cause of action on behalf of themselves and the classes of similarity situated ticket holders.
- 7.2 Plaintiffs entered into an agreement with defendants whereby Defendants sold to Plaintiffs memberships, certificates for travel, and collected hotel and flight fees. The memberships, certificates of travel, and collection of travel fees comprise valid and enforceable contracts entitling Plaintiffs to their purchased vacations.
- 7.3 Plaintiffs fully and properly performed all conditions, covenants, and acts required to be performed on their part in accordance with the terms and conditions of the memberships, certificates, and travel fees.
- 7.4 Defendants breached their obligations under the agreement to the “Initial Class” by, among other things by offering vacation packages, collecting fees and refusing to provide the vacation.
- 7.5 Defendants breached their obligations under the agreement to the “Second Level” by, among other things, collecting membership and travel fees, and not providing the vacation contrary to prior representations.

- 7.6 Defendants breached their obligations under the agreement to the “Third Level” by, among other things, collecting membership, travel fees, hotel fee, flight fees, and other fees and failing to provide the vacation offered.
- 7.7 As a direct and proximate result of Defendants’ breaches, Plaintiffs have sustained damages including but not limited to the cost of their and travel-related expenses, membership expenses, and other associated expenses in a total amount to be determined at trial.
- 7.8 Plaintiffs accordingly seek relief set forth herein.

VIII. SECOND CLAIM FOR RELIEF
BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
(By all Plaintiff Against all Defendants)

- 8.1 The allegations of paragraphs 1.1 through 7.8 are re-alleged and incorporated herein by reference, and Plaintiffs allege as follows a cause of action on behalf of themselves and the classes of similarly situated consumers who purchased offers from the Defendants.
- 8.2 As a set forth above, Plaintiffs entered into agreement with Defendants whereby Defendants sold to Plaintiffs travel offers. These offers comprise valid and enforceable contracts entitling Plaintiffs to vacations paid for by Plaintiffs. All of the contracts contained an implied covenant of good faith and fair dealing.

- 8.3 Plaintiffs performed all, or substantially all, of the conditions, covenants, and acts required to be performed on their part in accordance with the terms and conditions of the vacation purchases.
- 8.4 Defendants unilaterally interfered with Plaintiffs' rights to receive the benefits of their agreement by: (a) failing to provide usable travel offers to the Initial Class; (b) providing offers with very little chance of the possibility of redemption while collecting fees from Plaintiffs of the Second Class; (c) failing to provide the vacation purchased by the Third Level Class, while charging additional fees.
- 8.5 As a direct and proximate result of Defendants' breaches, Plaintiffs have sustained damages, including but not limited to the cost of their membership fees, miscellaneous expenses, and travel-related expenses, in a total amount to be determined at trial.
- 8.6 Plaintiffs accordingly seek relief set forth herein.

IX. THIRD CLAIM FOR RELIEF
FRAUD, DECEIT AND CONCEALMENT
(By all Plaintiffs Against all Defendants)

- 9.1 The allegations of paragraphs 1.1 through 8.6 are re-alleged and incorporated herein by references, and plaintiffs allege as follows a cause of action on behalf of themselves and the classes of similarly situated consumers who purchased offers from the Defendants

- 9.2 In selling Plaintiffs vacation offers, Defendants made affirmative representations in the course of their business to Plaintiffs that they would have provided vacations to Plaintiffs.
- 9.3 Defendants fraudulently concealed and failed to disclose to Plaintiffs Harris and Oppenheimer members of the Initial Class that they knew membership fees would be collected, that the Initial Class would be referred to a third party after collecting fees, vacation offers were nearly impossible to redeem, and they would not guarantee any redemption of vacation.
- 9.4 Defendants fraudulently concealed and failed to disclose to Plaintiff Harris and Oppenheimer members of the Second Level Class that they would required paying membership fees and such other fees that would not be applied to vacation costs.
- 9.5 Defendants fraudulently concealed and failed to disclose to Plaintiff Harris and Oppenheimer members of the Third Level that they knew although membership, travel, hotel, and other fees were paid, that redemption of the offer would be nearly impossible to redeem and travel dates unlikely available.
- 9.6 Even though Defendants were aware of these facts, they continued to deceive Plaintiffs by representing to them throughout the process, that they would be provided vacations after payment of fees.
- 9.7 Defendants knew these representations were false well before solicitation of vacation offers by Defendants. Indeed, on information and belief, such knowledge

is demonstrated by actions taken by Defendants such as no refunds and stating they are not responsible if vacations cannot be redeemed. Defendants withheld this information with intent to deceive Plaintiffs.

9.8 Plaintiffs justifiably relied on Defendants' representations in paying money for memberships, miscellaneous fees, and vacation costs. Had Plaintiffs known the full, accurate and complete information that defendants fraudulently failed to disclose, they would not have expended such amounts.

9.9 As a result, Plaintiffs have sustained substantial damages including but not limited to including but not limited to the cost of their membership fees, miscellaneous expenses, and travel-related expenses, in a total amount exceeding \$100,000 to be determined according to proof at trial.

X FOURTH CLAIM FOR RELIEF
INTENTIONAL MISREPRESENTATION
(by all Plaintiffs Against all Defendants)

10.1 The allegations of paragraphs 1.1 through 9.10 are re-alleged and incorporated herein by reference, and Plaintiffs allege as follows a cause of action on behalf of themselves and the classes of similarly situated consumers who purchased offers from the Defendants

10.2 In selling Plaintiffs vacation offers, Defendants made affirmative representations in the course of their business to Plaintiffs that they would provided with the vacations offered, which were false.

- 10.3 Defendants negligently represented to Plaintiffs in the course of their business that Plaintiffs would redeem vacation offers after payment of fees. However, a fee paid to Defendant Celebrity Productions is a “membership fee”. Defendant Celebrity Productions then forwards consumers to the other Defendants named in this suit. The Initial Class was not advised that Celebrity Productions would not offer a vacation; Defendant Celebrity Productions simply took Plaintiffs without providing any service. The Second Level Class upon referral by Defendant Celebrity Productions to the remaining Defendants offered a vacation but requested membership and other fees, The Second Level Class paid such fees The Third level class paid all or substantially all fees including membership fees, miscellaneous fees, travel fees, vacation fees, and passport fees but were still denied redemption of their vacations.
- 10.4 Defendants did not exercise reasonable care or competence in communicating to Plaintiffs the true information about their vacation offers.
- 10.5 Plaintiffs justifiably relied on Defendants’ representations in paying money for memberships, miscellaneous fees, and vacation costs. Had Plaintiffs known the full, accurate and complete information that defendants fraudulently failed to disclose, they would not have expended such amounts.
- 10.6 As a result, Plaintiffs have sustained substantial damages including but not limited to the cost of their membership fees, miscellaneous expenses, and travel-related expenses, in a total amount exceeding \$100,000, to be determined according to proof at trial.

XI. FIFTH CLAIM FOR RELIEF
VIOLATIONS OF TEXAS DECEPTIVE TRADE PRACTICES ACT, Business and
Commerce Code § 17.41 et seq.
(By all Plaintiffs Against all Defendants)

- 11.1 The allegations of paragraphs 1.1 through 10.6 are re-alleged and incorporated herein by reference, and Plaintiffs allege as follows a cause of action on behalf of themselves and the classes of similarly situated consumers who purchased offers from the Defendants
- 11.2 Plaintiffs are “consumers” as they sought and acquired memberships, vouchers, and tickets for vacations.
- 11.3 Defendants are proper “persons” or defendants under the Texas Deceptive Trade Practices Act, who either used or employed false, misleading, deceptive or unconscionable acts or practices, or were directly connected with the transactions with Plaintiffs.
- 11.4 Defendants committed multiple violations and wrongful acts under the Texas Deceptive Trade Practices, including the following:
- (a) Making or omitting false, misleading or deceptive acts and/or practices, including but not limited to violations of Tex. Business & Commerce Code § 17.46(b) (5), (7), (9), (10), (12), (20), and (24). Plaintiffs relied on such acts and/or practices to their detriment.
 - (b) Breach of contract and covenant of good faith and fair dealing in travel offers.

(c) Committing unconscionable act(s) in connection with travel offer sales to Plaintiffs.

11.5 Plaintiffs will show that the violation and actions of Defendants were a producing cause of their damages.

11.6 Plaintiffs will show that the violations and actions of Defendants were done intentionally or knowingly, entitling Plaintiffs to treble damages.

11.7 Plaintiffs will show that the violations and actions of Defendants entitle them to reasonable and necessary attorney's fees under the Texas Deceptive Trade Practices Act, specifically Tex. Business & Commerce Code § 17.50(d).

XII. CONDITIONS PRECEDENT

12.1 All conditions proceeding to the Plaintiffs' claims for relief have been performed or have occurred.

XIII. DAMAGES AND RELIEF SOUGHT

13.1 Plaintiffs hereby incorporate paragraphs 1.1 through 12.1, verbatim, as set forth at this point.

13.2 Plaintiffs seek to recover actual damages outlined below from Defendants as a direct and proximate result of the unlawful conduct of Defendants

13.3 Plaintiffs will show that the conduct of the Defendants constitutes "gross negligence", "malice", and "actual malice" under Texas Law. Plaintiffs therefore request the assessment of exemplary or punitive damages in an amount as may be

necessary to punish Defendants and to deter others with similar lawless inclinations in the future.

13.4 Plaintiffs seek to recover the following damages and obtain the following relief from Defendants

- A. Economic Loss suffered by Plaintiffs;
- B. Treble damages under the Texas Deceptive Trade Practices Act
- C. Punitive or exemplary damages;
- D. All reasonable and necessary attorneys' fees;
- E. Court costs; and
- F. Pre and post-judgment interest.

XIV. ATTORNEY'S FEES

14.1 As allowed by the contract, Plaintiffs also seek attorney's fees. It was necessary for Plaintiffs to secure the services of Jason Richerson, a licensed attorney, to protect and preserve the Plaintiff's rights. Defendant should be ordered to pay reasonable attorney's fees, expenses, and costs through trial and appeal, and a judgment should be rendered in favor of this attorney and against Defendant and be ordered paid directly to Plaintiffs attorney, who may enforce the judgment in the attorney's own name. Plaintiffs request post-judgment interest as allowed by law.

VV. JURY REQUEST

15.1 Plaintiff request this case be tried by jury.

XVI. PRAYER

WHEREAS, PREMISES CONSIDERED, Plaintiffs pray the Defendants be cited in Terms of law to answer herein and that upon final trial, Plaintiffs have and recover all damages which they are entitled, all costs of Court, attorney's fees, pre and post-judgment interest, and for further and other relief, whether in law or in equity, to which Plaintiffs may show themselves justly entitled.

DATED: May 16, 2012

/s/ Jason J. Richerson
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