

IN THE COURT OF COMMON PLEAS OF
MERCER COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,
By JOSH SHAPIRO,
ATTORNEY GENERAL,

Plaintiff,

v.

GROUPWISE, INC.; DEREK J. MCGUIRE,
Individually and as President of
GROUPWISE INC.; and ANDREW J.
HARKINS, Individually and as Vice President
of GROUPWISE, Inc.,

Defendants.

CIVIL DIVISION

G.D. No.

2019-1775

COMPLAINT IN EQUITY

Filed on Behalf of Plaintiff:

COMMONWEALTH OF
PENNSYLVANIA, JOSH SHAPIRO
ATTORNEY GENERAL

Counsel of Record for this Party:

Amy L. Schulman
Senior Deputy Attorney General
P.A. I.D. No. 80888

Bureau of Consumer Protection
1251 Waterfront Place, Mezzanine Level
Pittsburgh, PA 15222
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COUNTY
2019 JUN -5 AM 10:40
RUTH A. BICE
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF
MERCER COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA,	:	
By JOSH SHAPIRO, ATTORNEY GENERAL,	:	CIVIL DIVISION
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
GROUPWISE, INC.; DEREK J. MCGUIRE,	:	
Individually and as President of GROUPWISE	:	
INC.; and ANDREW J. HARKINS, Individually	:	
and as Vice President of GROUPWISE, Inc.,	:	
	:	
Defendants.	:	

NOTICE TO DEFEND

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.

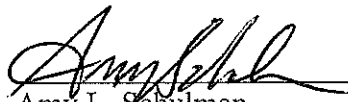
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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:

Mercer County Lawyers Referral Service
c/o Mercer County Bar Association
P.O. BOX 1302
Hermitage, PA 16148
Telephone: (724) 342-3111

Date: 10/4/19

By:


Amy L. Schulman
Senior Deputy Attorney General

Commonwealth of Pennsylvania
Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, Pennsylvania 15222

COMMONWEALTH OF PENNSYLVANIA, :
By JOSH SHAPIRO, ATTORNEY GENERAL, : CIVIL DIVISION
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Plaintiff, :
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GROUPWISE, INC.; DEREK J. MCGUIRE, :
Individually and as President of GROUPWISE :
INC.; and ANDREW J. HARKINS, Individually :
and as Vice President of GROUPWISE, Inc., :
 :
 :
Defendants. :

The Commonwealth has reason to believe that the Defendants have used methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law; and, that the public interest is served by seeking before this Honorable Court a permanent injunction to

restrain the methods, acts and practices of the Defendants as hereinafter set forth. Further, the Commonwealth requests injunctive relief, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

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

JURISDICTION

1. This Court has original jurisdiction to hear this action pursuant to 42 Pa.C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa.R.C.P. 1006(c)(1) and 2179(a).

PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, through the Bureau of Consumer Protection, with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222; and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Groupwise, Inc. ("Groupwise") is a Pennsylvania Corporation with a former principal place of business located at 701 North Hermitage Road, Hermitage, Pennsylvania 16148.

5. Defendant Derek J. McGuire ("Defendant McGuire") is an adult individual residing at 636 South Berry Road, St. Louis, Missouri 63122.

6. Defendant Andrew J. Harkins ("Defendant Harkins") is an adult individual residing at 4223 Austin Ridge Drive, St. Charles, Missouri 60304.

7. At all times relevant and material hereto, Defendant McGuire was the President of Groupwise.

8. At all times relevant and material hereto, Defendant Harkins was the Vice President of Groupwise.

BACKGROUND

9. The Bureau of Consumer Protection ("Bureau") has received consumer complaints against the Defendants indicating that they have engaged in unfair and deceptive acts and practices in violation of the Consumer Protection Law, as described more fully herein.

10. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau and who have been harmed due to the methods, acts and practices of the Defendants, which include but are not limited to the practices alleged herein.

11. At all times relevant and material hereto, as President of Groupwise, Defendant McGuire was directly responsible for the sales, marketing and customer service operations of Groupwise.

12. At all times relevant and material hereto, as Vice President of Groupwise, Defendant Harkins was directly responsible for the finance and sales operations of Groupwise.

13. At all times relevant and material hereto, Defendants McGuire and Harkins authorized, approved, endorsed, formulated, directed, controlled, and/or participated in the conduct alleged herein on behalf of Groupwise.

14. At all times relevant and material hereto, the unfair methods, acts and practices complained of herein have been willfully used by Defendants.

FACTS

15. Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by advertising, offering for sale and selling timeshare transfer services to consumers.

16. Defendants marketed their timeshare transfer services to consumers nationwide.

17. Defendants lured consumers with promises that Defendants would completely and permanently relieve consumers of the financial obligations relating to their unwanted timeshares.

18. In exchange for fees ranging from approximately \$3,500 to \$6,300, Defendants agreed to assume the financial obligations relating to consumers' timeshares and agreed to take all necessary steps to transfer the title and the ownership of the timeshare to a buyer, as described more fully herein.

19. In September of 2018, Defendants ceased all operations and left approximately 930 consumers nationwide with incomplete timeshare transfer transactions, with consumer losses valued at \$2.9 million.

Advertising and Sales Practices

20. In order to generate business, Defendants made telemarketing calls to consumers, who were identified to Defendants by third-party lead generators.

21. Thereafter, Defendants invited potential customers to attend in-person sales presentations, which were held across the country, mostly in hotels.

22. Consumers who attended Defendants' sales presentations were consumers looking to sell or otherwise get rid of their timeshares.

23. Prior to the in-person sales presentations, Defendants sent consumers an "Appointment Reminder Letter." Attached hereto as Exhibit "1" is an exemplary copy of Defendants' "Appointment Reminder Letter."

24. Defendants' "Appointment Reminder Letter" stated that one of the options available to consumers by Defendants "does have a fee BUT we do not get paid until the properties [sic] liability is 100% out of your name." See Exhibit "1."

25. During the in-person sales presentations, Defendants provided consumers with marketing materials which assured consumers that the "title to their timeshare will be transferred in a timely manner, without any unforeseen costs, complications or delay." Attached hereto as Exhibit "2" is an exemplary copy of an advertisement provided to consumers by Defendants during sales presentations.

26. Defendants further sought to gain the confidence of consumers by offering consumers a "100% Satisfaction Guarantee." See Exhibit "2."

Agreements with Consumers for Timeshare Transfer Services

27. Consumers seeking Defendants' timeshare transfer services were required to fill out a number of documents, beginning with the "Timeshare Worksheet," wherein the consumers identified all material information relating to the their timeshare, including associated costs and fees. Attached hereto as Exhibit "3" is an exemplary copy of Defendants' "Timeshare Worksheet."

28. Defendants' "Timeshare Worksheet" stated that:

All Maintenance Fees and Taxes due within 180 days of this Agreement (grace periods excluded) will be paid by client. Groupwise, Inc., will be responsible for all Maintenance fees [sic] and Taxes thereafter.

See Exhibit "3."

29. The terms and conditions of Defendants' timeshare transfer services were set forth in Defendants' "Service Agreement," which also incorporated the financial obligations set forth in the "Timeshare Worksheet." Attached hereto as Exhibit "4" is an exemplary copy of Defendants' "Service Agreement."

30. Defendants' "Service Agreement" reaffirmed to consumers that Defendants would be preparing the documents to "completely and permanently" terminate the consumers' ownership of the timeshares and that Defendants would be assuming financial responsibility for the costs associated with the timeshares, including all associated costs and fees.

31. The second paragraph of Defendants' "Service Agreement" stated:

Groupwise, Inc. promises and agrees to prepare the documents to completely and permanently terminate Client's entire ownership of Client's Timeshare(s) and to completely and permanently terminate all Client's future financial responsibilities regarding Client's Timeshare(s) (the "Transfer").

See Exhibit "4."

32. The third paragraph of Defendants' "Service Agreement" stated:

FUTURE FEES AND ASSESSMENTS: Groupwise, Inc. promises and agrees that during the performance of this Agreement, Groupwise, Inc. shall be solely responsible for all costs and fees required to achieve the transfer of the ownership and all future timeshare charges defined in this Agreement (including without limitation, to all future dues, maintenance fees, taxes or assessments) applicable to Client's Timeshare(s) provided Client complies with the terms herein.

See Exhibit "4."

33. Upon execution of the "Service Agreement," consumers made payment in full to Defendants.

34. The "Service Agreement" stated that in exchange for the consumer's payment:

Groupwise, Inc. agrees to accept this amount as consideration for Groupwise, Inc.'s (a) consulting services regarding the market conditions in the secondary timeshare market, (b) obligation to retain and pay all costs and fees associated with the Transfer of the Client's Timeshare(s) as described in the "Timeshare Worksheet(s)," (c) assigning an "Access Alliance" Membership ¹ and (d) all other obligations referenced herein.

See Exhibit "4."

35. If the consumer's timeshare or the consumer was located in a state that required the escrowing of consumers' timeshare transfer fees until the completion of the services, notably Florida or South Carolina, Defendants had consumers execute a "Resale Transfer Agreement" and an "Escrow Service Agreement," in order to comply with state law. ² Attached hereto as Exhibit "5" is an exemplary copy of Defendants' "Resale Transfer Agreement" and attached hereto as Exhibit "6" is an exemplary copy of Defendants' "Escrow Service Agreement."

36. Page One of Defendants' "Resale Transfer Agreement" identified the alleged "Escrow Agent" used by Defendants to escrow consumers' timeshare transfer fees.

37. Defendants' "Resale Transfer Agreement" repeatedly represented that the consumer's payment of timeshare transfer fees shall remain in escrow until timeshare transfer services are completed in full and concluded by stating:

GroupWise, Inc. has agreed to provide you with timeshare resale transfer services pursuant to this resale transfer agreement. After those services have been fully performed, GroupWise, Inc. is obligated to provide you with written notice of such full performance and a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the consumer resale timeshare

¹ "Access Alliance" Memberships were given to consumers by Defendants as an added promotional incentive. According to the Access website, "Access Alliance" Memberships afford consumers discounts at participating retail merchants. See <https://www.accessdevelopment.com/about-access>.

² Under Section 721.17 of the Florida Vacation Plan and Timesharing Act, FL. Stat. Ann. §§ 721.01, §721.17, companies must hold payment for timeshare interest transfer services in escrow until those services have been fully performed and must provide consumers with required notices related thereto. South Carolina law similarly requires timeshare transfer companies to hold received funds in escrow until all services are performed. See S.C. Code Ann. § 27-32-55

interest to the transferee. Any fee or other compensation paid by you under agreement before such full performance by Groupwise, Inc. must be held in escrow by the escrow agent specified in this agreement, and GroupWise, Inc. is prohibited from receiving any such fee or other compensation until all promised timeshare interest transfer services have been performed.

See Exhibit "5."

38. Defendants' "Escrow Service Agreement" was similar to its standard "Service Agreement," but included additional provisions relating to Defendants' escrow requirements and notifications. *See Exhibit "6."*

39. In connection with the execution of these agreements with Defendants, whether an escrow transaction or otherwise, all consumers executed an "Authorization to Release Information" form, to allow the consumers' timeshare resorts to release information to Defendants to perform the services. Attached hereto as Exhibit "7" is an exemplary copy of Defendants' "Authorization to Release Information" form.

40. Defendants then provided consumers with a "What Happens Next?" sheet, identifying the next steps in Defendants' timeshare transfer process. Attached hereto as Exhibit "8" is a copy of Defendants "What Happens Next?" sheet.

41. Thereafter, Defendants mailed consumers a "Confirmation Letter," which reminded consumers that "timeshare transfers can take anywhere between 90 and 180 days...[r]est assured that we will be getting you out of your property completely and permanently." Attached hereto as Exhibit 9 is an exemplary copy of Defendants' "Confirmation Letter."

Transferring Timeshares

42. Defendants then marketed and advertised the consumers' timeshares for sale, mostly through e-bay and Craigslist.com, in an effort to locate buyers.

43. The timeshares were sold for nominal amounts of money and sometimes advertised as "free."

44. In some instances, Defendants represented to consumers that Defendants intended to purchase the consumer's timeshares.

45. In these instances, Defendants presented consumers with a "Warranty Deed" and "Contract for Sale and Purchase" for the consumers' execution, which purportedly showed that Defendants were assuming ownership of the consumers' timeshares.

46. In most instances, Defendants did not record these deeds, therefore, legal title remained with the consumers. Attached hereto as Exhibit "10" is an exemplary copy of Defendants' "Warranty Deed." Attached hereto as Exhibit "11" is an exemplary copy of Defendants' "Contract for Sale and Purchase."

47. Over time, Defendants increasingly struggled to locate buyers for timeshares under contract and could no longer keep up with the financial responsibilities relating to timeshares that they had assumed from consumers.

48. By September of 2018, Defendants ceased all operations.

Consumer Complaints

49. To date, the Commonwealth has received at least 88 consumer complaints against Defendants, alleging a pattern of unfair and deceptive conduct.

50. Defendants entered into agreements and accepted payments from consumers for timeshare transfer services that Defendants failed to provide.

51. Defendants failed to pay the associated costs and fees for timeshares that they had financially assumed from consumers.

52. Defendants failed to escrow consumers' timeshare transfer fees, as required by the terms of their agreements and in accordance with Florida and South Carolina law.

53. Defendants represented in their "Resale Transfer Agreements" that consumers' payments were escrowed with certain "Escrow Agents" when they were not.

54. Defendants failed to record deeds and take ownership of timeshares that had been deeded to them by consumers.

55. Defendants failed to provide timeshare transfer services as advertised to consumers.

56. Defendants did not issue refunds to consumers for timeshare transfer services that they failed to provide.

57. Despite their sizable payments to Defendants, these consumers are still burdened with the ownership of their timeshares and all of the associated costs and fees.

58. By failing to provide the required timeshare transfer services, Defendants compounded the financial burden of consumers, who were seeking relief from Defendants for timeshares that they no longer desired nor could afford.

59. Despite Defendants' representations and assurances to consumers, Defendants' services were neither trustworthy nor timely.

Consumer Transaction Example – Victim 1

60. In February of 2018, Victim 1, a North Carolina resident, received a telephone call from Defendants asking if Victim 1 would like to sell their timeshare in Florida.

61. Victim 1 wanted to get rid of their timeshare and felt burdened by paying \$1,200 in annual maintenance fees for a timeshare that they did not use.

62. On March 3, 2018, Victim 1 attended a sales meeting with a representative from Defendant Groupwise at a hotel in Winston Salem, North Carolina.

63. Based upon the sales presentation, Victim 1 was lead to believe by Defendants that the only way for the consumer to get out of his timeshare was to pay someone to take it over.

64. Therefore, that day, Victim 1 paid Defendants \$6,395.00 to transfer his timeshare to Defendants.

65. On March 3, 2018, Victim 1 executed an "Escrow Service Agreement," identifying that the consumer's \$6,395 payment was being escrowed with an Escrow Agent in Orlando, Florida until the transaction was fully completed.

66. Upon the direction of Defendants, Victim 1 also executed a "Warranty Deed," which deeded the ownership of the consumer's timeshare to Defendant Groupwise.

67. After the submission of these forms to Defendants, Victim 1 was lead to believe that he sold the timeshare to Defendant Groupwise and that he had no further financial obligations relating thereto.

68. In September of 2018, Victim 1 received a communication from his timeshare resort, evidencing that Defendants had not transferred the title to the timeshare or assumed any financial obligation for the timeshare.

69. Neither the timeshare resort nor the Escrow Agent identified in the consumer's "Escrow Service Agreement" had any record or knowledge of the consumer's contract with Defendants.

70. Victim 1's payment of \$6,395 to Defendants was not escrowed, nor was the deed that he executed recorded.

71. When Victim 1 attempted to contact Defendants to inquire why the timeshare was not transferred, Defendants' phone line was disconnected and Victim 1 later learned that Defendants had gone out of business.

72. Victim 1 was ultimately able to get his payment to Defendants refunded through a credit card chargeback.

73. Thereafter, for no fee, Victim 1 was able to list the timeshare for sale through his timeshare resort's re-sale program, an option that was never disclosed to him by Defendants.

74. Under this resort resale program, Victim 1 will receive fifty percent of the timeshare sale price, but until then, Victim 1 remains legally and financially responsible for his timeshare.

Consumer Transaction Example – Victim 2

75. On October 2, 2017, Victim 2, a Pennsylvania resident, entered into a "Service Agreement" with Defendants in order to transfer the financial obligations relating to her New Jersey timeshare to Defendants.

76. Victim 2 could no longer use the timeshare and no longer wanted to make payments for something she could not use and did not want.

77. In connection with the "Service Agreement," Victim 2 paid \$3,400 to Defendants.

78. One year later, on or around October 18, 2018, Victim 2 received a bill from her timeshare resort for unpaid annual maintenance fees.

79. Victim 2 was confused as to why she was getting a bill, when she contacted Defendants she found out that they had gone out of business.

80. Defendants failed to provide any of the transfer services identified in the consumer's "Service Agreement."

81. Victim 2 received no services in exchange for her \$3,400 payment to Defendants and remains legally and financially responsible for her timeshare.

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW
FAILURE TO PROVIDE TIMESHARE TRANSFER SERVICES AS ADVERTISED

82. The preceding paragraphs are incorporated herein as though fully set forth below.

83. Defendants failed to provide timeshare transfer services to consumers, in accordance with the terms of the "Service Agreements" that they entered into with consumers.

84. Defendants failed pay the costs and the fees associated with the timeshares that they had assumed, or represented that they had assumed, from consumers, in accordance with the terms of their "Service Agreements."

85. Defendants failed to transfer title and ownership of the consumers' timeshares, in accordance with the terms of their "Service Agreements."

86. Defendants failed to transfer title and ownership of the consumers' timeshares, in accordance with the deeds that they presented to consumers for execution.

87. Consumers made payment in full to Defendants and in exchange received no services.

88. Defendants did not issue refunds to consumers for timeshare transfer services that they failed to provide.

89. Defendants' actions, alleged herein, have caused harm to consumers.

90. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. 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);
- b. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix); and
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

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

91. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

92. 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.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to issue an Order:

- A. Declaring Defendants' conduct, as set forth in this Count, to be in violation of the Consumer Protection Law;
- B. Directing Defendants to comply with the Consumer Protection Law and permanently enjoining Defendants and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto;
- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;

- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand and 00/100 dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to three thousand and 00/100 dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older;
- E. Requiring Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Directing Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices set forth in this Complaint;
- G. Enjoining Defendants from advertising, offering for sale and selling any service in any way related to timeshares in the Commonwealth of Pennsylvania; and
- H. Granting such other relief as the Court deems necessary and appropriate.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW
FAILURE TO ESCROW TIMESHARE TRANSFER PAYMENTS

- 93. The preceding paragraphs are incorporated herein as though fully set forth below.
- 94. Defendants failed to escrow consumers' timeshare transfer fees, in accordance with the terms of their "Resale Transfer Agreements" and their "Escrow Service Agreements" with consumers and as required by relevant state law.
- 95. Defendants falsely represented to consumers that their timeshare transfer payments would be escrowed and not released to Defendants until the timeshare transfer services were fully performed. *See* Exhibits "5" and "6."
- 96. Defendants falsely represented to consumers that their timeshare transfer fees were escrowed with the Escrow Agent identified in their "Resale Transfer Agreement." *See* Exhibits "5."

97. Based upon information and belief, Defendants Harkins and McGuire knew that consumers' payments were not being escrowed when required by state law and in accordance with the agreements that Defendants entered into with consumers.

98. Defendants' actions, alleged herein, have caused harm to consumers.

99. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. 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);
- b. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix); and
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

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

100. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

101. 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.

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- C. Directing Defendants, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of one thousand and 00/100 dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to three thousand and 00/100 dollars (\$3,000.00) for each violation involving a victim age sixty (60) or older;
- E. Requiring Defendants to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Directing Defendants to disgorge and forfeit all profits they have derived as a result of their unfair and deceptive acts and practices set forth in this Complaint;
- G. Enjoining Defendants from advertising, offering for sale and selling any service in any way related to timeshares in the Commonwealth of Pennsylvania; and
- H. Granting such other relief as the Court deems necessary and appropriate.

COUNT III – VIOLATIONS OF THE CONSUMER PROTECTION LAW
FALSE AND MISLEADING ADVERTISING PRACTICES

102. The preceding paragraphs are incorporated herein as though fully set forth below.

103. Consumers reasonably relied upon Defendants' representations when making payment to and entering into agreements with Defendants.

104. Defendants' representations intended to assure consumers that Defendants would provide the services as advertised and that consumers could have peace of mind that they would soon be freed from the financial obligations of their timeshares.

105. Defendants failed to provide timeshare transfer services to consumers as advertised.

106. Defendants misrepresented to consumers that Defendants do not get paid until "liability is 100% out of your name." *See* Exhibit "1."

107. Defendants misrepresented to consumers that the "title to their timeshare will be transferred in a timely manner, without any unforeseen costs, complications or delay." *See* Exhibit "2."

108. Defendants misrepresented to consumers that their services were backed by a "100% Satisfaction Guarantee." *See* Exhibit "2."

109. Defendants misrepresented to consumers, in their marketing materials and in their agreements with consumers, that Defendants would be preparing the documents to "completely and permanently" terminate the consumers' ownership of the timeshares.

110. Defendants misrepresented to consumers that Defendants would be assuming financial responsibility for the costs associated with the timeshares, including maintenance fees and assessment fees. *See* Exhibits "4" through "9."

111. In certain transactions, Defendants misrepresented to consumers that the consumers' timeshare transfer fees would be escrowed until the services were fully performed. *See* Exhibits "5" and "6."

112. Defendants falsely identified Escrow Agents in their “Resale Transfer Agreements.” *See* Exhibits “5.”

113. In certain transactions, Defendants misrepresented to consumers that Defendants intended to purchase the consumers’ timeshares.

114. Defendants’ actions, alleged herein, have caused harm to consumers.

115. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. 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);
- b. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix);
- c. 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); and
- d. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

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

116. The above described conduct has been willful and is unlawful under Section 201-3 of the Consumer Protection Law, 73 P.S. § 201-3.

117. 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.

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- G. Enjoining Defendants from advertising, offering for sale and selling any service in any way related to timeshares in the Commonwealth of Pennsylvania; and
- H. Granting such other relief as the Court deems necessary and appropriate.

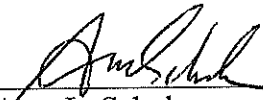
Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 6/4/19

By: _____


Amy L. Schulman
Senior Deputy Attorney General
Attorney for the Commonwealth
Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, Pennsylvania 15222

IN THE COURT OF COMMON PLEAS OF
MERCER COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, :
By JOSH SHAPIRO, ATTORNEY GENERAL, :

Plaintiff, :

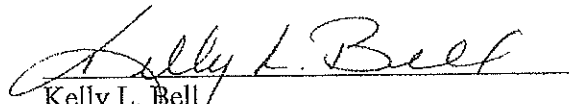
v. :

GROUPWISE, INC.; DEREK J. MCGUIRE, :
Individually and as President of GROUPWISE :
INC.; and ANDREW J. HARKINS, Individually :
and as Vice President of GROUPWISE, Inc., :

Defendants. :

VERIFICATION

I, Kelly L. Bell, being duly sworn according to law, hereby state that I am an Agent with the Commonwealth of Pennsylvania, Office of Attorney General, Bureau of Consumer Protection, Pittsburgh Regional Office, that I am authorized to make this verification on behalf of the Plaintiff and that the facts in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.


Kelly L. Bell
Consumer Protection Agent

IN THE COURT OF COMMON PLEAS OF
MERCER COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA, :
By JOSH SHAPIRO, ATTORNEY GENERAL, :

Plaintiff, :

v. :

GROUPWISE, INC.; DEREK J. MCGUIRE, :
Individually and as President of GROUPWISE :
INC.; and ANDREW J. HARKINS, Individually :
and as Vice President of GROUPWISE, Inc., :

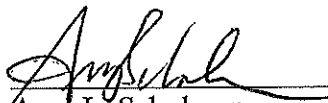
Defendants. :

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents, differently than non-confidential information and documents.

Date: 6/4/19

By:


Amy L. Schulman

Senior Deputy Attorney General
Attorney for the Commonwealth
Office of Attorney General
Bureau of Consumer Protection
1251 Waterfront Place
Mezzanine Level
Pittsburgh, Pennsylvania 15222

EXHIBIT “1”

2



Nothing Beats Experience

Phone 877-979-4345
Hours 11:00 AM to 8:00 PM (EST)
Visit us at www.groupwiseinc.com



I appreciate our time spent together on the phone today. I'm glad I was able to help you set up an appointment with our consultant **Chris**. If you haven't already done so, **Please mark your calendar.**

Monday, April 16, 2018 at 1:00PM

**Residence Inn Raleigh Durham Airport Morrisville
2020 Hospitality Court
Morrisville, NC 27560
Front Desk/Directions: 919-467-6889**

We only work with 2 out of 5 properties and are interested in your property for ourselves. I would like to share with you what will happen at your appointment.

- #1. We review the requirements to transfer your property. This includes sharing with you any state requirements, resort requirements, as well as courthouse requirements to transfer your property.
- #2. Run a comparative market analysis to find out what your property is worth on the secondary market.

Based on this information we will give you options based specifically on your property. One of the options does have a fee BUT we do not get paid until the properties liability is 100% out of your name. The other options are FREE, including how to market and how to rent your property on your own. We do this so you can decide what is best for your family at this point in time.

As a reminder;

- **Everyone on the deed and their spouse will need to be present for the appointment. Please do not bring any small children to the meeting.**
- **Please bring a proof of ownership. (Copy of deed, maintenance fee bill or membership card)**
- **Check if you have banked weeks with the exchange company or your resort. If so please inform your consultant since he may be able to offer you a credit.**

Since we have nothing to sell you and never ask for upfront money of any kind, I'm confident that we will be able to help you with your timeshare and hope you become one of our testimonials!
We look forward to meeting with you.

P.S. Please arrive 15 minutes prior to your appointment.

**Sincerely,
Mark**

Actual clients feedback, NOT PAID ACTORS:

Karen- Orange County, CA

"I fell victim to a scam, "re-sale", company for \$500. Regretted buying the timeshare, but had done nothing because I didn't trust anyone in the industry. I am so happy we came and are now out of this black hole."

M/M Barnett-

"We had never thought about getting out of the timeshare and never tried to sell it. The reason we agreed to come to the appointment was that the people we talked to at GroupWise were very upfront, answered questions, and had NO pressure. We hadn't used the timeshare in years and are now very happy to be timeshare free!"



EXHIBIT "2"

GroupWise, Inc.

Credibility

Since 1995, our staff has been trusted as a prompt and accurate provider of timeshare transfers for clients throughout the United States. We bring our complete knowledge and experience of this highly specialized service to bear upon each and every title transfer we complete.

Correctness

We take care of all of the details, including deed preparation and recording, collection and disbursement of funds, document distribution and final notification to resort. Our precise attention to detail gives peace of mind to the Buyer and Seller alike. We get it done quickly, because we do it right the first time.

Confidence

You can count on our experience of over twenty years preparing and recording timeshare deeds throughout the U.S. We understand that our clients want to be assured that the title to the timeshare will be transferred in a timely manner, without any unforeseen costs, complications or delay. Our objective is to ensure that all transactions take place in a straightforward and trouble-free manner, while working diligently in the best interests of both parties.

Case Management

You will be assigned a Closing Agent who will become your single point of contact during the entire exit process. No general 800 phone numbers and endless automated phone systems trying to reach Customer Service. Your Closing Agent will explain how the process works and will provide you with status updates throughout the exit process.

701 N. Hermitage Road, Suite 26, Hermitage, PA 16148

Phone: 724-981-6120 Fax: 724-981-6123

Email: lisa@groupwiseinc.com Website: www.groupwiseinc.com



EXHIBIT "3"



Timeshare Worksheet

Client(s) Name(s) as it appears on Deed: _____

Name(s) of Deceased: _____ Deeded to a Trust ☐

Relationship of Owners: _____ Marital Status: _____

Current Address: _____

City: _____ State: _____ Zip: _____ Home Phone: _____

Cell/Other: _____ Email Address: _____

If divorced, previous Spouses name/address/phone number: _____

Name of Resort: _____ State: _____

Year Purchased: _____ Maintenance Fee Amount (Est.) \$ _____ Current Special Assessment \$ _____

Week/Unit: Fixed ☐ Floating ☐ Week #: _____ Unit #: _____ Points (how many): _____

Account/Contract Number: _____ Usage: Annual ☐ Even ☐ Odd ☐ Other ☐ _____

Reservation Currently Booked at the Resort: Dates _____

2017 Status of Week: Booked ☐ Will Not Use ☐ Usage Passed ☐ Banked with Exchange Company ☐

2018 Status of Week: Booked ☐ Will Not Use ☐ Usage Passed ☐ Banked with Exchange Company ☐

*If Client has banked or booked all or any portion of the 2017/2018 week or points, Client is responsible for all 2017/2018 fees.

Maintenance Fees are paid: Annually ☐ Monthly ☐ Quarterly ☐ Other: _____

Client has paid (or will pay) all Maintenance Fees and Taxes due before the date of this Agreement. Initials: _____

All Maintenance Fees and Taxes due within 180 days of this Agreement (grace periods excluded) will be paid by Client. Initials: _____

GroupWise, Inc. will be responsible for all Maintenance fees and Taxes thereafter. ¹

* If Client had booked or banked any portion of their weeks or points for the current or any future use-year, Client is responsible for all fees related to that use-year. Initials: _____

Client agrees to pay all unpaid or outstanding Special Assessments, including installments payments on a previously announced Special Assessment. GroupWise, Inc will be responsible for all others. Initials: _____

Notes: _____

We hereby acknowledge that the above information is true and correct, and acknowledge that the Timeshare Interest(s) listed above will be granted, conveyed or assigned to such recipient as may be designated by GW in such a manner to pass legal title to recipient, free and clear of any maintenance fees or encumbrances that would constitute an indebtedness or lien. ¹GW's responsibility for future fees is subject to the client's compliance with the terms and conditions of the Timeshare Worksheet and Agreement. I/We acknowledge and agree to the terms in the Timeshare Agreement and acknowledge that upon satisfaction of the terms described therein, I/We, the undersigned will no longer be responsible for any financial obligations related to the Timeshare Interest(s) described above in accordance with the Agreement, and Payment Authorization Form.

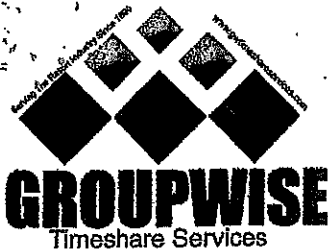
Client Signature _____ Date _____

Client Signature _____ Date _____

701 N. Hermitage Road, Ste. 26, Hermitage, PA 16148 1-877-981-6120 or 724-981-6120



EXHIBIT "4"



Service Agreement

THIS "AGREEMENT" is entered into on April 16, 2018, between "GroupWise, Inc." ("GW") and [REDACTED] ("Client"). Client desires to be relieved of their entire Timeshare Ownership as described on the Timeshare Worksheet(s) and all financial responsibilities associated with the Client's timeshare(s) identified in the Timeshare Worksheet(s) "Client's Timeshare(s)" or "Timeshare(s)"; therefore, the parties agree as follows:

GroupWise, Inc. promises and agrees to prepare the documents to completely and permanently terminate Client's entire ownership of Client's Timeshare(s) and to completely and permanently terminate all Client's future financial responsibilities regarding Client's Timeshare(s) (the "Transfer").

FUTURE FEES AND ASSESSMENTS: GroupWise, Inc. promises and agrees that during the performance of this Agreement, GroupWise, Inc. shall be solely responsible for all costs and fees required to achieve the transfer of ownership and all future timeshare charges defined in this Agreement (including without limitation, to all future dues, maintenance fees, taxes or assessments) applicable to Client's Timeshare(s) provided Client complies with the terms herein.

FEES MUST BE CURRENT: Client promises and agrees to pay the sum to GroupWise, Inc. as indicated below in this Agreement. Client acknowledges they shall be responsible for all maintenance fees, taxes and previously billed assessments for any year where client has either used or banked weeks and/or points. Client agrees that the representations in the Timeshare Worksheet(s) are accurate and incorporated into this Agreement. Client agrees to promptly forward all future billings/invoices (dues, fees, assessments) or other notices regarding Client's Timeshare(s) via USPS First Class Mail Certified/Return Receipt to GroupWise, Inc. If Client forwards billing to GroupWise, Inc. after the due date, the client will be responsible for any late fees, penalties or interest incurred.

UNIT(S) FREE OF ENCUMBRANCES: Client promises and agrees that they are the sole owner(s) or have all legal authority to sign all documents regarding Client's Timeshare(s) on behalf of the owner(s). Client promises and agrees that all Client's Timeshare(s) title(s) are 'free and clear' title with no other liens, encumbrances or claims and if Client's Timeshare(s) is/are held in a trust, or if there has been a death or divorce of an owner, it is noted on the Timeshare Worksheet(s). If Client's Timeshare(s) are held in a trust or with a deceased or divorced owner ("Third Party Owner"), Client agrees to cooperate and provide additional documents and assistance to GW as required by GW to complete the transfer of Client's Timeshare(s) and Client agrees to take all necessary steps to resolve such matters so as to enable GW to complete the transfer of the Timeshare. Client understands and agrees that providing Third Party Owner authority is outside the scope of GroupWise, Inc.'s obligations. Client promises and agrees that all charges associated with Client's Timeshare(s) consisting of mortgages/loans, maintenance fees, taxes and/or assessments whether special and/or regular which Client has any notice as of the date of this Agreement are either paid in full or will be paid as promised in this Agreement.

COOPERATION DURING TRANSFER: Client promises and agrees to cooperate fully with GW to complete the transfer of the Client's Timeshare(s) described in the Timeshare Worksheet(s). Client promises and agrees to promptly complete, sign before a notary and/or witness as instructed by GW and to return all such further/additional documents as shall be necessary to complete the Transfer. Documents sent from GW may include a Limited Power of Attorney (LPOA) that provides GW with Client's signing authority only for the transfer of Client's Timeshare(s). Client acknowledges that time is of the essence and agrees to follow the instructions of GW; and to complete, sign and return all required documentation to GW within two weeks of receipt. Client understands that although GW may send courtesy reminders to Client requesting that client return the documents, client is obligated to respond in a timely manner, even if no such courtesy reminder is received. Client promises and agrees that GroupWise, Inc. shall have the right to assign all legal rights and interests regarding Client's Timeshare(s) in every respect as necessary to facilitate the Transfer. Client agrees that they shall have no interest or responsibility with respect to any such assignment.

Initials [REDACTED]

Initials [REDACTED]

EXHIBIT

4

ENTIRE AGREEMENT: GroupWise, Inc. and Client promise and agree that the Agreements express the complete and entire agreement and no other agreements or promises exist between Client, GroupWise, Inc. and/or GroupWise, Inc. representatives or agents. This transaction may be attested by facsimile or electronic signatures as legally binding signature. Client promises and agrees that they have read and acknowledged the conditions above and agrees to hold GroupWise, Inc. and its vendors, agents and assigns harmless of all claims associated with Client's Timeshare(s) in the event Client's representation(s) are untrue or Client's failure to abide by the terms and conditions set forth in the Agreement. Client promises and agrees that they are not entering this transaction in reliance upon any tax or legal advice from GroupWise, Inc. Furthermore, Client understands that their failure to keep any of the promises in these Agreements may cause the transfer process to be put on hold and does not constitute grounds for a refund to be issued.

Upon Client execution of this Agreement and the Timeshare Worksheet(s), Client shall pay to GroupWise, Inc. the sum of TWO THOUSAND SEVEN HUNDRED AND ~~50~~ DOLLARS (\$ 2700.00). GroupWise, Inc. agrees to accept this amount as consideration for GroupWise, Inc.'s (a) consulting services regarding the market conditions in the secondary timeshare market, (b) obligation to retain and pay all costs and fees associated with the Transfer of the Client's Timeshare(s) as described in the Timeshare Worksheet(s), (c) assigning an "Access Alliance" Membership and (d) all other obligations referenced herein. Client acknowledges that, in consideration for the trade-in of the Timeshare Interest(s) and payment above, Client has been given, with **no obligation, an optional membership** which is dormant until activated by Client with "Access Alliance" and that this may be stated as consideration for the transfer as required by the resort to complete the transfer.

Client(s) have read and acknowledged the conditions above and agree to hold GroupWise, Inc. and its agents and assigns harmless of all claims associated with the Timeshare(s) should the Client(s) not adhere to these conditions, thus hindering transfer of Client's Timeshare(s). Consequently, if the Client(s) does/do not comply with the above conditions, Client(s) may be held responsible for all fees associated with or incurred by Client's Timeshare(s) resulting from the delay. Client acknowledges having provided accurate information and that GroupWise, Inc. has answered any and all questions regarding this Agreement and the Timeshare Worksheet(s).

This Agreement and Timeshare Worksheet(s) shall be governed by the laws of the State of Pennsylvania.

NOTICE: You, the client, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. To cancel this transaction, mail or deliver a signed and dated letter of cancellation notice to:

GroupWise, Inc., 701 N. Hermitage Road, Suite 26, Hermitage, PA 16148.

Your refund will be made within twenty days after receipt of cancellation or within five days after receipt of funds from your cleared check, whichever is later.

Senior Consultant
GroupWise, Inc.
Date: _____ Time: _____

Client Name
Date: _____ Time: _____

Client Name
Date: _____ Time: _____

EXHIBIT "5"

Resale Transfer Agreement

TET Escrow #: _____

GW File Number: _____

This agreement is made between

Person providing timeshare resale transfer services

Name: GroupWise, Inc.

Address: 701 N. Hermitage Road, Suite 26, Hermitage, PA 16148

Phone Number: 724-981-6120

Fax Number: 724-981-6123

E-mail address: Rhonda@groupwiseinc.com

Website: www.groupwiseinc.com

and

Consumer Vacation Time Sharing Reseller

Name(s): _____

Address(es): _____

Phone Number(s): _____

Fax Number: _____

E-mail address(es): _____

Escrow Agent

Timeshare Escrow and Title LLC

3659 Maguire Blvd # 9100

Orlando, FL 32803

Phone: (321)231-8926

Fax: (321) 281-6009

E-mail: escrow@timeshareresaleclosings.com

Website: www.timeshareresaleclosings.com

Amount to be paid by or on behalf of Consumer Timeshare Reseller to Person Providing Timeshare Resale Transfer Services for the Timeshare Resale Transfer: \$ 4750.00

1. No fee, cost, or other compensation may be paid to the person providing the timeshare resale transfer services before the delivery to the consumer timeshare reseller of written evidence that all promised timeshare interest transfer services have been performed, including, but not limited to, delivery to both the consumer timeshare reseller and the timeshare plan managing entity of a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the consumer resale timeshare interest to the transferee, accompanied by the full name, address, and other known contact information for the transferee.
 - a. All funds or other property that are received from or on behalf of a consumer timeshare reseller pursuant to this resale transfer agreement shall be deposited into an escrow account pursuant to this paragraph. A fee, cost, or other compensation that is due or that will be paid to the person providing the timeshare resale transfer services must be held in such escrow account until the person providing the timeshare resale transfer services has fully complied

EXHIBIT

5

tabbles

with all of his or her obligations under the resale transfer agreement and under this subsection.

- b. The funds or other property required to be escrowed pursuant to this paragraph may only be released from escrow as follows:
- i. On the order of the person providing the timeshare resale transfer services upon presentation of an affidavit by the person that all promised timeshare interest transfer services have been performed, including delivery to both the consumer timeshare reseller and the timeshare plan managing entity of a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the consumer resale timeshare interest to the transferee.
 - ii. To a managing entity to pay any assessments, transfer fees, or other moneys owed with respect to the consumer resale timeshare interest as set forth in the certificate provided for in s. 721.15(7)(b), Florida Statutes, or to pay a governmental agency for the purpose of completing and perfecting the transfer. A managing entity shall accept any funds remitted to it by an escrow agent pursuant to this subparagraph.
 - c. A person providing timeshare resale transfer services, an agent or third party service provider for the timeshare resale transfer service provider, or an escrow agent who intentionally fails to comply with the provisions of this subsection concerning the establishment of an escrow account, deposits of funds into escrow, withdrawal therefrom, and maintenance of records is guilty of a felony of the third degree, punishable as provided in s.755.082, s.775.083, or s.775.084.
2. The person providing the timeshare resale transfer services will provide the consumer timeshare reseller with written notice of the full performance of the timeshare resale transfer services, together with a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the consumer resale timeshare interest from the consumer timeshare reseller to a transferee.
3. GroupWise, Inc has agreed to provide you with timeshare resale transfer services pursuant to this resale transfer agreement. After those services have been fully performed, GroupWise, Inc. is obligated to provide you with written notice of such full performance and a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the consumer resale timeshare interest to the transferee. Any fee or other compensation paid by you under this agreement before such full performance by GroupWise, Inc. must be held in escrow by the escrow agent specified in this agreement, and GroupWise, Inc. is prohibited from receiving any such fee or other compensation until all promised timeshare interest transfer services have been performed.

Consumer Timeshare Reseller(s)

Print Name:

Date Signed:

2/2/18

Print Name:

Date Signed:

2/2/18

EXHIBIT “6”



Service Agreement

THIS "AGREEMENT" is entered into _____, between "GroupWise, Inc." ("GW") and _____ ("Client"). Client desires to be relieved of their entire Timeshare Ownership as described on the Timeshare Worksheet(s) and all financial responsibilities associated with the Client's timeshare(s) identified in the Timeshare Worksheet(s) "Client's Timeshare(s)" or "Timeshare(s)"; therefore, the parties agree as follows:

GroupWise, Inc. promises and agrees to prepare the documents to completely and permanently terminate Client's entire ownership of Client's Timeshare(s) and to completely and permanently terminate all Client's future financial responsibilities regarding Client's Timeshare(s) (the "Transfer").

FUTURE FEES AND ASSESSMENTS: GroupWise, Inc. promises and agrees that during the performance of this Agreement, GroupWise, Inc. shall be solely responsible for all costs and fees required to achieve the transfer of ownership and all future timeshare charges defined in this Agreement (including without limitation, to all future dues, maintenance fees, taxes or assessments) applicable to Client's Timeshare(s) provided Client complies with the terms herein.

FEES MUST BE CURRENT: Client promises and agrees to pay the sum to GroupWise, Inc. as indicated below in this Agreement. Client acknowledges they shall be responsible for all maintenance fees, taxes and previously billed assessments for any year where client has either used or banked weeks and/or points. Client agrees that the representations in the Timeshare Worksheet(s) are accurate and incorporated into this Agreement. Client agrees to promptly forward all future billings/invoices (dues, fees, assessments) or other notices regarding Client's Timeshare(s) via USPS First Class Mail Certified/Return Receipt to GroupWise, Inc. If Client forwards billing to GroupWise, Inc. after the due date, the client will be responsible for any late fees, penalties or interest incurred.

UNIT(S) FREE OF ENCUMBRANCES: Client promises and agrees that they are the sole owner(s) or have all legal authority to sign all documents regarding Client's Timeshare(s) on behalf of the owner(s). Client promises and agrees that all Client's Timeshare(s) title(s) are 'free and clear' title with no other liens, encumbrances or claims and if Client's Timeshare(s) is/are held in a trust, or if there has been a death or divorce of an owner, it is noted on the Timeshare Worksheet(s). If Client's Timeshare(s) are held in a trust or with a deceased or divorced owner ("Third Party Owner"), Client agrees to cooperate and provide additional documents and assistance to GW as required by GW to complete the transfer of Client's Timeshare(s) and Client agrees to take all necessary steps to resolve such matters so as to enable GW to complete the transfer of the Timeshare. Client understands and agrees that providing Third Party Owner authority is outside the scope of GroupWise, Inc.'s obligations. Client promises and agrees that all charges associated with Client's Timeshare(s) consisting of mortgages/loans, maintenance fees, taxes and/or assessments whether special and/or regular which Client has any notice as of the date of this Agreement are either paid in full or will be paid as promised in this Agreement.

COOPERATION DURING TRANSFER: Client promises and agrees to cooperate fully with GW to complete the transfer of the Client's Timeshare(s) described in the Timeshare Worksheet(s). Client promises and agrees to promptly complete, sign before a notary and/or witness as instructed by GW and to return all such further/additional documents as shall be necessary to complete the Transfer. Documents sent from GW may include a Limited Power of Attorney (LPOA) that provides GW with Client's signing authority only for the transfer of Client's Timeshare(s). Client acknowledges that time is of the essence and agrees to follow the instructions of GW; and to complete, sign and return all required documentation to GW within two weeks of receipt. Client understands that although GW may send courtesy reminders to Client requesting that client return the documents, client is obligated to respond in a timely manner, even if no such courtesy reminder is received. Client promises and agrees that GroupWise, Inc. shall have the right to assign all legal rights and interests regarding Client's Timeshare(s) in every respect as necessary to facilitate the Transfer. Client agrees that they shall have no interest or responsibility with respect to any such assignment.

Initial _____

Initials _____

Page 1 of 2



ENTIRE AGREEMENT: GroupWise and Client promise and agree that all prior agreements have been incorporated into this Agreement. It is intended as a final expression of their agreements with respect to the subject matter covered, and may not be contradicted by evidence of any prior agreements or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceedings, if any, involving this agreement. This transaction may be attested by facsimile or electronic signatures as legally binding signatures. Client promises and agrees that he/she/they have read and acknowledged the conditions above and agrees to hold GroupWise and its vendors, agents and assigns harmless of all claims associated with Client's Timeshare(s) in the event any of Client's representation(s) are untrue or Client's failure to abide by any of the terms and conditions set forth in the Agreement. Client promises and agrees that he/she/they are not entering this transaction in reliance upon any tax or legal advice from GroupWise. Furthermore, Client understands that his/her/their failure to keep any of the promises in this Agreement may cause the transfer process to be put on hold and does not constitute grounds for a refund to be issued.

PAYMENT AND CONSIDERATION: Upon Client execution of this Agreement and the Timeshare Worksheet(s), Client shall pay to GroupWise the sum of Three thousand five hundred Dollars (\$3500). If the Timeshare(s) is located in the state of Florida or is part of a multistate timeshare interest required to be registered in the State of Florida or if Client is a resident of the State of Florida, then this sum shall be deposited in escrow and disbursed from escrow pursuant to section 721.17, Florida Statutes until all timeshare interest transfer services (including, without limitation, the Transfer) have been performed, as further provided below, GroupWise agrees to accept this amount as consideration for GroupWise's (a) consulting services regarding the market conditions in the secondary timeshare market, (b) assigning an "Access Alliance" Membership to Client, and (c) all other obligations of GroupWise referenced herein. Client acknowledges that, in consideration for the trade-in of the Timeshare Interest(s) and payment above, Client has been assigned, with **no obligation**, an **optional membership** with "Access Alliance," and that this membership may be stated as consideration for the transfer as required by the resort to complete the transfer. The Access Alliance membership will remain dormant until activated by Client.

GENERAL PROVISIONS: Client has read and acknowledged the conditions above and agrees to hold GroupWise and their agents and assigns harmless of all claims associated with Client's Timeshare(s) should the Client not adhere to these conditions, thus hindering transfer of Client's Timeshare(s). Consequently, if the Client does not comply with the above terms and conditions, Client may be held responsible for all fees associated with or incurred by Client's Timeshare(s) resulting from the delay. Client acknowledges having provided accurate information and that GroupWise has answered any and all questions regarding this Agreement and the Timeshare Worksheet(s) to Client's satisfaction.

This Agreement and Timeshare Worksheet(s) shall be governed by the laws of the State of Pennsylvania.

NOTICE: This is a legally binding contract. If not fully understood seek competent advice. Client may cancel this Contract without any penalty or obligation within 10 days after the date Client signs this Contract. If Client decides to cancel this Contract, Client must notify the Buyer in writing of Client's intent to cancel. Client's notice of cancellation shall be effective upon the date sent and shall be sent to the Buyer. Any attempt to obtain a waiver of Client's cancellation right is void and of no effect. While Client may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, before expiration of Client's 10-day cancellation period, is prohibited. To cancel this transaction, mail (via USPS, First Class Mail, Return Receipt Requested) or deliver a signed and dated letter of cancellation notice to: GroupWise, 701 N. Hermitage Road, Suite 26, Hermitage, PA 16148.

REQUIRED NOTICE: Under Florida Law, GroupWise may be deemed to have provided you with timeshare resale transfer services pursuant to this Agreement. After those services have been fully performed, GroupWise is obligated to provide you with written notice of such full performance and a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to Client's Timeshare(s) to GroupWise or other transferee. Any fee or other compensation paid by you under this Agreement or any other agreement before such full performance by GroupWise must be held in escrow by the escrow agent specified in this Agreement, and GroupWise is prohibited from receiving any such fee or other compensation until all promised timeshare interest transfer services have been performed.

Senior Consultant
GroupWise
Date: _____

Steven Gines



Client Name
Date: _____

Time: _____

Client Name
Date: _____

Time: _____

EXHIBIT “7”

GroupWise, Inc.

701 N. Hermitage Road

Suite 26

Hermitage, PA 16148

724-981-6120

Authorization to Release Information

I/We are in the process of transferring my/our unit with your resort. This statement is my/our authorization for you to release all information pertaining to my/our account in order for GroupWise, Inc., to proceed with this transfer.

Resort: [REDACTED]

Unit and Week Number or Contract/Account/Owner Number: [REDACTED]

Below is the current information shown on our account:

Owner Name (Please Print) [REDACTED]	Co-Owner Name (Please Print) [REDACTED]
Owner Signature [REDACTED]	Co-Owner Signature [REDACTED]
Owners Social Security Number [REDACTED]	Co-Owner Social Security Number [REDACTED]
Street Address [REDACTED]	Street Address [REDACTED]
City, State, Zip [REDACTED]	City, State, Zip [REDACTED]
Phone Number [REDACTED]	Phone Number [REDACTED]
Email Address [REDACTED]	Email Address [REDACTED]

SAME

Date: 4-16-18

Thank you for your prompt cooperation.



EXHIBIT "8"

WHAT HAPPENS NEXT?



GROUPWISE, INC. CALLS TO CONFIRM INFORMATION

1

2

RECEIVE YOUR ACCESS ALLIANCE
MEMBERSHIP ID CARD

ACCESS ALLIANCE
DINING • HOTEL • GOLF • SKI • RECREATION • AND MUCH MORE!

GROUPWISE, INC.

YOUR NAME HERE

VALID THRU 1/28/10



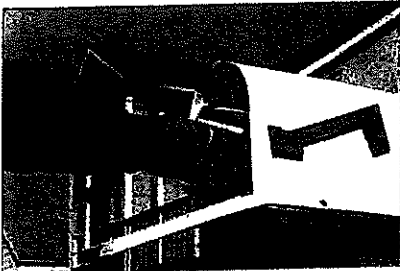
GROUPWISE, INC., SENDS THE TRANSFER
DOCUMENTS OUT TO YOU

3

IN 3 WEEKS

4

HAVE YOUR DOCUMENTS NOTARIZED

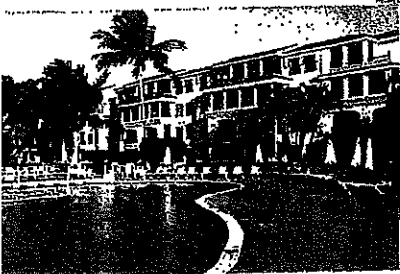


MAIL YOUR EXECUTED DOCUMENTS
BACK TO GROUPWISE, INC.

5

6

NEW DEED GETS RECORDED



RESORT NOTIFIED OF
OWNERSHIP CHANGE

7

8

CELEBRATE YOUR NEW FREEDOM!



EXHIBIT

8

tabbles

EXHIBIT "9"

5

GroupWise, Inc.

701 North Hermitage Road

Suite 26

Hermitage, PA 16148

877-981-6120

[REDACTED]
GW File # [REDACTED]

Re: [REDACTED]

Thank you for choosing GroupWise Inc. as your timeshare exit solution. Since 1995, we have helped thousands of timeshare owners rid themselves of unwanted timeshares.

My name is Jodi Snyder and I will be your personal deeding agent working on the transfer of your property or membership.

As a reminder, timeshare transfers can take anywhere between 90 and 180 days. Some close faster and some take a little longer. Rest assured that we will be getting you out of your property completely and permanently.

We have opened your file and you will be receiving documents within 14-21 business days, which will need to be signed and notarized. If you receive any bills or correspondence from your resort during the transfer process, please notify me and forward the documents to me as soon as possible so it can be added to your file.

Over the last 22 years, we have found that many aspects of completing the transfer of a timeshare property can be sped up by using email, whether it is to convey documents or getting status updates on a file. With that being said, we also all have parents and grandparents who might laugh at the thought of using an email!

We will work diligently and professionally to complete your transfer as quickly as possible either way.

Phone calls are appreciated and will be returned within 48 hours and emails are expedited. I have included my contact information below.

Thank You

Jodi Snyder

Jodi Snyder
Office Assistant
GroupWise, Inc.
724.981.6122 Ext 13
724.981.6123 Fax
jodi@groupwiseinc.com



EXHIBIT "10"

This conveyance is also subject to Developers reserves right, as more fully set forth under [redacted] of the Declaration of Condominium, to automatically commit the Grantee to membership in a master association as described therein, which Grantee agrees to such membership in by acceptance of this Deed.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The Grantors fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever.

Prior instrument reference: Instrument # [redacted], Book [redacted] Page [redacted], of the Recorder of [redacted] County, Florida.

WITNESS Grantors' hands this the 6th day of April, 2018.

Signed, Sealed and Delivered in the presence of these Witnesses

Sign

Witness Signature

Printed Name

Sign

Witness Signature

Printed Name

Sign

Witness Signature

Printed Name

Sign

Witness Signature

Printed Name

STATE OF [redacted]
COUNTY OF [redacted]

The foregoing instrument was acknowledged before me this [redacted] (date), by [redacted] who are personally known to me or who have produced [redacted] (type of identification) as identification.

Notary Public
Printed Name [redacted]
My Commission Expires: [redacted]



EXHIBIT “11”

FLORIDA RESIDENT / FLORIDA BASED TIMESHARE CONTRACT FOR SALE AND PURCHASE

This "Contract" is entered into on the day of 2018, between Buyer and Seller identified below.

Buyer:

Name: GroupWise, Inc

Address: 701 N. Hermitage Rd. Ste 26, Hermitage, PA 16148

Phone Number: 724.981.6122

Fax Number: 724.981.6123

E-mail address: rhonda@groupwiseinc.com

Website:

Seller:

Name:

Address:

Phone Number:

Fax Number:

E-mail address:

Buyer and Seller hereby agree that the Sellers shall sell and the Buyer shall buy the following Property upon the terms and conditions hereinafter set forth to wit.

Resort:

Week/Unit:

Contract Number:

Usage: Annual

PURCHASE PRICE IS

\$ 10.00

CASH NEEDED TO CLOSE:

\$ 0.00

1. Seller shall execute and convey all document and other instruments reasonably necessary to transfer the Property to Buyer (Trustee's, Guardian's or Personal Representative's Deed to be used in the event of Trust, Guardianship, or Estate). The Seller hereby warrants that the Property shall be sold free and clear of all liens and encumbrances. Buyer shall be responsible for all necessary closing costs. Transfer fees, including documentary stamps on the deed and title insurance, if applicable. Buyer may choose any qualified title agency to handle the closing.
2. If Buyer fails to make any payment or perform any of his obligations hereunder, including but not limited to the execution of any and all paperwork necessary, Seller has the option of terminating this contract

EXHIBIT

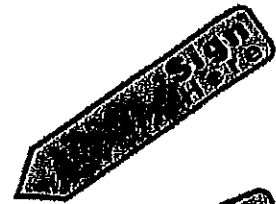
3. If Seller fails to perform any of his/her/their obligations hereunder, including but not limited to the provision and execution of any and all paperwork reasonably necessary to transfer the Property to Buyer, and required by the agency handling the closing, the Buyer has the option of terminating this contract and shall be entitled to a refund of the Purchase Price held in escrow and the escrow agent authorized by the Seller to pay these funds to the Buyer.
4. There is no mandatory exchange program included in this time share plan.
5. No agreements or representations, unless incorporated in this contract, shall be binding upon any of the parties.
6. The usage year 2019 maintenance fees, are Buyer's responsibility, and shall be reimbursed to Seller if already paid. Seller warrants the timeshare being purchased has not been space-banked, rented, or obligated in any manner for the usage year 2018 and beyond. Buyer's first usage shall be in the year 2018.
7. This agreement is governed by Pennsylvania law. Venue of any action involving this agreement shall be in the court of competent jurisdictions for Mercer County, Pennsylvania.
8. Entire Contract. Time is of the essence. All prior agreements have been incorporated into this contract, which constitutes the entire contract. It is intended as a final expression of their agreements with respect to the subject matter covered and may not be contradicted by evidence of any prior agreements or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceedings, if any, involving this agreement.

Page 2 of 3 BUYER'S INITIALS _____ SELLER'S INITIALS _____

REQUIRED NOTICE: Under Florida Law, Buyer may be deemed to have provided you with timeshare resale transfer services pursuant to this Contract. After those services have been fully performed. Buyer is obligated to provide you with written notice of such full performance and a copy of the recorded instrument or other legal document evidencing the transfer of ownership of or legal title to the Property to Buyer. Any fee or other compensation paid by you under this Contract or any other agreement before such full performance by Buyer must be held in escrow by the escrow agent specified in this Contract, and Buyer is prohibited from receiving any such fee or other compensation until all promised timeshare interest transfer services have been performed.

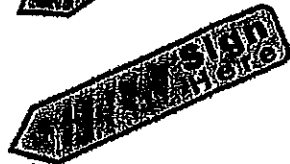
SELLER _____

DATE _____



SELLER _____

DATE _____



BUYER _____

DATE _____

GroupWise, Inc., Rhonda Allen Authorized Representative

Page 3 of 3 BUYER'S INITIALS _____

SELLER'S INITIALS _____

