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9 ALBERT FRIDLIN JEUNG and
10 KAREN UBALDI

FILED
Superior Court of California
County of Los Angeles
12/08/2021

Sherril R. Carter, Executive Officer / Clerk of Court
By: L. Marquez Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 ALBERT FRIDLIN JEUNG, individually and
14 KAREN UBALDI, individually,
15
16 Plaintiffs,

17 vs.

18 DIAMOND RESORTS U.S. COLLECTION
19 DEVELOPMENT, LLC, a Delaware Limited
20 Liability Corporation; DIAMOND RESORTS
21 FINANCIAL SERVICES, INC. and unknown
22 entity; DIAMOND RESORTS
23 INTERNATIONAL MARKETING, INC., a
24 California Corporation; and "EDDIE" IDO
25 BEN AM RAM, an individual, and DOES 1-
26 100, inclusive,
27
28 Defendants.

CASE NO.: 20STCV42539

[Honorable Virginia Keeny]
[Complaint Filed November 5, 2020]
[Trial Date: None set]

(Civil – Unlimited)

FIRST AMENDED COMPLAINT

Plaintiffs hereby allege:

I.
PARTIES

1. Plaintiff ALBERT FRIDLIN JEUNG (hereinafter “ALBERT”) resides in San Francisco County, California and has been a resident thereof at all times relevant herein. KAREN UBALDI (hereinafter “KAREN”) resides in Jackson County, Oregon and has been a resident

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1 thereof at all times relevant herein. ALBERT and KAREN are the adult children of ALFRED
2 KEONG JEUNG (hereinafter ("DECEDENT")), who died on November 6, 2018 at the age of
3 79. As such, they are entitled to bring an action for damages against the persons who and/or
4 entities which caused the death of their father.

5 2. Defendant DIAMOND RESORTS U.S. COLLECTION DEVELOPMENT, LLC, is and was at
6 all relevant times mentioned in this complaint, a Delaware Limited Liability Corporation,
7 conducting business in the State of California. Defendant DIAMOND RESORTS FINANCIAL
8 SERVICES, INC. is and was at all relevant times mentioned in this complaint, a collection
9 agency whose state of incorporation is unknown, conducting business in the State of California.
10 Defendant DIAMOND RESORTS INTERNATIONAL MARKETING, INC. is and was at all
11 relevant times mentioned in this complaint, a California corporation conducting business in the
12 State of California and holding itself out as the brokerage, real estate agent and real estate
13 licensee involved in the customer transactions. (Collectively these defendants and DOES 1-100
14 are referred to herein as "DIAMOND" and/or "Defendants.")

15 3. Plaintiffs are informed and believe and thereon allege that at all times mentioned herein, that
16 "Eddie" IDO BEN AM RAM, a resident at all relevant times of Los Angeles, California, was an
17 agent of Defendants employed by Defendants as a sales person, on information and belief in
18 multiple locations, including Las Vegas, Nevada, to sell DIAMOND timeshare points
19 Memberships, and during the course and scope of his employment with DIAMOND, was acting
20 as the agent, officer, director, contractors, servant, partner, joint venturer, employee, employer
21 or alter ego, of all remaining Defendants and at all times mentioned herein were acting within
22 the course and scope of such agency, service, partnership, contract, and/or employment with
23 DIAMOND.

24 4. The true names and capacities of each of the Defendants DOES 1 to 100, whether an individual
25 residing in the State of California, the State of Nevada or other state of these United States, or a
26 corporation, partnership, or other form of business entity authorized to do and doing business
27 under the laws of the State of California, State of Nevada or other state of these United States,
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1 or an associate or affiliate, are unknown to Plaintiffs, who therefore sue said Defendants by such
2 fictitious names pursuant to Code and prays leave of court to amend this Complaint to set forth
3 their true names and capacities when the same have been ascertained.

4 5. Plaintiffs are informed and believe and thereon allege that each of the Defendants designated
5 herein as DOES 1 to 100 are negligently, contractually or otherwise legally responsible in some
6 manner for the events and happenings herein alleged and that such actions and/or inactions
7 legally caused the injuries and/or damages to Plaintiffs, and are therefore liable, jointly and
8 severally with each other, for the damages and other relief Plaintiffs seek to recover by this
9 Complaint.

10 6. Plaintiffs are informed and believe and thereon allege that at all times mentioned herein, each of
11 the Defendants herein named were acting as the agent, officer, director, contractors, servant,
12 partner, joint-venturer, employee, employer or alter ego, of all remaining Defendants and at all
13 times mentioned herein were acting within the course and scope of such agency, service,
14 partnership, contract, and/or employment.

15 II.

16 DIAMOND'S TIMESHARE BUSINESS

17 7. At all relevant time DIAMOND was a timeshare regulated by the California Department of Real
18 Estate under the authority of the Vacation Ownership & Timeshare Act of 2004 (hereinafter
19 "Act") which is codified as Business and Professions Code 11210 et. seq.

20 8. At all relevant time DIAMOND was a timeshare regulated by the State of Nevada under the
21 authority of the Timeshare Act (hereinafter "Nevada Act") which is codified as Nevada Revised
22 Statutes (2015) 119a et. seq.

23 9. At all times relevant herein DIAMOND a multi-state timeshare plan in multiple states,
24 including but not limited to, the states of Nevada, California and Hawaii through which
25 DECEDENT purchased points in multiple state timeshare projects which is a nonspecific
26 timeshare interest, with the right to use accommodations at more than one site created or
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1 acquired through the timeshare plan's points based reservation system, but which did not include
2 a specific right to any accommodations at all.

3 10. At all times relevant herein DIAMOND as one of the world's largest timeshare companies.

4 DIAMOND used uniform standard forms, practices, procedures, representations and contracts
5 in conjunction with its timeshare business transactions. It is these transactions purportedly
6 entered into between DIAMOND and DECEDENT which are the basis of this action. Further,
7 there are common issues of fact and law common to all DIAMOND timeshare sales
8 presentations and contracts, including the sales presentations, standard forms, and contracts
9 which are the basis of this action, including DIAMONDs apparently custom and practice of
10 unconscionable high pressure sales tactics targeting vulnerable elderly customers.

11 11. DIAMOND has many sales, marketing and operational practices that serve to manipulate,
12 coerce and deceive potential customers, in particularly elderly customers who live on a fixed
13 income. These practices are designed to induce people to purchase timeshare interests above
14 and beyond their means, and to then not receive what was promised, and then when the
15 customer comes back to try and get what was promised, DIAMOND uses this to induce them to
16 be drawn further into the DIAMOND trap, spending more money, obligating themselves to
17 more future payments, etc.

18 12. Among DIAMOND's deceptive practices are:

- 19 a. Luring customers into purchasing Memberships by advertising certain premium or high
20 value properties at its sales presentations. These premium properties typically represent
21 DIAMOND's most luxurious properties or properties in the most prime location.
22 DIAMOND knows and intends that customers will be tempted to buy memberships
23 because they believe they will be able to vacation at these premium properties.
24 However, the demand for these premium properties is so high, that members are
25 disappointed when they cannot book reservations at these locations as these locations are
26 typically booked to full capacity a year in advance. For example, DIAMOND's Hawaii

1 properties do not have sufficient supply of inventory to satisfy reasonably expected
2 demand of its members.

3 b. DIAMOND also employs manipulative sales practices to create a bond of trust between
4 itself and its elderly customers. DIAMOND uses purportedly licensed real estate agents
5 and brokers to sell memberships. These DIAMOND employees then tell the customers
6 that they have a duty to tell the customers the truth and disclose all material facts in
7 connection with the DIAMOND membership being sold to the customer. In fact,
8 DIAMOND requires purchasers in Nevada and California forms required by each states
9 Department of Real Estate. DIAMOND through its purported real estate agents and
10 brokers notifies customers that they are under a duty to not deal with the customers in a
11 manner that is deceitful, fraudulent or dishonest. This is all designed by DIAMOND to
12 create a relationship of trust and confidence with its customers and prospective buyers.

13 c. DIAMOND is of course aware that its elderly customers are buying Memberships based
14 on DIAMOND's representations. DIAMOND abuses this purported bond of trust and
15 confidence by withholding material information from elderly customers and employing
16 high-pressure sales tactics designed to force elderly persons into buying expensive
17 Memberships that make no economic sense for someone in their 70s or 80s. For
18 example, DIAMOND routinely induces elderly persons to attend sales presentations
19 marketed as lasting a maximum of 90 minutes, but which instead often last five or six
20 hours or longer. DIAMOND uses this approach for the purpose of wearing down elderly
21 customers physically, emotionally and psychologically. Even when prospective
22 customers tell DIAMOND they are not interested, repeatedly, DIAMOND relentlessly
23 continues pitching them, keeping them effectively trapped until they relent. Many
24 elderly victims eventually succumb to these DIAMOND pressure tactics and buy a
25 Membership. On information and belief, it is DIAMONDs goal with its employees to
26 use these high-pressure and deceptive sales tactics to close the sale the same day the
27 elderly person is at the sales presentation.

- 1 d. Despite its fiduciary obligations and other duties to disclose all material information that
2 an elderly customer would consider to be important in deciding whether to purchase a
3 DIAMOND membership, DIAMOND fails to make those disclosures in a timely or
4 reasonable way, or at all. For example, DIAMOND routinely fails to disclose the fact
5 that there is no secondary market where the DIAMOND membership can be sold if and
6 when the customer no longer wants or needs it. This absence of a secondary market is
7 by design and part of DIAMOND's business plan. DIAMOND does not sell partial or
8 fractional interests in its real properties. Instead it has converted most or all of its
9 properties to a "points" system, depriving buyers of any real property interest or rights.
10 Depriving them of any potential real value in what they have purchased, especially value
11 for any secondary market. The "points" system DIAMOND uses lack any intrinsic
12 value or pricing integrity. DIAMOND can unilaterally change the value of a point at
13 any time. The pool of "points" DIAMOND can sell is essentially unlimited, and of
14 course any resource in unlimited supply with no guarantee of value is, essentially,
15 valueless. None of this was disclosed to DECEDENT or his wife before trapping them in
16 DIAMOND membership. DIAMOND knows that the economics of a DIAMOND
17 perpetual vacation membership for an elderly person does not make any sense.
- 18 e. DIAMOND charges unreasonable, unjust and baseless "closing costs".
- 19 f. DIAMOND has financial conflicts of interest in that it acts as seller, broker, agent,
20 property manager for all of the properties in its portfolio, and as lender.
- 21 g. In addition to the sales price of the points, DIAMOND also charges annual maintenance
22 fee assessments which escalate year after year, much more than inflation and include
23 inappropriate and unjust charges.
- 24 h. Contrary to DIAMOND's representations of show premium resorts and describe
25 member flexibility, most members are unable to use their points to book at DIAMOND
26 premium resorts due to DIAMOND having insufficient inventory to meet that
27 reasonably expected demand.
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- 1 i. DIAMOND cannibalizes existing members to push more and more sales of points. This
2 is known as “upselling”.
- 3 j. DIAMOND sales agents have sales quotas that must be met and which are the basis of
4 sales agents commissions. If they fail to meet the quotas, the sales agents risk losing
5 their jobs.
- 6 k. DIAMOND also serves as lender, only offering and pushing its own high interest loan
7 products to finance the purchase of points beyond the elder’s ability to pay. These loans
8 are often wildly unsuitable to the elder they are used with. DIAMOND purposefully
9 ignores any assessment of the elders ability to pay.
- 10 l. DIAMOND also pushes DIAMOND affiliated credit cards to finance purchases of
11 points, in some cases apparently applying for and charging cards without the advanced
12 knowledge or consent of customers.
- 13 m. The fact of these deceitful and coercive sales tactics are not disclosed to customers in
14 advance or with access to outside or independent advisors or in any way that they can
15 reasonably escape from the DIAMOND trap. To ensure a consistent message being
16 delivered by its sales staff, DIAMOND engages scripted sales practices and policies and
17 training so each of it’s agents know how to present the membership and points to
18 customers, how to exercise undue influence, duress, coercion, etc. to pressure customers,
19 including especially elderly customers, into purchase, how to overcome customers’
20 objections, and to execute and present final documents for signing to consummate the
21 sale, or even, on information and belief, to electronically forge customer signatures on
22 many of the transaction documents.
- 23 n. DIAMOND, on information and belief, has a zero-tolerance policy for sales agents who
24 stray from this script and training. See SEC EX-99.1 to DIAMOND’s SEC 8-K dated
25 January 23, 2016.
- 26 o. DIAMOND’s sales protocols including getting sales agents to convince existing
27 members that, despite having spent thousands of dollars for their time share points, and
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1 having to pay significant annual fees on top of the purchase price, that customers need to
2 spend thousands more to upgrade in order to continue to receive or improve the benefits
3 they want and thought they were buying in the first place.

- 4 p. DIAMOND also uses “owner update events” where DIAMOND is taking over an
5 existing time share with existing, non-DIAMOND customers with actual real property
6 interests to induce the owners to relinquish or transfer their real property interest to
7 DIAMOND and rather than giving points in exchange, uses the event to manipulate the
8 existing timeshare owners to actually pay DIAMOND for the customer’s relinquishment
9 of real property interest and pay for a DIAMOND membership.
- 10 q. DIAMOND knows that elderly retired persons in particular generally do not have
11 enough money from their social security and hard earned savings to be able to afford
12 DIAMOND memberships, especially at the higher levels. DIAMOND readily “solves”
13 this problem by offering inappropriate financing to these elderly customers on fixed
14 incomes so that the transactions can be pushed through before the vulnerable elderly
15 persons are able to get independent advice and escape from the DIAMOND trap. This
16 approach is use to avoid any traditional credit analysis, such as debt to income ratio
17 analysis to evaluate the elders ability to repay the loans, especially the predatorily high
18 interest rate loans offered by DIAMOND and its affiliates.
- 19 r. Imposing constraints and hurdles to dissuade or prevent elderly persons from leaving the
20 sales presentation.
- 21 s. Not allowing elderly persons to take sales materials and offers home to review and
22 consider their options or suitability.
- 23 t. Offering first day incentives such as a free night or weekend, or discounts or other
24 inducements which then obligate the prospective customer to stay for the sales pitch.
- 25 u. Telling elderly customers they are receiving special discounted offers and other
26 incentives that are only valid during that day of that sales pitch. This claim of time
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1 sensitivity is not true, of course. Rather the time sensitivity claim is simply an additional
2 sales pressure tactic to put the customer under duress.

3 v. Telling elderly customers that their points will increase in value or price, while failing to
4 disclose that there is no price integrity or resale value for points.

5 w. Failing to disclose the prohibition on advertising to sell or rent their points.

6 x. Further examples and explanations of DIAMOND's improper tactics and practices are
7 described in a New York Times article dated January 22, 2016, entitled "The Timeshare
8 Hard Sell Comes Roaring Back" and in the Arizona Republic article dated March 28,
9 2019 entitled "Company Convinces Arizona couple, nearly 90 years old, to buy
10 \$150,000 timeshare" and in a Consumer Affairs article dated March 29, 2019. A copy
11 of each of these articles is attached hereto as Exhibits H-J, respectively.

12 13. DIAMOND knew or should have known that DECEDENT and his wife would rely on
13 DIAMOND to disclose all material facts in connection with the sale of its products. However,
14 to avoid impeding sales and to induce DECEDENT and his wife to purchase DIAMOND
15 memberships and upgrades on the dates of the sales presentations, DIAMOND failed pursuant
16 to its uniform training to disclose the following information that reasonable consumers would
17 have wanted to know before making their purchase decisions.

18 a. DIAMOND's sales presentations focus on elder customers' desire to vacation at one of
19 DIAMOND's high value or premium accommodations, but DIAMOND fails to advise
20 those customers that inventory is inadequate to satisfy demand, the star ratings of most
21 DIAMOND inventory is not consistent with the representative samples promoted by
22 DIAMOND, the likelihood of booking a desired accommodation is low and some of the
23 time share units at its resort properties are not fully owned by DIAMOND, such that the
24 chance of getting reservations there is even lower.

25 b. DIAMOND's sales presentation of the benefit of "Other Redemption Opportunities"
26 such as flights, rental cars, hotels and cruises are ill advised in that they are not
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1 economical since the cost in points is not significantly lower, and may be more
2 expensive than just buying independently paying for those things.

- 3 c. DIAMOND's sales presentation referring to memberships as "investments" and a
4 purchase in real estate is misleading at best, since there is no active, organized or liquid
5 secondary or resale market such that Members are saddled with their Memberships for
6 life; they will probably not be able to sell or even give away their Memberships; or
7 DIAMOND severely limits the circumstances under which it will consent to transfer of
8 Memberships to another person.
- 9 d. In offering "mortgages" to assist customers to pay for the high cost of Membership,
10 DIAMOND fails to disclose that such loans are issued without any customary due
11 diligence such as evaluating the appropriateness of the loan for the borrower; and despite
12 issuing 1098 tax forms for the high interest rate on the "mortgage", it is not tax
13 deductible.
- 14 e. Despite explaining that Membership is a points-driven program and the value of those
15 points, DIAMOND fails to disclose that those points are arbitrarily valued and can be
16 manipulated at will by DIAMOND, the prices are inflated and lack any pricing integrity.
- 17 f. Despite pressuring elders to buy DIAMOND Memberships and presenting it as an
18 investment opportunity, it fails to disclose that there is no economic justification to buy a
19 Membership since the purported value is far outweighed by perpetual and limitless fees
20 and costs associated with Membership.
- 21 g. DIAMOND fails to disclose that anyone can easily book the same or substantially
22 equivalent accommodations, like the samples shown by DIAMOND at sales
23 presentations through other vendors like Expedia.com, Booking.com or Kayak.com or
24 similar entities, and that members could simply pay through a booking entity the same or
25 less than what the Membership costs to get the same accommodation, without incurring
26 any of the long term liabilities of Membership.
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- 1 h. DIAMOND fails to disclose that the purported “benefits” of Collection Membership are
2 not in fact tied to that Membership but are rather exclusive to and tied to Club
3 Membership, which comes at added costs.
- 4 i. DIAMOND requires the customer to pay purported closing costs (estimated to be about
5 3.5% of the price of Membership) but fails to disclose that such costs are unjustified and
6 do not reflect actual out of pocket variable expenses incurred by DIAMOND in the
7 transaction, and that such costs are not related to the sale of deeded real property.
- 8 j. DIAMOND portrays annual maintenance fees in its sales presentations as a minor
9 expense without disclosing that such fees rise faster than inflation as measured by the
10 CPI, they lack transparency, and that charges are included therein that would normally
11 be inappropriate to pass on to a time share member.
- 12 k. DIAMOND fails to disclose that it has a conflict of interest in that it (or a subsidiary or
13 affiliate) is also the property manager, and that it (or its subsidiary or affiliate) is paid
14 for on a cost-basis, incentivizing DIAMOND to maximize maintenance fees so that it
15 can pad it’s management fees and profits.

16 14. These material non-disclosures and misrepresentations would impact a reasonable elderly
17 persons’ willingness to purchase a DIAMOND membership. Had it been disclosed,
18 DEFENDANT and his wife would not have paid for the Membership, points, upgrades, and
19 fees.

20 15. As a consequence of DIAMONDS inappropriate and wrongful sales and financing tactics,
21 elderly DIAMOND customers not only have their savings depleted directly by the purchase, but
22 find themselves saddled with high interest debts (both direct loans from DIAMOND and from
23 DIAMOND’s affiliated credit cards), as well as rising annual maintenance fees and other
24 charges, all of which DIAMOND asserts members must pay in perpetuity on threat of defaulting
25 and losing all of the points and their entire “investment.” DIAMOND maintains the right to
26 foreclose on a Membership, taking back all that was sold while keeping all the ill-gotten gains
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1 taken by DIAMOND. As a consequence, many DIAMOND customers face financial ruin,
2 severe stress, mental anguish.

- 3 16. Often, at some point, DIAMONDs customers come to the realization that DIAMOND is not
4 delivering the value DIAMOND promised in the high pressure sales pitches. Elderly persons
5 often find themselves in a never-ending nightmare. It may and often does take years for the
6 elderly customer to have the realization that they have been manipulated and coerced into an
7 inappropriate transaction by DIAMOND. But now the elderly person is in a trap, with no way
8 out. Many, like DECEDENT, attempt to talk to DIAMOND about selling their interest back to
9 DIAMOND, or being able to sell or transfer it to someone else. However, DIAMOND has had
10 the practice of making sure that there is no viable, active or liquid secondary or resale market.
11 It is in DIAMOND's interest to make sure no such market exists, because it doesn't want
12 competition in selling more points to new and existing customers. In fact, some customers get
13 so desperate that they may offer to give away their membership to someone else or back to
14 DIAMOND, and DIAMOND generally declines the offer, because DIAMOND membership is a
15 liability, not an asset. Thus customers have no way of escaping DIAMOND's clutches. It's a
16 bit like the Mafia, once you are a member, you cannot leave, ever, and you have to keep paying
17 and paying and paying, whether or not you get any benefit from the payments.
- 18 17. Many complaints about DIAMOND's practices have been filed with governmental agencies,
19 with DIAMOND and online. Complaints have come from customers, DIAMOND employees,
20 agents and sales people about its deceptive trade practices. And yet DIAMOND has not been
21 held to account or done anything to make it right. On information and belief, DIAMOND
22 continues with the same egregious practices, showing no remorse or desire to stop defrauding,
23 manipulating, coercing and effectively stealing from elderly customers, and causing them
24 immeasurable anxiety, shame, guilt, fear, stress and mental and emotional suffering.

25 III.

26 DIAMOND'S INTERACTIONS WITH DECEDENT

1 18. Defendants fraudulently, and through coercion, undue influence and elder abuse, knowingly and
2 wrongfully induced DECEDENT (and his wife) to enter a series of transactions that caused
3 DECEDENT's and his wife's financial situation to become desperate and unsustainable. They
4 knew DECEDENT and his wife were on a limited fixed income, and that they could not afford
5 the transactions Defendants induced them into, and they knew that the only reason DECEDENT
6 and his wife were engaged with Defendants was to get out of the already oppressive financial
7 burdens imposed by Defendants, and yet Defendants promised to help, but instead lied to and
8 tricked and deceived and coerced DECEDENT and his wife to enter into further, more
9 oppressive, more damaging agreements despite their promises to do the opposite. As a
10 consequence, DECEDENT became desperate, mentally anguished, despondent and ultimately
11 could not resist the impulse caused by Defendants outrageous conduct, to end his own life. On
12 November 6, 2018, DECEDENT wrote a suicide note explaining as best he could what
13 DIAMOND had done to him and his family, apologized to his family and put a gun to his head
14 and pulled the trigger, ending his life. A true and correct copy of his suicide note is attached as
15 Exhibit G.

16 19. By way of background, in or around August 12, 2016, DECEDENT and his wife purportedly
17 entered into a written Agreement with Defendants (Exhibit A, "the August 2016 Agreement"),
18 in which DECEDENT (then almost 77 years old) agreed to purchase a timeshare interest or
19 "Membership" in Diamond Resorts U.S. Collection Development, contract #17470578. This
20 Membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-
21 profit Delaware corporation, the Association, consisted of 100,000 points with an initial usage
22 year of 2017. The total price of this timeshare membership was \$9,700.00. DECEDENT and his
23 wife paid cash for this purchase. In addition, ownership of this Membership also created an
24 annual assessment of \$567.00.

25 20. In or around October 17, 2016, after being contacted by DIAMOND, DECEDENT allegedly
26 entered into a written Agreement with Defendants (Exhibit B, "the October 2018 Agreement"),
27 in which DECEDENT allegedly agreed to purchase a timeshare interest or "Membership" in
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1 Diamond Resorts U.S. Collection Development. This Membership in the Diamond Resorts U.S.
2 Collection Members Association, a non-stock, non-profit Delaware corporation, the
3 Association, consisted of 15,000 points with an initial usage year of 2017. The total price of this
4 timeshare Membership was \$50,099.00. DECEDENT made a \$14,528 down payment and
5 financed \$36,321, which was to be financed at a fixed annual interest rate of 12.274999%,
6 creating a total sale price of \$77,754.80, of which \$26,905.80 was finance charges. In addition,
7 ownership of this Membership also created an annual assessment of \$2,427.00. Defendants
8 acknowledged the application of California law to them in this transaction by virtue of having
9 references to California law and purporting to comply with it in the transaction documents.

10 21. In or around May 1, 2017, again after being contacted by DIAMOND, DECEDENT purportedly
11 entered into a written Agreement with Defendants (Exhibit C, "the May 2017 Agreement"), in
12 which DECEDENT agreed to purchase a timeshare interest or "Membership" in Diamond
13 Resorts U.S. Collection Development. This Membership in the Diamond Resorts U.S.
14 Collection members Association, a non-stock, non-profit Delaware corporation, the Association,
15 consisted of 10,000 points with an initial usage year of 2017. The total price of this timeshare
16 membership was \$29,200.00. DECEDENT made a \$5,850.00 down payment and financed
17 \$24,100.00, which was to be financed at a fixed annual interest rate of 12.4192%, creating a
18 total sale price of \$48,045.60, of which \$18,095.60 was finance charges. In addition, ownership
19 of this Membership also created an annual assessment of \$1,685.00.15.

20 22. In or around September 15, 2017, again after being contacted by DIAMOND, DECEDENT
21 purportedly entered into a written Agreement with Defendants (Exhibit D, "the September 2017
22 Agreement"), contract# 0027319425 in which DECEDENT and his wife allegedly agreed to
23 purchase a timeshare interest or "Membership" in Diamond Resorts Hawaii Collection
24 Development. This Membership in the Diamond Resorts Hawaii Collection Members
25 Association, a non-stock, non-profit Delaware corporation, the Association, consisted of 10,000
26 points with an initial usage year of 2018. The total price of this Hawaii Collection timeshare
27 Membership was \$169,299.00. DECEDENT made a \$10,484.00 cash deposit and also received
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1 "trade in credit" of \$116,879.00 for conveying to Diamond Resorts Hawaii Collection their
2 existing timeshare interests, creating a balance due of \$42,686.00, which was to be financed at a
3 fixed annual interest rate of 11.99% per year per the purchase and security agreement, however
4 which was really subject to an annual interest rate of 12.2325%. As such, the sales price was
5 actually \$201,543.40, with finance charges of \$31,494.40. In addition, ownership of this
6 Membership also created an annual assessment of \$9,383.00. DECEDENT was further directed
7 to make their payments to Diamond Resorts Financial Services, Inc. P.O. Box 60480, Los
8 Angeles, California 90060-0480.

9 23. Prior to August 16, 2018, DECEDENT received a phone call from a female sales agent who
10 represented herself to be calling on behalf of DIAMOND. The sales agent advised DECEDENT
11 by phone that he had over \$28,000 he could use towards the purchase of another 15,000
12 timeshare points. DECEDENT was informed and believed that he would be able to add the
13 additional points to the 50,000 points he had previously purchased in the Diamond Resorts
14 Hawaii Collection, however, this representation was false. Also false were representations made
15 by the sales agent that DECEDNENT could use some of the \$28,000 to pay for some of their
16 annual timeshare fees.

17 24. DECEDENT expressed to DIAMOND his and his wife's desire to get out of their Membership
18 given their advanced age, and inability or unwillingness to use the membership, the
19 unsustainable cost of it, and their inability to afford it. DECEDENT was reassured by
20 DIAMOND that it could be sorted out, not to worry, DIAMOND would take care of them, and
21 that they should come to one of the properties to discuss the matter and how it could be
22 resolved. This was, in fact a ruse by DIAMOND to upsell more. In fact, on information and
23 belief, DIAMOND knows that many of its elderly customers are not well served by
24 Membership because many have sought to get out of the unsustainable financial obligations.
25 DIAMOND's approach, on information and belief, is to use this as an opportunity to upsell
26 those vulnerable elders yet again! They lure the elder in with promises of figuring out how to
27 get out of the burden, and then in the sales presentation, tell them they have to upgrade to get
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1 out, and have them upgrade again, for more money, more obligation, only to then let the elders
2 discover, after the fact, that in fact, they did not and cannot get out, and that their obligations
3 have only increased and still remain permanent. That is what DIAMOND did to DECEDENT
4 and his wife.

5 25. In or around August 16, 2018, DECEDENT was induced to enter and did enter into a written
6 Agreement with Defendants (Exhibit E, "the August 2018 Agreement"), in which DECEDENT
7 agreed to purchase a timeshare interest or "Membership" in Diamond Resorts U.S. Collection
8 Development, contract number 17982241. This Membership in the Diamond Resorts U.S.
9 Collection Members Association, a non-stock, non-profit Delaware corporation, the
10 Association, consisted of 15,000 points, which qualified DECEDENT and his wife to become a
11 Premium Member with The Club at Diamond Resorts International. The total price of this
12 timeshare Membership was more than DECEDENT could afford, however, due to the
13 concealment of material information, and contrary to the representations of the sales agents,
14 DECEDENT did not "have" \$28,000 to use towards the purchase, and instead had to pay for all
15 the points they purchased in the Diamond Resorts U.S. Collections Members Association.

16 26. Following their purchase in August 2018, DECEDENT was again directly targeted by
17 Defendants who induced them to attend a sales presentation at the Polo Towers in Las Vegas,
18 Nevada on October 11, 2018. The sales presentation began at 8:00 a.m. and was led by
19 Defendant "Eddie" Ido Ben AmRam ("Eddie"). Eddie advised DECEDENT that his annual
20 maintenance fees were going to be \$17,000-\$18,000 per year because they owned 50,000 points
21 in the Hawaii Collection and additional points in the U.S. Collection. DECEDENT and his wife
22 first inquired about selling their Hawaii Collection timeshare, but were falsely told by Eddie that
23 they could not sell them back to DIAMOND because it was in Hawaii. Eddie continued his high
24 pressure sales tactics, and when DECEDENT asked to think about it they were falsely told by
25 Eddie that his "boss" was only going to be there today, so it was a one day offer, when in fact
26 these representations were false and Eddie's boss was seen by DECEDENT the next day at the
27 sales office at the Polo Towers. Eddie fraudulently represented to DECEDENT that if he
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1 purchased enough additional points he would be able to consolidate both the Hawaii Collection
2 and U.S. Collection timeshare into a U.S. Collection timeshare so they could get out of the
3 DIAMOND Membership for good. Eddie further falsely induced DECEDENT to enter into the
4 contract by advising him that if he or his wife passed away, the survivor could call DIAMOND
5 to explain the death and changed financial situation and either donate the timeshare or give it
6 back to Defendants. However, all of these representations were false when they were made, yet
7 Defendants ratified them and their agents made them anyhow. Plaintiffs are informed and
8 believe and thereon allege that they were made as part of Defendant's usual and customary
9 business plan to up-sell DECEDENT, as well as other older persons and vulnerable persons, by
10 concealing material information from them, creating a false sense of urgency, and exploiting
11 them financially by financially inducing them to purchase additional timeshare points under the
12 guise of being able to purchase their way out of continued ownership of any DIAMOND
13 timeshares.

14 27. As a result, in or around October 11, 2018, DECEDENT purportedly entered into a written
15 Agreement with Defendants (Exhibit F, "the October 2018 Agreement"), in which DECEDENT
16 agreed to purchase a timeshare interest or "Membership" in Diamond Resorts U.S. Collection
17 Development. This Membership in the Diamond Resorts U.S. Collection Members Association,
18 a non-stock, non-profit Delaware corporation, the Association, consisted of 100,000 points with
19 an initial usage year of 2019. The total price of this timeshare Membership was \$424,297.00.
20 DECEDENT made a \$76,502 cash deposit and also received "trade in credit" of \$169,299 for
21 conveying to DIAMOND his existing timeshare interests, creating a down payment of \$245,801
22 and a balance due after financing of \$179,246.00, which was to be financed at a fixed annual
23 interest rate of 11.99%. DECEDENT financed \$179,246.00, which was to be financed at a fixed
24 annual interest rate of 12.0479%, creating a total sale price of \$554,995.40, of which
25 \$129,948.40 was finance charges. This resulted in a monthly payment of \$2,576.62 for the
26 Membership alone. In addition, ownership of this Membership also created an annual
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1 assessment of \$17,124. As such, the total costs of this Membership were just over \$48,000 per
2 year. In addition, the loan was for 120 months (ten years).

3 28. On October 11, 2018, seeking to exit the timeshare Memberships, not to add to them,
4 DECEDENT was fraudulently induced to travel to, attend and purchase additional timeshare
5 Membership points based on concealment of material facts and false representations made by
6 Eddie, an agent or employee of Defendants that if DECEDENT consolidated all of the
7 timeshare memberships into one membership by trading in the 50,000 points in the Diamond
8 Resorts Hawaii Collection into the Diamond Resorts U.S. Collection they could get out of all of
9 their timeshare and Membership obligations. It was also represented to DECEDENT that there
10 was a no obligation clause in the contract that provided that their heirs would be under no
11 obligation to receive the Membership upon the death of DECEDENT and his wife.

12 29. At no time was DECEDENT asked if he and his wife wished to have their own real estate
13 broker or attorney review any of the timeshare contracts. No such opportunity was provided.
14 However, DECEDENT was fraudulently induced and in justifiable reliance on Defendants'
15 representations and concealment, requested to initial, and did, initial a statement in the "Sales
16 Presentation Confirmations" prepared by Defendants that "I understand that my membership is
17 perpetual and can be passed on to my heirs, if my heirs elect to receive my membership, but
18 there is no obligation for them to accept the membership," as well as numerous other
19 statements, including a statement that they could "afford" the \$424,297 purchase and the
20 accompanying ten year liability of in excess of \$48,000 per year in timeshare Membership
21 assessments and annual fees, all to their detriment.

22 30. At all times Defendant Eddie was acting as a dual agent with a fiduciary duty to explain to
23 DECEDENT the terms and meaning of the timeshare contracts and the Assignment, and his
24 failure to so inform DECEDENT was concealment of false or misleading information.

25 31. At the time that the Defendants, and each of them and Does 1-100 made these representations to
26 DECEDENT and his wife, Defendants knew that DECEDENT and his wife were in attendance
27 at the sales presentation attempting to exit their timeshare points Memberships due to their
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1 advancing ages (by then he was 79 years old), not increase their debt and timeshare points
2 ownerships. In spite of this, Defendants and each of them, sought to financially exploit
3 DECEDENT and his wife's vulnerability as older persons seeking to set their personal affairs in
4 order prior to their deaths, and exerted undue influence, engaged in acts of concealment, false
5 representations, financial intimidation, and high pressure sales tactics, including confining
6 DECEDENT and his wife to the sales office for more than eight hours. Defendants were also
7 aware that DECEDENT and his wife were retired living on a fixed income, and that
8 DECEDENT and his wife were unable to afford \$48,000 per year in timeshare Membership
9 annual assessment and monthly payment sold to them by Defendants and each of them on
10 October 11, 2018, the true amount of which and financing terms were concealed from them by
11 DIAMOND.

12 32. As part of and in furtherance of Defendants' illegal business practices, during the marathon sales
13 presentation which, and in conjunction with the high pressure sales tactics and as a financial
14 vehicle to finance the DECEDENT and his wife's purchase of the timeshare Membership on
15 October 11, 2018, DECEDENT and his wife were induced to purportedly agree to the issuance
16 to DECEDENT and to his wife, a "Diamond Resorts International World MasterCard", and
17 were instantly approved for said credit cards while attending the marathon sales meeting
18 without their consent. DECEDENT and his wife were not made aware of the opening of the two
19 MasterCard accounts or the charges put on the cards until after the timeshare presentation when
20 they were advised by Eddie that the credit cards had already been approved and charged
21 multiple times for the amounts due on the contract before DECEDENT had consented, making
22 him feel trapped. Thereafter, immediately after being issued on October 11, 2018, while
23 DECEDENT and his wife were still at the sales presentation, each of their new "Diamond
24 Resort International" MasterCard were charged for the down payment, resulting in total charges
25 of over \$76,000 in down payments.

26 33. When defendants made these representations they knew them to be false, and these
27 representations were made by Defendants with the intent to defraud and deceive DECEDENT
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1 and his wife, and with the intent to induce DECEDENT and his wife to act and to purchase
2 additional timeshare points Memberships.

3 34. In furtherance of Defendants illegal business practices, DECEDENT and his wife were
4 presented numerous lengthy legal forms to sign and initial, but provided no meaningful time to
5 read them nor an opportunity to consult with an attorney. Some of the forms were not even
6 physically presented and instead DIAMOND caused unauthorized electronic forgeries to be
7 attached to the documents. DECEDENT and his wife were further induced to believe that
8 Defendants, and each of them, were licensed Nevada Real Estate Licensees conducting business
9 in compliance with the laws of the State of Nevada, and in accordance with Nev. Rev. Stat.
10 119a et seq. governing the sale of Timeshares, when at all times such representations were false.

11 35. In order to provide DECEDENT and his wife with financing for the foregoing Membership
12 purchases, DECEDENT and his wife were required to apply for and finance their Membership
13 purchases with multiple Diamond Resorts International World MasterCard. On October 11,
14 2018, Defendants received \$76,502 in payments from DECEDENT and his wife through
15 multiple charges billed to their respective Diamond Resort credit cards. As such, not only were
16 DECEDENT and his wife paying finance charges for the Membership purchases themselves,
17 they were also paying additional finance charges ranging from 16.99% to 22.24%.

18 36. At all relevant times Defendants have adopted and used standardized agreements, including but
19 not limited to, a standard Purchase and Security Agreement. At the same that DECEDENT and
20 his wife entered into the Purchase and Security Agreement, Diamond insists that DECEDENT
21 and his wife assign the timeshare interest's use rights into a trust in exchange for "points"
22 redeemable at other locations. The standard agreement by which the purchaser assigns his/her
23 interest in the time-share to the Diamond Resorts International Club, Inc. known as the
24 "Agreement."

25 37. As a standard practice, contemporaneously with the purchase of their timeshare Memberships,
26 DECEDENT and his wife were induced to and did assign their rights to use, occupy and possess
27 the timeshare to Club Diamond pursuant to the Assignment.
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1 38. At the time that that DECEDENT and his wife entered into the ten year October 2018
2 Agreement, DECEDENT was 79 years old and his wife was 75 years old, and therefore "older
3 persons" and/or "vulnerable persons" within the meaning of Nev. Res. Stat. Ann. §200.5092
4 (2015). The illegal activities of Defendants, and each of them, as set forth herein were
5 purposefully directed at DECEDENT and his wife who were both over the age of 60 ("older
6 persons"), in violation of the laws of Nevada protecting the class of people who are older
7 persons or vulnerable persons, to which class of persons the DECEDENT and his wife
8 belonged, from abuse, neglect, exploitation or isolation in violation of the law within the
9 meaning of Nev. Res. Stat. Ann. §200.5092 (2015). Similarly, under California's Elder and
10 Dependent Adult Civil Protection Act ("EADACPA") DECEDENT and his wife were at all
11 relevant times "elders", Cal. Welf. & Inst. Code 15610.27 and members of a "disadvantaged
12 class", Cal. Welf. & Inst. Code 15600(h). Defendants violated California's laws protecting
13 DECEDENT and his wife from abuse, neglect, isolation or other treatment with resulting
14 physical harm or pain or mental suffering and financial abuse in violation of Cal. Welf. & Inst.
15 Code 15610.06, 15610.07, 15610.30, 15610.53, 15610.70 and Cal. Civ. Code 3345.

16 39. By reason of the Defendants actions, Plaintiffs have been damages in the amount according to
17 proof at trial.

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23 IV.

24 CAUSES OF ACTION

25 **FIRST CAUSE OF ACTION – WRONGFUL DEATH OF AN ADULT;**

26 **HEIRS AS PLAINTIFFS BASED ON INTENTIONAL CONDUCT**

27 **(Against All Defendants, and DOES 1-100)**

- 1 40. Plaintiffs incorporate by this reference each and every allegation contained in Paragraphs 1
2 through 39 as though fully set forth herein.
- 3 41. Plaintiffs ALBERT and KAREN are the sole surviving adult children and are heirs of the
4 DECEDENT, who died by suicide on November 6, 2018.
- 5 42. At all times relevant herein, Defendants, and each of them and their agents had a duty to
6 exercise reasonable care to DECEDENT (and his wife) who were older persons who were
7 buyers and potential repeat buyers of Defendants timeshare Memberships and related services,
8 however, Defendants breached their duty of care to DECEDENT (and his wife), harming
9 Plaintiffs through their collective breaches of their duties of care and wrongful conduct, as set
10 forth herein above, proximately caused damages to Plaintiffs.
- 11 43. Prior to his death on November 6, 2018, DECEDENT left a suicide note (Exhibit "G") in which
12 he apologized to his wife, of many years, for trapping them in a financial hole as a result of
13 being up-sold timeshare points Memberships, deceptive trade-in values, financial products and
14 financing terms that he did not understand, thus becoming indebted to Defendants as a result of
15 their deceptive business practices and concealment of schemes developed to up-sell the
16 DECEDENT and his wife, and other older persons, successively more timeshare Membership
17 points as a way to exit their timeshare obligations to DIAMOND and avoid passing the
18 timeshare debt associated therewith to their children.
- 19 44. Defendants' actions were done intentionally. Defendants' actions, namely manipulating, lying
20 to, deceiving, coercing DECEDENT and his wife to incur so much debt that Defendants knew
21 he could not sustain, knowing he was on a hard earned fixed income, knowing that he had no
22 other means to support himself, his wife and family, was outrageous. Those actions were done
23 by Defendants with conscious and reckless disregard of the harm it would cause DECEDENT,
24 including severe mental distress and mental suffering. In fact, it was defendants' intention, by
25 using manipulative, coercive and fraudulent tactics to cause serious mental distress such as to
26 cause DECEDENT and other elderly clients to feel trapped, deprived of free will, and coerced
27 into a transaction that they did not want to do, and otherwise would not have done. Lying to
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1 DECEDENT and his wife about their ability to get out of the timeshare, about having to buy
2 more points to be able to sell them (when that was never true), about the fact that this burden of
3 annual dues would become an obligation of their children through inheritance, together with the
4 excessively long sales meetings, the opening of credit accounts without knowledge or consent,
5 the charging of credit cards without knowledge or consent, all were designed to create such a
6 desperate state of affairs, emotionally, for DECEDENT that they would feel absolutely trapped,
7 such that his and his wife's free will would be overcome. Those purposefully emotionally
8 abusive actions by Defendants worked. Although DECEDENT and his wife fully intended to
9 get out of their time share obligations, their free will was overcome based on the pressure-sales-
10 tactics planned out and used purposefully by Defendants. As a direct consequence,
11 DECEDENT and his wife found themselves in an even more desperate situation than before.
12 Defendants' actions caused such mental distress and mental suffering in DECEDENT such that
13 their actions were a substantial factor in bringing about DECEDENT's suicide.

14 45. Plaintiffs allege that a proximate result of the death of DECEDENT caused by Defendants, they
15 has lost his ongoing love, companionship, comfort, care, assistance, protection, affection,
16 society, training, guidance and support.

17 **SECOND CAUSE OF ACTION – WRONGFUL DEATH OF AN ADULT;**

18 **HEIRS AS PLAINTIFFS BASED ON NEGLIGENT CONDUCT**

19 **(Against All Defendants, and DOES 1-100)**

20 46. Plaintiffs incorporate by this reference each and every allegation contained in Paragraphs 1
21 through 39, 41-43, and 45 as though fully set forth herein.

22 47. Defendants owed DECEDENT and his wife a duty of care as a matter of common law and
23 contract law. For example, in the transaction documents on October 11, 2018, Defendant
24 represents that Defendant's employee/licensee has the following duties of care: "shall: 1. Not
25 deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or
26 dishonest. 2. Exercise reasonable skill and care with respect to all parties to the real estate
27 transaction. 3. Disclose to each party the to the real estate transaction as soon as practicable: a.
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1 Any material and relevant facts, data or information which licensee knows, or with reasonable
2 care and diligence the licensee should know, about the property.”

3 48. Defendants made representations about the state of DECEDENT’s obligations to Defendants
4 under the existing contract, including that his children and grandchildren would have to pay the
5 annual fees forever, and that there was no way out of the existing contract without buying more
6 points, and that once more points were purchased, they would be able to be sold, such that he
7 could free himself and his family from future obligations, and recoup his prior investment and
8 the then planned upsell payments and obligations. Defendant made representations that the
9 credit cards and credit card charges that had been made (without Decedent’s or his wife’s
10 consent) in the tens of thousands of dollars on October 11, 2018 would not be reverse such that
11 they had to go through with the transaction. These and other false representations were made to
12 DECEDENT and his wife on or about October 11, 2018 in violation of the common law and
13 contractual duty of care. Those representations were false. Defendants had no basis for
14 believing them to be true. The representations were made for the purpose of inducing
15 DECEDENT and his wife to rely on them. DECEDENT and his wife were not aware of the
16 falsity of the representations and were justified, given the circumstances in relying on the
17 representations. As a result of this reliance, DECEDENT and his wife went forward with this
18 unsustainable, horrible and abusive transaction based on lies. As a result, after DECEDENT
19 came home and was able to have some distance from the transaction, he realized that he had
20 been duped and coerced again in to an even worse position than he had been in before, more
21 debt, more forever obligations.

22 49. Defendants’ wrongful actions, including negligent misrepresentations, and negligently and
23 recklessly putting DECEDENT’s financial and emotional state at severe risk, caused a mental
24 infirmity and a mental illness in DECEDENT resulting in an uncontrollable impulse to commit
25 suicide. In short, Defendants’ wrongful actions caused DECEDENT to be unable to decide to
26 and act on that decision to refrain from killing himself in the moment when he pulled the
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1 trigger. As a result of Defendants' wrongful and negligent conduct, DECEDENT was put into
2 such a mental condition such that he was unable to control the impulse to kill himself.

3 **THIRD CAUSE OF ACTION – WRONGFUL DEATH OF AN ADULT;**
4 **HEIRS AS PLAINTIFFS BASED ON BREACH OF FIDUCIARY DUTY**

5 **(Against All Defendants, and DOES 1-100)**

6 50. Plaintiffs incorporate by this reference each and every allegation contained in Paragraphs 1
7 through 39, 41-43, 45, and 47-49 as though fully set forth herein.

8 51. Defendants and their employees acted as agent for DECEDENT and his wife pursuant to the
9 documents signed by the parties. As such Defendants' employee had a dual agency relationship
10 giving rise to a fiduciary obligation to DECEDENT and his wife.

11 52. Further, Defendants had a fiduciary obligation to DECEDENT and his wife in that they had
12 possession of confidential information (which they used for their own gain), and had possession
13 of DECEDENT's and his wife's money, which they had an obligation to hold in good faith and
14 to return on request. Taking their money by way of fraudulent credit applications and credit card
15 charges done without the knowledge or consent of DECEDENT or his wife put them in a
16 situation of holding DECEDENT's and his wife's money for the benefit of DECEDENT and his
17 wife. As such it gave rise to a fiduciary relationship (in addition to the one arising from the dual
18 agency relationship). These funds were purportedly taken by Defendants for the benefit of
19 DECEDENT and his wife, to aid in the transaction being closed.

20 53. Defendants also represented that title to the benefits DECEDENT was to receive was held by a
21 trustee in Defendants' US Collection, for the benefit of members, like DECEDENT. This also
22 created fiduciary obligations. (See Exhibit F, p 32.)

23 54. Defendants breached these obligations, which ultimately caused DECEDENT to suffer from a
24 mental illness, which lead to an uncontrollable impulse to take his own life on November 6,
25 2018. As a result, DECEDENT'S family was damaged.

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V.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs DEMAND TRIAL BY JURY.

WHEREFORE, Plaintiffs further demand judgments against Defendants, and DOES 1-100, jointly and severally, as follows:

1. For general damages according to proof;
2. For special damages according to proof;
3. For Prejudgment Interest;
4. For Costs of Suit; and
5. For other relief as the court may deem just and proper.

DATED: November 24, 2021

NETTESHEIM LAW

By: 

Christoph T. Nettesheim,
Attorneys for Plaintiffs
ALBERT FRIDLIN JEUNG and
KAREN UBALDI

11-6-2018

I WOULD LIKE TO APOLOGIZE TO MY FAMILY, BROTHERS + SISTERS AND IN-LAWS FOR MY ACTIONS. IT STARTED AS AN INNOCENT ACT OF JOINING A TIMESHARE OVER 20 YEARS AGO. IT JUST BALLONED INTO A HOLE WE (HEARD) COULDN'T GET OUT OF. DIAMOND RESORTS JUST KEEP UP THE PRESSURE TO BUY MORE POINTS AND UPGRADES KNOWING WE WANTED BADLY TO GET RID OF OUR MEMBERSHIP. THE LAST PROMISE FROM EDDIE IDO / DIAMOND RESORTS SALES OFFICE SAID THAT IF WE CONSOLIDATES OUR CONTRACTS INTO ONE BY TRADING OUR PLATINUM HAWAII COLLECTION INTO THE U.S. COLLECTION. IN ORDER TO CONSOLIDATE, HE SAID WE HAD TO PURCHASE ANOTHER 50,000 POINTS IN THE U.S. COLLECTION FOR TRADING OUR 50,000 POINTS IN THE HAWAII COLLECTION. WE WERE ALSO TOLD THAT THERE IS A NO OBLIGATION BECAUSE IN THE CONTRACT THAT OUR HEIRS HAS NO OBLIGATION OBLIGATION FOR THEM TO RECEIVE THE MEMBERSHIP. THIS WAS LISTED IN THE SALES PRESENTATION CONFIRMATION FORM FROM OUR LAST PURCHASE ON 10-11-2018. DURING THE LAST 20 YEARS, WE DID UPGRADES TRYING TO BETTER OUR POSITION TO GET OUT OF OUR MEMBERSHIP BUT IT SEEMS THAT IT WAS SET UP TO TRAP US DEEPER IN THE HOLE. SINCE COMING BACK FROM VEGAS IN OCTOBER, I HAVE LOST MY APETITE, LOST WEIGHT AND DEVELOPED BOWEL MOVEMENT PROBLEMS. I CANNOT SEE MYSELF FROM BEING FREE OF THIS PROBLEM.

Warrant to
QCX for DA