

testimony in this cause, jointly move that the Court approve and enter this final Judgment as to said named parties and Defendants.

STIPULATIONS

It is stipulated by and between the parties that Plaintiff and RPT Defendants have fully compromised and settled all of Plaintiffs claims against RPT Defendants stated in Plaintiffs Original Petition for Civil Penalties and Injunctive Relief filed in this cause, and that Plaintiff and RPT Defendants do consent and agree to the entry of this Judgment, without trial, further hearing or further adjudication of any issue of fact or law.

It is stipulated by and between the parties that this Agreed Final Judgment and Permanent Injunction as to Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions, does not dispose of the remaining claims, if any, of Plaintiff as against the other remaining defendants in this cause; to wit: Travel Services Inc., a.k.a. Funseekers Vacations, Inc., William H. Bailey, Individually, and Christy Spensberger, Individually.

It is specifically stipulated by and between the parties that they: a) understand this Judgment, its provisions and its obligations; b) are aware of the duties placed upon them by it and are desirous and capable of carrying out those duties in full; c) have had benefit of legal counsel; d) waive all rights to appeal from this Judgment; that they have actively participated in negotiations leading to this agreed Judgment; e) confirm that this agreement is freely and voluntarily made without duress; f) confirm that this agreement is made because of the uncertainty and costs of litigation; g) confirm that this settlement between the parties is fair, reasonable and just; h) confirm that this agreed judgment is in accord with the Texas Deceptive



Trade Practices Act (DTPA) as well as all other applicable law and is proper in all respects; i) acknowledge receipt and acceptance of copies of this Judgment and have full notice of the terms of this Judgment; j) confirm that the issuance and service of a Writ of Injunction are waived; and, k) confirm that the terms of this Judgment are sufficiently detailed and specific to be enforceable by the Court.

It is stipulated by and between the parties that this Court has jurisdiction of this matter and that venue is proper in Dallas County, Texas because a substantial part of the events or omissions giving rise to this law suit occurred in Dallas County.

It is acknowledged that the defendants Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, have entered into this agreed Judgment, without admitting or conceding any liability and without admitting to any violations of law or wrong doing of any kind, and no such wrongdoing or violation of law shall be presumed by the entry of this judgment. Moreover, the parties stipulate that Adrian Miller and Royal Palms Travel, Inc. have reached out to consumers to address the complaints of consumers and settle claims prior to the entry of this Agreed Final Judgment and Permanent Injunction.

The State further stipulates and agrees that the Office of the Attorney General Consumer Protection and Public Health Division will continue to forward true, accurate and complete copies of all consumer complaints received by the Office of the Attorney General to Royal Palms Travel, Inc. on a monthly basis for five years from the entry of this order.



The State further stipulates and agrees that unless exigent circumstances exist, at least thirty (30) days prior to and as a prerequisite to instituting any court action, the Consumer Protection Division of the Office of the Attorney General shall contact Royal Palms Travel, Inc. and Adrian Miller at their last known addresses, and inform Royal Palms Travel, Inc. and Adrian Miller with reasonable specificity regarding any alleged unlawful conduct or violation of the Permanent Injunction section of this Agreed Final Judgment and Permanent Injunction. The parties shall agree to mediation of any such dispute prior to instituting any court action. The mediation will be conducted by a mediator agreed upon by the parties. The parties will divide the costs. In regards to individual consumer complaints, the Dallas Regional Office of the Attorney General, Consumer Protection and Public Health Division will, upon request attempt to mediate individual consumer complaints with Royal Palms Travel, Inc. In the event that exigent circumstances exist such that emergency relief by the Court is deemed necessary by Plaintiff, the Consumer Protection Division of the Office of the Attorney General shall nevertheless provide Royal Palms Travel, Inc. and Adrian Miller at least 24 hours prior notice at their last known addresses, prior to any such emergency court action.

The parties stipulate that Plaintiff's execution of this Judgment does not constitute an approval by the Plaintiff of RPT Defendant's business practices.

It is stipulated by and between the parties that it would be in the best interest of the parties if the Court approved this judgment and rendered judgment accordingly.

FINDINGS



The Court, having reviewed the pleadings and stipulations of the parties and it appearing to the Court that Plaintiff, the State of Texas, and defendants, Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, have agreed to approved the entry of this Agreed Final Judgment and Permanent Injunction, the Court finds that said agreement should be approved, and accordingly this Judgment, should be entered by the Court.

The Court further finds that it has jurisdiction under the provisions of the Texas Deceptive Trade Practices - Consumer Protection Act (DTPA), (TEX. BUS. & COM. CODE §§17.41 *et seq.*), over the subject matter and over all parties to this action and that venue of this matter is proper in Dallas County.

The Court finds that Plaintiff's Original Petition for Civil Penalties and for Injunctive Relief states a claim pursuant to TEX. BUS. & COM. CODE §§17.41 *et seq*, upon which injunctive relief can be granted, and that Plaintiff has authority to seek the relief it has requested.

DEFINITIONS

IT IS ORDERED, ADJUDGED AND DECREED that for the purposes of this Judgment the following definitions shall apply:

1. "RPT Defendants" shall mean Defendants, Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, and their successors, assigns, officers, agents, servants, employees, and any other persons in active concert or participation with them.



2. When reference is made to RPT Defendants liability or duties herein, it is meant that defendants individually, jointly and severally are liable and responsible for the full performance of all such obligations, payment and performance duties;

3. "Consumer" means an individual, partnership, corporation, or entity of any kind, including this state, or a subdivision or agency of this state who seeks or acquires, by purchase or lease, any goods or services;

4. "Correct business identity" shall mean the full and correct legal name, business address and business telephone number of a person or business entity, and shall include disclosure of any unincorporated or otherwise unformed business entity.

5. "Person" means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized;

6. "Provider" means any person or business entity that supplies or furnishes the good or service sold, including but not limited to travel club membership, travel booking or reservation services, accommodations, and carrier transportation.

7. "Travel club" means any person or entity for which consumers purchase memberships to obtain travel services, including but not limited to the co-defendants, Travel Services, Inc., a.k.a Funseekers Vacations, Inc., William H. Bailey, Individually and the product "Sealand Travel";

8. "Travel club operator" means any person or entity operating a business as a travel club provider;



9. "Travel club distributor" means any person or entity distributing, selling or offering to sell travel club memberships;

10. "Travel club member" means any person who has purchased a travel club membership;

11. "Travel club membership" means any purchased right to use the services of a travel club;

12. "Travel club membership documents" shall mean all documents provided to travel club members relating or pertaining to membership duties, obligations, opportunities, or rights, including but not limited to membership kits, membership applications, membership acknowledgments and bylaws, membership agreements and membership contracts.

13. "Clear(ly) and conspicuous(ly)" means in print that is at least 10 point Times New Roman font type;

14. "Gift" means an item of value that is offered, transferred, or given to a person as an inducement to attend a sales presentation but that is not offered, transferred, or awarded through a contest. The term does not include a manufacturer's rebate or discount available to the public.

15. "Prize" means an item of value that is offered, awarded, or given to a person through a contest. The term does not include a manufacturer's rebate or discount available to the public.

16. "Sales presentation" means a promotion and transaction or occurrence in which a consumer is solicited to execute a contract that obligates the consumer to purchase goods or services;



17. "Retail value of prize or gift" means the price at which at least two principal retail outlets in the state of Texas have made a substantial number of sales of an identical item to members of the public during the six months preceding the offering of the prize or gift. If a substantial number of sales of a particular item have not been made in Texas during the six months preceding the offering of the item described in the solicitation, or if the offerer elects, the retail value of the actual cost of the item to the offerer, net of any rebates, plus 200 percent. If a prize or gift involves lodging, airfare, a trip, or a recreational activity, the retail value is the retail sales price of that lodging, airfare, trip, or recreational activity to a member of the public who is not involved in a promotional or other discount transaction;

18. "DTPA" shall mean the Texas Deceptive Trade Practices - Consumer Protection Act. TEX. BUS. & COM. CODE ANN. § 17.41 *et seq.*

PERMANENT INJUNCTION

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendants ROYAL PALMS TRAVEL, INC a.k.a. ROYAL PALM TRAVEL and d.b.a ALL INCLUSIVE EXCURSIONS, their successors, assigns, officers, agents, servants, employees, and any other person in active concert or participation with them, including those who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, shall be restrained from engaging in the following acts or practices:

1. Failing to clearly and conspicuously disclose the correct business identity of the travel club, travel club operator and travel club seller within travel club membership documents;



2. Failing to disclose the correct business identity of the travel club, travel club operator, and travel club seller during any sales presentation to a consumer;

3. Failing to clearly and conspicuously disclose in travel club membership documents that the travel club may not in every instance be able to provide prices for travel and amenities that are lower than those published on the internet or other publicly published prices;

4. Failing to clearly and conspicuously disclose to consumers in writing prior to final consummation of any sale that the travel club may not in every instance be able to provide prices for travel and amenities that are lower than those published on the internet or other publicly published prices;

5. Failing to clearly and conspicuously disclose in travel club membership documents that any examples of accommodations, cruise lines, carriers, resorts, hotels, or amenities used by defendants in sales presentations or sales literature published by defendants may not be available to consumers at the time of booking as described in such sales presentations or sales literature;

6. Failing to clearly and conspicuously disclose to consumers in writing prior to final consummation of any sale that any examples of accommodations, cruise lines, carriers, resorts, hotels, or amenities used by defendants in sales presentations or sales literature published by defendants may not be available to consumers at the time of booking as described in such sales presentations or sales literature;

7. Failing to clearly and conspicuously identify within travel club membership documents the source and date of any statistical representations by defendants of surveys of travel club members;

8. Failing to identify in any sales presentation the source and date of any statistical representations by defendants of surveys of travel club members;

9. Causing confusion or misunderstanding as to affiliation, connection, association with, or certification by, another business entity providing travel services, membership or certification for, to, or on behalf of Defendants by falsely representing the “affiliation”, “association”, “authorization”, “connection”, “partnership”, or other close, unique or special business relationship between the business entity providing travel services, membership or certification and Defendants;

10. Causing confusion or misunderstanding among consumers by use of any of the phrases, “deep discount”, “deeply discounted”, “pennies on the dollar”, “greatly reduced rates”, or similar phrases indicating the availability of extreme discounts, in any sales presentation and within travel club membership documents, when referring to prices accessible to travel club members through the travel club, unless such discounts are in fact available to travel club members;

11. Offering in writing a “gift”, “promotional gift,” “prize”, “incentive”, or “complementary gift” to induce a consumer to attend a travel club sales presentation and failing to clearly and conspicuously disclose at the time of the offer that the consumer may be required to pay consideration of any kind, charge or expense to receive, redeem, or use the gift or prize, if any;

12. Orally offering a “gift”, “promotional gift,” “prize”, “incentive”, or “complementary gift” to induce a consumer to attend a travel club sales presentation and failing to disclose at the



time of the offer that the consumer may be required to pay consideration of any kind, charge or expense to receive, redeem, or use the gift or prize, if any;

13. Failing to clearly and conspicuously disclose to consumers who are solicited by Defendants through written materials to attend a travel club presentation that a payment, fee, purchase or deposit of any kind is required to acquire, activate or receive an offered incentive gift or prize involving lodging, airfare, trip, or a recreational activity offered by or through Defendants, if in truth such is required;

14. Failing to disclose the retail value of a gift to a consumer who is offered a gift as incentive to attend a travel club sales presentation, in violation of Texas Business and Commerce Code Section 621.052(b)(1);

15. Failing to disclose to a consumer who is offered a gift as incentive to attend a travel club sales presentation that there is a limitation or restriction on available dates for the redemption of travel vouchers or other incentive vouchers, if such limitation(s) or restriction(s) exist at the time of the offer; and,

16. Misrepresenting the travel club, travel club operators or travel club seller's ability to negotiate singularly unique reduced prices with travel carriers, accommodation and recreational providers not otherwise available to the consumer from any other source.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Defendants Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, their successors, assigns, officers, agents, subcontractors, servants, employees, corporations and any other persons in active concert or participation with them be



and hereby are commanded to forthwith comply with this Order from the date of entry of this judgment.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the terms of the injunction, as applicable to Adrian D. Miller individually, shall be in effect and limited to a period expiring five (5) years from the date of entry of this judgment, conditioned upon RPT Defendants' material and substantial compliance with the injunctive terms and timely fulfillment of the monetary obligations herein.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that any Settlement and Compromise Agreement entered into between the parties and any business report, plan or document subsequently required to be produced to Plaintiff by RPT Defendants pursuant to any Settlement and Compromise Agreement shall be deemed confidential and incorporating trade secrets of Defendant and shall be filed with this Court under seal and not be disclosed except by Defendants choice or under Court order after proper notice and hearing. This confidentiality agreement is binding on the parties only to the extent that it does not violate any court order, constitutional provision or statute prohibiting such confidentiality, including but not limited to the Public Information Act.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that RPT Defendants' attorneys shall deliver a copy of this Judgment to each RPT Defendant herein, or alternatively provide actual notice to said RPT Defendants of the specific terms of this Judgment and Injunction, within ten (10) days herefrom.



IT IS FURTHER ORDERED ADJUDGED AND DECREED that Plaintiff, the State of Texas is exempt from a bond under Tex. Civ. Prac. & Rem. Code § 6.001 and Tex. Bus. & Com. Code § 17.47(b) in connection with this Permanent Injunction.

MONETARY REMEDIES, FEES AND COSTS

THE COURT FINDS that the parties acknowledge that since this suit was filed, RPT Defendants have worked with Plaintiffs and have undertaken a significant effort to identify and reach a resolution with consumers regarding actionable complaints. It is also acknowledged that RPT Defendants have documented that since February 2010, they have already provided consumer restitution of at least THREE HUNDRED THOUSAND AND NO/100ths DOLLARS. It is also acknowledged that additional consumers may be entitled to restitution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff shall have and recover judgment instanter from Defendants, Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, in the sum of THIRTY THOUSAND AND NO/100THS DOLLARS (\$30,000.00), to be used as restitution to qualified consumers who transacted business with, and paid monies to, Defendants. The review, determination and allocations of amounts of restitution to be paid to consumers shall be within the sole discretion of the Consumer Protection and Public Health Division of the Office of the Attorney General of Texas. Defendants shall be entitled to an offset for restitution made to any such consumer as against consumer claims. In the event there remains undistributed restitution after expiration of 270 days from the date of entry of this Judgment, said remaining restitution monies shall revert to the State of Texas and be deposited into the State's General Revenue Fund



for the use and benefit of a program approved by the Supreme Court of Texas for civil legal services for the poor or indigent within the State of Texas. Defendants are jointly and severally liable for this judgment amount and shall pay and deliver said sum to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants, Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, shall pay all taxable costs of court in this cause, limited to the cost of filing fees and service fees. The State will present a bill for such court costs to Defendants, Royal Palms Travel, Inc. a.k.a Royal Palms Travel and d.b.a All Inclusive Excursions and Adrian D. Miller on or before 90 days following entry of the Judgment in this matter. RPT Defendants are jointly and severally liable for this judgment amount and shall pay and deliver said sum to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall have and recover judgment from Defendants, Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, the additional sum of ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00), to be paid to the General Revenue Fund of the State of Texas for the use and benefit of a program approved by the Supreme Court of Texas for civil legal services for the poor or indigent within the State of Texas. Defendants are jointly and severally liable for this judgment amount and shall pay and deliver said sum to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall have and recover judgment from Defendants, Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, as reasonable attorney's fees, the sum of TWENTY THOUSAND AND NO/100THS DOLLARS (\$20,000.00). RPT Defendants are jointly and severally liable for this judgment amount and shall pay and deliver said sum to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that notwithstanding anything herein to the contrary, payment of the additional sum of ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00), to be paid to the General Revenue Fund of the State of Texas aforesaid shall be abated for a period of TEN (10) years herefrom without any interest accruing thereon (hereinafter referred to as the "Abated Judgment), conditioned upon Defendants' timely payment of the other monetary amounts adjudged herein, including restitution, attorney fees and costs, and RPT Defendant's substantial and material compliance with the terms of the permanent injunction ordered herein, whereupon said sum shall be deemed in all respects fully and completely paid. Consequently, if RPT Defendants do not violate the terms of this Permanent Injunction during the ten (10) years of abatement, RPT Defendants will never have to tender payment of the Abated Judgment of ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00) to Plaintiff, the State of Texas. However, if it is shown, upon notice and hearing, that RPT Defendants have not made timely payments of such other monetary amounts adjudged herein or that RPT Defendants have not materially and substantially complied with the terms of the injunction, then upon such event, the



abated judgment of ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00) shall be fully due and payable by RPT Defendants to Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, except as otherwise provided herein, payment of the judgment amounts aforesaid is due upon entry of this Order and shall only be made by certified check or money order payable to the State of Texas, Office of the Attorney General, delivered to the Office of the Attorney General, Dallas Regional Office, 1412 Main Street, Suite 810, Dallas, Texas 75202-4065, and identified for proper accounting credit by this case Cause Number and OAG # 093159291.

OTHER RELIEF

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Clerk of the Court is authorized to and, upon request of the Plaintiff, shall forthwith issue such Writ of Injunction and or Writs of Execution or other process necessary to collect and enforce this Agreed Final Judgment and Permanent Injunction.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties herein may provide notice to the other regarding a change of address or make a written agreement between the parties regarding a change of address, place, time or manner of payment of the judgment amounts adjudged herein without such being deemed a material and substantial change of this Judgment. Such terms may be included within the terms of the separate Compromise and Settlement and Judgment Payment Agreement entered into by and between the parties referred to hereinbefore.



IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Court retains its jurisdiction to enforce this Agreed Final Judgment and Permanent Injunction.

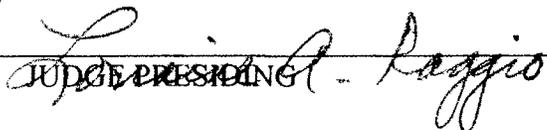
IT IS FURTHER ORDERED ADJUDGED AND DECREED that the entry of this Agreed Final Judgment and Permanent injunction shall in no way affect the rights of individual consumers or citizens.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that as evidenced by the signatures below, RPT Defendants have received actual notice of this permanent injunction and all parties hereto have waived all rights of appeal from this Judgment.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that all relief requested by Plaintiff herein, as against Defendants, Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, not expressly granted herein, be and is hereby denied.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that this Judgment disposes of all the issues before the Court regarding Defendants, Royal Palms Travel, Inc a.k.a. Royal Palm Travel and d.b.a All Inclusive Excursions and Adrian D. Miller, Individually, in this cause and is intended to be final and appealable as to those parties.

SIGNED this 12th day of August, 2010



JUDGE PRESIDING

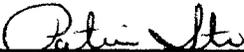
AGREED and APPROVED as to FORM and CONTENT and SUBMITTED for ENTRY:

GREG ABBOTT
Attorney General of Texas

C. ANDREW WEBER
First Assistant Attorney General

DAVID S. MORALES
Deputy Attorney General for Civil
Litigation

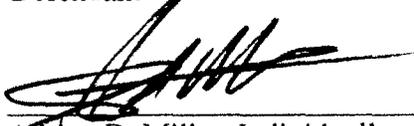
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ROYAL PALM TRAVEL and d.b.a ALL
INCLUSIVE EXCURSIONS

By: 
Authorized Corporate Representative
Defendant


Adrian D. Miller, Individually
Defendant


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