

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CASE NO. 10-2647F

COMMONWEALTH OF MASSACHUSETTS)
)
 Plaintiffs,)
)
 v.)
)
 CHARLES R. CALIRI, RICHARD S.)
 CARDILLO, RICHARD CIAVOLA,)
 MANDRED HENRY, JOSEPH S. LENTO,)
 SCOTT ROSELUND, C&S MARKETING,)
 INC. D/B/A FANTASIA TRAVEL GROUP)
 AND ONLY WAY 2 GO TRAVEL, CHRISTY)
 D. SPENSERGER A/K/A CHRISTY DIXON,)
 WILLIAM H. BAILEY, TRAVEL SERVICES,)
 INC. F/K/A FUNSEEKERS VACATIONS, INC.)
 D/B/A OUTRIGGER VACATION CLUB and)
 JOHN DOES 1-10.)
)
 Defendants,)
)
 CITIZENS BANK and BANK OF AMERICA,)
)
 Trustee-Defendants,)
)
 and)
)
 JOSEPH S. LENTO TRUST and 63 OLD)
 HARBOR ROAD TRUST,)
)
)
 Reach and Apply Defendants.)
)

*NOTICE on hand
11/13/04*

FINAL JUDGMENT BY CONSENT AS TO LESS THAN ALL PARTIES
PURSUANT TO MASS. R. CIV. P. 54(b) (RICHARD S. CARDILLO)

Plaintiff, the Commonwealth of Massachusetts, by and through its Attorney
General Martha Coakley ("Commonwealth"), and defendant Richard S. Cardillo consent
to the entry of this Final Judgment by Consent ("Final Judgment") and its provisions

JUDGMENT ENTERED ON DOCKET 11/13 2(14
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P.58(a)
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

without trial or adjudication. The parties enter this agreement to resolve the Commonwealth's claims against Richard S. Cardillo in the above-captioned case.

WHEREAS, in its First Amended Complaint ("Amended Complaint"), the Commonwealth alleged that multiple defendants, including Richard S. Cardillo, committed unfair or deceptive practices and engaged in an unlawful civil conspiracy to implement and/or facilitate an unfair or deceptive vacation club marketing and sales scheme in violation of G.L. c. 93A, § 2(a) and the regulations promulgated thereunder, including, without limitation, 940 CMR 3.01, *et seq.*, relating, *inter alia*, to false advertising, general misrepresentations and unconscionable conduct, 940 CMR 6.01, *et seq.*, relating to retail advertising and 940 CMR 15.01 *et seq.*, relating to the sale of travel services.

WHEREAS, Richard S. Cardillo, without making any admissions of wrongdoing, acknowledges that this Court has subject matter jurisdiction over this case and personal jurisdiction over him, and consents to the entry of this Final Judgment in the above-captioned case.

WHEREAS, the parties agree that there is no just reason for delay, and that the Court's execution of this Final Judgment constitutes an entry of a final judgment, pursuant to Mass. R. Civ. P. 54(b), as to Richard S. Cardillo.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. Parties subject to Final Judgment. This Final Judgment, which constitutes a continuing obligation, is binding upon defendant Richard S. Cardillo ("Cardillo"); provided however, that nothing in this Final Judgment resolves, settles or otherwise

affects any actual or potential claims the Commonwealth has against parties to this litigation other than Cardillo.

2. Definitions. For purposes of this Final Judgment, the term “Vacation Club” or “Vacation Club Membership” shall mean any vacation club membership (and/or any associated services and goods), whether serviced and/or fulfilled by Travel Services, Inc. (“TSI”) or any another entity, and shall be consistent with the terms “Vacation Club” and “Travel Services” as defined in 940 CMR 15.00 *et seq.*

3. Injunctive relief. The Court hereby permanently enjoins Cardillo and those otherwise bound by the Court’s injunction pursuant to Mass. R. Civ. P. 65(d) from engaging in the following conduct, whether directly or indirectly, on behalf of, or through any other entity or person:

- a. engaging in any way in any business involving the marketing or sale of Vacation Club Memberships, as that term is defined in paragraph 2, above, in the Commonwealth of Massachusetts and/or to Massachusetts residents;
- b. participating in any way in any business that fails to comply with laws and regulations applicable to the sale and/or marketing of “time-shares”, as that term is defined in G.L. c. 183B, § 2, by, without limitation:
 - i. making false or misleading inducements of offers of gifts and/or prizes, in violation of, without limitation: G.L. c. 93A, § 2; 940 CMR 3.01, *et seq.*; 940 CMR 6.05(16), 6.08, 6.14(g); and/or G.L. c. 183B, § 52.
 - ii. making false or misleading representations and/or omissions regarding the price or value of the time-shares being offered and/or

- sold, in violation of, without limitation: G.L. c. 93A, § 2; 940 CMR 3.04, 3.05, 3.13; and/or 940 CMR 6.01, 6.03, 6.04, 6.05.
- iii. claiming or representing that a time-share is being offered for sale at a reduced price when such is not the case; or that such special or reduced price is to be in effect for a limited time only when such is not the case; or otherwise deceiving purchasers or prospective purchasers with respect to the price of a timeshare, in violation of, without limitation: G.L. c. 93A, § 2; and/or 940 CMR 3.13;
 - iv. making false or misleading representations and/or omissions concerning time-share purchasers' right of cancellation, in violation of, without limitation: G.L. c. 183B, § 41; G.L. c. 93 § 48; G.L. c. 93A, § 2; 940 CMR 3.09, 3.13(4); and/or 940 CMR 15.04.
 - v. making false or misleading representations and/or omissions about the travel services being offered, 940 CMR 15.03, and failing to provide the disclosures required by 940 CMR 15.04(1)-(3).
 - vi. otherwise violating the provisions of G.L. c. 183B, § 1, *et seq.*, 940 CMR 3.01, *et seq.*, 940 CMR 6.01, *et seq.*, and/or 940 CMR 15.01 *et seq.*
- c. forming a separate entity, operating under a different name, or affiliating with or relying on a separate entity or person(s) for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Final Judgment or for any other purpose which would otherwise circumvent any part of this Final Judgment.

4. Appearance at trial. Cardillo shall appear upon reasonable request of the Attorney General to testify in any matter concerning the persons, acts and allegations in the above-captioned action (“the Enforcement Action”); and make complete and truthful disclosure of all material information reasonably requested by the Attorney General concerning the persons, acts, and allegation in the Enforcement Action.

5. Monetary relief. Pursuant to G.L. c. 93A, § 4, judgment is hereby entered against Cardillo in the amount of \$28,000. The Attorney General shall distribute the monetary relief collected pursuant to this Final Judgment first to consumer restitution, pursuant to a fair and equitable distribution and claims process determined and administered by the Commonwealth. Any remaining funds following distribution of consumer restitution shall be applied to civil penalties and attorney’s fees.

6. Payment. Payments made pursuant to this Final Judgment shall be made as follows, and in the manner specified in this paragraph:

- a. \$2,571 shall be paid upon entry of this Final Judgment against Cardillo;
- b. \$2,500 shall be paid within 45 days of entry of this Final Judgment against Cardillo;
- c. \$22,929 shall be paid by Trustee Defendant Bank of America, pursuant to an Order Charging Trustee Defendant Bank of America Upon its Answer entered contemporaneously with this Final Judgment.

All payments made pursuant to this Final Judgment shall be made by certified or cashier’s check, or a check drawn from an IOLTA account, made payable to the “Commonwealth of Massachusetts – Office of the Attorney General” and delivered to

Gillian Feiner, Assistant Attorney General, Consumer Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108.

7. Attorney's Fees and Costs for Enforcement of Judgment. The Commonwealth is entitled to collect all fees and costs incurred in connection with the enforcement and collection of this Final Judgment, including its reasonable attorney's fees, as well as any penalties or other obligations ordered by the Court as a result of any action by the Attorney General upon future violations of this Final Judgment.

8. Notices. All notices and documents required by this Final Judgment shall be provided in writing to the parties as follows:

a. If to the Attorney General:

Gillian Feiner
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200 ext. 2571
gillian.feiner@state.ma.us

b. If to the defendant:

Joseph B. Bertrand, Esq.
Murray, Kelly & Bertrand, P.C.
300 Trade Center – Suite 2700
Woburn, Massachusetts 01801
(781) 569-0020
jbertrand@mkblegal.com

9. Waiver of appeal and findings and rulings. Cardillo waives all rights of appeal, and also waives the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure.

10. Continuing jurisdiction. The Superior Court of the Commonwealth retains jurisdiction of this action for the purpose of enforcing or modifying the terms of this Final Judgment, or granting such further relief as the Court deems just and proper, and the provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

11. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

12. Release. Entry of this Final Judgment resolves only the allegations and civil claims that were actually raised by the Attorney General on behalf of the Commonwealth against Cardillo in the First Amended Complaint filed in the Enforcement Action. Nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against any of the other defendants in the Enforcement Action.

13. Ongoing obligation to comply with the law. Consent to this Final Judgment does not constitute an approval by the Commonwealth of Cardillo's business acts and practices, and Cardillo shall not make any representations to the contrary. Nothing in this Final Judgment shall be construed as relieving Cardillo of his duty to comply with all applicable federal, state, and local laws, regulations, rules, and permits.

14. Complete agreement. This Final Judgment contains the complete agreement between the Commonwealth and Cardillo relating to the matters discussed herein. No promises, representations or warranties other than those set forth in this Final

Judgment have been made by any of the parties. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, of the parties, whether oral or in writing. This Final Judgment supersedes all orders of this Court as to Cardillo, which are hereby dissolved.

15. Modification. This Final Judgment may not be changed, altered, or modified, except by further order of the Court.

16. Effective date. This Final Judgment becomes effective upon entry by the Court, and all periods of time described herein commence as of that date.

APPROVED AND ORDERED:


Justice of the Superior Court

Dated: 4/12, 2014

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CASE NO. 10-2647F

COMMONWEALTH OF MASSACHUSETTS)
)
 Plaintiffs,)
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 v.)
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 CHARLES R. CALIRI, RICHARD S.)
 CARDILLO, RICHARD CIAVOLA,)
 MANDRED HENRY, JOSEPH S. LENTO,)
 SCOTT ROSELUND, C&S MARKETING,)
 INC. D/B/A FANTASIA TRAVEL GROUP)
 AND ONLY WAY 2 GO TRAVEL, CHRISTY)
 D. SPENSPERGER A/K/A CHRISTY DIXON,)
 WILLIAM H. BAILEY, TRAVEL SERVICES,)
 INC. F/K/A FUNSEEKERS VACATIONS, INC.)
 D/B/A OUTRIGGER VACATION CLUB and)
 JOHN DOES 1-10.)
)
 Defendants,)
)
 CITIZENS BANK and BANK OF AMERICA,)
)
 Trustee-Defendants,)
)
 and)
)
 JOSEPH S. LENTO TRUST and 63 OLD)
 HARBOR ROAD TRUST,)
)
 Reach and Apply Defendants.)

**CONSENT OF DEFENDANT RICHARD S. CARDILLO TO ENTRY OF
FINAL JUDGMENT BY CONSENT**

1. Defendant Richard S. Cardillo (“Cardillo”) admits to the continuing jurisdiction and venue of the Suffolk Superior Court, and hereby consents to the entry of the Final Judgment in the form attached hereto. In so consenting, Cardillo certifies that

he has read and understands each of the sections, paragraphs, and subparagraphs in the Final Judgment.

2. Cardillo understands that the injunction set forth in the Final Judgment applies to him and those otherwise bound pursuant to Mass. R. Civ. P. 65(d); provided however, that nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against parties other than Cardillo.

3. Cardillo understands that the monetary judgment the Commonwealth agreed to accept was reduced based on financial information Cardillo submitted to the Commonwealth under penalties of perjury.

4. Cardillo stipulates to the proposed Order Charging Trustee Defendant Bank of America filed contemporaneously herewith.

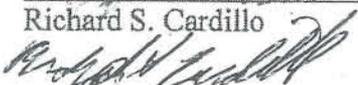
5. Cardillo waives entry of the findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

6. Cardillo understands that any violation of this Final Judgment may result in sanctions pursuant to G.L. c. 93A, § 4, and/or a finding of contempt in court.

7. Cardillo acknowledges he is represented by counsel, Joseph Bertrand, Esq. of Murray, Kelly & Bertrand, P.C., with whom he has consulted concerning the proposed Final Judgment.

ASSENTED TO, WAIVING ALL RIGHTS OF APPEAL:



Richard S. Cardillo


Dated: Oct 2, 2014

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CASE NO. 10-2647F

COMMONWEALTH OF MASSACHUSETTS)
)
 Plaintiffs,)
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 v.)
)
 CHARLES R. CALIRI, RICHARD S.)
 CARDILLO, RICHARD CIAVOLA,)
 MANDRED HENRY, JOSEPH S. LENTO,)
 SCOTT ROSELUND, C&S MARKETING,)
 INC. D/B/A FANTASIA TRAVEL GROUP)
 AND ONLY WAY 2 GO TRAVEL, CHRISTY)
 D. SPENSPERGER A/K/A CHRISTY DIXON,)
 WILLIAM H. BAILEY, TRAVEL SERVICES,)
 INC. F/K/A FUNSEEKERS VACATIONS, INC.)
 D/B/A OUTRIGGER VACATION CLUB and)
 JOHN DOES 1-10.)
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 Defendants,)
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 CITIZENS BANK and BANK OF AMERICA,)
)
 Trustee-Defendants,)
)
 and)
)
 JOSEPH S. LENTO TRUST and 63 OLD)
 HARBOR ROAD TRUST,)
)
 Reach and Apply Defendants.)
)

*NOTICE IN HAND
11/13*

**FINAL JUDGMENT BY CONSENT AS TO LESS THAN ALL PARTIES
PURSUANT TO MASS. R. CIV. P. 54(b) (MANDRED HENRY)**

Plaintiff, the Commonwealth of Massachusetts, by and through its Attorney
General Martha Coakley ("Commonwealth"), and defendant Mandred Henry consent to
the entry of this Final Judgment by Consent ("Final Judgment") and its provisions

JUDGMENT ENTERED ON DOCKET 11/13 2014
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 50(a)
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

without trial or adjudication. The parties enter this agreement to resolve the Commonwealth's claims against Mandred Henry in the above-captioned case.

WHEREAS, in its First Amended Complaint ("Amended Complaint"), the Commonwealth alleged that multiple defendants, including Mandred Henry, committed unfair or deceptive practices and engaged in an unlawful civil conspiracy to implement and/or facilitate an unfair or deceptive vacation club marketing and sales scheme in violation of G.L. c. 93A, § 2(a) and the regulations promulgated thereunder, including, without limitation, 940 CMR 3.01, *et seq.*, relating, *inter alia*, to false advertising, general misrepresentations and unconscionable conduct, 940 CMR 6.01, *et seq.*, relating to retail advertising and 940 CMR 15.01 *et seq.*, relating to the sale of travel services.

WHEREAS, Mandred Henry, without making any admissions of wrongdoing, acknowledges that this Court has subject matter jurisdiction over this case and personal jurisdiction over him, and consents to the entry of this Final Judgment in the above-captioned case.

WHEREAS, the parties agree that there is no just reason for delay, and that the Court's execution of this Final Judgment constitutes an entry of a final judgment, pursuant to Mass. R. Civ. P. 54(b), as to Mandred Henry.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. Parties subject to Final Judgment. This Final Judgment, which constitutes a continuing obligation, is binding upon defendant Mandred Henry ("Henry"); provided however, that nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against parties to this litigation other than Henry.

2. Definitions. For purposes of this Final Judgment, the term “Vacation Club” or “Vacation Club Membership” shall mean any vacation club membership (and/or any associated services and goods), whether serviced and/or fulfilled by Travel Services, Inc. (“TSI”) or any another entity, and shall be consistent with the terms “Vacation Club” and “Travel Services” as defined in 940 CMR 15.00 *et seq.*

3. Injunctive relief. The Court hereby permanently enjoins Henry and those otherwise bound by the Court’s injunction pursuant to Mass. R. Civ. P. 65(d) from engaging in the following conduct, whether directly or indirectly, on behalf of, or through any other entity or person:

- a. engaging in any way in any business involving the marketing or sale of Vacation Club Memberships, as that term is defined in paragraph 2, above, or timeshares, as that term is defined in G.L. c. 183B, § 2, in the Commonwealth of Massachusetts and/or to Massachusetts residents; and
- b. forming a separate entity, operating under a different name, or affiliating with or relying on a separate entity or person(s) for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Final Judgment or for any other purpose which would otherwise circumvent any part of this Final Judgment.

4. Appearance at trial. Henry shall appear upon reasonable request of the Attorney General to testify in any matter concerning the persons, acts and allegations in the above-captioned action (“the Enforcement Action”); and make complete and truthful disclosure of all material information reasonably requested by the Attorney General concerning the persons, acts, and allegation in the Enforcement Action.

5. Monetary relief. Pursuant to G.L. c. 93A, § 4, judgment is hereby entered against Henry in the amount of \$15,000, with \$2,000 to be paid upon entry of this Final Judgment. The Attorney General shall distribute the monetary relief collected pursuant to this Final Judgment first to consumer restitution, pursuant to a fair and equitable distribution and claims process determined and administered by the Commonwealth. Any remaining funds following distribution of consumer restitution shall be applied to civil penalties and attorney's fees.

6. Payment. All payments made pursuant to this Final Judgment shall be made by certified or cashier's check, or a check drawn from an IOLTA account, made payable to the "Commonwealth of Massachusetts – Office of the Attorney General" and delivered to Gillian Feiner, Assistant Attorney General, Consumer Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108.

7. Execution. An Execution shall issue forthwith in favor of the Commonwealth of Massachusetts against Henry in the amount of \$13,000. In the event that Henry pays the full judgment and provided Henry is not in default of the obligations set forth herein, the Commonwealth shall mark the Execution "satisfied in full," or "settled in full", and mail the Execution to Henry at the address provided herein.

8. Attorney's Fees and Costs for Enforcement of Judgment. The Commonwealth is entitled to collect all fees and costs incurred in connection with the enforcement and collection of this Final Judgment, including its reasonable attorney's fees, as well as any penalties or other obligations ordered by the Court as a result of any action by the Attorney General upon future violations of this Final Judgment.

9. Notices. All notices and documents required by this Final Judgment shall be provided in writing to the parties as follows:

a. If to the Attorney General:

Gillian Feiner
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200 ext. 2571
gillian.feiner@state.ma.us

b. If to the defendant:

Joseph B. Bertrand, Esq.
Murray, Kelly & Bertrand, P.C.
300 Trade Center – Suite 2700
Woburn, Massachusetts 01801
(781) 569-0020
jbertrand@mkblegal.com

10. Waiver of appeal and findings and rulings. Henry waives all rights of appeal, and also waives the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure.

11. Continuing jurisdiction. The Superior Court of the Commonwealth retains jurisdiction of this action for the purpose of enforcing or modifying the terms of this Final Judgment, or granting such further relief as the Court deems just and proper, and the provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

12. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be

unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

13. Release. Entry of this Final Judgment resolves only the allegations and civil claims that were actually raised by the Attorney General on behalf of the Commonwealth against Henry in the First Amended Complaint filed in the Enforcement Action. Nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against any of the other defendants in the Enforcement Action.

14. Ongoing obligation to comply with the law. Consent to this Final Judgment does not constitute an approval by the Commonwealth of Henry's business acts and practices, and Henry shall not make any representations to the contrary. Nothing in this Final Judgment shall be construed as relieving Henry of his duty to comply with all applicable federal, state, and local laws, regulations, rules, and permits.

15. Complete agreement. This Final Judgment contains the complete agreement between the Commonwealth and Henry relating to the matters discussed herein. No promises, representations or warranties other than those set forth in this Final Judgment have been made by any of the parties. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, of the parties, whether oral or in writing. This Final Judgment supersedes all orders of this Court as to Henry, which are hereby dissolved.

16. Modification. This Final Judgment may not be changed, altered, or modified, except by further order of the Court.

17. Effective date. This Final Judgment becomes effective upon entry by the Court, and all periods of time described herein commence as of that date.

APPROVED AND ORDERED:


Justice of the Superior Court

Dated: 11/12, 2014

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CASE NO. 10-2647F

COMMONWEALTH OF MASSACHUSETTS)

Plaintiffs,)

v.)

CHARLES R. CALIRI, RICHARD S.)
CARDILLO, RICHARD CIAVOLA,)
MANDRED HENRY, JOSEPH S. LENTO,)
SCOTT ROSELUND, C&S MARKETING,)
INC. D/B/A FANTASIA TRAVEL GROUP)
AND ONLY WAY 2 GO TRAVEL, CHRISTY)
D. SPENSERGER A/K/A CHRISTY DIXON,)
WILLIAM H. BAILEY, TRAVEL SERVICES,)
INC. F/K/A FUNSEEKERS VACATIONS, INC.)
D/B/A OUTRIGGER VACATION CLUB and)
JOHN DOES 1-10.)

Defendants,)

CITIZENS BANK and BANK OF AMERICA,)

Trustee-Defendants,)

and)

JOSEPH S. LENTO TRUST and 63 OLD)
HARBOR ROAD TRUST,)

Reach and Apply Defendants.)

**CONSENT OF DEFENDANT MANDRED HENRY TO ENTRY OF FINAL
JUDGMENT BY CONSENT**

1. Defendant Mandred Henry ("Henry") admits to the continuing jurisdiction and venue of the Suffolk Superior Court, and hereby consents to the entry of the Final Judgment in the form attached hereto. In so consenting, Henry certifies that he has read

and understands each of the sections, paragraphs, and subparagraphs in the Final Judgment.

2. Henry understands that the injunction set forth in the Final Judgment applies to him and those otherwise bound pursuant to Mass. R. Civ. P. 65(d); provided however, that nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against parties other than Henry.

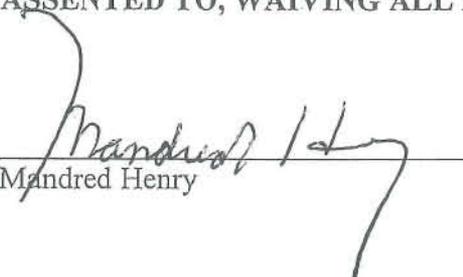
3. Henry understands that the monetary judgment the Commonwealth agreed to accept was reduced based on financial information Henry submitted to the Commonwealth under penalties of perjury.

4. Henry waives entry of the findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

5. Henry understands that any violation of this Final Judgment may result in sanctions pursuant to G.L. c. 93A, § 4, and/or a finding of contempt in court.

6. Henry acknowledges he is represented by counsel, Joseph Bertrand, Esq. of Murray, Kelly & Bertrand, P.C., with whom he has consulted concerning the proposed Final Judgment.

ASSENTED TO, WAIVING ALL RIGHTS OF APPEAL:


Mandred Henry

Dated: 11-10-14

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

COMMONWEALTH OF MASSACHUSETTS

Plaintiffs,

v.

CHARLES R. CALIRI, RICHARD S. CARDILLO, RICHARD CIAVOLA, MANDRED HENRY, JOSEPH S. LENTO, SCOTT ROSELUND, C&S MARKETING, INC. D/B/A FANTASIA TRAVEL GROUP AND ONLY WAY 2 GO TRAVEL, CHRISTY D. SPENSERGER A/K/A CHRISTY DIXON, WILLIAM H. BAILEY, TRAVEL SERVICES, INC. F/K/A FUNSEEKERS VACATIONS, INC. D/B/A OUTRIGGER VACATION CLUB and JOHN DOES 1-10.

Defendants,

CITIZENS BANK and BANK OF AMERICA,

Trustee-Defendants,

and

JOSEPH S. LENTO TRUST and 63 OLD HARBOR ROAD TRUST,

Reach and Apply Defendants.

CASE NO. 10-2647F

Notice Sent 11/13/14

FINAL JUDGMENT BY CONSENT AS TO LESS THAN ALL PARTIES PURSUANT TO MASS. R. CIV. P. 54(b) (CHARLES R. CALIRI AND C&S MARKETING, INC.)

Plaintiff, the Commonwealth of Massachusetts, by and through its Attorney General Martha Coakley ("Commonwealth"), and defendants Charles R. Caliri and C&S Marketing, Inc. consent to the entry of this Final Judgment by Consent ("Final

JUDGMENT ENTERED ON DOCKET 11/13 2014
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 58(a)
AND NOTICE SEND TO PARTIES PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

Judgment”) and its provisions without trial or adjudication. The parties enter this agreement to resolve the Commonwealth’s claims against Charles R. Caliri and C&S Marketing, Inc. in the above-captioned case.

WHEREAS, in its First Amended Complaint (“Amended Complaint”), the Commonwealth alleged that multiple defendants, including Charles R. Caliri and C&S Marketing, Inc., committed unfair and deceptive practices and engaged in an unlawful civil conspiracy to implement and/or facilitate an unfair or deceptive vacation club marketing and sales scheme in violation of G.L. c. 93A, § 2(a) and the regulations promulgated thereunder, including, without limitation, 940 CMR 3.01, *et seq.*, which relate, *inter alia*, to false advertising, general misrepresentations and unconscionable conduct, 940 CMR 6.01, *et seq.*, which relate to retail advertising and 940 CMR 15.01 *et seq.*, which relate to the sale of travel services.

WHEREAS, Charles R. Caliri and C&S Marketing, Inc., without making any admissions of wrongdoing, acknowledges that this Court has subject matter jurisdiction over this case and personal jurisdiction over them, and consent to the entry of this Final Judgment in the above-captioned case;

WHEREAS, the parties agree that there is no just reason for delay, and that the Court’s execution of this Final Judgment constitutes an entry of a final judgment, pursuant to Mass. R. Civ. P. 54(b), as to Charles R. Caliri and C&S Marketing, Inc.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. Parties subject to Final Judgment. This Final Judgment, which constitutes a continuing obligation, is binding upon Charles R. Caliri and C&S Marketing, Inc. (hereinafter collectively referred to as the “Caliri Defendants”); provided however, that

nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against parties to this litigation other than the Caliri Defendants, or any claims the Commonwealth has against Caliri with respect to the Contempt Judgment, as described in paragraph 11, *infra*, except as expressly provided therein.

2. Definitions. For purposes of this Final Judgment, the term “Vacation Club” or “Vacation Club Membership” shall mean any vacation club membership (and/or any associated services and goods), whether serviced and/or fulfilled by Travel Services, Inc. (“TSI”) or any another entity, and shall be consistent with the terms “Vacation Club” and “Travel Services” as defined in 940 CMR 15.00 *et seq.*

3. Injunctive relief. The Court hereby permanently enjoins the Caliri Defendants and those otherwise bound by the Court’s injunction pursuant to Mass. R. Civ. P. 65(d) from:

- a. engaging in any way in any business involving the marketing or sale of Vacation Club Memberships, as that term is defined in paragraph 2, above, in the Commonwealth of Massachusetts and/or to Massachusetts residents;
- b. participating in any way in any business in the Commonwealth of Massachusetts and/or with Massachusetts residents that fails to comply with laws and regulations applicable to the sale and/or marketing of “time-shares,” as that term is defined in G.L. c. 183B, § 2, by, without limitation:
 - i. making false or misleading inducements of offers of gifts and/or prizes, in violation of, without limitation: G.L. c. 93A, § 2; 940

CMR 3.01, *et seq.*; 940 CMR 6.05(16), 6.08, 6.14(g); and/or G.L.

c. 183B, § 52.

- ii. making false or misleading representations and/or omissions regarding the price or value of the time-shares being offered and/or sold, in violation of, without limitation: G.L. c. 93A, § 2; 940 CMR 3.04, 3.05, 3.13; and/or 940 CMR 6.01, 6.03, 6.04, 6.05.
- iii. claiming or representing that a time-share is being offered for sale at a reduced price when such is not the case; or that such special or reduced price is to be in effect for a limited time only when such is not the case; or otherwise deceiving purchasers or prospective purchasers with respect to the price of a timeshare, in violation of, without limitation: G.L. c. 93A, § 2; and/or 940 CMR 3.13;
- iv. making false or misleading representations and/or omissions concerning time-share purchasers' right of cancellation, in violation of, without limitation: G.L. c. 183B, § 41; G.L. c. 93 § 48; G.L. c. 93A, § 2; 940 CMR 3.09, 3.13(4); and/or 940 CMR 15.04.
- v. making false or misleading representations and/or omissions about the "travel services" being offered, as that term is defined in 940 CMR 15.01, and failing to provide required disclosures, in violation of, without limitation: 940 CMR 15.03 and 940 CMR 15.04(1)-(3).

- vi. otherwise violating the provisions of G.L. c. 183B, § 1, *et seq.*, 940 CMR 3.01, *et seq.*, 940 CMR 6.01, *et seq.*, and/or 940 CMR 15.01 *et seq.*
- c. forming a separate entity, operating under a different name, or affiliating with or relying on a separate entity or person(s) for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Final Judgment or for any other purpose which would otherwise circumvent any part of this Final Judgment.
- d. transferring, pledging, selling, mortgaging, encumbering, or in any way disposing of any ownership interest or custody of any real or personal assets Caliri owns or controls, individually or collectively, directly or indirectly, until 120 days from the day an execution has issued in favor of the Commonwealth on this Court's (Connolly, J.) May 9, 2012 Contempt Judgment against Caliri, as affirmed on appeal,¹ to afford the Commonwealth a reasonable opportunity to secure the Contempt Judgment, subject to the limitations set forth in paragraph 11, herein. Such real or personal assets shall include, without limitation, all real property, wherever located; all vehicles, including automobiles and boats, wherever located; bank accounts and all funds contained therein, wherever located; all securities, all household and office furnishings, and all lump-sums of money, of any amount, Caliri has or may receive while this injunction remains in effect, from any source,

¹ See *Comm. v. Caliri*, 2013-P-1160 (Memorandum and Order Pursuant to Rule 1:28) (Mass. App. Ct., June 24, 2014). On August 19, 2014, the Court (Brieger, J.) allowed the Commonwealth's Motion for Judgment After Rescript and entered a Judgment on Finding of Contempt After Rescript. The Commonwealth's request for issuance of an execution remains pending with the Court.

except such real or personal assets as may be used in the ordinary course of business or for necessary and usual living expenses as defined by the Internal Revenue Service.

4. Appearance at trial. Caliri shall appear upon reasonable request of the Attorney General to testify on his own behalf and/or as President of C&S Marketing concerning the persons, acts and allegations in the above-captioned action (“the Enforcement Action”); and make complete and truthful disclosure of all material information reasonably requested by the Attorney General concerning the persons, acts, and allegation in the Enforcement Action.

5. Notice of Final Judgment. Upon entry of this Final Judgment, the Caliri Defendants shall: (i) provide a copy of this Final Judgment to defendant C&S Marketing Inc.’s officers, directors and employees, and provide the Commonwealth with signed acknowledgements of receipt from all such officer and directors and employees within 10 business days of entry of this Final Judgment; (ii) appear upon reasonable request of the Attorney General to testify in any matter concerning the persons, acts and allegations in the above-captioned action (“the Enforcement Action”); and (iii) make complete and truthful disclosure of all material information reasonably requested by the Attorney General concerning the persons, acts, and allegation in the Enforcement Action.

6. Monetary relief. Pursuant to G.L. c. 93A, § 4, judgment is hereby entered against the Caliri Defendants in the amount of \$175,000. The Attorney General shall distribute the monetary relief collected pursuant to this Final Judgment first to consumer restitution, pursuant to a fair and equitable distribution and claims process determined

and administered by the Commonwealth. Any remaining funds following distribution of consumer restitution shall be applied to civil penalties and attorney's fees.

7. Timing and Form of Payments. In accordance with this Court's February 27, 2014 *Order Resolving Dispute Between The Plaintiff Commonwealth Of Massachusetts And Trustee-Defendant RBS Citizens* (the "Citizens Order"), a true and correct copy of which is attached hereto as Exhibit 1, within ten business days of receiving a Trustee Execution ("Execution"), Trustee Defendant Citizens Bank ("Citizens") shall pay to the Commonwealth:

- a. \$37,865.08 in funds in a Citizen's account belonging to Caliri and attached pursuant to the Summons to Trustee the Court issued in this Enforcement Action; and
- b. \$137,134.92 in funds that Citizens placed into escrow account upon entry of the Citizens Order.

All payments Citizens makes pursuant to this Final Judgment shall be made by certified or bank check payable to the "Commonwealth of Massachusetts – Office of the Attorney General" and delivered to Gillian Feiner, Assistant Attorney General, Consumer Protection Division, Office of the Attorney General, One Ashburton Place, Boston, MA 02108 or by wire transfer according to wiring instructions to be provided by the Commonwealth at Citizens' request.

8. Trustee Execution. A Trustee Execution in the amount of \$175,000 shall issue forthwith to Trustee Defendant Citizens Bank ("Citizens") directing Citizens to cause to be paid and satisfied to the Commonwealth all monies it is holding as trustee of Caliri or as escrow agent pursuant to the Citizens Order referenced in paragraph 7 herein.

9. Attorney's Fees and Costs for Enforcement of Judgment. The Commonwealth is entitled to collect all fees and costs incurred in connection with the enforcement and collection of this Final Judgment, including its reasonable attorney's fees, as well as any penalties or other obligations ordered by the Court as a result of any action by the Attorney General upon future violations of this Final Judgment.

10. Notices. All notices and documents required by this Final Judgment shall be provided in writing to the parties as follows:

a. If to the Attorney General:

Gillian Feiner
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200 ext. 2571
gillian.feiner@state.ma.us

b. If to the defendant:

Joseph B. Bertrand, Esq.
Murray, Kelly & Bertrand, P.C.
300 Trade Center – Suite 2700
Woburn, Massachusetts 01801
(781) 569-0020
jbertrand@mkblegal.com

11. Contempt Judgment. This Final Judgment shall not affect or otherwise limit this Court's May 9, 2012 Contempt Judgment against Caliri; provided however, that entry of this Final Judgment shall abrogate the portion of the Contempt Judgment requiring Caliri to pay \$430,000 into an escrow account. The Contempt Judgment in favor of the Commonwealth against Caliri in the amount of \$310,000, together with

attorney's fees and costs of \$27,468 and post-judgment interest at the statutory rate, remains due and owing to the Commonwealth.

12. Waiver of appeal and findings and rulings. The Caliri Defendants waive all rights of appeal, and also waive the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure.

13. Continuing jurisdiction. The Superior Court of the Commonwealth retains jurisdiction of this action for the purpose of enforcing or modifying the terms of this Final Judgment, or granting such further relief as the Court deems just and proper, and the provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

14. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

15. Release. This Final Judgment resolves only the allegations and civil claims that were actually raised by the Attorney General on behalf of the Commonwealth against the Caliri Defendants in the First Amended Complaint filed in the Enforcement Action. Nothing in this Final Judgment resolves, settles or otherwise affects the Contempt Judgment described in paragraph 11, except as expressly provided therein, or any actual or potential claims the Commonwealth has against any of the other defendants in the Enforcement Action.

16. Ongoing obligation to comply with the law. Consent to this Final Judgment does not constitute an approval by the Commonwealth of the Caliri

Defendants' business acts and practices, and the Caliri Defendants shall not make any representations to the contrary. Nothing in this Final Judgment shall be construed as relieving the Caliri Defendants of their duty to comply with all applicable federal, state, and local laws, regulations, rules, and permits.

17. Complete agreement. This Final Judgment contains the complete agreement between the Commonwealth and the Caliri Defendants relating to the matters discussed herein. No promises, representations or warranties other than those set forth in this Final Judgment have been made by any of the parties. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, of the parties, whether oral or in writing. This Final Judgment supersedes all orders of this Court as to the Caliri Defendants, which are hereby dissolved, except pursuant to paragraphs 3(d) and 11, above.

18. Modification. This Final Judgment may not be changed, altered, or modified, except by further order of the Court.

19. Effective date. This Final Judgment becomes effective upon entry by the Court, and all periods of time described herein commence as of that date.

APPROVED AND ORDERED:


Justice of the Superior Court

Dated: 11/12, 2014

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

COMMONWEALTH OF MASSACHUSETTS

Plaintiffs,

v.

CHARLES R. CALIRI, RICHARD S. CARDILLO, RICHARD CIAVOLA, MANDRED HENRY, JOSEPH S. LENTO, SCOTT ROSELUND, C&S MARKETING, INC. D/B/A FANTASIA TRAVEL GROUP AND ONLY WAY 2 GO TRAVEL, CHRISTY D. SPENSERGER A/K/A CHRISTY DIXON, WILLIAM H. BAILEY, TRAVEL SERVICES, INC. F/K/A FUNSEEKERS VACATIONS, INC. D/B/A OUTRIGGER VACATION CLUB and JOHN DOES 1-10.

Defendants,

CITIZENS BANK and BANK OF AMERICA,

Trustee-Defendants,

and

JOSEPH S. LENTO TRUST and 63 OLD HARBOR ROAD TRUST,

Reach and Apply Defendants.

CASE NO. 10-2647F

CONSENT OF DEFENDANTS CHARLES R. CALIRI AND C&S MARKETING, INC. TO ENTRY OF FINAL JUDGMENT BY CONSENT

1. Defendants Charles R. Caliri and C&S Marketing, Inc. (hereinafter collectively referred to as the "Caliri Defendants") admit to the continuing jurisdiction and venue of the Suffolk Superior Court, and hereby consent to the entry of the Final Judgment in the form attached hereto. In so consenting, the Caliri Defendants certify

they have reviewed and understand each of the sections, paragraphs, and subparagraphs in the Final Judgment.

2. The Caliri Defendants understand that the injunction set forth in the Final Judgment applies to them and those otherwise bound pursuant to Mass. R. Civ. P. 65(d); provided however, that nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against parties other than the Caliri Defendants.

3. The Caliri Defendants understand that this Final Judgment does not affect or otherwise limit this Court's May 9, 2012 Contempt Judgment against Caliri, as affirmed on appeal;² provided however, that entry of this Final Judgment shall abrogate the portion of the Contempt Judgment requiring Caliri to pay \$430,000 into an escrow account. The Contempt Judgment in favor of the Commonwealth against Caliri in the amount of \$310,000, together with post-judgment interest at the statutory rate, remains due and owing to the Commonwealth.

4. The Caliri Defendants waive entry of the findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure and waive all rights of appeal.

5. The Caliri Defendants understand that any violation of this Final Judgment may result in sanctions pursuant to G.L. c. 93A, § 4, and/or a court finding of contempt in court.

² See *Comm. v. Caliri*, 2013-P-1160 (Memorandum and Order Pursuant to Rule 1:28) (Mass. App. Ct., June 24, 2014).

6. The Caliri Defendants acknowledge they are represented by Joseph Bertrand, Esq. of Murray, Kelly & Bertrand, P.C., with whom they have consulted concerning the proposed Final Judgment.

7. Caliri agrees and acknowledges that as President of C&S Marketing, he is duly authorized to consent to entry of this Final Judgment on its behalf.

ASSENTED TO, WAIVING ALL RIGHTS OF APPEAL:


Charles R. Caliri, on his own behalf and
as President of C&S Marketing, Inc.

Dated: 10/14/14

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CASE NO. 10-2647F

COMMONWEALTH OF MASSACHUSETTS)
)
 Plaintiffs,)
)
 v.)
)
 CHARLES R. CALIRI, RICHARD S.)
 CARDILLO, RICHARD CIAVOLA,)
 MANDRED HENRY, JOSEPH S. LENTO,)
 SCOTT ROSELUND, C&S MARKETING,)
 INC. D/B/A FANTASIA TRAVEL GROUP)
 AND ONLY WAY 2 GO TRAVEL, CHRISTY)
 D. SPENSPERGER A/K/A CHRISTY DIXON,)
 WILLIAM H. BAILEY, TRAVEL SERVICES,)
 INC. F/K/A FUNSEEKERS VACATIONS, INC.)
 D/B/A OUTRIGGER VACATION CLUB and)
 JOHN DOES 1-10.)
)
 Defendants,)
)
 CITIZENS BANK and BANK OF AMERICA,)
)
 Trustee-Defendants,)
)
 and)
)
 JOSEPH S. LENTO TRUST and 63 OLD)
 HARBOR ROAD TRUST,)
)
 Reach and Apply Defendants.)

*Notice in hand
11/13/14*

**FINAL JUDGMENT BY CONSENT AS TO LESS THAN ALL PARTIES
PURSUANT TO MASS. R. CIV. P. 54(b) (JOSEPH S. LENTO)**

Plaintiff, the Commonwealth of Massachusetts, by and through its Attorney
General Martha Coakley ("Commonwealth"), and defendant Joseph S. Lento consent to
the entry of this Final Judgment by Consent ("Final Judgment") and its provisions

JUDGMENT ENTERED ON DOCKET 11/13 - 2014
PURSUANT TO THE PROVISIONS OF MASS. R. CIV. P.58(a)
AND NOTICE SEND TO PARTIES PURSUANT TO THE PRO-
VISIONS OF MASS. R. CIV. P. 77(d) AS FOLLOWS

without trial or adjudication. The parties enter this agreement to resolve the Commonwealth's claims against Joseph S. Lento in the above-captioned case.

WHEREAS, in its First Amended Complaint ("Amended Complaint"), the Commonwealth alleged that multiple defendants, including Joseph S. Lento, committed unfair or deceptive practices and engaged in an unlawful civil conspiracy to implement and/or facilitate an unfair or deceptive vacation club marketing and sales scheme in violation of G.L. c. 93A, § 2(a) and the regulations promulgated thereunder, including, without limitation, 940 CMR 3.01, *et seq.*, relating, *inter alia*, to false advertising, general misrepresentations and unconscionable conduct, 940 CMR 6.01, *et seq.*, relating to retail advertising and 940 CMR 15.01 *et seq.*, relating to the sale of travel services.

WHEREAS, Joseph S. Lento, without making any admissions of wrongdoing, acknowledges that this Court has subject matter jurisdiction over this case and personal jurisdiction over him, and consents to the entry of this Final Judgment in the above-captioned case.

WHEREAS, the parties agree that there is no just reason for delay, and that the Court's execution of this Final Judgment constitutes an entry of a final judgment, pursuant to Mass. R. Civ. P. 54(b), as to Joseph S. Lento.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. Parties subject to Final Judgment. This Final Judgment, which constitutes a continuing obligation, is binding upon defendant Joseph S. Lento ("Lento"); provided however, that nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against parties to this litigation other than Lento.

2. Definitions. For purposes of this Final Judgment, the term “Vacation Club” or “Vacation Club Membership” shall mean any vacation club membership (and/or any associated services and goods), whether serviced and/or fulfilled by Travel Services, Inc. (“TSI”) or any another entity, and shall be consistent with the terms “Vacation Club” and “Travel Services” as defined in 940 CMR 15.00 *et seq.*

3. Injunctive relief. The Court hereby permanently enjoins Lento and those otherwise bound by the Court’s injunction pursuant to Mass. R. Civ. P. 65(d) from engaging in the following conduct, whether directly or indirectly, on behalf of, or through any other entity or person:

- a. engaging in any way in any business involving the marketing or sale of Vacation Club Memberships, as that term is defined in paragraph 2, above, in the Commonwealth of Massachusetts and/or to Massachusetts residents;
- b. participating in any way in any business in the Commonwealth of Massachusetts and/or with Massachusetts residents that fails to comply with laws and regulations applicable to the sale and/or marketing of “time-shares”, as that term is defined in G.L. c. 183B, § 2, by, without limitation:
 - i. making false or misleading inducements of offers of gifts and/or prizes, in violation of, without limitation: G.L. c. 93A, § 2; 940 CMR 3.01, *et seq.*; 940 CMR 6.05(16), 6.08, 6.14(g); and/or G.L. c. 183B, § 52.
 - ii. making false or misleading representations and/or omissions regarding the price or value of the time-shares being offered and/or

sold, in violation of, without limitation: G.L. c. 93A, § 2; 940 CMR 3.04, 3.05, 3.13; and/or 940 CMR 6.01, 6.03, 6.04, 6.05.

- iii. claiming or representing that a time-share is being offered for sale at a reduced price when such is not the case; or that such special or reduced price is to be in effect for a limited time only when such is not the case; or otherwise deceiving purchasers or prospective purchasers with respect to the price of a timeshare, in violation of, without limitation: G.L. c. 93A, § 2; and/or 940 CMR 3.13;
 - iv. making false or misleading representations and/or omissions concerning time-share purchasers' right of cancellation, in violation of, without limitation: G.L. c. 183B, § 41; G.L. c. 93 § 48; G.L. c. 93A, § 2; 940 CMR 3.09, 3.13(4); and/or 940 CMR 15.04.
 - v. making false or misleading representations and/or omissions about the "travel services" being offered, as that term is defined in 940 CMR 15.01, and failing to provide required disclosures, in violation of, without limitation: 940 CMR 15.03 and 940 CMR 15.04(1)-(3).
 - vi. otherwise violating the provisions of G.L. c. 183B, § 1, *et seq.*, 940 CMR 3.01, *et seq.*, 940 CMR 6.01, *et seq.*, and/or 940 CMR 15.01 *et seq.*
- c. forming a separate entity, operating under a different name, or affiliating with or relying on a separate entity or person(s) for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Final

Judgment or for any other purpose which would otherwise circumvent any part of this Final Judgment.

4. Appearance at trial. Lento shall appear upon reasonable request of the Attorney General to testify in any matter concerning the persons, acts and allegations in the above-captioned action (“the Enforcement Action”); and make complete and truthful disclosure of all material information reasonably requested by the Attorney General concerning the persons, acts, and allegation in the Enforcement Action.

5. Monetary relief. Pursuant to G.L. c. 93A, § 4, judgment is hereby entered against Lento in the amount of \$15,000, with \$2,000 to be paid upon entry of this Final Judgment. The Attorney General shall distribute the monetary relief collected pursuant to this Final Judgment first to consumer restitution, pursuant to a fair and equitable distribution and claims process determined and administered by the Commonwealth. Any remaining funds following distribution of consumer restitution shall be applied to civil penalties and attorney’s fees.

6. Payment. All payments made pursuant to this Final Judgment shall be made by certified or cashier’s check, or a check drawn from an IOLTA account, made payable to the “Commonwealth of Massachusetts – Office of the Attorney General” and delivered to Gillian Feiner, Assistant Attorney General, Consumer Protection Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108.

7. Execution. An Execution shall issue forthwith in favor of the Commonwealth of Massachusetts against Lento in the amount of \$13,000. In the event that Lento pays the full judgment and provided Lento is not in default of the obligations

set forth herein, the Commonwealth shall mark the Execution “satisfied in full,” or “settled in full”, and mail the Execution to Lento at the address provided herein.

8. Attorney’s Fees and Costs for Enforcement of Judgment. The Commonwealth is entitled to collect all fees and costs incurred in connection with the enforcement and collection of this Final Judgment, including its reasonable attorney’s fees, as well as any penalties or other obligations ordered by the Court as a result of any action by the Attorney General upon future violations of this Final Judgment.

9. Notices. All notices and documents required by this Final Judgment shall be provided in writing to the parties as follows:

a. If to the Attorney General:

Gillian Feiner
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
(617) 727-2200 ext. 2571
gillian.feiner@state.ma.us

b. If to the defendant:

Joseph B. Bertrand, Esq.
Murray, Kelly & Bertrand, P.C.
300 Trade Center – Suite 2700
Woburn, Massachusetts 01801
(781) 569-0020
jbertrand@mkblegal.com

10. Waiver of appeal and findings and rulings. Lento waives all rights of appeal, and also waives the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure.

11. Continuing jurisdiction. The Superior Court of the Commonwealth retains jurisdiction of this action for the purpose of enforcing or modifying the terms of this Final Judgment, or granting such further relief as the Court deems just and proper, and the provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

12. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

13. Release. Entry of this Final Judgment resolves only the allegations and civil claims that were actually raised by the Attorney General on behalf of the Commonwealth against Lento in the First Amended Complaint filed in the Enforcement Action. Nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against any of the other defendants in the Enforcement Action.

14. Ongoing obligation to comply with the law. Consent to this Final Judgment does not constitute an approval by the Commonwealth of Lento's business acts and practices, and Lento shall not make any representations to the contrary. Nothing in this Final Judgment shall be construed as relieving Lento of his duty to comply with all applicable federal, state, and local laws, regulations, rules, and permits.

15. Complete agreement. This Final Judgment contains the complete agreement between the Commonwealth and Lento relating to the matters discussed herein. No promises, representations or warranties other than those set forth in this Final

Judgment have been made by any of the parties. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, of the parties, whether oral or in writing. This Final Judgment supersedes all orders of this Court as to Lento, which are hereby dissolved.

16. Modification. This Final Judgment may not be changed, altered, or modified, except by further order of the Court.

17. Effective date. This Final Judgment becomes effective upon entry by the Court, and all periods of time described herein commence as of that date.

APPROVED AND ORDERED:


Justice of the Superior Court

Dated: 11/12, 2014

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CASE NO. 10-2647F

COMMONWEALTH OF MASSACHUSETTS)
)
 Plaintiffs,)
)
 v.)
)
 CHARLES R. CALIRI, RICHARD S.)
 CARDILLO, RICHARD CIAVOLA,)
 MANDRED HENRY, JOSEPH S. LENTO,)
 SCOTT ROSELUND, C&S MARKETING,)
 INC. D/B/A FANTASIA TRAVEL GROUP)
 AND ONLY WAY 2 GO TRAVEL, CHRISTY)
 D. SPENSPERGER A/K/A CHRISTY DIXON,)
 WILLIAM H. BAILEY, TRAVEL SERVICES,)
 INC. F/K/A FUNSEEKERS VACATIONS, INC.)
 D/B/A OUTRIGGER VACATION CLUB and)
 JOHN DOES 1-10.)
)
 Defendants,)
)
 CITIZENS BANK and BANK OF AMERICA,)
)
 Trustee-Defendants,)
)
 and)
)
 JOSEPH S. LENTO TRUST and 63 OLD)
 HARBOR ROAD TRUST,)
)
 Reach and Apply Defendants.)

**CONSENT OF DEFENDANT JOSEPH LENTO TO ENTRY OF FINAL
JUDGMENT BY CONSENT**

1. Defendant Joseph S. Lento ("Lento") admits to the continuing jurisdiction and venue of the Suffolk Superior Court, and hereby consents to the entry of the Final Judgment in the form attached hereto. In so consenting, Lento certifies that he has read

and understands each of the sections, paragraphs, and subparagraphs in the Final Judgment.

2. Lento understands that the injunction set forth in the Final Judgment applies to him and those otherwise bound pursuant to Mass. R. Civ. P. 65(d); provided however, that nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against parties other than Lento.

3. Lento understands that the monetary judgment the Commonwealth agreed to accept was reduced based on financial information Lento submitted to the Commonwealth under penalties of perjury.

4. Lento waives entry of the findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

5. Lento understands that any violation of this Final Judgment may result in sanctions pursuant to G.L. c. 93A, § 4, and/or a finding of contempt in court.

6. Lento acknowledges he is represented by counsel, Joseph Bertrand, Esq. of Murray, Kelly & Bertrand, P.C., with whom he has consulted concerning the proposed Final Judgment.

ASSENTED TO, WAIVING ALL RIGHTS OF APPEAL:



Joseph S. Lento

Dated: 10/1/14

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

COMMONWEALTH OF MASSACHUSETTS)

Plaintiffs,)

v.)

CHARLES R. CALIRI, RICHARD S.)
CARDILLO, RICHARD CIAVOLA,)
MANDRED HENRY, JOSEPH S. LENTO,)
SCOTT ROSELUND, C&S MARKETING,)
INC. D/B/A FANTASIA TRAVEL GROUP)
AND ONLY WAY 2 GO TRAVEL, CHRISTY)
D. SPENSERGER A/K/A CHRISTY DIXON,)
WILLIAM H. BAILEY, TRAVEL SERVICES,)
INC. F/K/A FUNSEEKERS VACATIONS, INC.)
D/B/A OUTRIGGER VACATION CLUB and)
JOHN DOES 1-10.)

CASE NO. 10-2647F

Defendants,)

CITIZENS BANK and BANK OF AMERICA,)

Trustee-Defendants,)

and)

JOSEPH S. LENTO TRUST and 63 OLD)
HARBOR ROAD TRUST,)

Reach and Apply Defendants.)

Notice Sent
11/13/14

FINAL JUDGMENT BY CONSENT AS TO LESS THAN ALL PARTIES
PURSUANT TO MASS. R. CIV. P. 54(b) (RICHARD CIAVOLA)

Plaintiff, the Commonwealth of Massachusetts, by and through its Attorney
General Martha Coakley ("Commonwealth"), and defendant Richard Ciavola consent to
the entry of this Final Judgment by Consent ("Final Judgment") and its provisions

without trial or adjudication. The parties enter this agreement to resolve the

Commonwealth's claims against Richard Ciavola in the above-captioned case.

WHEREAS, in its First Amended Complaint ("Amended Complaint"), the Commonwealth alleged that multiple defendants, including Richard Ciavola, committed unfair or deceptive practices and engaged in an unlawful civil conspiracy to implement and/or facilitate an unfair or deceptive vacation club marketing and sales scheme in violation of G.L. c. 93A, § 2(a) and the regulations promulgated thereunder, including, without limitation, 940 CMR 3.01, *et seq.*, relating, *inter alia*, to false advertising, general misrepresentations and unconscionable conduct, 940 CMR 6.01, *et seq.*, relating to retail advertising and 940 CMR 15.01 *et seq.*, relating to the sale of travel services.

WHEREAS, Richard Ciavola, without making any admissions of wrongdoing, acknowledges that this Court has subject matter jurisdiction over this case and personal jurisdiction over him, and consents to the entry of this Final Judgment in the above-captioned case.

WHEREAS, the parties agree that there is no just reason for delay, and that the Court's execution of this Final Judgment constitutes an entry of a final judgment, pursuant to Mass. R. Civ. P. 54(b), as to Richard Ciavola.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. Parties subject to Final Judgment. This Final Judgment, which constitutes a continuing obligation, is binding upon defendant Richard Ciavola ("Ciavola"); provided however, that nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against parties to this litigation other than Ciavola.

2. Definitions. For purposes of this Final Judgment, the term “Vacation Club” or “Vacation Club Membership” shall mean any vacation club membership membership (and/or any associated services and goods), whether serviced and/or fulfilled by Travel Services, Inc. (“TSI”) or any another entity, and shall be consistent with the terms “Vacation Club” and “Travel Services” as defined in 940 CMR 15.00 *et seq.*

3. Injunctive relief. The Court hereby permanently enjoins Ciavola and those otherwise bound by the Court’s injunction pursuant to Mass. R. Civ. P. 65(d) from engaging in the following conduct, whether directly or indirectly, on behalf of, or through any other entity or person:

- a. engaging in any way in any business involving the marketing or sale of Vacation Club Memberships, as that term is defined in paragraph 2, above, in the Commonwealth of Massachusetts and/or to Massachusetts residents;
- b. participating in any way in any business that fails to comply with laws and regulations applicable to the sale and/or marketing of “time-shares”, as that term is defined in G.L. c. 183B, § 2, by, without limitation:
 - i. making false or misleading inducements of offers of gifts and/or prizes, in violation of, without limitation: G.L. c. 93A, § 2; 940 CMR 3.01, *et seq.*; 940 CMR 6.05(16), 6.08, 6.14(g); and/or G.L. c. 183B, § 52.
 - ii. making false or misleading representations and/or omissions regarding the price or value of the time-shares being offered and/or sold, in violation of, without limitation: G.L. c. 93A, § 2; 940 CMR 3.04, 3.05, 3.13; and/or 940 CMR 6.01, 6.03, 6.04, 6.05.

- iii. claiming or representing that a time-share is being offered for sale at a reduced price when such is not the case; or that such special or reduced price is to be in effect for a limited time only when such is not the case; or otherwise deceiving purchasers or prospective purchasers with respect to the price of a timeshare, in violation of, without limitation: G.L. c. 93A, § 2; and/or 940 CMR 3.13;
 - iv. making false or misleading representations and/or omissions concerning time-share purchasers' right of cancellation, in violation of, without limitation: G.L. c. 183B, § 41; G.L. c. 93 § 48; G.L. c. 93A, § 2; 940 CMR 3.09, 3.13(4); and/or 940 CMR 15.04.
 - v. making false or misleading representations and/or omissions about the "travel services" being offered, as that term is defined in 940 CMR 15.01, and failing to provide required disclosures, in violation of, without limitation: 940 CMR 15.03 and 940 CMR 15.04(1)-(3).
 - vi. otherwise violating the provisions of G.L. c. 183B, § 1, *et seq.*, 940 CMR 3.01, *et seq.*, 940 CMR 6.01, *et seq.*, and/or 940 CMR 15.01 *et seq.*
- c. forming a separate entity, operating under a different name, or affiliating with or relying on a separate entity or person(s) for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Final Judgment or for any other purpose which would otherwise circumvent any part of this Final Judgment.

d. transferring, pledging, selling, mortgaging, encumbering, or in any way disposing of any ownership interest or custody of any real or personal assets Ciavola owns or controls, individually or collectively, directly or indirectly, until 120 days from the day an execution has issued in favor of the Commonwealth on this Final Judgment, to afford the Commonwealth a reasonable opportunity to secure the Contempt Judgment except such real or personal assets as may be used in the ordinary course of business or for necessary and usual living expenses as defined by the Internal Revenue Service.. Such real or personal assets shall include, without limitation, all real property, wherever located, including the property located at 16 Thatcher Street, Plymouth, MA 02302.

4. Appearance at trial. Ciavola shall appear upon reasonable request of the Attorney General to testify in any matter concerning the persons, acts and allegations in the above-captioned action (“the Enforcement Action”); and make complete and truthful disclosure of all material information reasonably requested by the Attorney General concerning the persons, acts, and allegation in the Enforcement Action.

5. Monetary relief. Pursuant to G.L. c. 93A, § 4, judgment is hereby entered against Ciavola in the amount of \$15,000. The Attorney General shall distribute the monetary relief collected pursuant to this Final Judgment, at her sole discretion, to consumer restitution, civil penalties and/or attorney’s fees and costs.

6. Default. A failure to comply with any of the provisions of this Final Judgment shall constitute an event of default (“Event of Default”) under this Final Judgment.

7. Execution. An Execution shall issue forthwith in favor of the Commonwealth of Massachusetts against Ciavola in the amount of \$15,000. In the event that Ciavola pays the full judgment and provided Ciavola is not in default of the obligations set forth herein, the Commonwealth shall mark the Execution “satisfied in full,” or “settled in full”, and mail the Execution to Ciavola at the address provided in paragraph 10.

8. Payment. All payments made pursuant to this Final Judgment shall be made by certified or cashier’s check, or a check drawn from an IOLTA account, payable to the “Commonwealth of Massachusetts – Office of the Attorney General” and delivered to Gillian Feiner, Assistant Attorney General, Consumer Protection Division, One Ashburton Place, Boston, Massachusetts 02108.

9. Attorney’s Fees and Costs for Enforcement of Judgment. The Commonwealth is entitled to collect all fees and costs incurred in connection with the enforcement and collection of this Final Judgment, including its reasonable attorney’s fees, as well as any penalties or other obligations ordered by the Court as a result of any action by the Attorney General upon future violations of this Final Judgment.

10. Notices. All notices and documents required by this Final Judgment shall be provided in writing to the parties as follows:

a. If to the Attorney General:

Gillian Feiner
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
One Ashburton Place
Boston, MA 02108
gillian.feiner@state.ma.us

b. If to the defendant:

Richard Ciavola
16 Thatcher Street
Plymouth, MA 02302
richardciavola@gmail.com

11. Waiver of appeal and findings and rulings. Ciavola waives all rights of appeal, and also waives the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure.

12. Continuing jurisdiction. The Superior Court of the Commonwealth retains jurisdiction of this action for the purpose of enforcing or modifying the terms of this Final Judgment, or granting such further relief as the Court deems just and proper, and the provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

13. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

14. Release. Entry of this Final Judgment resolves only the allegations and civil claims that were actually raised by the Attorney General on behalf of the Commonwealth against Ciavola in the First Amended Complaint filed in the Enforcement Action. Nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against any of the other defendants in the Enforcement Action.

15. Ongoing obligation to comply with the law. Consent to this Final Judgment does not constitute an approval by the Commonwealth of Ciavola's business

acts and practices, and Ciavola shall not make any representations to the contrary.

Nothing in this Final Judgment shall be construed as relieving Ciavola of his duty to comply with all applicable federal, state, and local laws, regulations, rules, and permits.

16. Complete agreement. This Final Judgment contains the complete agreement between the Commonwealth and Ciavola relating to the matters discussed herein. No promises, representations or warranties other than those set forth in this Final Judgment have been made by any of the parties. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, of the parties, whether oral or in writing. This Final Judgment supersedes all orders of this Court as to Ciavola, which are hereby dissolved.

17. Modification. This Final Judgment may not be changed, altered, or modified, except by further order of the Court.

18. Effective date. This Final Judgment becomes effective upon entry by the Court, and all periods of time described herein commence as of that date.

APPROVED AND ORDERED:


Justice of the Superior Court

Dated: 11/12, 2014

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT

COMMONWEALTH OF MASSACHUSETTS)	
)	
Plaintiffs,)	
)	
v.)	
)	
CHARLES R. CALIRI, RICHARD S.)	CASE NO. 10-2647F
CARDILLO, RICHARD CIAVOLA,)	
MANDRED HENRY, JOSEPH S. LENTO,)	
SCOTT ROSELUND, C&S MARKETING,)	
INC. D/B/A FANTASIA TRAVEL GROUP)	
AND ONLY WAY 2 GO TRAVEL, CHRISTY)	
D. SPENSERGER A/K/A CHRISTY DIXON,)	
WILLIAM H. BAILEY, TRAVEL SERVICES,)	
INC. F/K/A FUNSEEKERS VACATIONS, INC.)	
D/B/A OUTRIGGER VACATION CLUB and)	
JOHN DOES 1-10.)	
)	
Defendants,)	
)	
CITIZENS BANK and BANK OF AMERICA,)	
)	
Trustee-Defendants,)	
)	
and)	
)	
JOSEPH S. LENTO TRUST and 63 OLD)	
HARBOR ROAD TRUST,)	
)	
Reach and Apply Defendants.)	
)	

**CONSENT OF DEFENDANT RICHARD CIAVOLA TO ENTRY OF
FINAL JUDGMENT BY CONSENT**

1. Defendant Richard Ciavola (“Ciavola”) admits to the continuing jurisdiction and venue of the Suffolk Superior Court, and hereby consents to the entry of the Final Judgment in the form attached hereto. In so consenting, Ciavola certifies that

he has read and understands each of the sections, paragraphs, and subparagraphs in the Final Judgment.

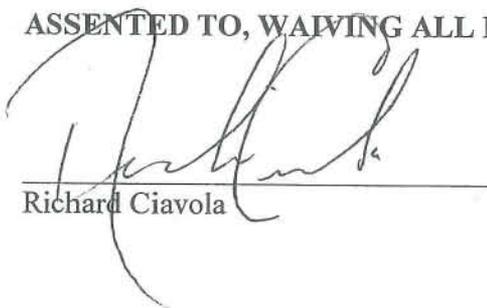
2. Ciavola understands that the injunction set forth in the Final Judgment applies to him and those otherwise bound pursuant to Mass. R. Civ. P. 65(d); provided however, that nothing in this Final Judgment resolves, settles or otherwise affects any actual or potential claims the Commonwealth has against parties other than Ciavola.

3. Ciavola understands that the monetary judgment the Commonwealth agreed to accept was reduced based on financial information Ciavola submitted to the Commonwealth under penalties of perjury.

4. Ciavola waives entry of the findings of fact and conclusions of law pursuant to Rule 52 of the Massachusetts Rules of Civil Procedure.

5. Ciavola understands that any violation of this Final Judgment may result in sanctions pursuant to G.L. c. 93A, § 4, and/or a finding of contempt in court.

ASSENTED TO, WAIVING ALL RIGHTS OF APPEAL:


Richard Ciavola

Dated: 10/29/2014