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# Plan with tan

Item Id: Shields01 Case Name: Shields, Jason M Case Number: 17 30121 Trustee: Starting Minimum Bid: \$1,000 Click Here to Go to eBay Auction Name of Timeshare: Travel Advantage Network, 672 Old Mill Road, Millersville, MD 21108 Description: Vacation Package Contract with TAN (Travel Advantage Network). Contract confirms 32 weeks of vacation Weeks purchased. 31 remain to be redeemed. The contract has no expiration date. TAN provides vacation packages throughout North America at deeply discounted, low season hotels and resorts. See their site for full details on locations. 32 Weeks in the original contract; 31 are still available for redemption. 2018 fees are \$424.68 and have not been paid. 2017 fees were \$404.40 and have also not been paid. 2016 fees were also \$404.40 and of that year's total, \$67.00 remains to be paid. Total due to make the account current is \$896.48. Originally purchased for \$11,000. Contract is PIF Amenities: Travel Advantage Network is a vacation program developed to provide travel to popular destinations. Our clients purchase travel weeks in bulk so they vacation at deeply discounted rates and secure endless opportunities to create lasting vacation memories. Since 1992, we have been helping nearly 80,000 clients travel worry-free throughout the U.S., Mexico and Caribbean. Whether you're a long-time client or recently caught the travel bug and are interested in joining Travel Advantage Network, we encourage you to browse this site and search our extensive list of properties and travel benefits.oning, Carpet, Dishwasher, Kitchen, Microwave, Telephone, and Washer/Dryer. ON-SITE: Exercise Equipment, Games Room, Grocery Store, Playground, Restaurant, Sauna, Snack Bar, Swimming Pool, Tennis, and Whirlpool/Hot Tub, NEARBY: Beach, Boating, Fishing, Golf, Horseback Riding, Lake, Live Entertainment, Medical Facility, Racquetball, Shopping, and Waterskiing. Location Info: U.S.: Caribbean, Mexico, Central America Management Company: Travel Advantage Network Liens: There is a total due in past due fees in the amount of \$896.48. We do not know of any other liens. Bidding Guide: Please review the bkassets.com bidding guide for terms of auction prior to placing a bid or making an offer. Wendy and Ryan Rowe had one goal when they visited Sundance Vacations' offices in King of Prussia on a hot day in July 2009: getting a voucher for the free cruise the company promised in return for listening to its sales pitch.Whatever else Sundance offered, they were braced for a hard sell and planned to say no. But they left with something extra, anyway: a signed contract with the Wilkes-Barre lodging-package marketer. One salesman called it a "savings account on vacations" - an appealing idea to newlyweds already planning a family.They agreed to pay \$16,600 in principal and interest, with seven years of monthly \$195 installments. In return, Sundance promised 30 weeks of "resort area condominium accommodations" in the United States, Mexico, or the Caribbean - all provided by Sundance's partner, Travel Advantage Network (TAN) of Millersville, Md., with terms spelled out in eight pages of contract language and disclosures.Looking back, the Rowes said they felt pressured and misled into signing up for a deal that to them proved nearly worthless. In return for their money, they mostly counted a litany of frustration - particularly that they were unable to book lodgings they wanted and faced fees and more if Sundance vacation hours cost them others less-limited choices. Sundance rejects such criticism, saying its customers freely enter into contracts after salespeople outline all the key terms, including by requiring customers to sign disclosures asking such questions as "Do you feel your decision to purchase was based on high-pressure sales tactics?" Not that it would necessarily deter them, say Alberto, hundreds of Sundance customers have complained in recent years online for reviews in lawsuits. The Better Business Bureau and state consumer agencies - legal experts who don't directly benefit from the industry - offer protection to consumers who sign contracts - even those who were misled beforehand.Unlike consumer-protection officials in New Jersey and Wisconsin, Pennsylvania's attorney general has taken no public steps to help disgruntled customers. But that has not stopped many from speaking up. "I was lied to from the start," Wendy Rowe wrote last year on Facebook, where she endorsed a "Boycott Sundance Vacations" page that has drawn more than 2,200 "likes" since November 2010 and that Sundance has repeatedly tried to shut down.Like other Sundance critics, the Rowes contend that much of what Sundance's sales reps said or suggested during a heavy-handed pitch did not prove true.They said they found it difficult or impossible to get the weeks and destinations they wanted. And they found that if they did, the package deal they bought fell far short of covering the cost of a typical week's lodging. With interest, they were paying more than \$550 for each of their 30 weeks. But extra costs - booking and service fees, peak-season charges, and costs for an extra room when a one-bedroom unit was unavailable - could more than double that price.Despite their regrets, the Rowes also concluded there was no way out. The papers they signed stated they had no right to rescind the contract even if they had second thoughts - a right that most states give people who purchase vacation time-shares, a similar business long criticized for luring purchasers into contracts that many come to regret.Four years later - after using just one of their 30 weeks - the Rowes prepaid their remaining balance of \$6,061. They thought they were putting a bad experience behind them, until they realized they still owed nearly \$370 for an annual "service fee" - an extra cost they had been paying in monthly installments since signing on.Thrir Sundance contract said they would owe that fee, which could rise as much as 5 percent a year, until they used all 30 weeks - seemingly forever, at the rate they were going. To the Rowes, that was the last straw. After months of complaints, privately to the company and publicly on Facebook, the couple were offered a partial refund in March and a different kind of vacation: a one-year hiatus from paying the service fee if they wanted to maintain rights to half their remaining 29 weeks.The Rowes, both postal workers in Seaford, Del., recounted their experience with Sundance in a series of interviews that ended abruptly once they apparently agreed to cancel their entire agreement. Sundance routinely demands nondisclosure agreements in return for contract releases, former clients say. Even the cancellation agreement's existence must be kept secret.Sundance also asked for something else: a retrospective removal of online criticism."Apparently they can see people's Facebook," said Wendy Rowe, who had called the couple's deal with Sundance "a rip off" on the social media website and urged others to steer clear. "They said they wouldn't give us a check until we take that down. It's crazy that they can see it." Sundance, familiar here for the sweepstakes it uses to collect telemarketing leads about Flyers and 76ers games and other places crowds gather, says its contracts enable thousands of customers to enjoy affordable vacations.Sundance attorney Dan Brier dismissed complaints about the company, blaming "nearly all" on a 73-year-old Philadelphia man with whom the company has squared off in a series of court disputes. "Sundance Vacations has been and continues to be victimized by false and malicious allegations," he wrote via e-mail.Unhappy customers, including more than three dozen contacted by The Inquirer, tell stories similar to the Rowes' - accounts also supported by ex-employees of Sundance and TAN who have reached out to critics via the Facebook boycott page.Sean Oakley, TAN marketing manager from 2009 to 2011, and Linda Thomas, a Sundance call-center staffer for a decade until 2012, both said they were driven to help Sundance routinely mislead consumers and withhold key information, prompting many to want a way out.Last year, when Oakley was especially active as one of the boycott page's administrators, "there were times we were getting 20 to 40 private messages a week from staffers. More were asking how to cancel," he said.While at TAN, Oakley worked closely with Sundance's marketers, and said salespeople routinely left out details prospective customers would want to know. One was how often they were likely to face peak-season or extra-room surcharges. Another was the chance they'd get a hotel room with a microwave rather than a fully equipped condo.Thomas, of Sunbury, Pa., said she and other Sundance workers were required to withhold certain information."There were a ton of blackout dates for the promotional vacations, and we weren't allowed to tell people that unless they asked," she said. "We told them they'd be coming to an hour-long session. Some people are there two or three hours or longer till the salesperson wears them down."Oakley said another way Sundance misled customers centered on its relationship with Tri State Financial, one of several unrelated companies owned by Sundance owners John and Tim Dowd. Sundance deals list Tri State as its "designated service agent." "They try to give the illusion to the consumer that they're dealing with a third-party lender," Oakley said. "That's how they keep them paying - saying 'You signed a loan contract with Tri State.' As far as complaints, some customers speak positively about their Sundance deals. In interviews, several especially praised TAN's "excess inventory" program, which offers lodgings for less than \$200 per week, for any size unit. "Since we've been treated, we go whenever we can. We just call and see what they have," said Vance Vogelsong of Mechanicsburg, Pa., who said he and his wife, Judy, long ago used up the 10 prepaid vacation weeks they bought from Sundance in 1997 for \$3,000, and pay about \$100 a year to maintain their TAN access.Hatfield resident Brenda Alburger, honored as TAN's "Most Traveled" client in 2012, praises its "wholesale weeks" program, too. Under her 2001 Sundance deal, she can book a two-bedroom condo up to a year ahead for less than \$700 a week during a nonpeak season - timing that works well for parents who home-school their children."My price has never changed in over 12 years," said Alburger, who said her annual service fee is under \$100. "We go on vacation every year. We love the beach, we love the mountains." Alburger also benefits from a TAN program that allows her to book for family and friends. As many as 60 people from her church have joined her family for September trips to Myrtle Beach, S.C.Alburger did not sign up with TAN in the way most Sundance customers do. She learned of it using a friend's plan. When she called to ask about joining, she rejected proposals to buy prepaid weeks."I'm not a sucker. They tried to get you to buy weeks of vacation. I didn't buy," she said.Kristina Kaplan, of Frackville, Pa., said she happily vacations via TAN for two weeks a year, but also resisted prepaid weeks - all the way down from Sundance's first offer, costing \$20,000, to what Oakley calls an "exit sale." "After about four supervisors, they took us back to get our cruise voucher, and the lady presented us with a package we just couldn't resist," she said. Kaplan and her husband paid \$2,000 up-front and \$99 a year, and mostly use TAN's wholesale-weeks program.Unhappy Sundance customers told The Inquirer a different kind of story - one that typically began with either less skepticism or weaker resolve and ended with a costly contract they regretted signing.Lisa Reitter, a Morrisville resident who manages a Bucks County doctor's office, bought a \$55,000 package at a 2012 pitch she attended with her boyfriend. She said salespeople wore down their resistance with shifting offers of more weeks, a better price, or a lower interest rate - but all contingent on signing right away. "They wouldn't let you go home and sleep on it. They made you make a decision right there," she said.Amy Coxon, a Fairfax, Va., biomedical researcher, said she and her daughter managed to use the program just once, at a poorly maintained condo in the Shenandoah Mountains. "They said there were studios available all the time, and there aren't," she said.Jackie Johnson, a Rockford, Ill., legal assistant, bought a similar package, and found that extra charges and additional booking rules made it difficult to use. "You have to come up with \$100 just to reserve it. Then there's the possibility you won't get that time or place" after booking airfare, or face surcharges for anything she wanted, she said. "For us to go on a destination vacation wouldn't be affordable."For Frank and Brandy Sindoni of Phoenixville, the first step came when Frank Sindoni received a telemarketer's call after entering Sundance's sweepstakes - grand prize \$50,000, or a car worth up to \$70,000 - at a home and garden show.The promise: "Come to the sales pitch, and we'll give you a free three-day trip," as he recalled it. The result: a \$12,000 contract the Sindonis came to see as a costly mistake.The Sindonis, who both work in marketing, said the sales methods at Sundance's King of Prussia office should have raised red flags. "I could say we were young and stupid, but we should have known better," said Brandy Sindoni, now 40.The goal seemed to be to keep them in the room, bargaining over terms, rather than allowing them to carefully weigh any offers. "It's predicated on not leaving," Frank Sindoni recalled. "If you leave here, you lose the deal," sales prospects were told."The more we said no, the more they just kept coming back with a more enticing offer," Brandy Sindoni said.The couple had second thoughts right after signing. "By the next day we realized it was a mistake. But as far as we could tell, there was really nothing we could do," Brandy Sindoni recalled.Brier, the Sundance attorney, suggested via e-mail that Sundance offers all customers an out, despite contracts that say they are "NOT SUBJECT TO ANY RIGHT OF RESCISSION" AND MAY NOT BE CANCELLED."For more than 15 years, in the days that follow a successful sales meeting, Sundance calls new clients to make sure that the clients are satisfied," Brier wrote via e-mail. Calling it a voluntary "best practice," he said: "The sale is not final until Sundance makes this follow-up customer satisfaction call."Oakley, the former TAN manager, said such calls are meant to welcome new customers and orient them to the program, not offer a way out. He said Sundance's "stance has always been it's not cancellable."Sindoni said she did not remember any such call, just that she contacted Sundance herself when she felt buyer's remorse, and that a company representative tried to "convince me even more that it was the right decision" without any hint there were other options."She said I was stuck - the contract was binding," Sindoni said.Second thoughts morphed into regrets when they began trying to take their vacation weeks. They said they had been misled about something particularly important to them: owners of two pugs: access to pet-friendly accommodations."They said they had at least two or three and were working on more," Brandy Sindoni said. "After we joined, they said it was 'our' very strict policy not to allow pets."Seven years later, even after Sundance agreed to write off the last \$1,500 of their contract payments and extend their allotment to 27 weeks, they said that what they got from the company seemed mostly worthless.The free trip? They got airfare to Orlando and a room at what Brandy recalls as a "really gross streetside motel." They checked out after a night. Over seven years, the Sindonis said they had used the contract once - not for one of their prepaid weeks, but to rent an excess-inventory condo on Fenwick Island on the Delmarva Peninsula.Brady Sindoni said they were never able to get something they wanted under their contract in places such as Orlando or the New Jersey, Delaware or Maryland shores. "I probably called between 10 and 20 times trying to find places and I just never could," he said.Complex advance booking rules and surcharges mentioned in the contract but downplayed at best during the sales pitch were at the heart of the Rowes' complaints.Holiday periods, including Easter and President's Day, cost \$210 extra per week and required six months advance payment. \$210 surcharge, and then there's notice of a "peak season" bookings, which seemed to apply whenever the might be available. When the Rowes joined, the Delmarva shore's peak season was New Jersey's September South Plunge. On-peak rates applied 10 months a year. In recent years, TAN has added a "value season" that halves the surcharge, to \$105. "In limbo between price and standard," its website says.With two young children, the Rowes said, the most they could imagine taking was one vacation week a year. Counting the annual fee and a \$99 booking fee, their out-of-pocket costs for that week's lodging could total nearly \$900 - on top of the \$550 a week they had prepaid."That's when we realized, why are we still paying on it?" Ryan Rowe said. "With the annual fee, it's basically enough for a week at a hotel."What can Sundance Vacations' customers do if they want out?When customers call, they say Sundance officials point to the contract's older warnings that they cannot cancel even in the first days after they sign up, as state laws provide for timeshare purchases. Pennsylvania gives timeshare buyers five days to back out, for example, and New Jersey gives seven days.Sundance, which has offices in Illinois and Washington, D.C., in addition to this region, has long maintained that it is not bound by those rules because it does not sell an ownership interest in real estate - a traditional timeshare characteristic.But that may not be true everywhere.DeVonna Joy, a consumer lawyer in Big Bend, Wis., said that Wisconsin's broader statute makes sense because businesses like Sundance's are similar to time-shares in both marketing methods and complaint patterns - especially now that timeshare companies typically sell "points" toward lodging from a list of properties rather than annual rights to a particular unit.In both cases, she said, that means buyers are often frustrated that they can't get the bookings they want."That's the biggest complaint - the inability to use them as promised," Joy said. "If they told the truth about the way these things work, they wouldn't be able to sell them."Wisconsin's promotional-prize law also proved a problem for Sundance. If a Wisconsin business offers prizes to draw potential customers to a sales presentation, it must give the prize before the pitch begins.Under a February 2011 "Voluntary Assurance of Compliance," Sundance promised that it would train staffers to follow the rule.Sundance has also faced challenges in New Jersey over its use of sweepstakes to get permission to call sales prospects.In a 2010 agreement with New Jersey's Division of Consumer Affairs, Sundance promised not to notify anyone "that he or she has won a prize and then require him or her to do any action, or file a complaint with the Office of the Federal Trade Commission. Although neither agency discloses complaint volumes or inquiries unless they result in formal action, each has pushed back against practices that Sundance customers contend are similar to their experiences.For example, other companies use prizes and sweepstakes especially as a method of claiming permission to telemarket to a consumer on the federal Do Not Call registry, has been a repeated target of FTC enforcement actions.If Wisconsin's consumer laws are unusually strong, Pennsylvania's are unusually weak, say experts such as Cary Flitter, a Montgomery County lawyer who teaches consumer law at Temple and Widener Universities' law schools, and Carolyn Carter, director of advocacy at the National Consumer Law Center and editor of the legal reference Pennsylvania Consumer Law.In particular, they said private lawyers here can do little to help consumers who were misled into signing contracts - a weakness they said was reinforced by a controversial 2007 state Supreme Court decision, Toy v. Metropolitan Life Insurance Co. In Pennsylvania, unlike almost every other state, it doesn't matter what they told you beforehand.If there's a written agreement, you can't make a case that you were deceived into it," said Flitter, who said the legislature should act to reverse the Toy ruling. "That's where 95 percent of the fraud occurs - it's fraud in the inception or inducement."Even so, Flitter said the state Attorney General's Office has plenty of latitude to respond to complaints that private lawyers can't address."If the Attorney General's Office finds a deceptive trade practice, they can pursue it," he said. "The attorney general has a lot of power if it's only use it - they have a lot of tools at their disposal."How has Sundance responded to complaints that customers are pressured and misled?Ex-customers say it has quietly settled many complaints - including almost all of 152 filed with the Better Business Bureau over the last three years, many alleging "high-pressure sales tactics," according to a spokesman. In return, the company typically seeks the removal of online criticism and a strict nondisclosure agreement.But in public, Sundance mostly suggests that the complaints themselves are misleading."Nearly all of the 'complaints' made against Sundance are the result of one convicted felon who has already been sanctioned and fined by the court for using fake names to foment false allegations against Sundance," said Brier, the Sundance lawyer.He was alluding to Albert Whitehead, 73, a Philadelphia and former timeshare salesman who has admitted posting pseudonymous criticisms of Sundance online.Whitehead, who worked in sales after his last conviction in the 1980s for unemployment-benefits fraud, is due to appear Monday in a Luzerne County Court, where he faces sanctions for violating a nondisparagement clause he signed in 2007 to settle an age-discrimination lawsuit against Sundance and a co-defendant.Brier offered a similar argument in a January 2013 letter hand-delivered to the Scranton office of newly elected Attorney General Kathleen Kane, a copy of which was obtained by The Inquirer."Regrettably, Mr. Whitehead's campaign of false allegations has been successful in encouraging a number of Sundance Vacations' customers to file baseless complaints with the Bureau of Consumer Protection," Brier wrote.Whitehead responded: "What Sundance Vacations is saying is that thousands of people, from all walks of life and five different states, are all lying. All these people are telling the same basic story, and there are only two possible conclusions: They're either all lying, or they're all telling the truth."1991 - Sundance Vacations founded 1992 - Sundance's fulfillment partner, Travel Advantage Network, founded 80,000 - Total customers of Sundance and TAN60,000 - Total "active clients" claimed by TAN, which also fulfills plans sold by other companies 25,000 - Average number of vacation weeks provided by TAN each year SOURCES: Sundance Vacations, Travel Advantage Network EndText Time-shares and travel deals are not the only goods or services sold by businesses that draw accusations of high-pressure sales. Some tips: Watch out for "today only" pricing or other deals that demand instant decisions. Be aware that salespeople may try to play spouses off against each other, appeal to emotions, or encourage an impulsive choice. Remember you don't owe a salesperson anything just for spending time with you. Read before you sign anything. If you don't understand something, ask for a copy to review. It's better to walk away than risk being stuck. If you sign a contract at home, at your workplace, or at a seller's temporary facility, the FTC's "Cooling-Off Rule" most likely gives you three business days to cancel. State laws sometimes give a similar "right of rescission" for time-shares, health-club memberships, or other purchases. But if it's not clear in the contract, don't count on it. If you have a complaint, you can contact the Federal Trade Commission (www.FTC.gov), your state attorney general's office in Pennsylvania, www.attorneygeneral.gov; in New Jersey, www.nj.gov/oag), or the Better Business Bureau (www.bbb.org). SOURCES: Federal Trade Commission, Better Business Bureau EndText 215-854-2776 @jeffgelles www.inquirer.com/consumer

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