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11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 **Brett Brown and Terry Brown,**  
14 **on behalf of themselves and all**  
15 **others similarly situated,**

16 Plaintiffs,

17 v.

18 **American Travel Planners,**  
19 **Andrew Wunder, Bethany**  
20 **Wunder, Christian Wunder,**  
21 **Stephen Wunder, and Does 1-20,**  
22 **Inclusive,**

23 Defendants.

24 **Case No.:**

25 **CLASS ACTION COMPLAINT FOR**  
26 **DAMAGES**

27 **JURY TRIAL DEMANDED**

28 **INTRODUCTION**

1. Plaintiffs, Brett Brown (“Mr. Brown”) and Terry Brown (“Mrs. Brown”) (collectively “Plaintiffs”), bring this Class Action Complaint for restitution, injunctive relief, statutory damages, and any other available equitable remedies, resulting from the illegal actions of Defendants, American Travel

1 Planners (“ATP”), Andrew Wunder (“A. Wunder”), Bethany Wunder (“B.  
2 Wunder”), Christian Wunder (“C. Wunder”), Stephen Wunder (“S. Wunder”),  
3 and Does 1-20, Inclusive (collectively “Defendants”) in violation of California  
4 Business and Professions Code §§17200, et seq. This lawsuit is premised on  
5 Defendants’ unfair and fraudulent business practices of selling exclusive  
6 memberships to ATP on the false premises that such membership will provide  
7 exclusive access to various travel packages, and most importantly, that such  
8 membership will provide guaranteed discounts and savings on various travel  
9 packages provide by third-party vendors working with ATP.  
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14 2. Plaintiffs allege as follows upon personal knowledge as to themselves and  
15 their own acts and experiences, and, as to all other matters, upon information  
16 and belief, including investigation conducted by her attorneys.  
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18 **JURISDICTION AND VENUE**

19  
20 3. This Court has jurisdiction over this case pursuant to 18 U.S.C. §1332,  
21 because the amount in controversy in this case exceeds \$75,000.00, and  
22 because complete diversity of citizenship exists due to the following: 1)  
23 Plaintiffs are residents of the State of California ; 2) Defendant ATP is a  
24 Limited Liability Company registered in the state of Colorado with its  
25 principal place of business also in the State of Colorado; and 3) Defendant A.  
26 Wunder is a citizen of the State of Colorado, as are Defendants B. Wunder, C.  
27  
28

1 Wunder and S. Wunder.

- 2 **4.** Venue is proper in the United States District Court for the Central District of  
3 California pursuant to 18 U.S.C. § 1391(b) and 1441(a) because events giving  
4 rise to Plaintiffs' claim took place in Orange County California, which is  
5 within the Central District of California.  
6  
7

8 **PARTIES**

- 9 **5.** Plaintiffs are citizens of the State of California, residing in Orange County.  
10  
11 **6.** ATP is a Limited Liability Company registered and doing business in the State  
12 of Colorado.  
13  
14 **7. A.** Wunder is the registered agent for ATP, and materially participated in  
15 establishing the unfair and fraudulent systematic business practices perpetrated  
16 by ATP as described below; he used ATP as an alter ego, to avoid any direct  
17 legal consequences resulting from his fraudulent conduct.  
18  
19 **8. B.** Wunder managed Sea to Ski's, the company now operating as ATP. She  
20 materially participated in establishing the unfair and fraudulent systematic  
21 business practices perpetrated by ATP as described below. She used ATP as  
22 an alter ego, to avoid any direct legal consequences resulting from her  
23 fraudulent conduct.  
24  
25 **9. C.** Wunder is the owner of ATP. He materially participated in establishing the  
26 unfair and fraudulent systematic business practices perpetrated by ATP as  
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1 described below. He used ATP as an alter ego, to avoid any direct legal  
2 consequences resulting from her fraudulent conduct.  
3

4 **10.S.** Wunder has represented himself as the owner Sea to Ski Vacations, who is  
5 now operating as ATP. He materially participated in establishing the unfair  
6 and fraudulent systematic business practices perpetrated by ATP as described  
7 below. He used ATP as an alter ego, to avoid any direct legal consequences  
8 resulting from her fraudulent conduct.  
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### 11 FACTUAL ALLEGATIONS

12 **11.** On or about December 01, 2012, Plaintiffs attended a promotional  
13 presentation held by ATP, at Discovery Club Services located at 22951 Mill  
14 Creek Dr., Laguna Hills, CA 92653. An employee of ATP, “Scott”  
15 (hereinafter “Scott Doe”), solicited Plaintiff to become members of ATP,  
16 promising, among other things, exclusive pricing and offers available only to  
17 members.  
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21 **12.** ATP guaranteed Plaintiffs (as consideration for their membership) five (5)  
22 “special request” “discovery weeks,” unlimited “instant getaways and bonus  
23 weeks,” and a seven (7) day Alaskan cruise and airline tickets for two (2).  
24

25 **13.** In reliance on the representations made at ATP’s presentation Plaintiffs  
26 purchased a membership through sales representative Brenda Washington, for  
27 a total of \$9470.00.  
28

1 **14.** On or about December 06, 2012, Plaintiffs received what was purported to be  
2 membership identification cards for their membership with ATP.  
3

4 **15.** On or about December 04, 2013, Plaintiffs received an e-mail from B.  
5 Wunder, confirming their travel plans for the Alaskan cruise.  
6

7 **16.** On or about December 13, 2013, Mr. Brown attempted to confirm with B.  
8 Wunder that Plaintiffs had met their monetary obligations related to their  
9 membership, for obtaining the exclusive pricing on the cruise, and that any  
10 further balance owed would be paid out by ATP, per the membership  
11 agreement. That same day, B. Wunder confirmed as such.  
12  
13

14 **17.** On or about March 19, 2014, Mrs. Brown sent B. Wunder a follow up e-mail,  
15 requesting information regarding the flight reservations for the cruise. That  
16 same day, an individual named “Sally” (“Sally Doe”) replied, claiming that B.  
17 Wunder is no longer with ATP, and that *she* will be assisting Plaintiffs moving  
18 forward. Sally Doe told Mrs. Brown that the “distributor,” Victory Travel  
19 Group, was not responding to ATP, to allow ATP to pay the remaining  
20 balance for the cruise and trip. Sally Doe asked Plaintiffs to contact Victory  
21 Travel Group directly, and explained that if no contact is made, ATP cannot  
22 continue booking the trip, and that Plaintiffs will be refunded *taxes*, unless  
23 they want to pay for the remainder of the trip themselves. That same day, Mr.  
24 Brown attempted to contact “Thomas” (“Thomas Doe”), an individual he was  
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1 referred to by Sally Doe. Mr. Brown left a voice-message for Thomas Doe,  
2 inquiring about the issues with Victory Travel Group and about finalizing  
3 Plaintiffs' travel plans.  
4

5 **18.**In response to the voice-message he left for Thomas Doe, Mr. Brown received  
6 an e-mail from David Perez, an individual claiming to be the Director of  
7 Member Services for ATP, asking how he may assist Mr. Brown. Mr. Brown  
8 replied by requesting a telephone number where he can reach Mr. Perez to  
9 telephonically discuss the matter; Mr. Perez responded that he is travelling and  
10 is not accessible by telephone. Mr. Brown then responded by forwarding to  
11 Mr. Perez, the prior e-mails sent by Sally.  
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15 **19.**On or about March 20, 2014, Mr. Perez replied to Mr. Brown's e-mail, stating  
16 that *ATP* must receive payment from Victory Travel Group to finalize the  
17 travel plans and that ATP would attempt to reach Victory Travel Group. In  
18 reply, Mr. Brown asked Mr. Perez for a clarification as to why ATP is not  
19 showing any accountability for Victory Travel Group's conduct, notably  
20 because ATP previously represented Victory Travel Group as being a  
21 distributor of ATP. Mr. Perez denied that ATP is responsible for the conduct  
22 of Victory Travel Group.  
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1 **20.** On or about March 23, 2014, Mr. Brown followed up with Mr. Perez; to date,  
2 he has not received a response. Subsequently, Mrs. Brown also sent follow up  
3 e-mails to ATP's member services department. All such inquiries by Mrs.  
4 Brown have been unanswered, to date.

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6  
7 **21.** On or about March 27, 2014, Mrs. Brown called ATP and spoke to Thomas  
8 Doe, who in turn responded that ATP cannot do anything further to assist  
9 Plaintiffs and that Plaintiffs are no longer active members of ATP.  
10

11 **22.** Since March 27, 2014, ATP has refused to communicate with Plaintiffs  
12 regarding this matter and have refunded to Plaintiffs, any monies paid thereby.  
13

14 **CLASS ACTION ALLEGATIONS**

15 **23.** Plaintiffs bring this action on behalf of themselves and all others similarly  
16 situated ("the Class").  
17

18 **24.** Plaintiffs represent, and are members of, the Class, consisting of:  
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20 **All persons in the State of California, who, between**  
21 **September 12, 2010 and September 12, 2014,**  
22 **purchased ATP memberships from ATP and/or the**  
23 **Wunders, and were subsequently denied benefits**  
24 **paid for through their membership fees.**

25 **25.** ATP, the Wunders, and their employees or agents are excluded from the Class.  
26 Plaintiffs do not know the number of members in the Class, but believe the  
27 Class members number to in the thousands, if not more. Thus, this matter  
28

1 should be certified as a Class action to assist in the expeditious litigation of  
2 this matter.  
3

4 **26.** Plaintiffs and members of the Class were harmed by the acts of Defendants at  
5 least the following ways: ATP and the Wunders, either directly or through  
6 their agents, obtained membership fees from Plaintiffs and members of the  
7 Class, and failed and/or refused to provide them the benefits and discounts  
8 they were promised, in exchange purchasing membership with ATP.  
9  
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11 **27.** This suit seeks restitution, statutory damages, declaratory and injunctive relief  
12 and attorney's fees and costs, on behalf of the Class and Plaintiffs. Plaintiffs  
13 reserve the right to expand the Class definition to seek recovery on behalf of  
14 additional persons as warranted as facts are learned in further investigation and  
15 discovery.  
16  
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18 **28.** The joinder of the Class members is impractical and the disposition of their  
19 claims in the Class action will provide substantial benefits both to the parties  
20 and to the court. The Class can be identified through Defendants' records or  
21 Defendants' agents' records.  
22

23  
24 **29.** There is a well-defined community of interest in the questions of law and fact  
25 involved affecting the parties to be represented. The questions of law and fact  
26 to the Class predominate over questions which may affect individual Class  
27 members, including the following:  
28



1 a) Whether, within the four years prior to the filing of this Complaint,  
2 Defendants defrauded Plaintiffs and the Class members by engaging  
3 in false and deceptive advertising as to the benefits of joining ATP;  
4

5 b) Whether, within the four years prior to the filing of this Complaint,  
6 Defendants failed to provide Plaintiffs and the Class members, the  
7 benefits of membership in ATP that they were promised, in  
8 exchange for paying membership dues;  
9  
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11 **30.**As persons that purchased membership in ATP within the past four (4) years  
12 and were subsequently denied benefits of membership that they paid for,  
13 Plaintiffs are asserting claims that are typical of the Class. Plaintiffs will fairly  
14 and adequately represent and protect the interests of the Class in that Plaintiffs  
15 have no interests antagonistic to any member of the Class.  
16  
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18 **31.**Plaintiffs and members of the Class have all suffered irreparable harm as a  
19 result of the Defendants' unlawful and wrongful conduct. Absent a class  
20 action, the Class will continue to face the potential for irreparable harm. In  
21 addition, these violations of law will be allowed to proceed without remedy  
22 and Defendants will likely continue such illegal conduct. Because of the size  
23 of the individual Class members' claims, few, if any, Class members could  
24 afford to seek legal redress for the wrongs complained of herein.  
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28 **32.**Plaintiffs have retained counsel experienced in handling class action claims.

1 **33.**A class action is a superior method for the fair and efficient adjudication of  
2 this controversy. Class-wide damages are essential to induce Defendants to  
3 comply with California law. The interest of Class members in individually  
4 controlling the prosecution of separate claims against Defendants are minimal  
5 due to the nature of financial damage suffered by each individual class  
6 member. Management of these claims is likely to present significantly fewer  
7 difficulties than those presented in many class claims.

8 **34.**Defendants have acted on grounds generally applicable to the Class, thereby  
9 making appropriate final injunctive relief and corresponding declaratory relief  
10 with respect to the Class as a whole.

11 **FIRST CAUSE OF ACTION: VIOLATION OF CALIFORNIA BUSINESS**  
12 **AND PROFESSIONS CODE SECTIONS §§17200, ET SEQ.**

13 **35.**Plaintiffs incorporate by reference all of the above paragraphs of this  
14 Complaint as though fully stated herein.

15 **36.**Defendants engaged in unfair *and* fraudulent business practices with regards to  
16 Plaintiffs and the putative class, by selling exclusive memberships to ATP on  
17 the false premises that such membership will provide exclusive access to  
18 various travel packages, and most importantly, that such membership will  
19 provide guaranteed discounts, savings and other benefits on various travel  
20 packages provide by third-party vendors working with ATP.

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1 **37.**Through these fraudulent and unfair business acts and practices, Defendants  
2 have engaged in unfair competition within the meaning of California Business  
3 and Profession Code section 17200 et seq., and are subject to the relief  
4 available under that statute.  
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6  
7 **38.**Plaintiffs, the putative class members, and the general public have been  
8 injured by Defendants' acts of unfair competition.  
9

10 **39.**These violations are continuing and will continue unless enjoined by this  
11 Court.  
12

13 **SECOND CAUSE OF ACTION: VIOLATION OF CALIFORNIA**  
14 **BUSINESS AND PROFESSIONS CODE SECTIONS §17500, ET SEQ.**

15 **40.**Plaintiffs incorporate by reference all of the above paragraphs of this  
16 Complaint as though fully stated herein.

17 **41.**In the course of engaging in the above detailed unfair and fraudulent business  
18 practices, Defendants made materially false statements to Plaintiffs and  
19 members of the putative class by promising that membership in ATP would  
20 provide them with exclusive membership benefits and discounts, when in  
21 actuality, Defendants had no intention and/or ability to provide such discounts  
22 and exclusive benefits to Plaintiffs and members of the Class.  
23  
24

25 **42.**Plaintiffs, the putative class members, and the general public have been  
26 injured Defendants' acts of unfair competition.  
27

28 **43.**These violations are continuing and will continue unless enjoined by this

1 Court.

2 **PRAYER FOR RELIEF**

3  
4 **WHEREFORE**, Plaintiffs pray that the Court enter judgment against  
5 Defendants, and in favor of Plaintiffs, on behalf of themselves and all others  
6 similarly situated, as follows:  
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8 **A.** That the Court declare the conduct of Defendants to be in violation of  
9 California Business and Professions Code Sections 1700 et seq., and 17500  
10 et seq.;

11  
12 **B.** That, pursuant to California Business and Professions Code section 17203,  
13 the Court permanently enjoin and restrain Defendants and their officers,  
14 directors, agents, employees, successors, assignees, subsidiaries,  
15 transferees, and all other persons acting or claiming to act on behalf thereof  
16 or in concert therewith, in any manner, directly or indirectly, from any  
17 engaging in the above detailed fraudulent and unfair business practices;

18  
19 **C.** That, pursuant to California Business and Professions Code sections 17203  
20 and 17535, the Court permanently enjoin and restrain Defendants and their  
21 officers, directors, agents, employees, successors, assignees, subsidiaries,  
22 transferees, and all other persons acting or claiming to act on behalf thereof  
23 or in concert therewith, in any manner, directly or indirectly, from making  
24 misleading and untrue omissions as detailed above;  
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D. That, pursuant to California Business and Professions Code sections 17202, 17203 the Court impose all applicable penalties, forfeitures and penal laws upon Defendants, including those provided in California Business and Professions Code sections 17500 and 17581;

E. That, pursuant to California Business and Professions Code sections 17203, 17535 the Court direct restitution of all money and property Defendants have acquired by means of their unfair competition, including but not limited to all membership fees and dues paid by Plaintiffs and the Class members.

F. That the Court award plaintiff its costs of suit, including reasonable attorneys' fees; and

G. That the Court award such other and further relief as may appear necessary and appropriate.

**TRIAL BY JURY**

44.Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiffs are entitled to, and hereby demand, a trial by jury.

Respectfully submitted September 12, 2014.

By: /s/Suren N. Weerasuriya  
Todd M. Friedman  
Suren N. Weerasuriya  
LAW OFFICES OF TODD M. FRIEDMAN  
Attorney for Plaintiff