

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

Drew A. Laughlin
Mayor

May 18, 2012

Kenneth S. Heitzke
Mayor Pro Tem

Council Members

Wm. Lee Edwards
Willie (Bill) Ferguson
William D. Harkins
Kimberly W. Likins
George W. Williams, Jr.

South Carolina Department of
Labor, Licensing, and Regulation
Office of Investigations and Enforcement
Attn: Ms. Sharon Wolfe
110 Centerview Drive
Columbia, SC 29210

Stephen G. Riley
Town Manager

Re: Complaint Concerning Fraudulent Time Share Sales Activity at the Coral
Resorts in Hilton Head Island

Dear Ms. Wolfe:

The Town is in receipt of another complaint alleging that fraudulent sales activity of time shares has occurred at the Coral Resorts. The complainants, Mr. and Mrs. Jim Schulze, allege that they were taken advantage of during their trade-in and purchase of 3 timeshare units here in Hilton Head Island.

In speaking with the Attorney General's Office and with the Department of Consumer Affairs, they indicated that your office would be the appropriate office to investigate such an allegation. Consequently, I am forwarding a copy of the letter from Mr. and Mrs. Schulze to your office for investigation.

Should you have any questions, or if I can be of assistance, please do not hesitate to contact me. I can be reached at 843 341-4633. With kindest regards, I am,

Sincerely,



Brian E. Hulbert, Esq.,
Staff Attorney & Town Prosecutor

Enclosures

Cc: Town Council
Stephen G. Riley, CM, Town Manager
Gregory D. DeLoach, Esq., Asst. Town Manager
Mr. & Mrs. Schulze

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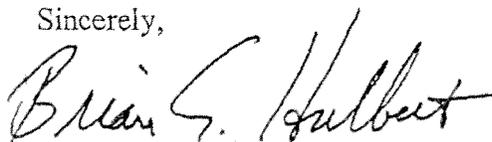
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Mr. & Mrs. Jim Schulze
760 Frenchman Bluff Road
Troy, Missouri 63379

Re: Complaint Concerning Fraudulent Time Share Sales Activity at the Coral Resorts in Hilton Head Island

Stephen G. Riley
Town Manager

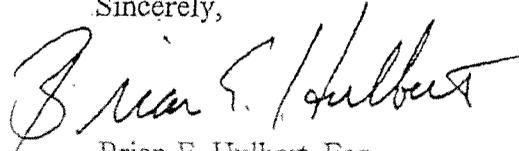
Dear Mr. & Mrs. Schulze:

The Mayor has asked that I respond to your letter concerning your complaint regarding the Coral Sands Resort, wherein you allege that you have been taken advantage of during the trade-in and purchase of 3 timeshare units here in Hilton Head Island.

In South Carolina, the Office of Investigations and Enforcement at the Labor, Licensing, and Regulation Department investigate and handle these complaints. Therefore, I have forwarded a copy of your letter to them as a matter under their responsibility. I trust that they will investigate the matter and contact you with their findings and report any actions that they might take in the matter.

Should you have any questions, or if I can be of assistance, please do not hesitate to contact me. I can be reached at 843 341-4633. With kindest regards, I am,

Sincerely,



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Staff Attorney & Town Prosecutor

Enclosures

Cc: Town Council
Stephen G. Riley, CM, Town Manager
Gregory D. DeLoach, Esq., Asst. Town Manager
Mr. & Mrs. Schulze

May 9, 2012

MAY 14 2012

Mayor of Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

Dear Mayor:

It is with regret that I have to write this letter to you. My husband and I have been coming to Hilton Head since 1985. We love your island but feel we have been taken advantage of.

We own 3 weeks of timeshare at Port O'Call. Because of the 3 weeks of maintenance fees each year we thought we would talk to the Coral Resorts people about selling two of our weeks. We were in Hilton Head in January and started this transaction. It is now May 9 and we have yet to close but they have turned everything over to a Financial institution to collect a payment.

They are scamming people and ruining the joy of coming to your great place. Briefly I will explain my situation and would appreciate any help you can give me.

On January 2, 2012 we sold weeks 51 and 52 unit 33 to Sunrise Vacation Properties for \$3950 each or \$7900. We purchased points for our week 9 for \$10,000. We wanted to pay the \$3000 difference but they said that they could not do it that way. They had a certain procedure to follow but it should take no more than 60 days to close. We told them that we did not want financing that we were paying cash.

It is now May and nothing has happened and we are receiving financial statements from ES Financial to start making payments. Then on top of that they want us to pay a maintenance fee for our week. We explained to them that we had paid 3 weeks of maintenance fees for both 2012 and 2013. Each year was \$3006.30.

Their response to us is to mail them a check for \$10,900 and they will reimburse us with the \$7900. Only a fool would do that. We cannot get them to answer a phone call much less reimburse us our money.

We are attaching a list of how many times we have phoned them and we do not get to talk to anyone who can answer our question. Or they tell us that LeeAnn is in charge and she will be calling us. She never returns our call. We are very frustrated.

The three things we want done are:

1. Close on Unit 33 and receive my \$7900.
2. Have no charges until my money is received.
3. Have no maintenance fee because we were told in January that since we paid maintenance fees in advance for 2012 and 2013 (\$3306.30 each year) for all 3 weeks we would be credited year 2013 fees because we never spacebanked them. However we have a bill due May 2 for \$869.99 for maintenance fees on the transaction we have not yet closed on since no money has been exchanged.
4. If none of the above can be completed, then please put us back to where we were with our 3 weeks of timeshare.

I am also sending this to the Attorney General of the state of South Carolina. I cannot believe this racket of scamming people continues. I am hoping that someone can understand our frustration and help us either complete this transaction or teach these young sales people that communication is the key to solving this problem.

I will attach copies of documents that I have referred to in this letter. We are also contacting a lawyer to help us rectify this situation.

Please help us. We are thoroughly frustrated

Sincerely,



Jim and Betty Schulze
760 Frenchman Bluff Road
Troy, MO 63379
636-295-5910
636-528-7197
schulzejb@centurylink.net

35 phone calls made since February to
Coral Resorts at 843-842-3490

- 2/29 called twice
David called back on 2/29 at 12:30. He moved payoff date from 3/12/12 to June 1 so I could receive my check before paying the \$3000
- 4/10 Called Jennifer – left message
Called Lori—left message
Called Lori again—last time at 2:30 central time
- 4/11 Called 3 times before Lori returned call. She told me to call LeeAnn—she transferred me but no one answered or returned call.
- 4/12 Called 3 times – no answer.
Called 4th time and finally got LeeAnn at 1:30 p.m. She said she would find everything out and call me back—gave her phone numbers and email but she never called back or emailed.
- 4/19 Called LeeAnn—they said she would be gone for the week.
- 4/23 Called 7 times and left messages but no one returned calls.
- 4/24 Called 5 times—finally talked to Jennifer and she said she would have LeeAnn call me on Monday—she didn't call back on Monday.
- 4/30 Called 3 times to LeeAnn – no answer.
- 5/1 Called 4 times
Finally talked to David—he said he would have LeeAnn call me today or tomorrow. I did not receive a call.



ES Financial
3200 Broadmoor Avenue, SE
Grand Rapids, MI 49512

RETURN SERVICE REQUESTED

IF PAYING BY CREDIT CARD, PLEASE FILL OUT BELOW	
CHECK CARD USING FOR PAYMENT	
<input type="checkbox"/> MASTERCARD	<input type="checkbox"/> VISA
<input type="checkbox"/> DISCOVER	<input type="checkbox"/> AMER. EXP.
CARD NUMBER	AMOUNT
SIGNATURE	EXP. DATE

ACCT#	PAY THIS AMOUNT	STATEMENT DATE	DUE DATE	AMT. ENCLOSED
CX 44 78084	\$236.46	03/12/12	06/01/12	

ADDRESSEE

REMI/TO

SCHULZE, JAMES L 118629574
760 FRENCHMAN BLUFF RD
TROY, MO 63379-5347

CORAL RESORTS/ISLAND LINKS
2518 MOMENTUM PLACE
CHICAGO, IL 60689-5325



PLEASE CHECK BOX IF ABOVE ADDRESS IS INCORRECT OR INFORMATION HAS CHANGED, AND INDICATE CHANGE(S) ON REVERSE SIDE.

(PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT)

IMPORTANT MESSAGE

Law requires us to inform you that this is an attempt to collect a debt. The law further requires that we inform you that unless within 30 days of receipt of this notice, you notify us that you dispute the validity of this debt, or any portion of it, the debt will be assumed to be valid. Within 30 days that you dispute the validity of the debt, we will obtain verification of the debt or a copy of a judgement and mail a copy of the verification or judgement to you.

THIS IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION WILL BE USED FOR THAT PURPOSE

INSTALLMENT CONTRACT

For

CORAL RESORTS/ISLAND LINKS

STATEMENT DATE	OWNER ID #	ACCT #	PAY THIS AMOUNT	DUE DATE	PRINCIPAL BALANCE
03/12/12	118629574	CX 44 78084	\$236.46	06/01/12	\$10,900.00

LAST ACTIVITY

DATE PAID	AMOUNT PAID	PRINCIPAL AMT.	INTEREST AMT.	LATE AMT.
00/00/00	\$.00	\$.00	\$.00	\$.00

FOR A FINAL PAYOFF FIGURE, CALL 616/942-5555

Please see reverse side for online account access at www.contract-trak.com.

MAKE CHECK PAYABLE TO: CORAL RESORTS/ISLAND LINKS

CORAL RESORTS/ISLAND LINKS
2518 MOMENTUM PLACE
CHICAGO, IL 60689-5325

616/942-5555

BARNWELL WHALEY

PATTERSON & HELMS LLC

Attorneys for
businesses &
professionals
since 1938

tbutler@barnwell-whaley.com

February 27, 2012

Mr. and Mrs. James L. Schulze
760 Frenchman Bluff Road
Troy, MO 63379

RE: Island Links Unit 113 Tri-X Week 4

Dear Mr. and Mrs. Schulze:

Congratulations on your recent investment in one of the premier timeshare communities on the east coast. Enclosed, please find a copy of your Island Links Purchase Loan Agreement. In keeping with the terms of your Loan Agreement and Purchase Contract, your timesharing property is currently being held by K. Michael Barfield, Esquire of our firm as Trustee pursuant to the provisions of that certain Trust Agreement that has been recorded in the Office of the Register of Deeds for Beaufort County, South Carolina (hereinafter referred to as the "Trust Agreement"). During the time that your unit is being held in trust, you will have the right to fully and completely utilize the unit week pursuant to the provisions of Paragraph 6 and 7 of the above-referenced Purchase Contract. Upon the full payment of the sums evidenced under the Loan Agreement, our firm, as Trustee, will prepare a deed that will convey the above-referenced unit week to you. The developer has closed your purchase by finance terms. **IF YOU HAVE ALREADY PAID IN FULL, THIS OFFICE HAS NOT BEEN NOTIFIED. THE DEVELOPER WILL NOTIFY THIS OFFICE OF ALL PAYOFFS ON THE 15TH OF EACH MONTH. YOUR PAYMENT MAY HAVE CROSSED IN THE MAIL AND YOU MAY WISH TO CHECK WITH YOUR SALES PERSON OR THE INDIVIDUAL WHERE THE PAYMENT WAS SENT TO. THIS OFFICE IS NOT CONNECTED TO THE SALES OFFICE OR THE DEVELOPERS OFFICE.**

IF YOU HAVE ELECTED TO PAY BY AUTO-FINANCE, you will be receiving payment instructions on your Loan Agreement from ES Financial, in the near future. Your first payment will be due in approximately 30 days. The auto-finance payment will come from either your checking account or credit card account depending upon which one you selected at the time of your purchase. Please note that the Loan Agreement has an estimated first payment date. ES Financial will withdraw the first payment on the first or fifteenth of the month, whichever is closest to the closing date.

William C. Helms, III
M. Dawes Cooke, Jr.
B.C. Killough*
Randell C. Stoney, Jr.

Phillip S. Ferderigos
K. Michael Barfield
Ernest B. Lipscomb, III*
J. Gail Rahn

Todd M. Musheff
Craig E. Burgess
Lucinda Gardner Wichmann
John W. Fletcher

John A. Jones
Alissa DeCarlo
Barbara J. Wagner, Ph.D.
Jeremy E. Bowers

IF YOU ARE PAYING BY CHECK, you will be receiving payment instructions on your Loan Agreement from E S Financial in the near future. All payments should be directed to Coral Resorts, LLC, ES Financial Corporation, 2518 Momentum Place, Chicago, IL 60689. Your first payment will be due in approximately 30 days. Please note that the Loan Agreement has an estimated first payment date. If you have not received a payment book by the first due date, please remit your payment to the address above and reference your contract number in the memo section of your check. If you have any questions regarding your payment or payment date please contact ES Financial directly at 616-942-5555.

If you wish to pay in full prior to the first payment due date, please forward your payment for the remaining finance portion referenced on line 6 of your contract directly to "Coral Resorts, ES Financial Corporation, 2518 Momentum Place, Chicago, IL 60689". If at anytime in the future, you decide to pay off the remaining financed portion of your purchase price before the final maturity date, please contact ES Financial for a pay off figure at 616-942-5555. There are no pre-payment penalties in such situation. We DO NOT accept payments at this office.

Please be advised that if you fail to pay in accordance with the terms of your Loan Agreement, you will be notified of your default by ES Financial Corporation. Pursuant to the terms of the above-referenced Trust Agreement, the Developer will then notify our firm of the default and instruct Mr. Barfield, as Trustee, to retain your timeshare in the Trust and return it to the active inventory list for resale. Alternatively, the Developer reserves the right in such event to instruct the Trustee to Deed V your unit back to the Developer.

Your address will not be reflected on the deed. For county tax identification purposes Reba Management's address will be used on all Island Links deeds, and the annual county tax bills will be sent directly to Reba Management and paid out of your annual maintenance fee.

If you have any questions regarding the management or rental of your property please contact Reba Management, P.O. Box 5686, Hilton Head Island, South Carolina 29938, and 843-842-5583.

I want to take this opportunity to welcome you as a member of the Island Links timesharing community. We feel that there is no finer vacation timesharing development on Hilton Head, and if there is any way that we can help you regarding your property, please do not hesitate to contact us.

Thank you for all of your time and consideration regarding these matters, and with warmest personal regards, I am,

Yours very truly,



Teresa B. Butler

William C. Helms, III
M. Dawes Cooke, Jr.
C. Killough*
Randell C. Stoney, Jr.

Phillip S. Ferderigos
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Jeremy E. Bowers

ISLAND LINKS PURCHASER LOAN AGREEMENT

FOR VALUE RECEIVED James L. Schulze and Betty A. Schulze (collectively referred to as "Maker"), promises to pay to the order of Coral Resorts, LLC., a South Carolina limited liability company, ("Payee"), at 33 Office Park Road, Unit 218 Park Plaza, Hilton Head Island, South Carolina 29928, or at such other place as Payee or any successor or assign of Payee may from time to time designate in writing, in lawful money of the United States, the principal sum of ****Ten Thousand Nine Hundred and 00/100**** DOLLARS (\$ 10,900.00), together with interest at the 1-month London Interbank Offered Rate (LIBOR) plus 17.5 percent per annum (the "Interest Rate"), however, the Interest Rate shall not be less than 17.9 percent per annum. The aggregate maximum increase during any twelve month period will be 3.0%. The 1-month LIBOR applied shall not exceed 9.75% per annum during the term of the loan. Changes in the Interest Rate will occur on the Twenty Fifth (25th) day of each month and shall be calculated using the 1-month LIBOR rate on that date. However, should the Twenty Fifth (25th) date of a given month fall on a weekend or legal holiday, the Interest Rate shall change on the first business day thereafter and shall be calculated using the 1-month LIBOR rate on that date. The principal balance and accrued interest shall be repaid in equal monthly installments of ****Two Hundred Twenty-Eight and 46/100**** (\$228.46) each, with the first such installment being due and payable on 3/12/12, and like installments to be due and payable on or before the 12th day of each month thereafter until the entire principal balance and accrued interest are fully paid; however, the entire principal balance and all accrued, but unpaid, interest shall be due in full no sooner than 84 months and not later than 180 months from the date of the Loan Agreement, if not sooner paid. Time is of the essence with respect to all of Maker's obligations hereunder. The amount of the monthly payments shall be calculated by applying the starting interest rate to an amortization period of 84 months. While the term of the loan may increase based on changes to the interest rate, the amount of the payment will not change at any time, except that the final payment may be less.

FEDERAL TRUTH IN LENDING DISCLOSURES:
CREDITOR: Coral Resorts, LLC.

CLOSING DATE: 2-12-12

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALES PRICE
The cost of your credit as a yearly rate. (subject to change)	The dollar amount the credit will cost you based on the current annual percentage rate, which is subject to change.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled based on the current annual percentage rate, which is subject to change.	The total cost of your purchase on credit, including your down payment of: \$ 6,000.00 based on the current annual percentage, which is subject to change.
19.14 %	\$8,961.93	\$ 10,900.00	\$ 19,861.93	\$ 25,861.93

Your payment schedule will be:

NUMBER OF PAYMENTS <small>(based on the current annual percentage rate, which is subject to change)</small>	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
84	\$ 236.46	Monthly Beginning on <u>3/12/12</u> "e"

Security:	You are giving a security interest in your rights under your Purchase Contract for a Timeshare Interest at Coral Resorts, LLC in Hilton Head Island, SC.
Late Charge:	If a payment is received more than ten (10) days after the due date, you will be charged a late charge of ten percent (10%) of the overdue installment for each such late installment payment.
Prepayment:	If you pay off early, you will not have to pay a penalty. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refund and penalties.

"e" means estimate

Security Interest Recording Fee: When the amounts evidenced herein are paid, you will have to pay the documentary stamps, recording fees and transfer fees.

VARIABLE RATE DISCLOSURES

The annual percentage interest rate may increase during the term of this loan as the 1-month London Interbank Offered Rate (LIBOR) increases. The maximum increase at any one time will be 3.0%, and the aggregate maximum increase during any twelve month period will be 6.0%. The Interest Rate will not increase above 27.25%. The rate will not adjust more than once every month. Any increase will take the form of more payments of the same amount.

Example: If your transaction is for \$10,000 at 17.9% interest, you would make 84 monthly payments, and if the Interest Rate increased to 20.9% two (2) years from the date of the loan, and this increased Interest Rate is applied for the remainder of the term of the loan, you would make 8 additional payments.

A monthly servicing fee of \$3.00 is added to the "Amount of Payments". As a result, there may be slight differences: (a) between the amount of each monthly payment in your note and the "Amount of Payments" shown above; and (b) between the interest rate in your note and the "Annual Percentage Rate" shown above.

ITEMIZATION OF AMOUNT FINANCED

(1)	Amount paid on Debtor's Account (Unpaid Balance)	\$ 10,900.00
(2)	Less any Prepaid Finance Charges	\$ - 0-
(3)	Equals Amount Financed	

Hulbert Brian

To: ssburns4@comcast.net
: Hulbert Brian
Subject: copy of letter forwarding complaint of coral sands resorts
Attachments: LLR time share letter 9-30-11 burns.doc

Ms. Burns, I have forwarded your complaint to the appropriate agency for investigation. A copy of the letter is attached.

Sincerely

Brian Hulbert
Staff Attorney

Hulbert Brian

From: Riley Steve
nt: Monday, September 26, 2011 7:22 PM
o: gdeloach@hargray.com
Subject: FW: Coral Sands resorts

Let's discuss at next mayor meeting

Steve Riley
Town Manager
Town of Hilton Head Island
Sent from my Verizon Wireless 4GLTE Phone

-----Original message-----

From: Drew Laughlin <drew.laughlin@laughlinandbowen.com>
To: Riley Steve <SteveR@hiltonheadislandsc.gov>
Sent: Mon, Sep 26, 2011 22:58:28 GMT+00:00
Subject: FW: Coral Sands resorts

Is there any better response we can give them than regulation of this activity is not our area? Do we have any idea what Coral Sands is doing that gives rise to these complaints?

Drew A. Laughlin
92A Main Street
P.O. Drawer 21119
Hilton Head Island, SC 29926
Telephone (843) 689-5700
Facsimile (843) 689-9300

THIS EMAIL MESSAGE MAY CONTAIN PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND DELETE THE MESSAGE. THANK YOU.

From: stephen burns [mailto:ssburns4@comcast.net]
Sent: Thursday, September 22, 2011 5:30 PM
To: Drew Laughlin
Subject: Coral Sands resorts

Hi, my name is Stacey and I am from Massachusetts. My family and I visited HHI in April this year. We were victims of a well known time share scam from Coral Resorts. I have read from many on line sources including the BBB, Ripoffs and TUGGBB that the locals are well aware of the criminal nature of this company yet no one does anything about it. Are they so big that they are paying everyone off to be quiet? I don't have money to pay for a lawyer and even if I did they have much more and seem to be able to get away with this fraud and have been doing so for several years. I am very trusting by nature and I find it very hard to believe that these people cannot be stopped. Lori Lucas who is the manager there is most unprofessional and stands behind her sellers who lie, cheat and steal and do anything needed to sell timeshare. I may not have a lot of money to fight this but I can speak up to every organization and people everywhere to let them know what is going on in your community. Please help stop this. Sincerely, Stacey.

Hulbert Brian

From: Hulbert Brian
Sent: Friday, August 19, 2011 3:20 PM
To: Deloach Greg
Cc: Hulbert Brian
Subject: RE: Qeustion

Greg,

As I see it, there are at least 5 options for the complainant.

- 1) Complain to state department of consumer affairs and ask them to investigate;
- 2) Report the incident to BCSO to see if any crime has been committed;
- 3) Contact a private attorney and request their assistance in the matter to resolve the issue;
- 4) File a complaint/lawsuit in Magistrate (Small claims) Court or Common Pleas Court; and
- 5) If the business has committed any unlawful activity or been convicted of a crime of moral turpitude we can suspend the business license and take to Town Council to revoke the license.

It would be merely a paper drill for the Town, which does not regulate the daily business activity of our licensed businesses, to accept complaints and then forward them to the business which is the subject of the complaint asking them to look into it. What steps would be taken by the Town if they didn't look into it, or if they said they did and they disagreed with what the complainant was stating? There is no enforcement mechanism or punishment the Town may take merely based upon one sides complaint. The courts are the forums for this type of resolution.

If the Town were to now accept complaints against businesses, would we open up a new department to handle this?
^re we going to regulate all businesses and investigate all complaints?

My recommendation would be that the Town inform any complainant of the 5 options above and not attempt to influence or coerce activity based upon a complaint from an upset individual or entity. If we did this for individuals complaining, would we then do it for companies complaining of nonpayment?

R/
Bh

From: Deloach Greg
Sent: Friday, August 19, 2011 2:47 PM
To: Hulbert Brian
Subject: Fw: Qeustion

-- Sent from my Palm Pre

From: Riley Steve <SteveR@hiltonheadislandsc.gov>
Date: Aug 19, 2011 2:23 PM

Subject: Qeustion

To: Deloach Greg <gregd@hiltonheadislandsc.gov>

ee Edwards was asking several questions about what we might or might not be able to do regarding customer complaints such as regarding Coral Sands. He relayed a story of a woman who got ripped off by a contractor who took her money and left her house in a shambles. Another about another person who got ripped off by a local business.

I relayed that there is little we can do but provide contacts to BBB or a state or federal entity that may have jurisdiction depending on the particular circumstances.

He asked whether we could at least send a letter or email relaying the complaint and urging the business owner to look into. Told him I would look to see if there are any downsides or exposures from doing such a thing.

Steve Riley

Town Manager

Town of Hilton Head Island

One Town Center Court

Hilton Head Island, SC 29928

843.341.4700

Hulbert Brian

From: Deloach Greg
Sent: Friday, August 19, 2011 2:47 PM
To: Hulbert Brian
Subject: Fw: Question

- 1) complain to State Consumer Affairs
- 2) report to BCSO to see if any criminal activity
- 3) Court system - small claims/ Common Ple
- 4) Private atny write letter
- 5) If business has done any unlawful activity, or convicted crime moral turp can suspend/Revoke license.

-- Sent from my Palm Pre

10-1-150

From: Riley Steve <SteveR@hiltonheadislandsc.gov>
Date: Aug 19, 2011 2:23 PM
Subject: Question
To: Deloach Greg <gregd@hiltonheadislandsc.gov>

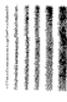
Lee Edwards was asking several questions about what we might or might not be able to do regarding customer complaints such as regarding Coral Sands. He relayed a story of a woman who got ripped off by a contractor who took her money and left her house in a shambles. Another about another person who got ripped off by a local business.

relayed that there is little we can do but provide contacts to BBB or a state or federal entity that may have jurisdiction depending on the particular circumstances.

He asked whether we could at least send a letter or email relaying the complaint and urging the business owner to look into. Told him I would look to see if there are any downsides or exposures from doing such a thing.

Steve Riley
Town Manager
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928
843.341.4700

who would do it?
- Complaint Dept?
- BL sections

CALLISON  TIGHE

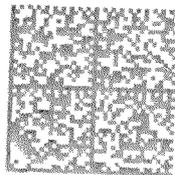
RECEIVED

SEP 09 2013

Received by Patel

Answered NRN

3281771



UNITED STATES POSTAGE

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02 1P \$ 000.86⁰
0003190728 SEP 05 2013
MAILED FROM ZIP CODE 29201

Swati Patel, Legal Counsel
Office of the Governor
1205 Pendleton Street
Columbia, SC 29201

Kathleen McDaniel - Attorney
803-404-6900
kathleenmcdaniel@callisontighe.com



September 5, 2013

The Honorable Jeri Ann Roseneau
Clerk of Court for Beaufort County
102 Ribaut Road, Room 208
Beaufort, South Carolina 29901

**Re: John J. Meilert v. Coral Resorts, LLC, Coral Holdings, LLC, Sunrise
Vacation Properties, Ltd., Sherri J. Smith, Port O'Call Owners Association,
Inc., Coral Reef Owners Association, Inc., Island Links Owners
Association, Inc., and Reba Management, Inc.
C/A No.: 2013-CP-07-1966
Our File No.: 5387.053**

Dear Ms. Roseneau:

Enclosed please find the original and one copy of Defendants Coral Resorts, LLC, Coral Holdings, LLC, and Reba Management, Inc.'s Notice of Motion and Motion for Protective Order or to Quash Plaintiff's Subpoena to Office of the Governor and the Certificate of Service in the above-referenced matter. Please file the originals, clock-in the copies, and return them to me using the enclosed self-addressed envelope provided herein. Also enclosed is this firm's check #101418 for the filing fee.

Should you have any questions or concerns, please contact me at your earliest convenience.

By copy of this letter, I am serving counsel for the other parties of record with a copy of the enclosures. I am also providing the enclosures to legal counsel for the Governor's office to inform counsel of this motion and objection.

With kind regards, I am

Sincerely yours,

CALLISON TIGHE & ROBINSON, LLC

A handwritten signature in black ink that reads "Kathleen McDaniel".

Kathleen McDaniel

KMM/alb
encls.

cc: Joseph Dubois, Esq (with enclosures)
Zach Naert, Esq. (with enclosures)
✓ Swati Patel, Esq. (with enclosures)

The Honorable Jeri Ann Roseneau
September 5, 2013
Page 2

Thornwell, F. Sowell, Esq. (with enclosures)
Drew A. Laughlin, Esq. (with enclosures)

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE [X] COURT OF COMMON PLEAS
[] FAMILY COURT

John J. Meilert,)
)
[] Plaintiff,)
vs.)
Coral Resorts, LLC, Coral Holdings, LLC,)
Sunrise Vacation Properties, Ltd., Sherri J. Smith,)
Port O'Call Owners Association, Inc., Coral Reef)
Owners Association, Inc., Island Links Owners)
Association, Inc., and Reba Management, Inc.,)
[x] Defendants.)
check box above indicating submitting party)

CASE NO. 2012-CP-07-3746

**MOTION AND ORDER INFORMATION
FORM AND COVER SHEET**

<p><u>Name, SC Bar No. and Address of Plaintiffs' Attorney</u> Joseph DuBois, Esq. Zach Naert, Esq. NAERT AND DuBOIS, LLC P.O. Box 7228 Hilton Head Island, SC 29938 telephone: 843-607-9967 fax: e-mail: zach@lowcountrylegal.com other:</p>	<p><u>Name, SC Bar No. and Address of Defendants' Attorney</u> Nekki Shutt S.C. Bar No.: 8784 Kathleen McDaniel S.C. Bar No.: 74826 Brian Lysell S.C. Bar No.: 100677 CALLISON TIGHE & ROBINSON, LLC 1812 Lincoln Street Columbia, SC 29201 telephone: 803-404-6900 fax: 803-404-6901 e-mail: nekkishutt@callisontighe.com kathleenmcdaniel@callisontighe.com brianlysell@callisontighe.com Thornwell F. Sowell, Esq. Bess Jones Durant, Esq. Sowell Gray Stepp & Laffitte, LLC P.O. Box 11449 Columbia, SC 29211 Drew A. Laughlin, Esq. LAUGHLIN & BOWEN, PC 92A Main Street PO Drawer 21119 Hilton Head Island, SC 29925-1119</p>
---	--

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information
Nature of Motion: Defendants Coral Resorts, LLC, Coral Holdings, LLC, and Reba Management, Inc.'s Notice of Motion and Motion for Protective Order or to Quash Plaintiff's Subpoena to Office of the Governor.
Estimated Time Needed: 1 Hour Court Reporter Needed: YES NO

SECTION II: Motion/Order Type
 Written motion attached
 Form Motion/Order:
I hereby move for relief or action by the court as set forth in the attached proposed order.
[Signature] September 5, 2013
Signature of Attorney for Plaintiff Defendant Date Submitted

SECTION III: Motion Fee
 PAID - AMOUNT: \$25.00
 EXEMPT: Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
(check reason) Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRCP)
 Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
 Other:

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
- Other:

JUDGE

CODE: _____ Date: _____

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT	)	FOR THE FOURTEENTH JUDICIAL CIRCUIT
 John J. Meilert,	)	C/A No.: 2013-CP-07-1966
)	
Plaintiff,)	
)	
-v-)	
)	
Coral Resorts, LLC, Coral Holdings, LLC,	)	DEFENDANTS CORAL RESORTS, LLC,
Sunrise Vacation Properties, LTD.,	)	CORAL HOLDINGS, LLC, AND REBA
Sherri J. Smith, Port O'Call Owners	)	MANAGEMENT, INC.'S NOTICE OF
Association, Inc., Coral Reef Owners	)	MOTION AND MOTION FOR
Association, Inc., Island Links Owners	)	PROTECTIVE ORDER OR TO QUASH
Association, Inc., and Reba Management,	)	PLAINTIFF'S SUBPOENA TO OFFICE OF
Inc.,	)	THE GOVERNOR
)	
Defendants.)	
)	

TO: JOE DUBOIS, ESQUIRE AND ZACH NAERT, ESQUIRE, Attorneys for Plaintiff:

YOU WILL PLEASE TAKE NOTICE, that Defendants Coral Resorts, LLC, Coral Holdings, LLC, and Reba Management, Inc. (hereinafter "said Defendants"), by and through their undersigned counsel, will move as soon as practicable pursuant to Rules 26 and 45(c), SCRPC, for this Honorable Court to enter an order for protective order and/or quashing the subpoena issued by the Plaintiff to the Office of the Governor for documents regarding Coral Resorts, LLC, Sunrise Vacation Properties, Ltd., Hilton Head Hospitality, LLC d/b/a Hilton Head Guest Services ("HHH"), and Reba Management, Inc. The subject Subpoena is attached hereto as **Exhibit A**.

Said Defendants move this Court for a protective order or to quash the Subpoena for the following reasons. First, the information sought through the Subpoena is irrelevant to the subject matter of this litigation, and the Subpoena is not reasonably calculated to lead to the discovery of admissible information. Rule 26(b), SCRPC. HHH is not even a party to this

action. To the extent that the Plaintiff seeks documents related to complaints or communications and transactions between a non-party to this action and the Office of the Governor, such complaints, communications and transactions are irrelevant to any of the causes of action as they do not concern acts or conduct between the Plaintiff and any of the Defendants. Thus, with regard to each item of the Subpoena, this Court should issue a protective order or quash the Subpoena as to HHH.

In addition, this Subpoena seeks information dating from August 5, 2004 until present. The first time the Plaintiff purchased a timeshare interest at issue in this case was 2010. Information dating to 2004 is too remote in time to be relevant to this matter. Accordingly, this Court should issue a protective order or quash the Subpoena as to information prior to the date of the Plaintiff's purchase.

Second, some of the records sought are not subject to disclosure under the Freedom of Information Act ("FOIA"), S.C. Code Ann. § 30-4-10 *et seq.* Subpoena item numbers 1 and 2 demand the production of records relating to complaints or investigation of complaints. S.C. Code Ann. § 30-4-40(a)(15) provides an exemption from disclosure for identifying information of individuals who have made complaints of the sort sought by this Subpoena. Because such identifying information is exempted from disclosure, this Court should issue a protective order or quash the Subpoena as to items numbers 1 and 2.

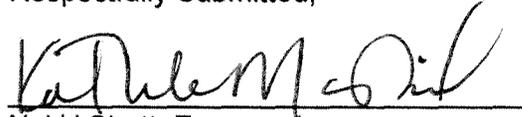
Subpoena item number 3 demands the production of correspondence between the Office of the Governor and the said Defendants, Sunrise Vacation Properties, Ltd., or a non-party. To the extent such correspondence deals with matters related to complaints under S.C. Code Ann. § 30-4-40(15), this Court should order issue a protective order or quash the Plaintiff's Subpoena as to those documents.

Finally, upon information and belief, the Plaintiff, or his attorneys, have instructed or

counseled individuals to lodge complaints with the multiple local, state, and federal agencies, possibly including the Office of the Governor. Accordingly, the Plaintiff and his counsel should not be permitted to use such complaints – that they themselves have generated – against the Defendants in this litigation.

For these reasons, the said Defendants request that this Court issue a protective order or quash the subject Subpoena in relevant part. This motion is further based on the pleadings filed in this matter, any depositions or discovery taken before the hearing on this motion, the rules of court, all state and federal statutes, any memorandum of law to be submitted by the Defendants, and any other information this Court will allow to be submitted prior to the hearing on this matter.

Respectfully Submitted,



Nekki Shutt, Esq.

Kathleen McDaniel, Esq.

Brian Lysell, Esq.

CALLISON TIGHE & ROBINSON, LLC

1812 Lincoln Street, 1st Floor

Post Office Box 1390

Columbia, South Carolina 29202

Telephone: 803-404-6900

Fax: 803-404-6901

nekkishutt@callisontighe.com

kathleenmcdaniel@callisontighe.com

brianlysell@callisontighe.com

**ATTORNEYS FOR DEFENDANTS CORAL
RESORTS, LLC, CORAL HOLDINGS,
LLC, AND REBA MANAGEMENT, INC.**

September 5, 2013
Columbia, South Carolina

Rule 11 Certification

Counsel for the Defendant has not consulted with counsel for the Plaintiff in order to resolve this matter because further consultation would serve no useful purpose.



Kathleen McDaniel

September 5, 2013
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
)	
John J. Meilert,	)	C/A No.: 2013-CP-07-1966
)	
Plaintiff,)	
)	
-v-)	
)	
Coral Resorts, LLC, Coral Holdings, LLC,	)	CERTIFICATE OF SERVICE
Sunrise Vacation Properties, LTD.,)	
Sherri J. Smith, Port O'Call Owners)	
Association, Inc., Coral Reef Owners)	
Association, Inc., Island Links Owners)	
Association, Inc., and Reba Management,)	
Inc.,)	
)	
Defendants.)	

I do hereby certify that I have served a copy of the following as indicated hereinbelow, by mailing a copy of same on the date below by First Class United States Mail, postage prepaid, addressed to the following:

DOCUMENT SERVED: Defendants Coral Resorts, LLC, Coral Holdings, LLC, and Reba Management, Inc.'s Notice of Motion and Motion for Protective Order or to Quash Plaintiff's Subpoena to the Office of the Governor

PARTIES SERVED: Zach S. Naert, Esq.
 Joe DuBois, Esq.
 NAERT AND DuBOIS, LLC
 P.O. Box 7228
 Hilton Head Island, SC 29928

Swati Patel, Legal Counsel
 Office of the Governor
 1205 Pendleton Street
 Columbia, SC 29201

Thornwell F. Sowell, Esq.
 Bess Jones Durant, Esq.
 LAW OFFICES OF BIFF SOWELL
 P.O. Box 11449
 Columbia, SC 29211

Drew A. Laughlin, Esq.
LAUGHLIN & BOWEN, PC
92A Main Street
PO Drawer 21119
Hilton Head Island, SC 29925-1119


Amy Bruno
Callison Tighe & Robinson, LLC

September 5, 2013
Columbia, South Carolina

EXHIBIT A

5387-053

Naert and DuBois, LLC

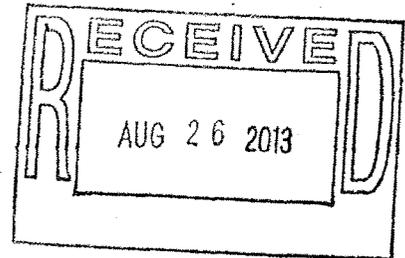
22 New Orleans Road, Suite 3
Post Office Box 7228 (29938)
Hilton Head Island, SC 29928

Tel: (843) 686-5500
Fax: (843) 686-5501
www.LowcountryLegal.com

August 21, 2013

Via Certified Mail

Swati Patel, Legal Counsel
Office of the Governor
1205 Pendleton Street
Columbia, SC 29201



Re: John J. Meilert v. Coral Resorts, et al.
Case No. 2012-CP-07-3746

Dear Madam:

I represent John J. Meilert in the above referenced action against Coral Resorts, LLC and other Defendants. Enclosed please find a subpoena requesting, on or before September 13, 2013, the production of all records in your possession relating to the complaints filed against Coral Resorts, LLC, as more specifically stated on the Subpoena herein.

If you prefer to send a copy of such records to my office located at 22 New Orleans Road, Post Office Box 7228 (29938), Hilton Head Island, SC 29928 I will be glad to reimburse you for the costs of copying such records, up to the amount of \$50.00. If you anticipate the copying costs to be greater than \$50.00 please contact me for approval prior to incurring such costs.

Please feel free to give me a call with any questions or concerns or to discuss this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Z. Naert".

Zach S. Naert

Enclosures

Cc: Nekki Shutt, Esquire

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF BEAUFORT

John J. Meilert, Plaintiff

v.

SUBPOENA IN A CIVIL CASE

Coral Resorts, LLC, Coral Holdings, LLC, Sunrise Vacation Properties, Ltd., Sherri J. Smith, Port O'Call Owners Association, Inc., Coral Reef Owners Association, Inc., Island Links Owners Association, Inc., and Reba Management, Inc., Defendant

Case Number: 2013-CP-07-1966

Pending in Beaufort County

TO: Swati Patel, Legal Counsel, Office of the Governor, 1205 Pendleton Street, Columbia, SC 29201

[] YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

Table with 2 columns: PLACE OF TESTIMONY, COURTROOM. Sub-row: DATE AND TIME, AM

[] YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

Table with 2 columns: PLACE OF DEPOSITION, DATE AND TIME, AM

[X] YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:

- 1. All records relating to any complaints received concerning Coral Resorts, LLC, Sunrise Vacation Properties, Ltd., Hilton Head Hospitality, LLC d/b/a Hilton Head Guest Services, Reba Management, Inc., from August 5, 2004 to the present.
2. All investigative documents concerning any complaints received concerning Coral Resorts, LLC, Sunrise Vacation Properties, Ltd., Hilton Head Hospitality, LLC d/b/a Hilton Head Guest Services, Reba Management, Inc., from August 5, 2004 to the present.
3. All correspondence with Coral Resorts, LLC, Sunrise Vacation Properties, Ltd., Hilton Head Hospitality, LLC d/b/a Hilton Head Guest Services, Reba Management, Inc., from August 5, 2004 to the present.(the foregoing should be read in conjunction with the disclosures made in the accompanying cover letter)

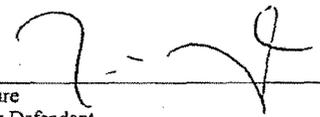
PLACE Naert and DuBois, LLC 22 New Orleans Road, Suite 3 Post Office Box 7228 (29938) Hilton Head Island, SC 29928-6768	DATE AND TIME September 13, 2013, 5:00 p.m. PM
---	---

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM
----------	--------------------

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(e)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

 Attorney/Issuing Officer's Signature Indicate if Attorney for Plaintiff or Defendant Attorney's Address and Telephone Number : 22 New Orleans Road, Suite 3, Hilton Head Island, SC 29928	08/21/2013 Date	Zach S. Naert Print Name
---	--------------------	-----------------------------

Attorney for Plaintiffs

Clerk of Court/Issuing Officer's Signature Pro Se Litigant's Name, Address and Telephone Number :	Date	Print Name
--	------	------------

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TENDERED TO WITNESS <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

- (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.
- (2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.
- (B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.
- (3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:
- i. fails to allow reasonable time for compliance; or
 - ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or
 - iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or
 - iv. subjects a person to undue burden.

(B) If a subpoena:

- i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

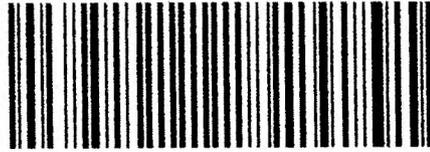
the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

- (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.
- (2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

RETURN TO SENDER
CERTIFIED MAIL™

Na... and DuBois, LLC
22 New Orleans Road, Suite 3
Post Office Box 7228 (29938)
Hilton Head Island, SC 29928



7013 0600 0000 0912 5008



Swati Patel, Legal Counsel
Office of the Governor
1205 Pendleton Street
Columbia, SC 29201

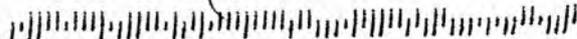
RECEIVED

AUG 26 2013

Delivered to Patel
Insured NRN
FBI Stirling
Holladay

327885

29201X3756



Naert and DuBois, LLC

22 New Orleans Road, Suite 3
Post Office Box 7228 (29938)
Hilton Head Island, SC 29928

Tel: (843) 686-5500
Fax: (843) 686-5501
www.LowcountryLegal.com

August 21, 2013

Via Certified Mail

Swati Patel, Legal Counsel
Office of the Governor
1205 Pendleton Street
Columbia, SC 29201

Re: John J. Meilert v. Coral Resorts, et al.
Case No. 2012-CP-07-3746

Dear Madam:

I represent John J. Meilert in the above referenced action against Coral Resorts, LLC and other Defendants. Enclosed please find a subpoena requesting, on or before September 13, 2013, the production of all records in your possession relating to the complaints filed against Coral Resorts, LLC, as more specifically stated on the Subpoena herein.

If you prefer to send a copy of such records to my office located at 22 New Orleans Road, Post Office Box 7228 (29938), Hilton Head Island, SC 29928 I will be glad to reimburse you for the costs of copying such records, up to the amount of \$50.00. If you anticipate the copying costs to be greater than \$50.00 please contact me for approval prior to incurring such costs.

Please feel free to give me a call with any questions or concerns or to discuss this matter.

Sincerely,



Zach S. Naert

Enclosures

Cc: Nekki Shutt, Esquire

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF BEAUFORT

John J. Meilert, Plaintiff

v.

SUBPOENA IN A CIVIL CASE

Case Number: 2013-CP-07-1966

Coral Resorts, LLC, Coral Holdings, LLC,
Sunrise Vacation Properties, Ltd., Sherri J. Smith,
Port O'Call Owners Association, Inc., Coral Reef
Owners Association, Inc., Island Links Owners
Association, Inc., and Reba Management, Inc.,
Defendant

Pending in Beaufort County

TO: Swati Patel, Legal Counsel, Office of the Governor, 1205 Pendleton Street, Columbia, SC 29201

YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE	OF	DEPOSITION	DATE AND TIME	,	AM
-------	----	------------	---------------	---	----

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:

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2. All investigative documents concerning any complaints received concerning Coral Resorts, LLC, Sunrise Vacation Properties, Ltd., Hilton Head Hospitality, LLC d/b/a Hilton Head Guest Services, Reba Management, Inc., from August 5, 2004 to the present.
3. All correspondence with Coral Resorts, LLC, Sunrise Vacation Properties, Ltd., Hilton Head Hospitality, LLC d/b/a Hilton Head Guest Services, Reba Management, Inc., from August 5, 2004 to the present.(the foregoing should be read in conjunction with the disclosures made in the accompanying cover letter)

PLACE Naert and DuBois, LLC 22 New Orleans Road, Suite 3 Post Office Box 7228 (29938) Hilton Head Island, SC 29928-6768	DATE AND TIME September 13, 2013, 5:00 p.m. PM
---	---

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM
----------	--------------------

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature Indicate if Attorney for Plaintiff or Defendant Attorney's Address and Telephone Number : 22 New Orleans Road, Suite 3, Hilton Head Island, SC 29928	 Date 08/21/2013	Print Name Zach S. Naert
--	---	-----------------------------

Attorney for Plaintiffs

Clerk of Court/Issuing Officer's Signature Pro Se Litigant's Name, Address and Telephone Number :	Date	Print Name
--	------	------------

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TENDERED TO WITNESS <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

- i. fails to allow reasonable time for compliance; or
- ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or
- iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or
- iv. subjects a person to undue burden.

(B) If a subpoena:

- i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or
- ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
- iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

nhcorrespondence,

From: Office of the Governor Site Support [mulljulene@gmail.com]
Sent: Wednesday, October 19, 2011 5:35 PM
To: Haley, Nikki
Subject: Coral Resorts (SCREC File 2011-103)

RECEIVED

OCT 20 2011

Referred: 15
Answered: Moore

*Up - emailed
Closed by
Phone*

103179

Title: Miss
First Name: Julene
Middle Initial:
Last Name: Mull
Suffix:
Street Address: 175 Old Farmers Road
Street Address 2:
City: Clarksville
State: TN
Zip: 37043
Phone:

Email: mulljulene@gmail.com

Affiliation: Visitor to South Carolina

Message:

Please see below a copy of a letter sent to your Real Estate commissions Investigative Review committee. I have been attempting to resolve this issue for quite some time and would appreciate any assistance your office might provide.

October 19, 2011

Ms. Sharon Wolfe
South Carolina Real Estate Commission
110 Centerview Dr.
Columbia, SC 29210

RE: Coral Resorts / Island Links, Contract #IL-73400/IL-64978

Ms. Wolfe:

I am writing this letter to ask for your help in a matter that Mr. Tony Kennedy was investigating. Mr. Kennedy called me on several occasions and each time I called back I could not get through to him. The question he was asking "Has my dispute with Coral Resorts been resolved" is a resounding "No".

I have been disputing my timeshare contract with Coral Resorts since July 2008 and they refuse to answer my complaints and allegations. I have reached out to every agency in South Carolina that I could find and I get the same answer "This is not our jurisdiction".

My daughter and I were visitors to your state and were deceived and conned into purchasing this timeshare and all I ask is that you look at our complaint. There are hundreds of complaints against Coral Resorts some online and some reported to your agency and still no one has lifted a hand to hold Coral Resorts accountable. It does not make sense that South Carolina would not be willing or able to protect visitors to their state that generate millions of dollars in revenue from the predatory practices of Coral Resorts. Please help us and look into this complaint because I believe that if you look at Coral Resorts track record you will find hundreds of people who have made the same allegations.

Thank you for your assistance.



Sincerely,

Julene Mull

nhcorrespondence,

From: Office of the Governor Site Support [tsf38t@aol.com]
Sent: Friday, August 26, 2011 11:35 AM
To: Haley, Nikki
Subject: Timeshare fraud

RECEIVED

AUG 26 2011

Referred to CS
Answered Moore

First Name: Thomas
Last Name: San Filippo
Company Name/Govt. Agency: CORAL RESORTS

Mailing Address
Address Line 1: 22506 Sw 94th Pl
Address Line 2:
City: Cutler Bay
State: FL
Zip: 33190
Phone: 8563833587

Email: tsf38t@aol.com

Comments:

We were looking to stay in Hilton Head, South Carolina for two days and came across an ad while we were looking at the Crowne Plaza resort. It was a very attractive offer, stay for three days and two nights for \$199.

Looking to saving some money we went ahead and contacted the Company.

We have three time shares and are very familiar with them. So we booked it and went.

On August 2, 2011 as part of the offer, we met up with the Coral Resorts Company.

This is why we were very attracted to the offer. We have been looking into getting rid of our timeshare in Las Vegas, this is what they told us they were going to do, buy our Hilton Las Vegas timeshare for \$13,000. Sell a timeshare at Coral Resorts in Hilton Head, give us 71,000 RCI points and have a deeded timeshare in Coral Resort and be able to stay at a 3 bedroom resort every year at their Links Resort. They said they would give us 6500.00 towards the purchase of their timeshare and we had to wait to see if Hilton would buy back our timeshare, (because they told us Hilton had the right to buy it back from us first) if they did not they would give us the 6500.00 We paid them \$1200.00 up front to get it processed going . At no time did they mention they would put our Hilton timeshare up for sale and we would have to hope someone buys it.

We went to finish our vacation and looked into it a few weeks after.

ALL THEY TOLD US ARE LIES, LIES AND MORE LIES. We are hard working Americans that cannot believe that the State of South Carolina will allowed these liars to stay in business. Its very unfortunate that people cannot trust people with what they say. We signed the contract at that point without reviewing them because no one has ever lied about everything that was told to us before. (they did not have a lawyer present at the time of sale)

What they did was contracted an outside source to sell our Time Share, we are obligated to still pay for our maintenance fees with Hilton and do not even know what exactly what we signed for. I spoke with Terrance Singleton on 8/25/11 and he told me we nolonger had to pay maintenance fees on our Hilton timeshare. That too was a lie.

9/23 - LM
closed, no
reply.

520811

We did sign contract and I know I should have read it, but what they did was fraud.
PS: I looked on the internet and there were 68 other complaints of the same nature.

Governor Nikki Haley
Office of the Governor
1205 Pendleton Street
Columbia, SC 29201

20 Hibbard Ave.
Clifton Springs, NY 14432
May 25, 2011

Dear Mrs. Haley,

Hello, I am writing about the fraudulent time share that my parents bought from Coral Resorts. I am appalled by the manner in which they were swindled into buying useless points and paying outrageous maintenance fees. They were lied to and deceived into buying something that is not what they were told it was. This is morally and ethically corrupt, and I am asking that this company be investigated further and that my parents be refunded.

I am shocked that this scam operation is allowed to go on. I have noticed that Coral Resorts is rated an F with the better business bureau so we are clearly not the first to report their misrepresentation tactics! This fraudulent company gives a bad name to Hilton Head and the state of South Carolina.

Since there is clearly very little government regulation in your state, who knows what other types of real estate businesses are allowed to operate. I plan on telling all my friends, relatives, clients, and co-workers to be very careful when going on vacation or buying property in South Carolina. I am Cornell graduate and I worked in Private Banking at Citigroup and US Trust where I worked with high net worth individuals.

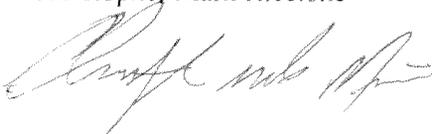
My parents have never received a property deed so they own nothing! At Coral Resorts they claim to be "real estate agents" selling "time shares" when they are in reality then con-artists selling maintenance fees for nonexistent property.

Please do everything in your power to shut down this fraudulent company and refund my parent's money. I think Hilton Head and South Carolina deserve a better reputation and would be better off without Coral Resorts.

Please contact my parents to discuss:
John and Rachel Riccione
315-462-2123.

They have already mailed a letter to your office explaining their situation more detail.

Best Regards,
Christopher Mark Riccione



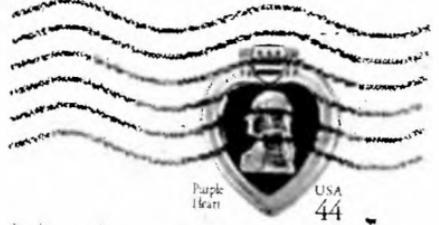
Christopher Riccione
20 Hibbard Ave.
Clifton Springs, NY 14432

154911

29201*3740

ROCHESTER NY 144

23 JUN 2011 PM 2 7



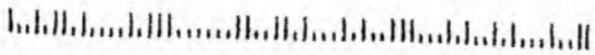
closed copy.
LM - 7/29

RECEIVED

JUN 27 2011

Referred to *OS?*
Answered *Moore*

Governor Nikki Haley
Office of the Governor
1205 Pendleton Street
Columbia, SC 29201



Governor Nikki Haley
Office of the Governor
1205 Pendleton Street
Columbia, SC 29201

20 Hibbard Ave.
Clifton Springs, NY 14432
May 25, 2011

Dear Mrs. Haley,

We are contacting you regarding the fraudulent time share we purchased from Coral Resorts in Hilton Head, SC. While vacationing on your beautiful island last year my wife and I attended a time share sales presentation because we were lured in by free vouchers and coupons. While there, the salesman told us many great things which all turned out to be outright lies.

This year we returned to Hilton Head and we explained to Coral Resorts member services how nothing they told us turned out to be true and that this was **misrepresentation** and **fraud**. However, we left disappointed as they refused to refund our money. Here is a list of things we were told that turned out not to be true:

1. *You will definitely be able to rent a condo in Hilton Head the third week of April with your RCI points.*

This was a blatant lie. The only reason we got the time share was to rent for the high school spring break week because that's when our children are on vacation. We weren't able to find anything available in Hilton Head and had to pay to rent a house because our points were useless. When we confronted them a year later, they told us that what we actually bought was a useless week in February and that was equivalent to a certain amount of points in the RCI system. We were never told that when we bought the "time share".

2. *There is only a "small amount" of yearly maintenance fees.*

We were never told how much the yearly fees were and were lead to believe they were nothing to worry about and so we expected to pay at most \$50 per year. In reality we have to pay \$450 per year in "maintenance fees". Why we were not told the amount of the maintenance fees? Why wasn't the exact amount was in the contract? While they admitted that the contract wasn't completely "transparent" they explained to us that it made more sense to hide the fees because they "change from year to year". This is complete **deception**.

3. *You can easily rent out the "developer week" for \$2,500 and make a lot of money!*

We listed the developer week for \$1,500 (much less then they told us) with the real estate company they recommended and no-one is interested! Even if we did rent it out, we would have to pay \$950 in maintenance fees which we weren't told anything about! We thought we would have been able to keep the entire rental amount.

Finally, we have never received a deed of property ownership even though we have contacted numerous times the lawyer that they put us in touch with. We are informing you of this scam operation taking place at Hilton Head so you can shut it down to avoid further embarrassment for your beautiful island community and to prevent others from being conned.

Please contact us. We would appreciate your help in recovering our money from Coral Resorts. 315-462-2123

Best regards,
John and Rachel Riccione

John and Rachel Riccione
20 Hibbard Ave.
Clifton Springs, NY 14432

ROCHESTER NY 144

31 MAY 2011 PM 2 T



Governor Nikki Haley
Office of the Governor
1205 Pendleton Street
Columbia, SC 29201

RECEIVED

JUN 03 2011

Referred to OS1

Answered NRN

15451

29201\$3740



Mail Log:

SX

LAST NAME

FIRST NAME

TITLE

AGENCY

ADDRESS
 None Given

CITY CO

STATE ZIP

Phone 1

Phone 2

Phone 3

Fax

E-MAIL

E-MAIL 2

DATE RECVD Status

SH

DIV

Respondent

Agency Date

Final Date

Mail Date

NRN Date

Open

TimeToResp

TimeToMail

TotalTime

INQUIRY

Concern: Coral Resorts time share in SC

Date Time

Event

Place

PROLEGIS

CON LEGIS

COMMENT

CC:

Letter

OR

Phone

Notes

Constituent states he has been misled by the timeshare. Seeking help. Wants the timeshare put out of business. He has spoken with the SC Real Estate Commission. Advised to speak with the KY Dept. of Consumer Affairs. He also plans on speaking with the SC Attorney General's office.

R

Fax Message

SEP 14 2012

September 11, 2012

Refer CS

Associated Smith

Left message

10/12/12

222044

From: Roy Ellis PO Box 145
PO Box 145
Woodstock, GA 30188
Contract #IL 77933
Owner # 3-378676

To: Governor Nikki R. Halley
Office of the Governor South Carolina
South Carolina, SC
Columbia, SC 29201

I consider myself to be a reasonable man. I am retired US Army Warrant Officer, with a MBA, and experience in sales. This is the first time I have heard an associate of a principal (Coral Resort) say something to the effect that it doesn't matter what the agent says to a buyer because they (the principal) go by the contract. Then the associate used the number of years of being in business to validate her statement. The associate went further and said it doesn't matter where the buyer lives because Coral Resort is under South Carolina laws.

My wife and I entered into a contract with a second couple to purchase a week at Coral Resort. Prior to signing the contract, we believed—

- a. The 21,000 points we purchased would allow us two weeks at Hilton Head during each calendar year.
- b. We could select a third week as long as it was not a part of Heritage Week.
- c. Maintenance fees had not changed in years and would not change in the foreseeable future.
- d. Maintenance would be around \$300 payable every three years.

Through telephone conversation with Coral Resort associates on September 10, 2012, I have learned –

- a. The 21,000 points we purchased would allow us one week at the inventoried unit once every three years.
- b. One week at the inventoried property would require 64,000 points.
- c. Coral Resort uses a budget to determine maintenance fees annually. In addition, maintenance recently received an adjustment through an increase.
- d. If we had wanted to cancel the contract, we should have notified Coral Resort five days through a certified letter postmarked within the five day window.

I expected so much more from a State with a history of supporting Christian values. Greed and deceptive sales tactics are not Christian values. I resent the arrogance in declaring justification because the process has been successful for years. Surely, this has not gone unnoticed by responsible people in South Carolina.

Here is my suggestion. Coral Resort should produce a worksheet on Coral Resort letterhead detailing every aspect of the pending contract. The worksheet should include availability, usage, moneys and payments, inventories, taxes, and fees associated with ownership of the property. Anything the agent promises should be in the contract. Both, agents and buyers should sign the worksheet.

This process would provide Coral Resorts with tools to hold agents accountable to promises made to potential buyers. Coral Resort profiting from the current process is the only excuse to refuse changing a system that gives agents undue advantages.

Currently, agents can say or promise buyers their imagination, and agents are rewarded because Coral Resort (according to associates) doesn't care what agents say to potential buyers. Coral Resort associates have claimed ignorance by contract.

I am requesting Coral Resort invalidate the contract and implement a change in culture. Make visits to South Carolina memorable and purchasing time shares at Hilton Head a positive experience. How many people are held hostage to contracts because there is no viable escape from South Carolina law.

I believe Coral Resort would be blessed if Coral Resort do people right.

Sincerely,

Roy Ellis
(910) 824-9695
chief208@juno.com

Cf:
Coral Resort
Island Links Homeowner' Association

Fax Message

September 10, 2012

From: Roy Ellis
Woodstock, GA 30188
(910) 824-9695
Contract #IL 77933
Owner # 3-378676

Congressman Clyburn
South Carolina
(202) 225-2313

This is a follow-up to my previous letter. This hour, I spoke to Lea William of Coral Reef. She informed me she manage all property portfolios. I informed her that we felt the agent misrepresented the facts in securing our signatures on the unit that we purchased. Ms. Lea Williams made it perfectly clear in words to the effect, "It doesn't matter what the agent told you. We are going by the contract."

I was of the opinion in an agent/ principal relationship, the principal is responsible for the agent. Apparently, that is not the case in Time -Shares. According to Lea Williams , it is the buyer's responsibility to review the contact and notify the seller within five days of intent of cancellation of the contract. The cancellation letter must be postmark within five days of signing the contract.

Such expectation is unreasonable. First, the buyer is on vacation and could be in the Hilton Head area for days after signing the contract. Next, the person must return home and time is dependent upon travel time. Next, he must contact an attorney and the attorney must work through his schedule. A reasonable man would need more than five days to have a contract properly reviewed by an attorney.

According to Lea Williams, everything I disclosed to her is hearsay. She reiterated that she would adhere to the contract and South Carolina law. Apparently, it doesn't matter what the agent said. Lea Williams asked a most profound question. She asked me, "Do you think she is going to say she told you that?" I must admit, Lea Williams is right. That is why we need people elected to public office to protect innocent people receiving misinformation that the principal really doesn't care.

According to Lea Williams, it is all about the contract. In summary, an agent has a license to tell a potential buyer anything he or she chooses without any threat of repercussion.

Does anyone provide oversight of the conducts of these agents? Do they sign anything committing to ethical conduct? Lea Williams assured me her contracts are well written and they have been in business for years. She explained maintenance fee late payments and said there is no requirement for her to confirm when an invoice was mailed or received by the buyer. She also referenced foreclosures, negative credit reporting, and paying attorney fees

It is obvious, that I can not fight her in court. So, I will bring this to the attention of our leaders. I will be sending a follow-up letter detailing any additional conversations with Coral Reef and agents of Coral Reef.

Sincerely

Roy Ellis
(910) 824-9695

cf:
Island Links Homeowner' Association
Coral Resort, Hilton Head, SC

Fax Message

September 10, 2012

From: Roy Ellis
Woodstock, GA 30188
(910) 824-9695
Contract #IL 77933
Owner # 3-378676

Congressman Clyburn
South Carolina
(202) 225-2313

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Sincerely

Roy Ellis
(910) 824-9695

cf:
Island Links Homeowner' Association
Coral Resort, Hilton Head, SC