

jointly move that the Court approve and enter this final Judgment as to said named parties and Defendant TSI.

STIPULATIONS

It is stipulated by and between the parties that the State and Defendant TSI have fully compromised and settled all of Plaintiff's claims against Defendant TSI stated in Plaintiff's Third Amended Petition for Civil Penalties and Injunctive Relief filed in this cause, and that Plaintiff and Defendant TSI do not contest, and do consent and agree to, the entry of this Judgment, without trial, further hearing or further adjudication of any issue of fact or law.

It is specifically stipulated by and between the parties that they understand this Agreed Judgment, its provisions and its obligations; that they are aware of the duties placed upon them by it and are desirous and capable of carrying out those duties in full; that they have had benefit of legal counsel; that they waive all rights to appeal from this Judgment; that they have actively participated in negotiations leading to this Agreed Judgment; that this Agreed Judgment is freely and voluntarily entered into without duress; that this Agreed Judgment is made because of the uncertainty and costs of litigation; that this Agreed Judgment is fair, reasonable and just; that this Agreed Judgment is in accord with the Texas Deceptive Trade Practices - Consumer Protection Act (DTPA) as well as all other applicable law and is proper in all respects; that they acknowledge receipt and acceptance of copies of this Agreed Judgment and have full notice of the terms of this Agreed Judgment; that the issuance and service of a Writ of Injunction are waived; and, that the terms of

this Agreed Judgment are sufficiently detailed and specific to be enforceable by the Court.

It is stipulated by and between the parties that this Court has jurisdiction of this matter and that venue is proper in Dallas County, Texas.

The parties stipulate that Defendant TSI does not admit or concede any liability and denies any violations of law or wrongdoing of any kind, and no such wrongdoing or violation of law shall be presumed by entry of this Agreed Judgment.

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

The parties stipulate that it would be in the best interest of the parties if the Court approved this settlement and rendered judgment accordingly.

FINDINGS

After review of the pleadings and stipulations of the parties and it appearing to the Court that Plaintiff, the State of Texas, and Defendant, Travel Services, Inc. a.k.a. Funseekers Vacations, Inc. agreed to and approved the entry of this Agreed Final Judgment and Permanent Injunction, the Court finds that this Agreed Judgment should be approved, and accordingly this Agreed Judgment should be entered by the Court.

THE COURT FINDS that it has jurisdiction under the provisions of the DTPA (Tex. Bus. & Com. Code Ann. §§17.41 *et seq.*), over the subject matter and over all parties to this action and that venue of this matter is proper in Dallas County, Texas.

THE COURT FINDS that Plaintiff's Third Amended Petition for Civil Penalties and for Injunctive Relief states a claim pursuant to Texas Business and Commerce Code Sections 17.41 *et seq.*, upon which injunctive relief can be granted, and that the State has authority to seek the relief it has requested.

DEFINITIONS

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

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

2. "Defendant" shall mean Defendant, Travel Services, Inc. a.k.a. Funseekers Vacations, Inc., its successors, assigns, officers, agents, subcontractors, servants, employees, corporations, and any other persons in active concert or participation with them;

3. "DTPA" shall mean the Texas Deceptive Trade Practices - Consumer Protection Act. Tex. Bus. & Com. Code Ann. § 17.41 *et seq.*;

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

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

6. "Travel Club" means a membership service product produced by a Travel Club Owner which consumers purchase to obtain travel at a retail or discount rate;

7. "Travel Club "Distributor" means any person or business entity that sells or resells travel club membership(s) to a consumer with the permission of the Travel Club or Travel Club Owner.

8. "Travel Club Member" means any consumer who purchases a travel club membership.

9. "Travel club membership" means any purchased access right to obtain travel through a Travel Club;

10. "Travel Club Owner" means Travel Services, Inc.

11. "Goods and Services" means tangible chattels or real property, or work, labor or service purchased or leased for use, including services furnished in connection with the sale or repair of goods.

PERMANENT INJUNCTION

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT Defendant TRAVEL SERVICES, INC. a.k.a. FUNSEEKERS VACATIONS, INC. its successors, assigns, officers, agents, servants, employees, attorneys and any other person in active concert or participation with them, including those who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other

devise, shall be and is hereby permanently enjoined from engaging in the following acts or practices:

1. Making oral or written statements to consumers in the State of Texas that cause confusion or misunderstanding regarding the identity, obligations and responsibilities of the Travel Club with the identity, obligations and responsibilities of the Travel Club Distributor;

2. Failing to clearly identify to consumers in the State of Texas the Travel Club Owner by name and address within the Travel Club membership documents including but not limited to membership kits, membership certificate, membership application, membership acknowledgment and bylaws, and the annual membership dues statement.

3. Failing to disclose the verifiable source of statistical data within any printed or published materials of the Travel Club directly created and provided by the Travel Club Owner that is published for, or delivered to, a consumer in the State of Texas.

4. Making oral or written statements to consumers in the State of Texas that cause confusion or misunderstanding regarding the affiliation, connection or association between the Travel Club Owner, or any Travel Club that it services, or any other entity providing travel services.

5. Making false statements of fact to consumers in the State of Texas concerning the nature or extent of discounts available to Travel Club Members within the membership certificate, membership application, membership acknowledgment and bylaws of the travel club, and promotional materials that

are created and provided by the Travel Club Owner unless such discounts are in fact available to Travel Club Members;

6. Charging a Texas consumer that is SeaLand Travel Club member for annual membership dues after the consumer has provided written notice of termination to the Travel Club Owner or the Travel Club by U.S Mail, certified mail return receipt, at least 60 days prior to the anniversary of the date of issuance of the travel club member's membership in SeaLand Travel Club.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Defendant TSI, and its successors, assigns, officers, agents, subcontractors, servants, employees, attorneys, corporations and any other persons in active concert or participation with them be and hereby are commanded to forthwith and permanently comply with this Order from the date of entry.

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

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Plaintiff, the State of Texas is exempt from a bond under Texas Civil Practice and Remedy Code Section 6.001 and Texas Business and Commerce Code Section 17.47(b) in connection with this Permanent Injunction.

OTHER RELIEF

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

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties herein may provide notice to the other regarding a change of address without such being deemed a material and substantial change of this Judgment. Any other agreed upon change of the terms or duration of this injunction must be submitted to the Court for an order of approval.

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

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the entry of this Agreed Final Judgment and Permanent Injunction shall in no way affect the rights of individual consumers or citizens as to any claim or cause of action against Defendant TSI, nor shall it be used in any way to prejudice Defendant TSI or impair the rights of Defendant TSI to assert any rights, defenses, claims or cause of action in any legal or quasi-judicial proceedings with individual consumers or citizens.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Defendant TSI has received actual notice of this permanent injunction and all parties hereto have waived all rights of appeal from this Judgment.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that all relief requested by Plaintiff herein, as against Defendant TSI not expressly granted herein, be and is hereby DENIED.

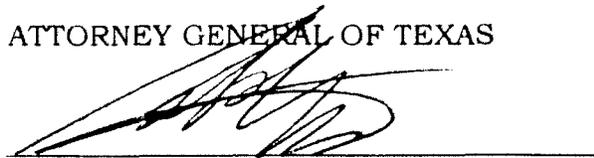
IT IS FURTHER ORDERED ADJUDGED AND DECREED that this Judgment disposes of all the issues before the Court regarding Defendant Travel Services, Inc. a.k.a. Funseekers Vacations, Inc in this cause and is intended to be final as to Defendant TSI and all other parties to this lawsuit.

SIGNED this date: April 11, 2011

Lorraine A. Raggio
HONORABLE LORRAINE RAGGIO
PRESIDING JUDGE

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

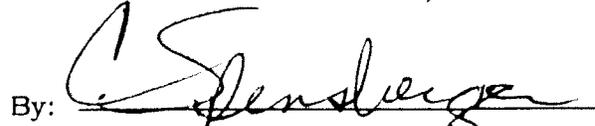
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By: _____
Authorized Corporate Representative
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