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SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, ESSEX COUNTY  
DOCKET NO. \_\_\_\_\_

ANDREW J. BRUCK, Acting Attorney General of the State  
of New Jersey, and SEAN P. NEAFSEY, Acting Director of  
the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

WILLIAMS ANDREWS BURNS LLC; WILLIAM  
O'HANLON, individually and as owner, officer, director,  
founder, member, manager, employee, servant, representative  
and/or agent of WILLIAMS ANDREWS BURNS LLC; JOHN  
AND JANE DOES 1-20, individually and as owners, officers,  
directors, shareholders, founders, members, managers,  
employees, servants, agents, representatives and/or  
independent contractors of WILLIAMS ANDREWS BURNS  
LLC; and XYZ CORPORATIONS 1-20,

Defendants.

Civil Action

**COMPLAINT**

Plaintiffs Andrew J. Bruck, Acting Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, Fifth Floor, Newark, New Jersey, and Sean P. Neafsey, Acting Director of the New Jersey Division of Consumer Affairs (“Director”)

(collectively, “Plaintiffs”), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey, by way of this Complaint state:

### **PRELIMINARY STATEMENT**

1. Over the past half-century, an estimated 9.9 million U.S. households have purchased timeshares—sometimes called “vacation ownership”—entitling them to use a vacation property for a specific length of time and with a specific frequency. The American Resort Development Association estimates the timeshare industry is currently worth \$10.5 billion, with an average timeshare price of just under \$23,000.

2. Unfortunately, timeshare owners are frequent victims of sharp sales practices and other deceptive and misleading conduct in the timeshare industry. Rigid rules imposed on owners regarding usage of their timeshares; the low resale value of timeshares; and onerous fees that last the lifetime of timeshare ownership are not often properly disclosed to buyers. Indeed, many owners do not even know the true cost of the timeshare or understand restrictions on its use at the time of purchase.

3. Annual maintenance fees pose significant financial burdens for owners, especially for those who no longer use their timeshares, but have not sold (or cannot sell) them. Typically, these fees fund taxes, insurance, and other recurring expenses associated with the timeshare property. Nationally, in the past decade, these fees have risen approximately 5% a year across the timeshare industry. Moreover, despite contrary representations by some timeshare sales representatives, timeshares usually do not appreciate in value, and it is typical to find timeshares

for sale at deep discounts from the original purchase price.<sup>1</sup> As a result, over half of the timeshares that revert back to property developers are due to the financial hardship of owners.<sup>2</sup>

4. Against this backdrop, many companies market purported solutions to assist timeshare owners. While there are legitimate companies that, for example, provide more flexibility for use of timeshares across multiple locations, other companies take advantage of the financial burden of timeshare ownership by over-promising services that they cannot or simply do not deliver.

5. One such company is New Jersey-based Williams Andrews Burns LLC (“WAB”). WAB, led by its President, William O’Hanlon (collectively “Defendants”), targeted timeshare owners nationwide, including New Jersey consumers, with its unconscionable, deceptive, and misleading conduct.

6. Defendants cold-called timeshare owners—many of whom were senior citizens—and used high-pressure sales tactics and misrepresentations to persuade them to pay WAB large upfront fees, often deducted directly from consumers’ bank accounts, in exchange for WAB’s offer to rent or resell their timeshares.

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<sup>1</sup> The Federal Trade Commission (FTC) warns potential timeshare buyers that while “[t]he sales staff may tell you that a timeshare is a solid financial asset, . . . the value of a timeshare is in its use as a vacation destination, not as an investment.” Timeshares, Vacation Clubs, and Related Scams, F.T.C. Consumer Information (May 2021), <https://www.consumer.ftc.gov/articles/timeshares-vacation-clubs-and-related-scams>.

<sup>2</sup> See Tod Marks, The Timeshare Comes of Age, Consumer Reports (Feb. 23, 2016), <https://www.consumerreports.org/travel/the-timeshare-comes-of-age/>; U.S. Timeshare Industry: By the Numbers, Am. Resort Dev. Ass’n (2021), <https://www.arda.org/news-communications/timeshare-industry-basics/us-timeshare-industry-numbers>; Timeshares, Vacation Clubs, and Related Scams, F.T.C. Consumer Information (May 2021), <https://www.consumer.ftc.gov/articles/timeshares-vacation-clubs-and-related-scams>.

7. Defendants touted a “Money Back Guarantee” and told consumers there was virtually no risk in signing up for its services. Defendants guaranteed consumers they would receive thousands of dollars in rental income for each week WAB rented out the timeshare on their behalf and promised to refund consumers’ payments in 180 days if WAB failed to deliver. Defendants pitched these purported services as an opportunity for consumers to earn money and ease the financial burden associated with their timeshare ownership.

8. Defendants failed to deliver the results they promised to consumers. The Division has been unable to identify a single consumer who received rental income WAB promised to remit and, in addition, Defendants often failed to honor their money-back guarantee and provide refunds to disappointed consumers.

9. After Defendants persuaded consumers to pay upfront fees for rental or resale services, Defendants offered a collections service, often as purportedly complimentary, in which they claimed they would identify previous timeshare rental or resale scams to which those consumers had fallen prey and recover money consumers paid in connection with those scams. In many cases, consumers did not ask for or want these additional services from Defendants, or understand how they related to the rental and resale services WAB had already pressured them to accept. Nevertheless, Defendants thrust these additional services on unwitting consumers and met consumer hesitance with more guarantees that were never honored.

10. These offered and supposed complimentary collections services were not what they claimed. Instead of attempting to recover funds from the wrongdoers that had scammed the timeshare owners, Defendants’ “services” consisted of attempting to obtain refunds from credit card companies under false pretenses. Defendants would demand that consumers’ credit card companies reverse charges and issue refunds, often by falsely claiming charges were unauthorized.

Defendants then avoided honoring the Money Back Guarantee where they failed to rent or resell consumers' timeshares by relying on the refunds issued to those consumers by their credit card companies.

11. Defendants' unconscionable, fraudulent, and deceptive practices in the advertisement, offer for sale, and sale of services to timeshare owners, many of whom were senior citizens and targets of previous timeshare scams, constitute multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -226 ("CFA") and the regulations promulgated thereunder, specifically the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 to -9.8 ("Advertising Regulations"). Through this action, Plaintiffs seek redress for Defendants' unlawful business practices, to prevent additional consumers from being harmed, and to obtain consumer restitution and other monetary relief.

#### **PARTIES AND JURISDICTION**

12. The Attorney General is charged with enforcing the CFA and the regulations promulgated thereunder, including the Advertising Regulations. N.J.S.A. 52:17B-5.7. The Director is charged with administering the CFA and the Advertising Regulations on behalf of the Attorney General. N.J.S.A. 52:17B-120; N.J.S.A. 52:17B-124.

13. By this action, Plaintiffs seek restitution on behalf of defrauded consumers, civil penalties, injunctive relief, attorneys' fees and costs, and all other relief available for Defendants' violations of the CFA and the Advertising Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13 and 56:8-19.

14. Venue is proper in Essex County, pursuant to R. 4:3-2, because it is a county in which at least one of the parties resides.

15. On November 4, 2015, WAB was established as a Limited Liability Company in the State of New Jersey (“State”). At all relevant times, WAB maintained a registered office location at 199 Dorado Avenue, Sewell, New Jersey 08080.

16. WAB’s registered agent in the State is Harold O’Hanlon, with a mailing address of 199 Dorado Avenue, Sewell, New Jersey 08080.

17. The 199 Dorado Avenue, Sewell, New Jersey location is a residential address that was owned by William O’Hanlon’s father, Harold O’Hanlon, when WAB was in operation.

18. At all relevant times, William O’Hanlon has been an owner, officer, director, founder, member, manager, servant, employee, representative, and/or agent of WAB and has controlled, directed, and/or participated in the management and operation of WAB. William O’Hanlon’s last known address is 1504 Bay Road, Apartment 1017, Miami Beach, Florida 33139.

19. John and Jane Does 1 through 20 are fictitious individuals meant to represent the owners, officers, directors, shareholders, founders, members, managers, employees, servants, agents, representatives and/or independent contractors of WAB who have been involved in the conduct that gives rise to this Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

20. XYZ Corporations 1 through 20 are fictitious corporations meant to represent any additional business entities that have been involved in the conduct that gives rise to the Complaint, but are heretofore unknown to Plaintiffs. As these defendants are identified, Plaintiffs shall amend the Complaint to include them.

#### **GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

21. From at least 2015 until approximately July 2020, Defendants have advertised, offered for sale, and sold (i) rental and sales assistance services for timeshare owners (“Rental

Services”) and (ii) services to collect or recover money for consumers who allegedly lost money in previous timeshare scams (“Collections Services”).

22. To date, the Division of Consumer Affairs (“Division”) has received more than 100 complaints from consumers regarding WAB’s unconscionable, deceptive, and misleading conduct detailed herein. These consumers described consistent experiences with WAB: high-pressure sales tactics, collection of upfront fees based on misrepresentations, false promises – including guaranteeing services and rental income – failure to provide the promised services or rental income, and refusal to honor their guarantee or provide full refunds.

***Defendants Use Deceit, Misrepresentations, and False Promises To Induce Consumers to Pay Upfront Fees for Purported Rental or Sales Services***

23. Defendants’ unlawful conduct began with unsolicited telemarketing calls. WAB cold-called consumers in New Jersey and elsewhere and offered to rent or sell consumers’ timeshares for an upfront fee.

24. Many of the consumers targeted by WAB were over the age of sixty. Indeed, at least 54 consumers over the age of 60 paid money to WAB for services and later submitted complaints to the Division or the Better Business Bureau (“BBB”). Defendants sometimes collected upfront fees for Rental Services from elderly consumers that did not even own timeshares.

- a. In one instance, WAB charged a 94-year-old consumer upfront fees of \$2,865 for rental services for a timeshare that the consumer no longer owned.
- b. On another occasion, WAB convinced an elderly consumer that had never owned a timeshare to pay an upfront fee of \$1,999 for timeshare rental services.

25. Typically, WAB promised that consumers would receive \$2,100 in rental income for each week that was rented on the consumer’s behalf and estimated that the consumer would

receive rental income within 45 to 60 days after signing up for WAB's services. After the initial phone conversation, WAB emailed consumers with the subject line: "Fw: WAB Collections and Rentals with Tax ID# \$2100 per week Guaranteed!"

26. In many cases, WAB claimed to have information about a consumer's membership with a vacation exchange company, which typically enable timeshare owners to exchange their deeded time at one location to vacation at a different resort and/or on a different week. WAB told consumers that they had "bonus weeks" or "getaway weeks" through one such vacation exchange company—RCI—that would expire soon and, for an upfront fee, would find renters for those weeks and earn rental income for the consumer. In fact, the claimed "bonus weeks" or "getaway weeks" did not exist and the claims of impending expiration were false.

27. WAB often suggested to consumers that it already had prospective renters who were interested in renting the consumer's timeshare or "bonus weeks." For example, on multiple occasions, WAB claimed that an event was scheduled to take place in the area where the consumer's timeshare was located, such as a sports game, concert, or convention, and, as a result, it had prospective renters interested in renting the consumer's timeshare. WAB's claims about interested prospective renters appear to have been untrue.

28. Sometimes WAB offered a Lifetime Membership Program to consumers in exchange for a one-time fee of \$2,899. As part of the Lifetime Membership Program, which did not always last for life, WAB promised to rent out the consumers' timeshares or "bonus weeks" on a yearly basis for at least five years. If consumers were unable or unwilling to pay the \$2,899 fee, WAB charged a lesser amount upfront—such as \$1,499 or \$1,200—and required the consumer to promise to pay the remainder after the consumer received rental income from WAB.



29. WAB also touted a “Money Back Guarantee” to persuade consumers that its services had no risk. Under the terms of this supposed Money Back Guarantee, WAB promised to refund all of the money paid by the consumer if it failed to rent the timeshare within a specified period of time, usually 180 days. WAB failed to disclose any limitations or conditions on the Money Back Guarantee to consumers during the initial phone call.

30. Many consumers agreed to pay up-front fees and engage WAB for its Rental Services during these initial telemarketing calls because of WAB’s Money Back Guarantee.

31. During or immediately following these telemarketing calls, WAB collected upfront fees from consumers ranging from \$594 to \$2,899 in exchange for WAB’s promise to provide Rental Services or a full refund.

32. Often during their very first interaction with consumers, WAB collected payments by convincing consumers to provide their bank routing and account numbers over the phone. This payment method—which is prohibited by the federal Telemarketing Sales Rule, 16 C.F.R. 310.1 to 310.9—allowed WAB to draft remotely created checks from consumers’ bank accounts without consumers’ signatures.

33. On at least one occasion, WAB used a consumer’s bank information to make multiple withdrawals of \$1,200 and \$1,485 from the consumer’s bank account, even though the consumer had not signed up for any of WAB’s services and did not authorize the withdrawals.

34. In many instances, consumers paid WAB before they received any written confirmation regarding the agreed-upon services or the terms of the Money Back Guarantee.

35. In other instances, WAB required consumers to electronically sign a confirmation letter authorizing WAB to withdraw funds. For many, this was the first or only written correspondence from WAB setting forth terms of their agreement.

36. Sometimes WAB's written correspondence to consumers following its initial calls referenced Rental Services and Collections Services, irrespective of the actual services requested by the consumer or whether WAB had even mentioned Collection Services on the initial call. For example, in emails sent to consumers to confirm their payments to WAB, WAB explained that if the company did not *rent* or *collect* on the consumer's behalf in 180 days, the consumer was entitled to a full refund.

37. WAB's confirmation letter similarly sowed confusion about the terms of its Money Back Guarantee by conflating Rental Services and Collections Services. Specifically, the confirmation letter stated that a consumer could void the Money Back Guarantee by taking certain actions that would impede WAB's ability to carry out its Collection Services.

38. When consumers requested that WAB provide written documentation memorializing or clarifying their agreements, WAB deflected these requests and often failed to provide the requested documentation detailing its obligations to consumers.

***After Persuading Consumers to Make Upfront Payments Based on Promises of Guaranteed Rental Income, Defendants Enlisted Consumers in Their Suspect Collections Services***

39. Defendants linked their Collections Services to their Rental Services. Shortly after persuading consumers to pay upfront fees for Rental Services, Defendants would attempt to convince them to allow WAB to recover money on their behalf from prior timeshare scams.

40. A common timeshare resale scam involves targeting timeshare owners who wish to sell their timeshares and recoup some of the money paid for the timeshare and the ongoing costs of maintaining it. As part of the scam, an individual, purporting to be a broker, contacts a timeshare owner and claims that a buyer is interested in purchasing the owner's timeshare. The broker then collects an upfront fee from the timeshare owner, supposedly to finance the costs of closing the deal. However, there is no actual deal, and the broker absconds with the fee.

41. Defendants pitched to their Rental Services customers that they could recover monies they lost in such timeshare scams.

42. WAB characterized its Collections Services as an additional benefit for its Rental Services customers. On multiple occasions, it did not disclose that a separate fee was owed or expected in exchange for these services.

43. Defendants advertised their Collections Services by suggesting that WAB was the only available resource for those who had been scammed in the past, and in particular, for senior citizens. For example, on the website [www.scamcollectionandsales.com](http://www.scamcollectionandsales.com), Defendants advertised that WAB is “the only business in the country helping Senior Citizens get their money back from rip off companies.”

44. Rather than attempting to recover consumers’ absconded funds from those who perpetrated the timeshare scams, WAB’s Collections Services were aimed at obtaining chargebacks from consumers’ credit card companies. To facilitate this scheme, WAB instructed consumers to request historical statements from their credit card companies and turn them over to WAB. Reviewing these statements, WAB employees identified instances in which the consumer purportedly lost money in a timeshare scam.

45. After identifying supposedly fraudulent charges on consumers’ credit card statements, WAB set up three-way conference calls with consumers and their credit card companies. WAB instructed consumers not to speak during the calls. On these calls, WAB falsely stated to the credit card company representative that the WAB representative was a friend of the cardholder and was helping the cardholder review past statements. The WAB representative did not disclose his or her affiliation with WAB.

46. During these calls, WAB represented to the credit card companies that certain credit card charges were “unauthorized” regardless of whether the consumers actually had authorized the charges at issue. WAB then requested that the credit card company issue a chargeback to the consumer for the allegedly unauthorized transactions.

47. On several occasions, consumers tried to speak up on calls with their credit card companies to explain the nature of the disputed transactions, but the WAB representative intervened and prevented consumers from speaking directly to their credit card company.

48. In one particular instance, when a consumer tried to explain to the credit card company that the disputed charge was in fact authorized, the WAB employee abruptly ended the conference call.

49. On another occasion, a consumer tried to explain on the three-way conference call with WAB and the credit card company representative that the charge had already been resolved. Again, the WAB employee abruptly ended the call before the consumer could explain. WAB subsequently chastised the consumer for interfering with the call.

50. On various occasions, credit card companies issued chargebacks in response to WAB’s misrepresentations. In other instances, the charges could not be reversed because the charges were too old or because the credit card company knew that the consumer had in fact authorized the disputed charge.

51. In an email, a consumer explained to WAB that his bank told him that the disputed charge “wasn’t fraud since [he] allowed the charge to be made.” In response, William O’Hanlon berated the consumer for his honesty, writing:

Your (sic) not supposed to talk to the bank without us. This is why you paid us to represent you. The merchant account is frozen for that company exactly for this reason- refunds. That means the credit card company doesn’t take a loss. So now your (sic) the first person this year didn’t get

your money back (sic), not to mention [an employee] spent hours on the phone with [the credit card company]. All that work for nothing. Why would you do that to yourself? You must be rich and have money to throw away.

52. After one credit card company refused to reverse a charge, WAB attempted to pressure the credit card company into complying with its request by submitting a complaint to the Consumer Financial Protection Bureau (“CFPB”) against the credit card company on the consumer’s behalf. WAB planned to contact the credit card company again after it received a copy of the CFPB complaint to demand reversal of the purportedly fraudulent charge, but the strategy was unsuccessful and WAB failed to obtain a chargeback for the consumer. Despite multiple requests, the consumer never received a refund for any fees paid to WAB, including fees for Rental Services that WAB failed to deliver.

53. In addition to seeking chargebacks from credit card companies, WAB told consumers that they were owed thousands of dollars from the FTC and a state attorney general’s office in the form of restitution. Sometimes WAB claimed the restitution fund was linked to a company that the consumer had done business with in the past.

54. WAB promised to recover this money on a consumer’s behalf in exchange for an upfront fee—a practice that is prohibited by the federal Telemarketing Sales Rule, 16 C.F.R. § 310.4(a)(3).

55. In at least one instance, WAB falsely told a consumer that the FTC had approved a settlement with a timeshare resale scam company and that she was on a list to receive \$15,640. WAB promised to collect this money for the consumer in exchange for a \$3,999 upfront fee. The consumer paid the fee but never received any money from the purported settlement, nor was there any indication from WAB that it was taking steps to obtain this settlement money on her behalf. Later, when the consumer checked the FTC website, she found no record of the settlement.

56. On another occasion, WAB falsely told a consumer that she was owed over \$20,000 in restitution from the Florida Attorney General's Office for money lost in a previous scam. WAB pressured the consumer to sign up for its Collections Service, promising to collect the money in exchange for an upfront fee in the amount of \$3,000. The consumer did not have the money readily available to pay WAB's fee, so the consumer took out a high-interest loan to cover the cost. The consumer received none of the promised restitution from WAB.

***Defendants Failed to Provide Rental Services or Refunds to Consumers as Promised, Often Relying on Collections Services to Avoid Responsibility***

57. Many consumers who signed up for WAB's Rental Services never received any rental income from WAB, let alone the promised \$2,100 per week. Indeed, the Division's investigation has not identified a single consumer that received any rental income.

58. When consumers contacted WAB to inquire about the status of their rental income, WAB gave various excuses for why the timeshare had not been rented as promised. On at least one occasion, WAB told a consumer that the event that was expected to drive up demand for rentals in the timeshare's location did not fill to capacity; on another occasion, WAB falsely told a consumer that a government shutdown was delaying rental checks.

59. As more time elapsed, consumers often began to suspect that WAB was not providing the services it promised. For example, after engaging WAB to rent their "bonus weeks," several consumers contacted RCI about their memberships. To their dismay, these consumers discovered that the "bonus weeks" or "getaway weeks" WAB promised to rent out did not exist. In fact, the terms and conditions of RCI's membership agreements prohibit the use of RCI benefits for commercial purposes, which includes the rental of weeks exchanged through RCI. Some

consumers that paid WAB to find renters for these purported “bonus weeks” were not even members of RCI.<sup>3</sup>

60. When consumers sought refunds for the upfront fees they paid for Rental Services under the Money Back Guarantee—because WAB failed to rent the consumers’ timeshares or provide rental income to consumers as promised—WAB failed to provide refunds.

61. Consumers who called WAB seeking refunds were given the run-around. WAB representatives often told consumers that they had to speak with another employee in a different department or that the person who handled refunds was out sick.

62. WAB sometimes expressly disclaimed its refund policy under the Money Back Guarantee.

63. Other times, WAB claimed that consumers were not entitled to refunds for Rental Services because they had not complied with a term of its Collections Services, even when those customers engaged WAB for Rental Services only.

64. Despite Defendants’ representations that their Rental Services were risk free due to the Money Back Guarantee, they required consumers to participate in WAB’s Collections Services to be eligible for the guarantee. For example, WAB’s terms provide that the Money Back Guarantee (for fees paid for Rental Services) would be void if consumers spoke to their own credit card company to have charges reversed or failed to cooperate with WAB’s efforts to obtain historical credit card statements so that WAB could pursue chargebacks from credit card companies.

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<sup>3</sup> On its website, RCI warns consumers that “third party companies [are] attempting to defraud RCI Members and timeshare owners,” including by “offer[ing] to rent your ‘getaway weeks’, ‘bonus weeks’ or otherwise rent your timeshare week with the promise of sharing the rental profits with you, but requir[ing] payment of an upfront fee.” See, [https://b2b.rci.com/pre-rci-en\\_US/footer/consumer-alerts.page](https://b2b.rci.com/pre-rci-en_US/footer/consumer-alerts.page).

65. To avoid honoring the Money Back Guarantee, Defendants used funds from their credit card chargeback scheme to offset or cancel out the upfront fees they charged consumers for Rental Services that they failed to provide. In so doing, Defendants not only sidestepped the promise to provide no-risk Rental Services, but Defendants essentially charged consumers for Collections Services they previously told consumers were merely an “added benefit” for Rental Services customers.

66. WAB’s conflation of fees paid for Rental Services and money recovered through Collections Services, coupled with its refusal to provide written documentation of its agreements with consumers, confused consumers, especially when they were seeking refunds.

67. Eventually WAB stopped responding to many consumers who requested refunds, and consumers were left with no way to recover their money.

68. Consumers describe consistent experiences when attempting to obtain refunds from Defendants.

- a. On one occasion, WAB represented it could rent a consumer’s timeshare within two weeks. The consumer was also interested in selling her timeshare, and WAB represented that it had a buyer who was interested in purchasing the consumer’s timeshare. The consumer paid \$4,592 to WAB. WAB later informed the consumer that the sale fell through and failed to refund the \$4,592 fee. WAB also failed to rent the consumer’s timeshare. The consumer requested a refund on multiple occasions, but never received her money back.
- b. In one instance, a consumer paid WAB a \$2,899 fee for the Lifetime Membership Program. In another instance, a consumer paid WAB \$1,499 for the Lifetime Membership Program and agreed to pay the remaining balance



after she received her third month of rental income from WAB. Neither consumer ever received any rental income from WAB and, to date, neither consumer has received a refund from WAB despite multiple requests.

- c. On two other occasions, Defendants refused to refund fees for Rental Services that it collected from elderly consumers who did not even own timeshares.

69. As a result, many consumers filed complaints with the BBB against WAB for failing to rent their timeshares or provide refunds.

70. In written submissions responding to consumers' complaints to the BBB, Defendants refused to acknowledge WAB's offers of Rental Services and instead characterized WAB as a collections business. WAB claimed that it collected money on the complaining consumers' behalf as part of its Collections Services, even when the consumers only engaged WAB for Rental Services.

71. At various times, Defendants represented in public statements and responses to BBB complaints that customers who had complained were "senile" and that they failed to remember the successful collections WAB performed on their behalf.

***Defendants Engaged in False, Misleading, and Deceptive Advertising***

72. Defendants compounded their misleading and deceptive sales pitches and unconscionable business practices with false, misleading and deceptive advertising.

73. Defendants maintained various websites to advertise WAB's Rental Services and Collections Services to consumers. These websites include: [www.williamsandrewsburns.com](http://www.williamsandrewsburns.com); [www.wabtimeshare.com](http://www.wabtimeshare.com); [www.vacationtimeshare.com](http://www.vacationtimeshare.com); [www.scamcollectionandsales.com](http://www.scamcollectionandsales.com); [www.leaseyourtimeshareout.com](http://www.leaseyourtimeshareout.com); and [www.resortbnb.com](http://www.resortbnb.com).

74. Much of the content is repeated—sometimes verbatim—across Defendants’ various websites.

75. Several websites state that WAB was founded in 1995 as a collections agency and transitioned into timeshare services in 2007, when in fact it was not established until 2015. For example, the website [www.wabtimeshare.com](http://www.wabtimeshare.com) appeared, in part, as follows:

Home - Williams, Andrews & Burns LLC



## About Us

Williams, Andrews, and Burns LLC was founded in 1995 and quickly grew into one of the largest commercial collection agencies in the country. After seeing the enormous damage inflicted onto unwitting timeshare consumers, WAB transitioned in 2007 into using their deep expertise and experience in debt collection to help individuals who have fallen victim to time share resale fraud.

76. The website www.scamcollectionandsales.com stated that WAB had a partnership with the Salvation Army of Trenton that began in 2018. The webpage appeared as follows:



**NATIONWIDE TIMESHARE SCAM FUNDS RETRIEVAL**

Have you ever known a person that was a victim of a Timeshare Scam?  
 Our clients paid fraudulent timeshare companies through many means; regular check, check by phone, Paypal, credit cards, Western Unions, MoneyGrams, Walmart to Walmart, Green Dot, and bank wire transfers. We are the only business in the country helping Senior Citizens get their money back from rip off companies. This is EXACTLY why WAB LLC has expanded it's businesses in hopes to assist our clientel. Our team is fully bonded and insured to protect and assist in all needs of renting your Timeshare out and Renting a Timeshare for your next vacation. **If you have been a victim of a similar scam, WAB LLC has worked with many clients to retrieve their Losses.**

**CONTACT US FOR YOUR QUOTE TODAY**




**FREE Consultation!**

- ✓ Over 20 years in business!
- ✓ No Collection, No Fee!
- ✓ 30-day free demand service
- ✓ Nationwide coverage
- ✓ Professional Skip-tracing
- ✓ Pre-collection services
- ✓ Fully licensed & bonded

Starting in 2018, in conjunction with the Salvation Army of Trenton, NJ, Williams, Andrews, & Burns is proud to announce that to give back and assist our community, we will be offering entry level employment with our firm for those that complete the drug rehabilitation programming with the Salvation Army.

WE BELIEVE AT GIVING PEOPLE A 2nd CHANCE AT LIFE

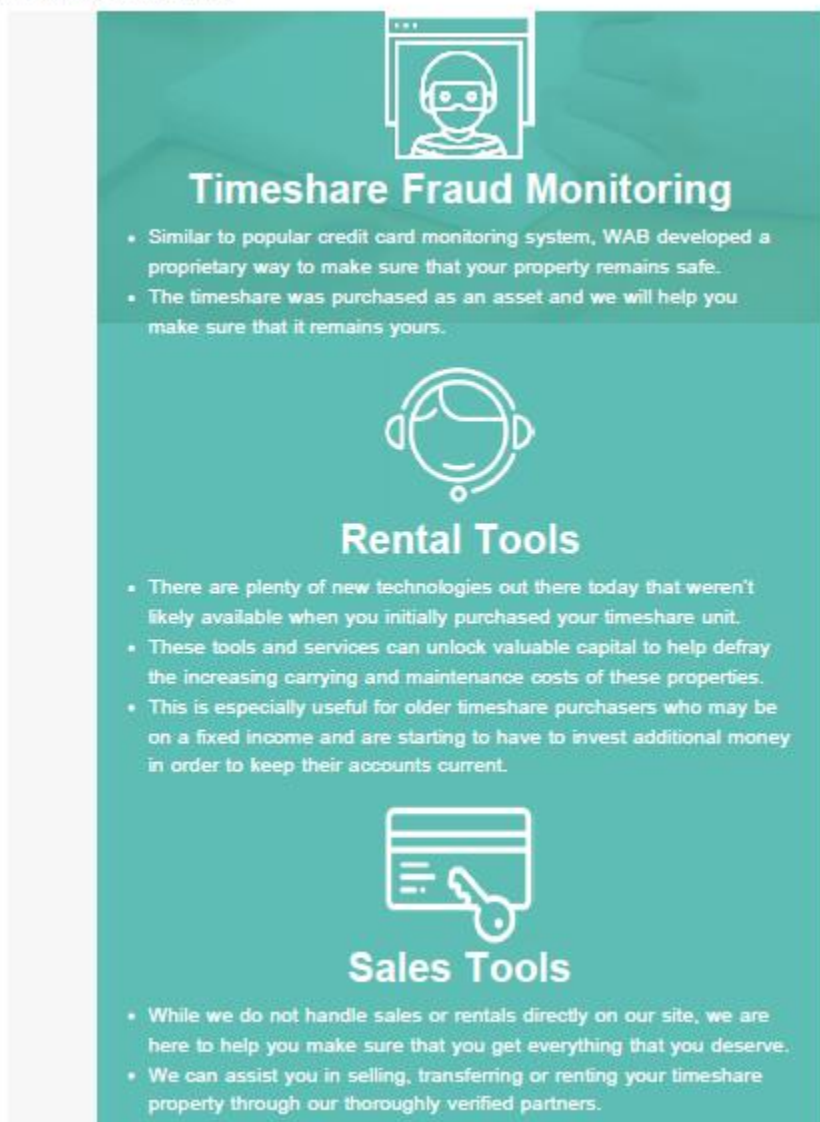


77. However, WAB did not have a partnership with the Salvation Army of Trenton at any time from 2018 to the present.

78. Defendants' website [www.scamcollectionandsales.com](http://www.scamcollectionandsales.com) also advertised "No Collection, No Fee!" However, WAB collected upfront fees from consumers and on multiple occasions failed to refund the fee when WAB failed to recover money for the consumer.

79. Defendants' website [www.wabtimeshare.com](http://www.wabtimeshare.com) listed a number of purported services such as "Timeshare Fraud Monitoring," "Rental Tools," and "Sales Tools," and represents that it "can assist you in selling, transferring or renting your timeshare property through our thoroughly verified partners":

Honzc - Williams, Andrews & Bams LLC



The screenshot displays a teal-colored webpage with three distinct sections, each featuring a white icon and a title. The first section, "Timeshare Fraud Monitoring," includes an icon of a person wearing a mask and glasses. The second section, "Rental Tools," features an icon of a person wearing a headset. The third section, "Sales Tools," has an icon of a document with a key. Each section contains a bulleted list of text.

### Timeshare Fraud Monitoring

- Similar to popular credit card monitoring system, WAB developed a proprietary way to make sure that your property remains safe.
- The timeshare was purchased as an asset and we will help you make sure that it remains yours.

### Rental Tools

- There are plenty of new technologies out there today that weren't likely available when you initially purchased your timeshare unit.
- These tools and services can unlock valuable capital to help defray the increasing carrying and maintenance costs of these properties.
- This is especially useful for older timeshare purchasers who may be on a fixed income and are starting to have to invest additional money in order to keep their accounts current.

### Sales Tools

- While we do not handle sales or rentals directly on our site, we are here to help you make sure that you get everything that you deserve.
- We can assist you in selling, transferring or renting your timeshare property through our thoroughly verified partners.

<http://www.wabtimeshare.com>[3/1/2019 11:40:18 AM]

80. However, in response to subsequent consumer complaints, WAB claimed that it did not offer or perform these services that it advertised on the site.

81. The website [www.williamsandrewsburns.com](http://www.williamsandrewsburns.com) contained a list of “Partial Funds Recovered May 2017” purporting to reflect funds recovered for WAB customers. This list, which was publicly accessible through WAB’s website, included the full names of consumers, the amount of “scammed funds [WAB] ha[s] retrieved in the month of May 2017” for those consumers, and the consumers’ credit card company from which the funds were retrieved.

82. At various times, WAB emailed a thirty-second recording of a WAB radio spot to consumers that had aired on KYW News Radio in the Philadelphia metro area and parts of southern New Jersey. In the email, WAB stated that “KYW does a complete background check before allowing any business to advertise on the radio” and “[t]here (sic) legal department was very impressed that our company is collecting 1.5 million dollars a year for Senior Citizens who are victims of timeshare fraud.” This was false. The radio station never did a background check of WAB.

***Defendant William O’Hanlon Personally and Directly Participated in WAB’s Fraudulent, Misleading, Deceptive, and Unconscionable Conduct***

83. At all relevant times, William O’Hanlon (“O’Hanlon”) participated in the management of WAB and has been an authorized representative, and/or president of WAB and has controlled, directed, and/or participated in the management and operation of that entity.

84. At varying times, O’Hanlon communicated directly with consumers over the phone and by email. Among other things, he participated directly in persuading consumers to pay for WAB’s Rental Services, addressed consumers’ inquiries, and responded to consumers’ complaints. Upon information and belief, O’Hanlon also controlled if and when refunds would be issued to consumers on behalf of WAB.

85. On at least one occasion, O'Hanlon personally signed up a consumer for WAB's Rental Services for an upfront fee of \$1,899. O'Hanlon told the consumer that the normal turnaround time for receiving rental income was 45 to 60 days. That consumer never received any rental income and never received a refund, despite requesting one multiple times from WAB.

86. When O'Hanlon signed the consumer up for WAB's Rental Services, the consumer asked O'Hanlon about WAB's advertised Money Back Guarantee in the event the timeshare was not rented. O'Hanlon responded, "it never happens." To the contrary, this consumer, like a multitude of other consumers, never received any rental income from WAB and never received a refund.

87. At varying times, by email and by phone, O'Hanlon stated to consumers that WAB did not have any complaints against it. However, O'Hanlon was aware that WAB had received many complaints from dissatisfied consumers who did not receive the services promised by WAB.

88. O'Hanlon signed WAB's responses to consumer complaints filed with the BBB. In these responses, he claimed that consumers were lying about the services that WAB promised to provide.

89. In at least one instance, O'Hanlon stated that WAB had collected "more than 10k" for a consumer and claimed the consumer "doesn't remember any of the work we do for her." However, WAB did not collect or recover more than \$10,000 for the consumer; nor did it remit the rental income that it promised to send to the consumer.

90. In at least one response to a BBB complaint, O'Hanlon stated that WAB is solely a collections agency and denied involvement in timeshare sales, even though the consumer paid WAB to sell her timeshare and WAB claimed at the time to have a buyer willing to purchase the consumer's timeshare.

91. After another consumer filed a complaint with the BBB, O’Hanlon responded by posting the consumer’s personal information on a WAB Facebook page. This posted information included the consumer’s credit card number, date of birth, partial social security number, and answers to security questions.

## COUNT I

### **VIOLATION OF THE CFA BY DEFENDANTS (UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)**

92. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if set forth herein.

93. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby . . .

94. The CFA defines “merchandise” as including “any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale.” N.J.S.A. 56:8-1(c).

95. At all relevant times, Defendants have been engaged in the advertisement, offer for sale and sale of merchandise within the meaning of N.J.S.A. 56:8-1(c), including, but not limited to Rental Services and Collections Services related to timeshares.

96. In the operation of their business, Defendants have engaged in the use of unconscionable commercial practices and acts of deception.

97. Defendants have engaged in unconscionable commercial practices and acts of deception including, but not limited to, the following:

- a. Offering for sale and/or selling Collections Services and/or Rental Services, accepting consumer payments for such services, and then failing to provide all of the paid-for services;
- b. Failing to respond to consumers' requests for refunds for incomplete Rental Services and/or Collections Services;
- c. Failing to honor their advertised Money Back Guarantee by refusing to refund money paid by consumers when Defendants failed to rent consumers' timeshares within a specified time period;
- d. Taking consumer payments relating to Rental Services and/or Collections Services and then only providing partial refunds in response to consumer requests;
- e. Offering Collections Services to consumers who purchased Rental Services without requesting or disclosing an additional fee and later claiming that consumers' payments for Rental Services were in fact payments for Collections Services;
- f. Publicly posting on a WAB social media page a consumer's personal information after that consumer filed a complaint with the BBB against WAB, including the consumer's credit card number, date of birth, partial social security number, and security question answers;
- g. Responding to public statements and BBB complaints that its customers were "senile" and they failed to remember the collections WAB performed on behalf of the consumers;
- h. Pressuring consumers to mislead credit card companies on conference calls between the consumer, WAB, and the credit card company, including, among other things, making up a fictitious fraud charge to recover money on the consumer's behalf and misrepresenting to credit card company representatives that WAB employees were friends of the cardholder and were helping the cardholder review past statements without disclosing their affiliation with WAB;
- i. Withdrawing funds from consumer bank accounts without authorization to do so;
- j. Collecting payments from consumers for services sold through telemarketing using remotely created payment orders, requiring consumers



to give Defendants their bank routing number and bank account number thereby enabling Defendants to draft remotely created checks from consumers' bank accounts without their signatures;

- k. Requesting and/or receiving payment for assistance in recovering money on the consumer's behalf prior to seven business days after the date when the recovered money was delivered to the consumer; and
- l. Failing to provide written documentation to consumers upon request memorializing consumers' agreements with WAB on services provided.

98. Each unconscionable commercial practice and/or act of deception by Defendants constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

## **COUNT II**

### **VIOLATION OF THE CFA BY DEFENDANTS (FALSE PROMISES, MISREPRESENTATIONS)**

99. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if set forth herein.

100. Defendants' conduct in violation of the CFA includes, but is not limited to, the following false promises and/or misrepresentations:

- a. Representing on phone calls to consumers that WAB would rent the timeshares for them, which would, in turn, allow consumers to receive rental income from WAB, when such was not the case;
- b. Representing that consumers had "bonus weeks" or "getaway weeks" through a vacation exchange company that Defendants could rent on behalf of the consumers, when such was not the case;
- c. Representing on phone calls to consumers that Defendants, in exchange for a fee, would recover restitution payments from governmental agencies, i.e., the FTC and a state attorney general's office, when such was not the case;
- d. Representing on several websites that WAB was founded in 1995, and transitioned to timeshares in 2007, when such was not the case;
- e. Promising a "Money Back Guarantee" of all money paid by consumers if Defendants failed to rent the consumers' time shares within a specified time period, and then refusing to honor such promise;

- f. Representing that WAB has a partnership with the Salvation Army of Trenton that began in 2018, when such is not the case;
- g. Representing on Defendants' website "No Collection, No Fee!" when Defendants in fact failed to refund the fee to consumers for whom they failed to collect;
- h. Representing on Defendants' website that WAB "can assist you in selling, transferring, or renting your timeshare property through our thoroughly verified partners," when Defendants failed to provide these paid-for services;
- i. Representing on Defendants' website that WAB is "the only business in the country helping Senior Citizens get their money back from rip off companies," when such was not the case;
- j. Representing in emails to consumers containing a radio advertisement that the radio station conducted "a completed background check before allowing any business to advertise on the radio," and "[t]here (sic) legal department was very impressed that our company is collecting 1.5 million dollars a year for Senior Citizens who are victims of timeshare fraud," when no such background check was conducted; and
- k. Sending emails to consumers with the subject line: "Fw: WAB Collections and Rentals with Tax ID# \$2100 per week Guaranteed!" when Defendants failed to provide any rental income to consumers.

101. Each false promise and/or misrepresentation by Defendants constitutes a separate violation under CFA, N.J.S.A. 56:8-2.

### **COUNT III**

#### **VIOLATION OF THE ADVERTISING REGULATIONS BY DEFENDANTS**

102. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if set forth herein.

103. The Advertising Regulations, N.J.A.C. 13:45A-9.1 to -9.8, address, among other issues, general advertising practices.

104. Specifically, the Advertising Regulations governing general advertising practices provide, in relevant part:

(a) Without limiting the application of N.J.S.A. 56:8-1 et seq., the following practices shall be unlawful with respect to all advertisements:

...

9. The making of false or misleading representations of facts concerning the reasons for, existence or amounts of price reductions, the nature of an offering or the quantity of advertised merchandise available for sale.

[N.J.A.C. 13:45A-9.2(a)9.]

105. Defendants violated the Advertising Regulations by engaging in certain conduct including, but not limited to:

- a. Advertising in emails, text messages, and telemarketing calls a Money Back Guarantee whereby Defendants would refund money paid for Rental Services if Defendants failed to rent timeshares within a specified period, but then failing to provide requested refunds when they failed to rent consumers' timeshares;
- b. Representing on Defendants' website [www.wabtimeshare.com](http://www.wabtimeshare.com) that WAB, "can assist you in selling, transferring or renting your timeshare property through our thoroughly verified partners," when such was not the case;
- c. Representing on Defendants' website that WAB is "the only business in the country helping Senior Citizens get their money back from rip off companies," when such was not the case;
- d. Representing on Defendants' website [www.williamsandrewsburns.com](http://www.williamsandrewsburns.com) that a consumer received \$1,000.00 in recovery on two (2) separate occasions, when such was not the case;
- e. Representing in emails to consumers containing a radio advertisement that the radio station conducted "a completed background check before allowing any business to advertise on the radio," and "[t]here (sic) legal department was very impressed that our company is collecting 1.5 million dollars a year for Senior Citizens who are victims of timeshare fraud," when no such background check was conducted; and

- f. Sending emails to consumers with the subject line: “Fw: WAB Collections and Rentals with Tax ID# \$2100 per week Guaranteed!” when Defendants failed to provide any rental income to consumers.

106. Defendants’ conduct constitutes multiple violations of the Advertising Regulations, specifically N.J.A.C. 13:45A-9.2(a)9, each of which constitutes a per se violation of the CFA.

#### **COUNT IV**

#### **VIOLATIONS OF THE CFA AND THE ADVERTISING REGULATIONS BY WILLIAM O’HANLON**

107. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if set forth herein.

108. At all relevant times, William O’Hanlon has been an authorized representative, and/or president of WAB and has controlled, directed, and/or participated in the management and operation of that entity, including the conduct alleged in this Complaint.

109. In that capacity, William O’Hanlon actively participated in WAB’s management and operations, including, but not limited to, the following conduct:

- a. communicating directly with consumers over the phone and by email;
- b. misrepresenting to consumers that WAB did not have any complaints against it;
- c. personally signing up a consumer for Rental Services and telling the consumer the normal turnaround time for rental income was 45 to 60 days, however the consumer never received any rental income;
- d. misrepresenting, in response to a consumer’s question about the Money Back Guarantee in the case where the timeshare fails to rent, that “it never happens”;
- e. signing responses WAB sent to the BBB after consumers filed complaints and claiming that the consumers were lying about the services that WAB promised to provide;
- f. misrepresenting that WAB had collected more than \$10,000 for a consumer and that the consumer did not remember any of the work WAB did for them, however the consumer did not recover more than \$10,000 and did not receive any rental income promised by Defendants;

- g. misrepresenting, in responses to a BBB complaint, that WAB is solely a collections agency and denying involvement in timeshare sales; and
- h. posting a consumer's personal information on a WAB social media page after the consumer filed a complaint with the BBB against WAB, which included the consumer's credit card number, date of birth, partial social security number, and security question answers.

110. The conduct of William O'Hanlon makes him personally liable for the violations of the CFA and/or the Advertising Regulations committed by WAB.

### COUNT V

#### **VIOLATIONS OF THE CFA BY DEFENDANTS (CAUSING INJURY TO SENIOR CITIZENS)**

111. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if set forth herein.

112. The CFA, N.J.S.A. 56:8-14.3, provides for additional penalties for pecuniary injury to a senior citizen or a person with a disability:

In addition to any other penalty authorized by law, a person who violated the provisions of [the CFA] shall be subject to additional penalties as follows:

1. A penalty of not more than \$10,000 if the violation caused the victim of the violation pecuniary injury and the person knew of should have known that the victim is a senior citizen . . . ; or
2. A penalty of not more than \$30,000 if the violation was part of a scheme, plan, or course of conduct directed at senior citizens . . . in connection with sales or advertisements.

[N.J.S.A. 56:8-14.3]

113. A "senior citizen" is defined as a natural person 60 years of age or older. N.J.S.A. 56:8-14.2.

114. At all relevant times, Defendants advertised, offered for sale, and/or sold time share rental and debt collection services to “senior citizens” within the definition of the CFA, N.J.S.A. 56:8-14.2.

115. At all relevant times, Defendants have caused pecuniary injury to senior citizens within the definition of the CFA, N.J.S.A. 56:8-14.2. Defendants directly targeted senior citizens as part of their marketing and sales practices both on Defendants’ website and through unsolicited telemarketing calls. Defendants knew that their conduct was directed at senior citizens, and their conduct caused senior citizens to suffer pecuniary injury.

116. Among other things, Defendants’ conduct included:

- a. Representing in emails to consumers containing a radio advertisement that the radio station conducted “a completed background check before allowing any business to advertise on the radio,” and “[t]here (sic) legal department was very impressed that our company is collecting 1.5 million dollars a year for Senior Citizens who are victims of timeshare fraud,” when no such background check was conducted;
- b. Representing on Defendants’ website that WAB is “the only business in the country helping Senior Citizens get their money back from rip off companies,” when such was not the case;
- c. In at least 54 instances, entering into transactions with consumers over the age of 60 to provide Rental Services and/or Collections Services, accepting consumer payments for such services, and then failing to complete the paid-for services;
- d. In at least one instance charging a 94 year-old consumer \$2,865 for services relating to a timeshare that the consumer no longer owned; and
- e. Representing in public statements and responses to BBB complaints that its customers were “senile” and that they failed to remember the successful collections WAB performed on their behalf.

117. Each instance in which Defendants engaged in deceptive practices in the marketing and sale of Rental Services and/or Collections Services and caused pecuniary injuries to senior citizens entitles the Division to recovery of additional penalties as provided by N.J.S.A. 56:8-14.2.

**PRAYER FOR RELIEF**

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment against Defendants:

- (a) Finding that the acts and practices of Defendants constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 to -226, and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 to -9.8;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under their control, from engaging in, continuing to engage in or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 to -226, and/or the Advertising Regulations, N.J.A.C. 13:45A-9.1 to -9.8, including, but not limited to, the acts and practices alleged in this Complaint, as authorized by the CFA, N.J.S.A. 56:8-8;
- (c) Permanently enjoining Defendants from owning, operating or otherwise managing any business or other entity in the State, whether registered with the Division or not, that advertises, offers for sale, sells and/or performs Collections Services and/or Rental Services within the State;
- (d) Permanently enjoining Defendants from the advertisement, offer for sale, sale and performance of Collections Services and/or Rental Services within the State;
- (e) Cancelling William Andrews Burns LLC's Certificate of Formation in the State;
- (f) Finding William O'Hanlon personally liable for the violations of the CFA, N.J.S.A. 56:8-1 to -226, and the Advertising Regulations, N.J.A.C. 13:45A-9.1 to -9.8, committed by WAB;
- (g) Directing Defendants, jointly and severally, to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any alleged practice herein to be unlawful and found to be unlawful, as authorized by N.J.S.A. 56:8-8;
- (h) Directing Defendants, jointly and severally, to pay the maximum statutory civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;
- (i) Directing Defendants, jointly and severally, to pay costs and fees, including attorneys' fees, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and 56:8-19; and

- (j) Granting such other relief as the interests of justice may require.

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: /s/Stephanie M. Asous  
Stephanie M. Asous  
Monica E. Finke  
Deputy Attorneys General  
Consumer Fraud Prosecution Section

Dated: November 5, 2021  
Newark, New Jersey



**RULE 4:5-1 CERTIFICATION**

I certify, to the best of my information and belief, that the matter in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 to -226, and the Advertising Regulations, N.J.A.C. 13:45A-9.1 to -9.8, is not the subject of any other action pending in any other court of this State. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: /s/Stephanie M. Asous  
Stephanie M. Asous  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: November 5, 2021  
Newark, New Jersey

**RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

ANDREW J. BRUCK  
ACTING ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: /s/Stephanie M. Asous  
Stephanie M. Asous  
Deputy Attorney General  
Consumer Fraud Prosecution Section

Dated: November 5, 2021  
Newark, New Jersey

