

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

Case No.: 9:18-cv-81251-REINHART

WYNDHAM VACATION OWNERSHIP, INC. a Delaware corporation; WYNDHAM VACATION RESORTS, INC., a Delaware corporation, WYNDHAM RESORT DEVELOPMENT CORPORATION; an Oregon Corporation, and SHELL VACATIONS, LLC, an Arizona limited liability company,

Plaintiffs,

v.

US CONSUMER ATTORNEYS, P.A., a Florida professional corporation; HENRY PORTNER, ESQ. an individual; ROBERT SUSSMAN, an individual; PLUTO MARKETING INC., a Nevada corporation; and 1PLANETMEDIA INC, a Nevada corporation; JOHN DOES #1-50;

NEWTON GROUP TRANSFERS, LLC, a Michigan limited liability company,

Cross-Claim Plaintiff,

v.

US CONSUMER ATTORNEYS, P.A., a Florida professional corporation;

Cross-Claim Defendant.

STIPULATED FINAL PERMANENT INJUNCTION ORDER

This cause having come to be heard upon the Joint Stipulation of Plaintiffs, Wyndham Vacation Ownership, Inc., Wyndham Vacation Resorts, Inc., Wyndham Resort Development

Corporation, and Shell Vacations, LLC (collectively, “Wyndham”), and Defendants, U.S. Consumer Attorneys, P.A. and Henry Portner, Esq. (collectively, the “Defendants”) (Wyndham and Defendants together, the “Parties”), pursuant to Federal Rule of Civil Procedure 65(d), for entry of this Stipulated Final Permanent Injunction Order (“Permanent Injunction”), and the parties having further jointly stipulated (as detailed below), the following stipulations are incorporated herein:

1. Wyndham filed its Complaint against the Defendants and various entities affiliated with the Defendants in the United States District Court for the Southern District of Florida, styled as *Wyndham Vacation Ownership, Inc., et al., v. U.S. Consumer Attorneys, P.A., et al.*, Case No. 9:18-cv-81251-BER (the “Litigation”). In the Litigation, Wyndham asserted claims against Defendants for (1) violation of the Lanham Act, 15 U.S.C. § 1125; (2) a contributory violation of the Lanham Act, 15 U.S.C. § 1125; (3) tortious interference with contractual relations; (4) civil conspiracy to commit tortious interference; and (5) a violation of Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”).

2. Wyndham and the Defendants stipulate to the entry of this Permanent Injunction to resolve all matters in dispute in this Litigation between them.

3. The Defendants acknowledge the jurisdiction of this Court for purposes of entering and enforcing this Permanent Injunction, and waive:

- a. Any further procedural steps; and
- b. Any right to appeal, seek judicial review or otherwise challenge or contest the validity of this Permanent Injunction.

4. Defendants acknowledge and agree that they enter into this Permanent Injunction knowingly and willfully and with full understanding of its terms, having reviewed them after due consideration, and with opportunity to have separate legal counsel review its terms.

DEFINITIONS

5. As used herein, “Wyndham” means the named Plaintiffs in the Litigation, Wyndham Vacation Ownership, Inc., Wyndham Vacation Resorts, Inc., Wyndham Resort Development Corporation, and Shell Vacations, LLC, as well as all subsidiaries and affiliated companies, including but not limited to, SVC-West, LLC, SVC-Americana, LLC, and SVC-Hawaii, LLC, as well as all resorts and related homeowners associations of these named Plaintiffs, including but not limited to, those resorts listed on the attached **Exhibit “A”**, and any additional subsidiaries, affiliates, resorts and homeowner associations that may come into existence after entry of this Permanent Injunction.

6. As used herein, “Defendants” means Defendants U.S. Consumer Attorneys, P.A. and Henry Portner, Esq., and all other persons or entities who are in active concert or participation with any of them.

7. As used herein, “Wyndham Interest” shall be interpreted broadly to include any Wyndham timeshare interest, Wyndham points-based program, or other Wyndham vacation ownership interest of any kind, including but not limited to, all current Wyndham timeshare products and all legacy products affiliated with Wyndham.

8. As used herein, “Wyndham Owner” means:

- a. a person who owns a Wyndham Interest; or
- b. a person who has an existing payment obligation in favor of Wyndham related in any way to a Wyndham Interest; or

- c. a person who is otherwise an owner, member, renter, and/or guest (regardless of whether they have yet purchased a Wyndham Interest) of any Wyndham Interest, regardless of the form, in:
 - i. any resort listed on the attached **Exhibit “A”**;
 - ii. any resort acquired or developed by, or that becomes an affiliated resort of Wyndham or any of its subsidiaries and/or affiliates after the entry of this Permanent Injunction upon receiving written notification of the same, or
 - iii. any owner of a points-based timeshare ownership program denominated as a Wyndham points-based program.

9. As used herein, “Third-Party Exit Company” and/or “TPE” refer to any individual or business that advertises, markets, solicits or provides, or alleges to provide (whether valid or not), any product, service, plan, or program represented, whether expressly or by implication, to:

- a. Cancel, rescind, terminate, or otherwise effectuate an exit from a timeshare interest, including a Wyndham Interest;
- b. Cancel, rescind, terminate, reduce or otherwise alleviate any timeshare owner’s payment obligation to a timeshare developer and/or any homeowners association, whether based upon a promissory note, mortgage, maintenance fee, credit card agreement, or any other contract;
- c. Assist any timeshare owner in obtaining a refund of any payments made by the timeshare owner and associated with any timeshare interest, including but not limited to, mortgage payments, maintenance fees, club dues, and/or the purchase price of the timeshare interest;

- d. Represent, negotiate, obtain, or arrange a surrender, quit claim transfer, transfer back to an association, or a deed-in-lieu of foreclosure of a timeshare interest;
- e. Offer or provide timeshare listing, resale, rental, financing, transfer, permanent or temporary trade-in, or other services or programs to any timeshare owner;
- f. Provide, whether for profit or not for profit, any timeshare owner with draft correspondence to send to a timeshare developer, a governmental entity, regulator, or any consumer advocacy group, drafts or templates of papers or pleadings to be filed or submitted in any court action commenced in regard to a timeshare interest and/or any payment obligation in favor of a timeshare developer, or otherwise give any assistance, whether in the provision of forms, templates, samples, instructions or otherwise to any timeshare owner; or
- g. Provide advice or assistance in regard to any timeshare owner's credit record, credit repair request, or debt validation request in connection with a timeshare owner's timeshare interest, including but not limited to the timeshare owner's exit, termination, cancellation, rescission, or release of a timeshare interest.

APPLICABLE LAW

10. A district court may grant permanent injunctive relief where it is shown that (1) there is actual success on the merits, (2) irreparable injury will be suffered unless the injunction issues; (3) the threatened injury to the movant outweighs whatever damage the proposed injunction may cause the opposing party; and (4) if issued, the injunction would not be adverse to the public interest. *Siegel v. LePore*, 234 F.3d 1163, 1176 (11th Cir. 2000).

11. “[A] consent decree must spring from and serve to resolve a dispute within the court's subject-matter jurisdiction.” *Local No. 93, Int'l Ass'n of Firefighters, AFL-CIO C.L.C. v.*

City of Cleveland, 478 U.S. 501, 525 (1986). “[I]n addition to the law which forms the basis of the claim, the parties’ consent animates the legal force of a consent decree.” *Id.*

12. This injunction is entered pursuant to the false advertising provisions of Lanham Act, 15 U.S.C. § 1125(a), and the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.*, which are within the Court’s subject-matter jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367.

PROHIBITIONS AGAINST DEFENDANTS

13. It is hereby **ORDERED AND ADJUDGED** that Defendants, their agents and employees, and all other persons or entities who are in active concert or participation with any of them, whether currently known or subsequently identified, shall be and agree to be **PERMANENTLY RESTRAINED AND ENJOINED** from, directly or indirectly, engaging in the following advertising and/or trade practices:

- a. Advertising, marketing, selling, or otherwise communicating a process, procedure, service, or ability to terminate a timeshare interest to any Wyndham Owner, including without limitation a guaranteed or permanent process to “cancel,” “terminate,” “rescind,” “exit,” “end,” “redeem,” “release,” or “remove” (or derivation thereof) such timeshare interests;
- b. Advertising, marketing, selling, or otherwise communicating the ability to terminate a timeshare interest, including without limitation the ability to “cancel,” “terminate,” “rescind,” “exit,” “end,” “redeem,” “release,” or “remove” (or derivation thereof) any Wyndham Owner from his or her timeshare interest;
- c. Advertising, marketing, selling, or otherwise communicating the ability to terminate a Wyndham Owner’s obligation to make future payments on a timeshare interest;

- d. Advertising, marketing, or otherwise communicating that no secondary market exists for the sale, resale, or transfer of timeshare interests, including Wyndham Interests;
- e. Advertising, marketing, or otherwise communicating with any Wyndham Owner that his or her children, family members, or other heirs, devisees, or legatees will be encumbered with his or her timeshare interest or the obligations attendant thereto;
- f. Advertising, marketing, or otherwise communicating that Wyndham will not address timeshare owners' concerns about ending their timeshare ownership;
- g. Advertising, marketing, or otherwise communicating a 100% money-back guarantee or refund tied to any process to "cancel," "terminate," "rescind," "exit," "end," "redeem," "release," or "remove" (or derivation thereof) any Wyndham Owner from his or her timeshare interest; or
- h. Advertising, marketing, or otherwise communicating with any Wyndham Owner in any manner that conceals or misrepresents the location of the Defendants' business operations.

14. In addition to the above, it is hereby **ORDERED AND ADJUDGED** that Defendants, their agents and employees, and all other persons or entities who are in active concert or participation with any of them, whether currently known or subsequently identified, shall be and agree to be **PERMANENTLY RESTRAINED AND ENJOINED** from, directly or indirectly, engaging in the following acts:

- a. Advising or inducing any Wyndham Owner to stop making payments under their existing contracts, stop paying their loans, stop paying their maintenance fees,

transfer their timeshare interest, rescind or terminate their timeshare interest, exit their timeshare interest, or to otherwise violate or breach their timeshare obligations, timeshare contracts and/or memberships.

- b. Marketing to, soliciting or in any way communicating with or assisting others in marketing to, soliciting or communicating with any Wyndham Owner relating to the timeshare industry or any TPE;
- c. Preparing, causing to be prepared, or otherwise assisting any other person or entity to prepare, whether directly or indirectly, any correspondence directed to a timeshare developer on behalf of any Wyndham Owner;
- d. Making or engaging in any statement or communication, whether oral, written, electronic, or otherwise, about or relating to timeshare developers unless otherwise required pursuant to applicable state and/or federal law including, without limitation, obligations imposed under applicable rules of civil procedure;
- e. Directing, suggesting or advising, or assisting others in directing, suggesting, or advising any Wyndham Owner to stop, cease, or withhold any payment related to any timeshare interest, including without limitation, related promissory notes, mortgage obligations, and/or maintenance fees;
- f. Making any statement, advising or suggesting, or otherwise assisting any other person or entity in making any statement, directly or by implication, that directs or in any way encourages a Wyndham Owner to stop making any payment related to their timeshare interest;
- g. Offering any product or service as a TPE to a Wyndham Owner;

- h. Assisting any other individual or entity engaged in marketing the services of a TPE, or otherwise providing services as a TPE, to any Wyndham Owner, including, without limitation, the following individuals and entities: 1PlanetMedia, Inc., Pluto Marketing, Inc., Markos “Chance” Shapiro, Rocio Mujica Thompson, Steven Schwarz, Mark Merlino, Tisha Williams, Anthony Espinoza, Timeshare Attorneys of America, LLC, U.S. Consumer Attorneys, LLC, Attorney Advocates of America, LLC, Esmeralda Group, LLC, and/or Fonbuena Law Firm, PLLC d/b/a Timeshare Defense Attorneys.
- i. Using, disseminating, selling, transferring, sharing, or otherwise providing to any person the names or contact information of any Wyndham Owner to (a) any TPE, (b) any individual or entity affiliated with any TPE, or (c) any individual or entity with the purpose that such information ultimately be provided to a TPE;
- j. Referring or directing any Wyndham Owner to other persons or entities who offer or provide services as a TPE, or referring or directing any Wyndham Owner to any law firm or attorney, or any other legal services organization for matters relating to the timeshare industry or any TPE.
- k. Preparing or transmitting, or otherwise assisting any other person or entity to prepare or transmit, whether directly or indirectly, on behalf of any Wyndham Owner, any correspondence or complaints to any governmental agency or regulatory body relating to the timeshare industry or any timeshare developer, including without limitation, the Federal Trade Commission, the Consumer Financial Protection Bureau, or any State’s attorney general, unless such documents are requested from any such entity;

- l. Knowingly using any Wyndham intellectual property, copyrights, or registered trademarks, or any other registered trademark owned by or licensed to Wyndham, in any published materials, promotions, advertising, marketing, online web content, correspondence or in any other format whatsoever;
- m. Participating in any form in the direct or indirect solicitation of any Wyndham Owner relating to the timeshare industry or any TPE, including but not limited to solicitation by proxy, or the use of any third parties (including, without limitation, other TPEs, law firms, timeshare resale and transfer companies, marketing companies, title companies, or closing companies);
- n. Contacting and/or having any communication, written or otherwise, with any Wyndham employee¹ specifically for the purpose of obtaining Wyndham Owner contact information ; and
- o. Attempting to obtain, transmit, purchase, or sell Wyndham Owner lists, check-in lists, sales records, or any proprietary or non-public Wyndham business records or data, regardless of where such information was obtained.

15. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that:

Defendants, their agents, employees and/or those acting in concert are notified that any act in violation of any of the terms hereof may be considered and/or prosecuted as contempt of this Court. The Court shall retain jurisdiction over the parties to this Permanent Injunction and this case for the purpose of construing, interpreting, implementing, and enforcing the terms of this Permanent Injunction, including but not limited to the imposition of sanctions and civil fines as a result of any violation of the terms contained herein.

¹ For purposes of this injunction, Wyndham Employee shall mean any employee of Wyndham. This includes any employee of a Wyndham property listed on Exhibit A, the corporate offices of Wyndham or any of the outside consultants, affiliates, and/or related entities that may have access to Wyndham Owner information.

In the event of an alleged violation of this Permanent Injunction, and to the extent the alleged violation is curable, Wyndham may notify the breaching party, in writing, of the alleged violation. If the alleged violator of this Permanent Injunction fails to cure the alleged violation within five (5) business days, and a judicial determination is later made that the breaching party(ies) was/were in violation of the terms of this Permanent Injunction, Wyndham, in addition to injunctive and other relief the Court may provide, shall be entitled to liquidated damages in the amount of \$60,000 per violation of this Permanent Injunction, plus an additional \$3,000 per diem for each day the breaching party(ies) is/are found to have remained in violation after receiving written notice from Wyndham. To the extent that the violation involves conduct directed to or involving a specific Wyndham Owner (opposed to Wyndham Owners generally), each such Wyndham Owner shall constitute a separate violation. The Parties stipulate that the damages for breaching this Permanent Injunction are speculative, that liquidated damages are appropriate in this instance, and that the amount of liquidated damages set forth in this Permanent Injunction are reasonable.

If any provision of this Permanent Injunction shall be held invalid or unenforceable, the remainder shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

Each party agrees to bear its own costs and attorney's fees and its portion of any court cost.

DONE AND ORDERED this 21st day of October, 2020.



HONORABLE BRUCE E. REINHART
United States Magistrate Judge

Exhibit A

Resort

Bay Club

Bluebeard's Beach Club

Dolphin's Cove Resort

Elysian Beach Resort

Fairfield Harbour

Fairfield Plantation

Fairfield Orlando at Star Island

Grand Chicago Riverfront

Harbortown Point

Kauai Beach Villas

King Cotton Villas Makai Club

Makai Club Cottages

Orlando International Resort Club Star Island

Wyndham Anaheim

Wyndham Angels Camp

Wyndham Austin

Wyndham Avenue Plaza

Wyndham Bali Hai Villas

Wyndham Bay Club II

Wyndham Bay Voyage Inn

Wyndham Beach Street Cottages

Wyndham Bentley Brook

Wyndham Bison Ranch

Wyndham Bonnet Creek Resort

Wyndham Branson at The Falls

Wyndham Branson at The Meadows I& II

Wyndham Canterbury at San Francisco

Wyndham Clearwater Beach Resort

Wyndham Cypress Palms

Wyndham Desert Blue

Wyndham Durango

Wyndham Dye Villas at Myrtle Beach

Wyndham Flagstaff

Wyndham Galena

Wyndham Governor's Green

Wyndham Grand Desert
Wyndham Grand Lake
Wyndham Harbour Lights
Wyndham Indio
Wyndham Inn on Long Wharf
Wyndham Inn on the Harbor
Wyndham Ka Eo Kai
Wyndham Kingsgate
Wyndham Kona Hawaiian Resort
Wyndham La Belle Maison
Wyndham La Cascada
Wyndham Lake of the Ozarks
Wyndham Long Wharf
Wyndham Mauna Loa Village
Wyndham Midtown 45 at New York City
Wyndham Mountain Vista
Wyndham Nashville
Wyndham Newport Onshore
Wyndham Newport Overlook
Wyndham Ocean Boulevard I - IV
Wyndham Ocean Ridge
Wyndham Ocean Walk
Wyndham Oceanside Pier Resort
Wyndham Old Town Alexandria
Wyndham Pagosa
Wyndham Palm-Aire
Wyndham Park City
Wyndham Patriots' Place
Wyndham Pinetop
Wyndham Plantation Resort
Wyndham Rancho Vistoso
Wyndham Resort at Avon
Wyndham Resort at Fairfield Bay
Wyndham Resort at Fairfield Glade
Wyndham Resort at Fairfield Mountains
Wyndham Resort at Fairfield Sapphire Valley
Wyndham Rio Mar, A Margaritaville Vacation Club Resort
Wyndham Riverside Suites
Wyndham Royal Sea Cliff
Wyndham Royal Vista
Wyndham Santa Barbara
Wyndham Sea Gardens
Wyndham SeaWatch Plantation
Wyndham Sedona
Wyndham Shearwater

Wyndham Skyline Tower
Wyndham Smoky Mountains
Wyndham South Shore
Wyndham St. Thomas, A Margaritaville Vacation Club Resort
Wyndham Sundara Cottages at Wisconsin Dells
Wyndham Tamarack
Wyndham Taos
Wyndham Tropicana at Las Vegas
Wyndham Vacation Resorts Emerald Grande at Destin
Wyndham Vacation Resorts Great Smokies Lodge
Wyndham Vacation Resorts Lake Marion
Wyndham Vacation Resorts Panama City Beach
Wyndham Vacation Resorts Reunion at Orlando
Wyndham Vacation Resorts Royal Garden at Waikiki
Wyndham Vacation Resorts Shawnee Village
Wyndham Vacation Resorts Smugglers' Notch Vermont
Wyndham Vacation Resorts Steamboat Springs
Wyndham Vacation Resorts Towers on the Grove at North Myrtle Beach
Wyndham Vacation Resorts at Glacier Canyon
Wyndham Vacation Resorts at Majestic Sun
Wyndham Vacation Resorts at National Harbor
Wyndham Westwinds
Wyndham at The Cottages
Wyndham at Waikiki Beach Walk

	State	Resort
1	AZ	Bison Ranch
2		Havasu Dunes I & II
3		Havasu Dunes III
4		Phoenix - South Mountain Preserve
5		Pinetop
6		Rancho Vistoso
7		Scottsdale
8	CA	Anaheim
9		Angels Camp
10		Bass Lake (North Shore Estates I)
11		Bass Lake (North Shore Estates II)
12		Big Bear
13		Cathedral City
14		Clear Lake
15		Dolphin's Cove Resort
16		Indio
17		Marina Dunes (Monterey Bay)
18		Oceanside
19		Palm Springs
20		Palm Springs - Plaza Resort & Spa
21		Pismo Beach (Beachcomber)
22		San Diego - Balboa Park
23		San Diego - Inn at the Park
24		San Diego - Mission Valley
25		San Francisco
26		Solvang
27		Windsor
28	CAN	Canmore-Banff
29		Vancouver - The Canadian
30		Victoria
31		Whistler - Cascade Lodge
32		Whistler - Sundance
33	CO	Estes Park
34		Granby - Rocky Mountain Preserve
35		Pagosa - Eagle's Loft
36		Pagosa - Elk Run
37		Pagosa - Masters Place
38		Pagosa - Ptarmigan Townhouses
39		Pagosa - Village Pointe
40		Steamboat Springs
41	FJ	Fiji - Denarau Island
42	FL	Daytona - Ocean Walk
43		Ft. Lauderdale - Palm-Aire
44		Ft. Lauderdale - Santa Barbara
45		Ft. Lauderdale - Sea Gardens - Cabana
46		Ft. Lauderdale - Sea Gardens - Key West
47		Ft. Lauderdale - Sea Gardens - Ocean Palms
48		Ft. Lauderdale - Sea Gardens - Ocean View
49		Ft. Lauderdale - Sea Gardens - Waterfalls
50		Orlando - Kingstown Reef

51		Orlando - Reunion
52	HI	Kapa'a Shore
53		Kihei
54		Kona
55		Valley Isle
56	ID	Arrow Point (Lake Coeur d' Alene)
57		McCall
58	IL	Galena
59	LA	New Orleans - Avenue Plaza
60	MX	Coral Baja
61		Isla Mujeres
62		La Paloma
63		Zihuatanejo
64	MO	Branson
65		Lake of the Ozarks
66	MT	West Yellowstone
67	NV	Lake Tahoe (Tahoe I & II)
68		Lake Tahoe (Tahoe III)
69		Las Vegas - Boulevard (Las Vegas - South)
70		Las Vegas - Spencer Street
71		Las Vegas - Tropicana Avenue
72		Reno
73		South Shore
74	NM	Red River
75		Santa Fe
76		Taos
77	OK	Grand Lake
78	OR	Bend - Seventh Mountain
79		Depoe Bay (Whale Pointe II)
80		Eagle Crest
81		Eagle Crest at Eagle Ridge
82		Eagle Crest Hotel Condominiums
83		Eagle Crest at Ridge Hawk
84		Eagle Crest at River View Vista
85		Gleneden
86		Portland Waterfront Park
87		Running Y
88		Schooner Landing
89		Seaside
90	PA	Shawnee Village - DePuy House
91		Shawnee Village - Fairway House
92		Shawnee Village - Ridge Top Village
93		Shawnee Village - River Village (IIIA & IIIB)
94	SC	Myrtle Beach - Plantation Resort I
95		Myrtle Beach - Plantation Resort II
96		Myrtle Beach - Plantation Resort III
97		Myrtle Beach - Plantation Resort IV
98		Myrtle Beach - Plantation Resort V

99		Myrtle Beach - Plantation Resort VI
100		Myrtle Beach - Plantation Resort VII
101		Myrtle Beach - Plantation Resort VIII
102		Myrtle Beach - Plantation Resort IX
103		Myrtle Beach - Plantation Resort X
104		Myrtle Beach - Plantation Resort XI
105		Myrtle Beach - Plantation Resort XII
106		Myrtle Beach - Plantation Resort XIII
107		Myrtle Beach - Plantation Resort XIV
108		Myrtle Beach - Plantation Resort XV
109		Myrtle Beach - Plantation Resort XVI
110		Myrtle Beach - Plantation Resort XVII
111		Myrtle Beach - Plantation Resort XVIII
112	TX	Austin
113		Hunt - Stablewood Springs
114		Marble Falls
115		New Braunfels
116	UT	Bear Lake
117		Bear Lake - Harbor Village
118		Estancia
119		Midway
120		Park City
121		St. George
122		Wolf Creek Village
123		Wolf Creek Village II
124	USVI	St. Thomas - Elysian Beach Resort
125	WA	Birch Bay (Ocean Breezes)
126		Blaine
127		Chelan-Lake House
128		Deer Harbor
129		Discovery Bay
130		Lake Chelan Shores
131		Leavenworth (Park Village)
132		Leavenworth (Village at Leavenworth)
133		Long Beach
134		Mariner Village
135		Seattle - The Camlin
136		Surfside Inn

Shell Owners Club – Hawaii (8)		
Resort Name	Resort Address	County
Holua Resort at Mauna Loa Village	78-7190 Kaleiopapa Street Kailua-Kona, HI 96740	
Kauai Coast Resort at the Beachboy	520 Aleka Loop Kapaa, HI 96746	
Kona Coast Resort	78-6842 Alii Drive Kailua-Kona, HI 96740	
Kona Coast Resort II	78-6842 Alii Drive Kailua-Kona, HI 96740	
Paniolo Greens	68-1745 Waikoloa Road Waikoloa, HI 96738	
Waikiki Marina Resort	1777 Ala Moana Blvd Suite 212 Honolulu, HI 96815	
The Cliffs Club	3811 Edward Road Princeville, HI 96722	
Lawai Beach Resort	5017 Lawai Road Koloa, HI 96756	
Shell Owners Club – West (18)		
Resort Name	Resort Address	County
Desert Rose Resort	5051 Duke Ellington Way Las Vegas NV, 89119	Clark County
The Donatello	501 Post Street San Francisco, CA 94102	San Francisco County
The Club Donatello	501 Post Street San Francisco, CA 94102	San Francisco County
The Suites at Fisherman's Wharf	2655 Hyde Street San Francisco, CA 94102	San Francisco County
The Inn at the Opera	333 Fulton Street San Francisco, CA 94102	San Francisco County
The Peacock Suites Resort	1745 S. Anaheim Blvd. Anaheim, CA 92805	Orange County
Vino Bello Resort	865 Bordeaux Way Napa, CA 94558	Napa County
Inn at the Park	525 Spruce Street San Diego, CA 92103	San Diego County
Whispering Woods Resort	67800 East Nicklaus Way Welches, OR 97067	Clackamas County
Whispering Woods Resort II	67800 East Nicklaus Way Welches, OR 97067	Clackamas County
Crotched Mountain Resort	740 2nd NH Turnpike North Francestown, NH 03043	Hillsborough County
The Legacy Golf Resort	6808 S. 32nd Street Phoenix, AZ 85042	Maricopa County
Little Sweden Resort	8984 Highway 42 Fish Creek, WI 54212	Door County
Little Sweden II Resort	8984 Highway 42 Fish Creek, WI 54212	Door County
Little Sweden Village	8984 Highway 42 Fish Creek, WI 54212	Door County
Orange Tree Golf Resort	10601 North 56th Street Scottsdale, AZ 85254	Maricopa County
Starr Pass Golf Suites	3645 W. Starr Pass Blvd. Tucson, AZ 85745	Pima County

Foxhunt at Sapphire Valley	4350 Highway 64 West Sapphire, NC 28717	Transylvania County
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Shell Owners Club – Pacific (1)		
Resort Name	Resort Address	County
Mountainside Lodge	4417 Sundial Place Whistler, B.C. Canada V0N 1B4	n/a