

claimed that these policies were from “Travel Guard, the leading travel insurer in North America.”

3. Unbeknownst to Plaintiff and Class members, Defendant had no business relationship with Travel Guard and did not provide Plaintiff and Class members with Travel Guard insurance policies or policies from any other company. Thus, Plaintiff and Class members paid Defendant for travel insurance and received nothing in return.

4. Plaintiff, along with the Class and Subclass she seeks to represent, suffered injury in the form of monetary loss by having paid for insurance coverage which Defendant did not have the authority or ability to provide and which Defendant did not, in fact, provide. Defendant, through its conduct as alleged in this Complaint, is liable for breach of contract or, in the alternative, unjust enrichment.

5. As a result of Defendant’s conduct, this action seeks compensatory damages; restitution; interest; reasonable attorneys’ fees and costs; and any other relief the Court deems just and appropriate.

II. PARTIES

6. Plaintiff is a natural person and a citizen of the Commonwealth of Pennsylvania, who resides in Glenolden, Pennsylvania. Plaintiff, in or around February 2016, paid Defendant for a Travel Guard travel insurance policy.

7. Defendant is a travel agency that is, upon information and belief, incorporated in Maryland with its principal place of business at 2431 Solomons Island Rd., Suite 302, Annapolis, Maryland.

III. JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. 1332(d)(2), since there are at least hundreds, if not thousands, of Class members in the proposed Class (which is defined below), the combined claims of proposed Class members exceed \$5,000,000 exclusive of interest and costs, and many Class members are citizens of states other than Defendant's state of citizenship.

9. This Court has personal jurisdiction over Defendant because a substantial portion of the wrongdoing alleged in this Complaint took place in this District; Defendant is authorized to do business in this District; and Defendant intentionally avails itself of markets in this District through the promotion, marketing and sale of its products and services. Accordingly, Defendant has sufficient minimum contacts with this District such that the exercise of jurisdiction by this Court is consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) because the named Plaintiff resides here; Defendant has hundreds, if not thousands, of customers in this District; Defendant receives substantial revenue from customers in this District; and a substantial part of the events or omissions giving rise to the claims in this action occurred in this District.

IV. FACTUAL ALLEGATIONS

A. Defendant Sells, but Does Not Provide, Post-Departure Travel Insurance to Unsuspecting Consumers

11. Defendant is a travel agency offering, *inter alia*, vacation packages, destination wedding packages, and travel insurance to consumers across the country.

12. Defendant sold consumers single-trip, post-departure travel insurance policies designed specifically to cover the perils associated with a specific trip.

13. Defendant represented to consumers that the post-departure travel insurance it offered was from Travel Guard, the “leading travel insurer in North America,” and that coverage was “effective on or after your departure date” By its nature, coverage for post-departure travel risks is insurance coverage providing indemnification for travel-related perils that can only arise after travel is underway.

14. Defendant advertised and sold Travel Guard insurance policies through numerous platforms, such as over the phone, through travel agents, and on its various websites such as stsvacations.com, ststravel.com, and allinclusiveresorts.com. Consumers sent payment for Travel Guard insurance directly to Defendant.

15. Defendant represented to consumers that its Travel Guard insurance covered, without limitation:

- a. Trip interruption: Up to \$1000 coverage for “forfeited, nonrefundable, unused payments or deposits if [the purchaser] must interrupt [their] trip due to a covered reason.”
- b. Travel delay: Up to \$500 coverage if the purchaser incurs “reasonable additional expenses (i.e. meals & lodging) if [they] are delayed for more than 12 hours due to a covered reason.”
- c. Baggage and personal effects: Up to \$500 coverage if the purchaser’s “luggage is lost, damaged, or stolen while [they] are on [their] trip.”
- d. Baggage delay: Up to \$100 coverage “for the purchase of essential items if [the purchaser’s] bags are delayed for more than 24 hours.”

- e. Medical expenses: Up to \$5,000 coverage for “necessary medical expenses up to one year after a covered sickness or injury that occurs while [the purchaser is on their] trip.”
- f. Emergency Medical Transportation: Up to \$10,000 coverage for “evacuation and transportation expenses to the nearest adequate medical facility.”¹

16. The insurance Defendant sold did not actually exist, as Defendant had **no** business relationship with Travel Guard and Plaintiffs and members of the Class received **no** Travel Guard insurance coverage or any type of post-departure insurance coverage whatsoever.

17. Upon information and belief, Defendant continues to systematically advertise and sell non-existent Travel Guard insurance policies to consumers across the country. This is evidenced by the fact that, as of the filing of this Complaint, one of Defendant’s websites still proclaims that Defendant “has selected Travel Guard, the leading travel insurer in North America, to provide post departure travel insurance coverage and assistance to its customers.”² The website also details the benefits of Travel Guard insurance, as quoted in paragraph 15, *supra*. Defendant, however, still has no business relationship with Travel Guard and no authority to sell Travel Guard policies.

B. Defendant Sold Plaintiff a Non-Existent Travel Insurance Policy

18. In or around February 2016, Plaintiff called Defendant and booked a hotel room for her brother’s destination wedding at the Iberostar Grand Hotel Rose Hall resort in Jamaica for the week of April 9 through April 16, 2016.

¹ STS Vacations, *STS Travel Protection*, http://www.stsvacations.com/main/travel_insurance.php (last accessed Dec. 12, 2016).

² *Id.*

19. Plaintiff also informed Defendant that she needed travel insurance and medical protection insurance. Defendant told her that they offered a travel protection plan through Travel Guard. Plaintiff thereafter agreed to purchase two travel protection plans, which included post-departure insurance coverage, for her and her husband. The plans cost \$69 each for a total of \$138, and Plaintiff paid Defendant directly, per Defendant's instructions.

20. On February 16, 2016, Plaintiff received a confirmation email from Defendant that stated, *inter alia*, that "[y]our trip is protected by the STS Travel Protection Plan which covers you for trip cancellation, trip interruption, emergency medical expenses, lost baggage and more." *See* Exhibit A. Underneath this sentence was a hyperlink labeled "See details" which linked to a page on Defendant's website that explained that the Travel Protection Plan consisted of pre-departure cancellation coverage through Defendant and post-departure insurance through Travel Guard. The website also listed what the Travel Guard insurance covered, as quoted in paragraph 15, *supra*. *See also* Exhibit B.

21. During Plaintiff's trip on April 13, 2016, Plaintiff suffered a severe left rotator cuff tear when she slipped on the wet deck of a watercraft. She incurred medical expenses at a hospital in Jamaica as well as Taylor Hospital in Ridley Park, Pennsylvania, where she underwent surgery. Plaintiff is also still incurring expenses for physical rehabilitation.

22. After Plaintiff returned home from Jamaica on or around April 16, 2016, she called Travel Guard to make a claim under the policy she purchased, but Travel Guard told her that they had no record of her and that Travel Guard had not sold any insurance products to Defendant since 2014. Plaintiff then called Defendant, who told Plaintiff that "we don't have that anymore" in reference to Travel Guard insurance.

23. As a result of Defendant's egregious conduct, Plaintiff, along with members of the Class and Subclass she seeks to represent, has suffered injury in the form of monetary loss by having paid for insurance which Defendant did not provide.

V. CLASS ACTION ALLEGATIONS

24. Plaintiff brings this action individually and as a class action, pursuant to Rules 23(a) and 23(b) of the Federal Rules of Civil Procedure, on behalf of herself and all others similarly situated, on behalf of a nationwide class initially defined as:

All persons (including natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons) who while in the United States, or who as residents of the United States, purchased a single trip travel insurance plan from STS that included any coverages applicable to post-departure risks (the "Class").

25. Plaintiff also brings this action as a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of herself and all others similarly situated, on behalf of a proposed Pennsylvania state Subclass, initially defined as:

All persons (including natural persons, corporations, firms, partnerships, joint stock companies, associations and other organizations of persons) who while in the commonwealth of Pennsylvania, or who as residents of Pennsylvania, purchased a single trip travel insurance plan from Defendant that included any coverages applicable to post-departure risks.

26. The following persons or entities are excluded from the proposed Class: (a) Defendant and its counsel, officers, directors, management, employees, subsidiaries, or affiliates; (b) all governmental entities; (c) any person or entity who has settled or released these same claims against Defendant as evidenced by a written release; and (c) the Judge assigned to this case and any members of his or her immediate family.

27. Plaintiff is a member of the Class and Subclass that she seeks to represent. Members of the proposed Classes are fully ascertainable and can be identified using Defendant's

sales records and other information kept by Defendant in the usual course of business and/or in the control of Defendant.

28. Numerosity/Impracticality of Joinder: The members of the Class and Subclass are so numerous that joinder of all members would be impracticable. Plaintiff believes that thousands of consumers are members of the Class and Subclass. The precise number of Class Members can be ascertained by reviewing documents and records in Defendant's possession, custody, and control, or otherwise obtained through reasonable means.

29. Commonality and Predominance: There are common questions of law or fact which predominate over any questions affecting only individual members of the Class and Subclass. These common legal or factual questions, include, but are not limited to the following:

- a. Whether Defendant had a business relationship with Travel Guard or was otherwise authorized or able to sell Travel Guard insurance policies;
- b. Whether Defendant accepted money from consumers in exchange for Travel Guard insurance policies which did not exist or which Defendant otherwise failed to procure or provide;
- c. Whether Defendant accepted money from consumers in exchange for any other type of post-departure travel insurance policy which did not exist or which Defendant otherwise failed to procure or provide;
- d. Whether Defendant's conduct constituted a breach of contract;
- e. Whether, Defendant was unjustly enriched by its conduct;
- f. Whether, as a result of Defendant's conduct set forth herein, Plaintiff and the Classes are entitled to relief and, if so, the nature of such relief;

- g. Whether, as a result of Defendant's conduct set forth herein, Plaintiff and members of the Class have sustained ascertainable loss and damages, and the proper measure thereof.

30. Typicality: The claims of the representative Plaintiff are typical of the claims of the Class and Subclass because Plaintiff purchased post-departure travel insurance from STS, such insurance did not exist, and Plaintiff resides in Pennsylvania. Plaintiff's claims arise from the same practices and course of conduct that gave rise to the claims of members of the Class and Subclass and are based on the same legal theories.

31. Adequacy of representation: Plaintiff is a representative that will fully and adequately assert and protect the interests of the Class and Subclass, and has retained class counsel who are experienced and qualified in prosecuting class actions. Neither Plaintiffs nor their attorneys have any interests which are contrary to or conflicting with the Class.

32. Superiority: A class action is superior to all other available methods for the fair and efficient adjudication of this lawsuit, because individual litigation of the claims of all Class members is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Class are likely in the millions of dollars, the individual damages incurred by each Class member resulting from Defendant's wrongful conduct are too small to warrant the expense of individual suits. The likelihood of individual Class members prosecuting their own separate claims is remote, and, even if every Class member could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases. Individual members of the Class do not have a significant interest in individually controlling the prosecution of separate actions, and individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to

all the parties and to the court system because of multiple trials of the same factual and legal issues. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action. In addition, Defendant has acted or refused to act on grounds generally applicable to the Class and, as such, final injunctive relief or corresponding declaratory relief with regard to the members of the Class as a whole is appropriate.

VII. CAUSES OF ACTION

COUNT I

(Breach of Contract on behalf of Plaintiff, the Class, and the Subclass)

33. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

34. A contract existed between Plaintiff and Defendant. Specifically, in exchange for a one-time payment of \$138, Defendant agreed to provide both Plaintiff and her husband, Edward Hocker, with the “STS Travel Protection Plan,” which consisted of pre-departure cancellation coverage through Defendant and post-departure insurance, including emergency medical insurance, through Travel Guard.

35. A contract existed between Defendant and each Class member by virtue of the fact that each Class member purchased post-departure travel insurance from Defendant.

36. Defendant breached its contracts with Plaintiff and Class members by failing to provide insurance pursuant to the STS Travel Protection Plan: unbeknownst to Plaintiff and Class members, Defendant did not actually procure post-departure insurance coverage for them or otherwise provide them with such coverage.

37. Plaintiff and the Class members have suffered damages caused by Defendant’s breach of contract because Plaintiff and Class members did not receive what they bargained for.

Plaintiff and Class members therefore seek to recover damages including, without limitation, compensatory damages or restitution; pre- and post-judgment interest; attorneys' fees; costs; and any other relief the Court deems just and appropriate.

COUNT II
(Unjust Enrichment on Behalf of Plaintiff, the Class, and Subclass)

38. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

39. Defendant has been unjustly enriched at the expense of Plaintiff and other members of the Class and Subclass as a result of Defendant's systematic and willful misconduct.

40. Plaintiff and other members of the Class and Subclass conferred a benefit upon Defendant in the form of unearned, risk-free premiums for non-existent post-departure travel insurance policies. Defendant appreciated and knowingly accepted and retained that benefit without lawful justification or excuse and under circumstances that make it inequitable for Defendant to retain the benefit.

41. Defendant's retention of these premiums is unjust because the insurance sold by Defendant did not exist, thus no coverage of any post-departure peril was ever transferred to or assumed by Defendant. Accordingly, Defendant provided no consideration in return for its retention of premiums and led Plaintiff and Class members to believe that they were covered by insurance against certain risk when, in fact, they were not.

42. Further, there is no lawful justification or excuse for Defendant's systematic and willful misconduct. Defendant had no business relationship with Travel Guard and was not authorized to sell Travel Guard policies, yet Defendant advertised and claimed to have sold Travel Guard policies to Plaintiff and Class members.

43. It would be inequitable for Defendant to retain the profits obtained from its wrongful conduct, as retaining such profits would come at the expense of Plaintiff and other members of the Class and Subclass who paid Defendant for post-departure travel insurance and received nothing in return.

44. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendant's business. Defendant's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated throughout the country.

45. Accordingly, Plaintiff requests that this Court enter such orders or judgments as may be necessary to enjoin Defendant from continuing its wrongful conduct and to restore to Plaintiff and the Class any money unjustly retained by Defendant, including restitution/restitutionary disgorgement, and for attorney's fees and costs.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that relief be granted as set forth above and also as follows:

- A. An Order certifying and directing notice to the Class identified, pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- B. An Order appointing Plaintiff and Plaintiff's counsel to represent the Class;
- C. An Order directing Defendant to cease selling non-existent travel insurance;
- D. That judgment be entered against Defendant for compensatory damages and/or restitution for breaching its contracts with Plaintiff and Class members;
- E. That judgment be entered against Defendant for restitution/restitutionary disgorgement in the amount by which Defendant has been unjustly enriched by its egregious conduct; That judgment be entered against Defendant for attorneys' fees

and costs; and

F. That the Court grant such other and further relief as may be just and proper.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury for all issues so triable under the law.

Dated: December 21, 2016

AXLER GOLDICH LLC

By: 

Marc A. Goldich (Pa. Attorney ID# 93055)

Noah Axler (Pa. Attorney ID # 85324)

1650 Market St., Suite 3600

Philadelphia, PA 19103

Telephone: (267) 207-2920

Email: mgoldich@axgolaw.com

naxler@axgolaw.com

Counsel for Plaintiff and the Class

JS 44 (Rev. 07/16)

LDD

CIVIL COVER SHEET

16-cv-6574

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
ROSEMARY HOCKER

DEFENDANTS
STUDENT TRAVEL SERVICES, INC d/b/a STS VACATIONS.

(b) County of Residence of First Listed Plaintiff **Delaware County, Pa.**
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) Attorneys (Firm Name, Address, and Telephone Number)
Marc Goldich and Noah Axler
Axler Goldich LLC
1650 Market St., Suite 3600, Philadelphia, PA 19103

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|--------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 171 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act-Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Remanded or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
CAPA, 28 U.S.C. 1332(d)(2).

Brief description of cause:
Breach of contract (failure to provide insurance coverage that was paid for) and unjust enrichment.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ **5,000,000.00+**

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

DEC 21 2016

DATE
12/21/2016

SIGNATURE OF ATTORNEY OF RECORD

Marc A. Goldich

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE

LDD

UNITED STATES DISTRICT COURT

16

6574

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 518 Tatnall Ave., Glenolden, Pennsylvania 19136

Address of Defendant: 2431 Solomons Island Rd., Suite 302, Annapolis, Maryland.

Place of Accident, Incident or Transaction: 518 Tatnall Ave., Glenolden, Pennsylvania 19136
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes No

Does this case involve multidistrict litigation possibilities? Yes No

RELATED CASE, IF ANY:

Case Number: N/A Judge: N/A Date Terminated: N/A

Civil cases are deemed related when yes is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes No
- 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes No
- 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes No
- 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes No

CIVIL: (Place in ONE CATEGORY ONLY)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases
(Please specify) _____

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify) _____
- 7. Products Liability
- 8. Products Liability — Asbestos
- 9. All other Diversity Cases
(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Marc A. Goldich, counsel of record do hereby certify:
 Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
 Relief other than monetary damages is sought.

DEC 21 2016

DATE: 12/21/2016

[Signature]
Attorney-at-Law

93055
Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 12/21/2016

[Signature]
Attorney-at-Law

93055
Attorney I.D.#

LDD

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

ROSEMARY HOCKER

CIVIL ACTION

v.

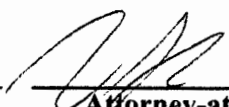
STUDENT TRAVEL SERVICES, INC.
d/b/a STS VACATIONS

NO. **16 6574**

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)
- (f) Standard Management – Cases that do not fall into any one of the other tracks.

12/21/16		Plaintiff
Date	Attorney-at-law	Attorney for
267-207-2920	267-319-7901	mgoldich@axgolaw.com
Telephone	FAX Number	E-Mail Address

(Civ. 660) 10/02

DEC 21 2016

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Filed Against STS Vacations Over Vacation Insurance Policies](#)
