

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL
CIRCUIT IN AND FOR LEON COUNTY, FLORIDA**

OFFICE OF THE ATTORNEY GENERAL,
STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS,

Plaintiff,

v.

Case No. _____

Division: _____

BOOKIT OPERATING, LLC,
a Florida Limited Liability Company,

Defendant.

_____ /

COMPLAINT

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the “Attorney General”) sues Defendant, Bookit Operating, LLC, a Florida limited liability company (“Bookit”) and alleges:

JURISDICTION AND VENUE

1. This is an action for injunctive relief, restitution, civil penalties, attorney’s fees, and other statutory and equitable relief pursuant to the Florida Deceptive and Unfair Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”), and the Florida Sellers of Travel Act, Chapter 559, Part XI, Florida Statutes (“SOTA”).

2. The Attorney General brings this action in the public interest pursuant to section 501.207(1)(b) and 501.207(2), Florida Statutes.

3. This Court has subject matter jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes. The granting of injunctive and other equitable and statutory relief is within the jurisdiction of the Circuit Court and the amount in controversy satisfies the jurisdictional threshold of the Circuit Court.

4. All actions material to the complaint have occurred within four (4) years of the filing of this action.

5. At all times material hereto, Defendant engaged in “trade or commerce” as defined in section 501.203(8), Florida Statutes. Defendant advertised, solicited, provided, and/or offered travel and travel-related services in trade or commerce.

6. Acts, conduct, practices, omissions, failings, misrepresentations, or nondisclosures which constitute a violation of SOTA (§§ 559.934, 559.9335, Fla. Stat.) also constitute a violation of FDUTPA. § 501.203(3)(c), Fla. Stat.

7. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida, including Leon County, Florida and therefore venue is proper in Leon County, Florida. § 47.021, Fla. Stat.

8. All conditions precedent hereto have occurred.

PARTIES

9. The Attorney General is an enforcing authority, as defined in section 501.203(2), Florida Statutes, and is authorized to bring this action and to seek injunctive and other statutory relief, including restitution and civil penalties, pursuant to FDUTPA.

10. Bookit Operating, LLC, is an active limited liability company registered with the State of Florida, Department of State, Division of Corporations, since December 18, 2013, with its principal place of business located at 14251 Panama City Beach Parkway, Panama City Beach, FL 32413-2820.

11. Bookit is a licensed Seller of Travel, and a full-service travel agency registered with the Florida Department of Agriculture and Consumer Services (“FDACS”) under registration number ST33468.

12. At all times material hereto, Bookit conducted business from within the State of Florida.

13. Bookit is the primary owner and operator of the travel booking website, Bookit.com.

BOOKIT

14. Bookit is an online travel company that serves as a third-party intermediary for hotels, airlines, and car rentals, and offers discounted but non-refundable and non-transferable vacation packages.

15. Bookit offers discounted, often non-refundable, travel packages ranging in the price from less than \$100 to more than \$10,000.

16. In March 2020, Bookit.com abruptly stopped serving as a travel intermediary and stopped communicating with consumers regarding their ongoing and pending travel arrangements.

17. As a result, some consumers were unable to begin or complete their travel.

18. Bookit operates by utilizing consumers' deposits for new bookings to fund upcoming resort stays for other consumers.

19. Once the new bookings stopped in March 2020, in part related to the Covid-19 pandemic, Bookit was no longer able to pay for any previously booked resort stays or travel for the remainder of 2020 and continuing into 2021.

20. Bookit failed to notify consumers at the time of purchase that consumers' deposits, partial payments, or full payments were not used to pay for their lodging and trip expenses, but rather used to pay Bookit's operating expenses and salaries, and current resort bookings for other consumers. Bookit did this intentionally, with the knowledge that they did not have the ability to pay for future bookings because it had no line of credit, reserve, or back up plan in the event of a cash flow shortage.

21. As a result of Bookit’s actions, the Attorney General’s office received over 900 complaints. Cancellations of consumers’ reservations are numbered in the thousands, affecting consumers throughout the country and in Florida.

COUNT I
VIOLATIONS OF FDUTPA

22. The Attorney General re-alleges and incorporates by reference Paragraphs 1 through 21.

23. Bookit violated FDUTPA and SOTA by accepting funds from consumers for the purchase of travel, failing to deliver promised trips, and in numerous instances failing to issue refunds and misrepresenting that consumers were “paid in full” when in fact Bookit had not tendered payment to travel providers for the services the consumers paid for.

24. Section 501.204(1), Florida Statutes provides that “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.” The provisions of FDUTPA shall be “construed liberally” to promote and “protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” § 501.202, Fla. Stat.

25. Section 501.203(3)(c), Florida Statutes further provides that a violation of FDUTPA may be based on a violation of “any law, statute, rule,

regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” Section 559.9335, Florida Statutes proscribes unfair or deceptive acts or practices related to Sellers of Travel. Thus, Defendant’s violations of section 559.9335, Florida Statutes are actionable violations of FDUTPA.

26. As set forth above, Bookit has: 1) committed acts or practices in trade or commerce, in which it engaged in representations, acts, practices or omissions, which are material, and which are likely to mislead consumers acting reasonably under the circumstances; 2) committed acts or practices in trade or commerce which offend established public policy and are substantially injurious to consumers; and, 3) engaged in acts or practices that are likely to cause substantial injury to consumers, which are not reasonably avoidable by consumers themselves or outweighed by countervailing benefits to consumers or competition. Thus, Bookit has engaged in unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of FDUTPA.

27. Bookit willfully engaged in the acts and practices described herein when it knew or should have known that such acts and practices were unfair or deceptive or otherwise prohibited by law. Bookit is subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars (\$10,000) for each violation pursuant to section 501.2075, Florida Statutes, and Fifteen

Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize a senior citizen, military servicemember or person who has a disability pursuant to section 501.2077, Florida Statutes.

28. The above-described acts and practices of Bookit have injured the public.

29. Unless Bookit is permanently enjoined from engaging further in the acts and practices complained of herein, Bookit's actions will result in irreparable injury to the public for which there is no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, respectfully requests that this Court provide the following relief:

(a) Award final judgment against Defendant, ordering equitable relief in the form of, including, but not limited to, financial relief, full reimbursement or full restitution to Florida consumers harmed by Defendant's unfair and deceptive acts in violation of FDUTPA and SOTA, disgorgement, repatriation of assets to satisfy any judgment, and any other appropriate relief pursuant to section 501.207(3), Florida Statutes;

(b) Permanently enjoin Defendant, its officers, agents, servants, employees, attorneys, and those persons in active concert or participation with

them, who receive actual notice of the injunction from engaging in acts and practices in violation of FDUTPA and SOTA as specifically alleged above and any similar acts and unfair business practices regarding consumers;

(c) Award the Attorney General civil penalties pursuant to sections 501.2075 and 501.2077, Florida Statutes;

(d) Award the Attorney General reasonable attorney's fees and costs pursuant to section 501.2075, Florida Statutes; and

(e) Grant such other relief as this Court deems just and proper, including equitable relief pursuant to section 501.207(3), Florida Statutes.

Dated November 3, 2021

Respectfully submitted,

**ASHLEY MOODY,
ATTORNEY GENERAL**

/s/ Andrea White

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