

**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. _____

CAMP WARRIOR, LLC,
a Florida Company,
and

CAMP INDIAN SPRINGS, LLC
a Florida Company,
and

DEREK HART,
Individually,
and

COSTA T. VATHIS, JR.,
Individually

Defendants.

COMPLAINT

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (the “Attorney General”) sues Defendants, CAMP WARRIOR, LLC, CAMP INDIAN SPRINGS LLC, COSTA T. VATHIS, JR., and DEREK HART, and alleges:

1. This is an action for civil penalties, restitution on behalf of consumers, injunctive relief, attorney's fees and costs, and other relief pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2018).

Summary of the Case

2. The Defendants CAMP WARRIOR, LLC, CAMP INDIAN SPRINGS LLC, COSTA T. VATHIS, JR., and DEREK HART own and operate Camp Warrior, which held itself out to families as an established summer camp for children of various ages.

3. Defendants used the website www.campwarrior.com to offer children a sleep-away summer camp experience and claimed to be in businesses for over fifty years.

4. In reality, Defendants purchased this campground in 2016 and were never properly permitted to operate as a summer camp.

5. The campground has never been able to pass inspection by the Florida Department of Health (“DOH”), and has, therefore, never been cleared for operation.

6. After receiving numerous warnings from the DOH, the Defendants held camp without a permit in the beginning of June 2018.

7. When the DOH was informed that the Defendants were holding camp in unsafe conditions, the Defendants canceled camp and then refused to give refunds to hundreds of campers who had already paid significant deposits for the camp. Some consumers had already paid up to \$4,600.00.

Parties and Jurisdiction

8. The Attorney General is an “enforcing authority” of the Florida Deceptive and Unfair Trade Practices Act. § 501.203(2), Fla. Stat. (2018).

9. The Attorney General has determined that an enforcement action serves the public interest as required by section 501.207(2), Florida Statutes (2018).

10. This Court has jurisdiction pursuant to section 501.207(3), Florida Statutes (2018).

11. CAMP WARRIOR LLC is a Florida company with a registered address at 2990 Fanlew Road, Monticello, Florida 32344.

12. CAMP INDIAN SPRINGS, LLC is a Florida company with a registered address at 2387 Bloxham Cut Off Road, Crawfordville, Florida 32327

13. DEREK HART is president of CAMP WARRIOR, LLC, and managing member of CAMP INDIAN SPRINGS, LLC, and resides at 2988 Verdura Point Drive, Tallahassee, Florida 32311.

14. COSTA T. VATHIS, JR. is vice-president of CAMP WARRIOR, LLC and resides at 1642 Mitchell Avenue, Tallahassee, Florida 32303.

15. The injurious actions of the Defendants affect consumers in judicial circuits throughout Florida, including the Second Judicial Circuit, and in other jurisdictions outside of Florida.

The Defendants' Course of Conduct

16. The Defendants own and operate Camp Warrior, which through the statements and advertisements of the Defendants, including the website www.campwarrior.com, held itself out to the public as an established summer camp for children of varying ages that had been in operation for decades while providing a successful and safe service to children and their families.

17. On June 21, 2018, the Attorney General began to receive complaints that Camp Warrior had abruptly told consumers that the camp was closing as the result of damage from Tropical Storm Alberto on May 31, 2018.

18. Parents were informed of the camp's closure through an email sent on June 21, 2018. The email claimed that the camp had been unable to recover from flooding caused by the storm.

19. When consumers visited www.campwarrior.com, they saw a statement on the homepage making claims similar to the email and claiming that

the camp had been damaged beyond repair by the tropical storm three weeks earlier.

20. Consumers were told that they could request the return of the money that they had paid Defendants through the chargeback process of their credit card companies or banks.

21. The Defendants claimed they were arranging for a nearby camp to take the affected campers for free.

22. Defendants also claimed that affected consumers could apply the money they had paid to Camp Warrior for a “two for one deal” with Camp Paradise, a camp the Defendants claim to run that will be taking children to the Bahamas in July 2018.

23. Consumers had paid Defendants amounts ranging from \$450.00 to at least \$4,620.00 for multiple weeks of sleep-away camp.

24. Some consumers had paid the Defendants months in advance, while others had enrolled their children at Camp Warrior and sent payments days before the camp’s sudden closure. At least one consumer registered a child for camp as late as June 14, 2018.

25. As many consumers had paid the Defendants as far back as 2017, the payments were well over 90 days old, and, therefore, their credit card companies would not approve a chargeback, leaving consumers out thousands of dollars.

26. In reality, Defendants had been aware of the issues on the Camp Warrior property for years and failed to make the necessary repairs and preparations to hold a summer camp.

27. The camp's closure was the result of the Defendants' unwillingness to comply with state and local laws regarding the health and safety of campers, Defendants' repeated dishonesty in dealing with government officials, and Defendants' repeated attempts to advertise and open the camp without proper permitting and authorization.

28. As early as 2016, the DOH informed Defendants on multiple occasions that the size and condition of the septic system at Camp Warrior would make permitting the camp impossible as advertised.

29. In addition to the issues with the septic system, the DOH informed Defendants of several other issues that would prevent the camp from being issued a permit. Specifically, the DOH informed Defendants that the sanitary facilities, water supply, food service, shelters, camp plans drawn to scale, electrical wiring,

and proof of approvals from the local jurisdiction were all lacking and would have to be addressed prior to a permit being issued.

30. These issues had nothing to do with Tropical Storm Alberto and had been brought to Defendants' attention for two years.

A. Defendants' History with the Department of Health

31. On October 16, 2012, DEREK HART formed CAMP INDIAN SPRINGS, LLC with a business address of 2387 Bloxham Cut Off Road, Crawfordville, Florida 32327.

32. On February 25, 2016, DEREK HART and COSTA T. VATHIS, JR. formed CAMP WARRIOR, LLC with a business address of 2990 Fanlew Road, Monticello, Florida 32344, the address where the physical Camp Warrior is located.

33. On February 26, 2016, CAMP INDIAN SPRINGS, LLC purchased the Camp Warrior land located at 2990 Fanlew Road, Monticello, Florida 32344 for \$400,000.

34. CAMP WARRIOR, LLC was administratively dissolved by the Division of Corporations on September 22, 2017, for failure to file an annual report.

35. DEREK HART interacted with the DOH throughout 2016 but never resolved the multiple issues brought to his attention.

36. DEREK HART was informed about the continuing limitations of the septic system and other issues on the Camp Warrior property. Numerous inspections of the Camp Warrior property took place, with the camp never obtaining a permit.

37. Throughout 2017, DEREK HART continued to interact with the DOH. Defendants made no repairs or alterations sufficient to correct the problems identified by the DOH; the DOH repeatedly told DEREK HART he could not receive a permit to operate a summer camp.

38. DEREK HART then notified the DOH on May 24, 2017, that Camp Warrior was relocating to Camp Indian Springs in Wakulla County.

39. On June 4, 2018, the DOH received a notification that DEREK HART was operating a summer camp on the Camp Warrior property. DEREK HART had not even applied for a permit or inspections from the DOH, despite being aware of the issues on the Camp Warrior property and the requirements for being properly permitted.

40. On June 6, 2018, DOH and Jefferson County officials visited the Camp Warrior property and observed DEREK HART setting up for summer camp.

DOH provided DEREK HART an application for a permit and advised that he could not open without a permit being issued.

41. DEREK HART then submitted the application for a recreational camp operating permit on June 7, 2018, only three days before the camp was set to open on June 10, 2018. The law requires an application for permitting be submitted a minimum of thirty days prior to the date of opening.

42. Despite the lateness of Defendants' application, the DOH went out of its way to attempt to help the Defendants make their property serviceable for summer camp in 2018.

43. Defendants' application stated that Camp Warrior would have only twenty people on the property at a time, and would use food trucks to provide food for the campers.

44. The number of campers and method of food delivery was particularly relevant as the DOH had informed Defendants numerous times that the septic system on the property could not handle more than twenty people or the waste of food preparation.

45. On June 8, 2018, DOH attorney Matthew DeLeo mailed a letter to Defendants addressing the review of their application and scheduling an initial inspection on June 11, 2018.

46. The letter addressed Camp Warrior's sanitary facilities, water supply, food service, shelters, camp plans drawn to scale, electrical wiring, and proof of approvals from the local jurisdiction. The June 8, 2018 DOH letter informed Defendants that all of these issues needed to be addressed and corrected for the camp to be permitted.

47. On June 11, 2018, DOH staff again inspected the Camp Warrior property and Defendants were informed that the camp still needed sleeping facilities for the campers, proof of water tests, and proof of food service contracts.

48. On June 13, 2018, the DOH was again notified by the public that Camp Warrior was operating without a permit.

49. On June 14, 2018, DOH officials again visited Camp Warrior and found the camp operational.

50. DOH observed approximately thirty-eight campers in addition to camp staff on the property. This number was far more than the twenty campers proposed on the application, and the septic system had failed.

51. Defendants were hand delivered a letter from the DOH attorney which stated that if the camp operates without a permit, Defendants will be subject to enforcement action in accordance with section 513.10, Florida Statutes, (2018).

52. On June 18, 2018, DEREK HART advised DOH that he was closing the doors of the camp as of June 16, 2018 and would be filing for bankruptcy.

53. DOH informed Defendants that if they submitted accurate and proper paperwork and took the necessary steps to bring the property and camp into compliance, the camp could obtain the necessary county permits, but Defendants refused and closed the camp.

B. Additional Misleading and Deceptive Actions of Defendants

54. In addition to the issues preventing permitting by DOH, numerous other problems with Camp Warrior demonstrate that defendants have been and are unable to run the Camp legally and as promised to its customers.

55. In 2016, DEREK HART leased two cabins from Graceland Properties, LLC, which were delivered to Camp Warrior in April of 2016. DEREK HART failed to make all of his scheduled payments on time on the cabins, and Graceland Properties sued DEREK HART for default on August 20, 2017.

56. On May 20, 2016, COSTA T. VATHIS, JR. financed another cabin that was delivered to Camp Warrior. COSTA T. VATHIS, JR. defaulted on his scheduled payments as well, and was sued for nonpayment on June 12, 2018 - the week that camp was supposedly set to begin.

57. These same cabins were then purportedly used by DEREK HART as collateral for a \$3,000 loan to a Steve Cushman, who took the cabins off the property until the loan was repaid. DEREK HART failed to repay the loan to Steve Cushman, and filed a police report claiming the cabins had been stolen. The Jefferson County Sheriff's Office is currently investigating whether DEREK HART made false statements in a police report.

58. Further, the Camp Warrior property itself entered foreclosure in November of 2017 due to the Defendants' failure to make all timely loan payments. The property was scheduled for auction on June 28, 2018.

59. Even though the property was in foreclosure and scheduled for sale, DEREK HART never informed a single consumer that there were potential issues with the property, and he continued to accept deposits and payments from consumers for a camp that was almost certainly never going to happen.

Defendants' Deceptive Conduct and Misrepresentations to Consumers

60. The Defendants' website and the Defendants' representations to consumers gave parents and children the misleading impression that Camp Warrior was an established summer camp with a history of providing a summer camp experience. These misrepresentations include but are not limited to:

- (a) Failing to disclose that Camp Warrior had not been properly permitted by the DOH and other government agencies;
- (b) Failing to disclosure that Defendants did not have proper septic and disposal facilities;
- (c) Failing to disclose that Defendants did not have proper water treatment;
- (d) Representing to parents that the children would be sleeping in cabins when the cabins had been repossessed or taken as collateral for a loan that was not repaid;
- (e) Posting language on www.campwarrior.com stating Camp Warrior had been in operation since 1975 even though the property was purchased in 2016 and, under Defendants' ownership, had never provided a single day of properly permitted summer camp;
- (f) Failing to disclose that the Camp Warrior property had been in foreclosure and was set for auction on June 26, 2018; and
- (g) Posting language on www.campwarrior.com claiming that the camp is in Wakulla County, when the camp is in Jefferson County;

61. Defendants were aware of the issues on the Camp Warrior property for years and failed to make the necessary repairs and preparations to hold a

summer camp there and yet continued to take payments from consumers up until the week they closed.

62. Defendants showed repeated dishonesty with government officials and repeatedly attempted to advertise and open the camp without proper permits and authorization.

63. As early as the week before camp was set to begin, Defendants had not even submitted their application for a permit from the DOH, a process they were familiar with based on their repeated contact with the DOH throughout 2016 and 2017.

64. Defendants were simply unwilling to comply with state and local laws regarding the health and safety of campers.

65. Defendants knew that the loans on the cabins were in default, and that they were being held as collateral on a loan, and therefore there would be no sleeping facilities for campers.

66. Defendants' deception continued even after they had taken consumers' money and the camp had been closed by blaming a tropical storm for problems that had been documented and brought to Defendants' attention for two years.

67. The Defendants charged fees ranging from \$450.00 to at least \$4,620.00 and promised parents and children a summer camp that they were never capable of providing.

68. Florida consumers have been injured due to the misleading statements and representations of the Defendants and the impression that the Defendants' website created.

COUNT ONE
FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
CHAPTER 501, PART II, FLORIDA STATUTES (2018)

69. The Attorney General re-alleges Paragraphs 10 to 68.

70. Section 501.204(1) of the Florida Unfair and Deceptive Trade Practices Act, Chapter 501, Part II (2018) states that "unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

71. By undertaking the activities alleged in paragraphs 10 to 68, the Defendants engaged in representations, acts, practices or omissions which are material, and which are likely to mislead consumers acting reasonably under the circumstances.

72. By undertaking the activities alleged in paragraphs 10 to 68, Defendants engaged in acts and practices that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers; or

are likely to cause substantial injury to consumers that were not reasonably avoidable by consumers themselves and are not outweighed by countervailing benefits to consumers or competition.

73. Any entity that willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of \$10,000 for each such violation; willful violations occur when the entity knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule. § 501.2075, Fla. Stat. (2018).

74. At all times material hereto, Defendants CAMP WARRIOR, CAMP INDIAN SPRINGS, COSTA T. VATHIS, JR. and DEREK HART have engaged in "trade or commerce" as defined by section 501.203(8), Florida Statutes (2018).

75. Defendant DEREK HART directed or controlled, or had the authority to direct or control, the deceptive and unfair acts or practices engaged in by CAMP WARRIOR and CAMP INDIAN SPRINGS.

76. Defendant COSTA T. VATHIS, JR. directed or controlled, or had the authority to direct or control, the deceptive and unfair acts or practices engaged in by CAMP WARRIOR and CAMP INDIAN SPRINGS.

77. Defendants CAMP WARRIOR, CAMP INDIAN SPRINGS, COSTA T. VATHIS, JR., and DEREK HART knew or should have known that their conduct was deceptive and unfair.

78. Defendants CAMP WARRIOR, CAMP INDIAN SPRINGS, COSTA T. VATHIS, JR., and DEREK HART engaged in deceptive and unfair acts and practices that include but are not limited to deceptively representing to the public that Camp Warrior was an established summer camp with proper facilities.

79. The Attorney General has incurred reasonable attorney's fees and costs in its investigation and in maintaining this action against the Defendants and, pursuant to sections 501.2075 and 501.2105, Florida Statutes (2018), the Attorney General is entitled to an award of same.

PRAYER FOR RELIEF

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

(a) Temporarily and permanently enjoin Defendants, CAMP WARRIOR, CAMP INDIAN SPRINGS, COSTA T. VATHIS, JR., and DEREK HART from violating the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2018) by taking payments or deposits for a summer camp that is not properly permitted with proper facilities and supplies for operation, and from

engaging in the specific acts and practices alleged to be deceptive or unfair as set forth herein;

(b) Order Defendants, CAMP WARRIOR, CAMP INDIAN SPRINGS, COSTA T. VATHIS, JR., and DEREK HART to fully reimburse every consumer who paid them money in response to their deceptive, and unfair, business practices;

(c) Order Defendants, CAMP WARRIOR, CAMP INDIAN SPRINGS, COSTA T. VATHIS, JR., and DEREK HART to pay civil penalties pursuant to sections 501.2075 and 501.2077, Florida Statutes (2018);

(d) Award the Attorney General reasonable attorney's fees and costs pursuant to section 501.207(6), Florida Statutes (2018); and

(e) Grant such other equitable relief as this Court deems just and proper.

Dated: July 2, 2018

Respectfully submitted,
PAMELA JO BONDI
ATTORNEY GENERAL

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