

IN THE CIRCUIT COURT OF THE
SIXTH JUDICIAL CIRCUIT IN AND
FOR PINELLAS COUNTY, FLORIDA

State of Florida
Office of the Attorney General
Department of Legal Affairs,

Plaintiff,

vs.

Case No. _____

Suncoast Incentives, LLC, ZRC
Holdings, Inc. d/b/a Royal Palm
Vacations, DBN Financial, LLC, d/b/a
Capital Financial, TS USA, LLC,
World Vacation Destinations, LLC,
and Nicholas Congleton

Defendants.

**Complaint for Permanent Injunctive Relief and
other Statutory Relief with Request for Production Attached**

Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs (the "Attorney General"), sues Defendants, Suncoast Incentives, LLC, Royal Palm Vacations, LLC, DBN Financial, LLC, d/b/a Capital Financial, TS USA, LLC, World Vacation Destinations, LLC, (Collectively, the "Congleton Companies"), Nicholas Congleton, and alleges:

Jurisdiction and Venue

1. This is an action for damages, injunctive and other statutory relief, brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2008).
2. This Court has jurisdiction pursuant to the provisions of said statute.

3. Plaintiff, Attorney General, is an enforcing authority of Chapter 501, Part II, Florida Statutes (2008), and is authorized to seek penalties, damages, injunctive relief, and other statutory relief pursuant thereto.

4. The State has conducted an investigation of the matters alleged herein and Attorney General Bill McCollum has determined that this enforcement action serves the public interest, as required by Section 501.207(2), Florida Statutes (2008). (See attached Exhibit A.)

5. Donna Louise Loher established United Vacation Network, Inc. (United) on December 9, 2004, which was dissolved on October 13, 2007.

Parties

6. United sold contracts for discounted travel service plans throughout the State of Florida, including contracts for individuals in Pinellas County, Florida. Although United has ceased doing business, its contracts were sold to Suncoast Incentives, LLC (Suncoast), a related company.

7. Donna Loher's son, Defendant Nicholas Congleton is the manager of Suncoast Incentives, LLC, ("Suncoast") with its principal location at 695 Central Avenue, Suite 150-E, St. Petersburg, FL 33701 on September 26, 2005. The registered agent for Suncoast is Nicholas Congleton, located at the same address. Nicholas Congleton is its Managing Member.

8. Suncoast operated under the fictitious names of Suncoast Vacations and Suncoast Travel Network. In its application for registration of its fictitious name of Suncoast Vacations, it listed an address of 7850 Ulmerton Road, Suite 5, Largo, FL 33771, as the address of Suncoast.

9. Suncoast continued the sales of vacation packages in much the same manner as United.

10. Suncoast has sold discount travel plans to customers throughout the United States, including customers in Florida.

11. In 2008, Nicholas Congleton bought ZRC Holdings, Inc., and established Royal Palm Vacations (Royal Palm), another related company, as a d/b/a. As of 2009 all the travel service plans are being sold through Royal Palm.

12. ZRC Holdings, Inc. d/b/a Royal Palm Vacations (Royal Palm) is a Nevada corporation. Its registered agent is State Agent and Transfer Syndicate, Inc., 112 North Curry Street, Carson City, Nevada 89703-4934. Nicholas Congleton is its President. Royal's actual business operations are in Florida notwithstanding its office address in Nevada. Phone calls are all handled in Florida offices.

13. The financing of contracts for United, Suncoast, and Royal Palm was first provided by DBN Financial, LLC d/b/a Capital Financial (Capital), yet another related company.

14. Capital is located at 13575 58th Street North, Suite 115, Clearwater, FL 33760. The Managing Member of Capital is the CF Irrevocable Trust, 2655 Ulmerton Road, Clearwater, FL 33765. Its Registered Agent is Thomas Little, located at 2123 NE Coachman Road, Suite A, Clearwater, FL 33765.

15. Capital provided the financing for travel club memberships sold by United, Suncoast, and Royal.

16. United, Suncoast, and Royal Palm have all utilized TS USA, LLC (TS USA), another related company, to provide the travel services.

17. TS USA, LLC, ("TS USA") is located at 13113 66th Street North, Unit 101-102, Largo, FL 33773. The managers of the LLC are the LL Revocable Trust, and the LL Irrevocable Trust, both located at P.O. Box 4188, Clearwater, FL. 33758-4188. Thomas Little, 2123 NE Coachman Road, Suite A, Clearwater, FL 33765 is the registered agent.

18. World Vacation Destinations, LLC, ("World"), another related company, provides marketing services on behalf of Suncoast and Royal Palm. It also provides or makes arrangements to provide the "free cruise" or other offer made to prospective customers.

19. World is located at 13575 58th Street North, Suite 175, Clearwater, FL 33760. The Managing Members of the LLC are the SGG Revocable Trust and the SGG Irrevocable Trust, both located at P.O. Box 4457, Clearwater, FL 33758. Thomas Little, 2123 NE Coachman Road, Suite A, Clearwater, FL 33765 is the registered agent.

20. Nicholas Congleton directs and controls the activities of all the above related corporations ("Congleton Companies"). In addition to being either the President or Managing Member of the above corporations, Mr. Congleton is also the beneficiary of the trusts that are the managers of TS USA and World. Congleton's address is 3185 Shoreline Drive, Clearwater, FL 33760.

21. Money flows from one Congleton Company to another without regard to any corporate structure. Mr. Congleton controls all the money, and spends substantial sums of corporate money on personal endeavors.

22. The Congleton Corporations are, in fact, simply alter egos of Nicholas Congleton.

Venue

23. The statutory violations and Defendants' activities alleged herein occurred in or affect more than one judicial circuit in the State of Florida, and include business and sales presentations throughout the United States. Customers include citizens of a number of states, including customers residing in Pinellas County in the Sixth Judicial Circuit.

24. Suncoast, Capital, TS USA, and World all have their principal places of business in either Clearwater or Largo and venue is appropriate in this Circuit. Royal Palm, although a licensed Nevada company, actually conducts its business out of the above mentioned Florida offices in this Circuit, so venue is appropriate for that company as well.

25. All actions material to the complaint have occurred between September 1, 2005, and the present and are not precluded by the time limitations in Section 501.207(5).

STATEMENT OF FACTS AND DEFENDANTS' COURSE OF CONDUCT

26. United, Suncoast and Royal Palm have all sold travel packages. The companies target financially secure middle aged or older couples who have a desire to travel.

27. The sales pitch at the seminar is very professional, and offers people the opportunity to "never pay retail again" for travel. A number of examples are shown whereby customers can travel and stay for next to nothing at thousands of locations.

The Department has a copy of the sales presentation on video, and has direct evidence of the misleading statements used to make the sales pitch. Salesmen tell consumers that they can travel at a substantial discount; however, given that there is only one contract with one condo association, it is obvious that most travel cannot be discounted.

28. At the conclusion of the seminar, individual salesmen attempt to sell the travel packages to the couples. The sales pitch is aggressive and frequently successful.

29. Couples sign up for lifetime travel packages costing between \$2,495 and \$7,495. These packages also have annual fees ranging from \$199 to \$249. During the sales presentation, customers are advised that they can “will” the travel plan to their children. The only problem with this claim is that the Congleton Companies have made no arrangements with other companies to keep the travel service going at any time into the future.

30. To entice consumers to attend the seminar, the Congleton Companies send out post cards in a particular area and offer the couples that attend a “free cruise” or similar prize for attending the seminar. The post cards feature popular cruise line ships, well known airlines, and the like, implying a relationship with these companies.

31. The companies featured on the post card have no relationship with the Congleton Companies and have not authorized the use of their logos or names and have no relationship with any of the Congleton Companies.

32. World now offers the “free cruise” promised for attending the seminar. However, the cruise is not free. There is a substantial fee for taking the cruise. The Congleton Companies are aware of the cruise fees; but still advertise the cruise as “free.” The Congleton Companies used to utilize a third party to arrange the “free

cruise”; however, the arrangement was still as bad for the consumer with fees associated with the cruise.

33. Typically, if a couple wants to sign up for a package within their three day rescission period, TS USA makes every effort to accommodate their needs and to provide them a good value. TS USA does this not through any arrangements it has with the travel providers, but rather by simply paying for it out of the consumer’s fees or rebating its own commissions.

34. Once the rescission period has passed the couple finds it difficult, if not impossible, to book any trip through TS USA at a substantial savings. The reason why is simple: the whole scheme is based on fraud. The companies have only one rental contract – with a large condominium association – but that is all they have. They do not have any contract with any airlines, cruise lines, hotels, or motels. It is difficult to travel at a substantial discount if one pays retail for all airline tickets, all cruise line tickets, and all hotels and motels.

35. Although the presentation shows discount resorts in a number of desirable locations; few couples ever see those resorts as a result of their memberships. Attempting to book those resorts through TS USA results in failure; frequently the nearest available resort is miles away from the desired location.

36. In short, most customers can do just as well booking online for their airfares, cruise tickets, hotels or motels.

37. Customers attempting to book vacations utilizing TS USA report that they have little or no success in obtaining bookings.

38. The elaborate corporate setup with all the various Congleton Companies is designed to keep customers from obtaining the benefit of their bargain. The Congleton companies state that they are unrelated when they are actually all a part of a corporate scheme to defraud money from consumers.

39. Customer accounts were financed through Capital Financial, one of the Congleton Companies. Capital is a named Defendant because, under Florida Statute 516.31(2), it is a "holder or assignee of any negotiable instrument . . . which originated from the purchase of certain consumer goods or services is subject to all claims and defenses of the consumer debtor against the seller of those consumer goods or services."

40. If Capital Financial owns accounts that were obtained by a violation of the unfair and deceptive trade practice act, it is subject to consumer claims just as if it had committed the practice itself.

41. Royal Palm took over the business from Suncoast, and participated in presentations made throughout the United States. The same marketers that sold Suncoast continued selling Royal Palm. The same people answered the phone here in Florida for both companies.

42. However, employees would routinely lie to customers and state that they were in Nevada although they were sitting in their Florida offices. Customers attempting to send packages to the Nevada location would have them unanswered for days sitting unopened. When Royal Palm started business, there were no employees in Nevada. Eventually one employee was hired who would show up on an occasional basis to pick up mail.

43. All the correspondence, billing, telephone calling and other services took place in Florida; no business occurred in Nevada.

44. As a part of the deception, various employees under the control of Nicholas Congleton utilized a signature stamp of Donna Loher, his mother, long after her death, in order to sign contracts and conduct business. These employees, and Nicholas Congleton, all knew that Ms. Loher was dead.

45. The final deception is that the contract utilized by Royal Palm and Suncoast promises virtually nothing. There is no consideration by any of the Congleton Companies for the payment of the fees.

46. The travel contracts utilized by Royal Palm, United, and Suncoast effectively make no enforceable promise for the payment made by the consumer. The contracts specifically do not permit the booking of particular resorts, particular weeks, or a host of other items that vacationing consumers need to plan a vacation. Most consumers report that they cannot get their desired weeks or locations no matter how many dates and locations they provide to the Defendants.

47. Although the Congleton Companies are all interrelated, they contend, both over the telephone and in court filings, that they are all independent. In fact, the Congleton Companies are all tied together by Congleton in an attempt to thwart recovery by consumers and the Department.

COUNT I

VIOLATIONS OF CHAPTER 501, PART II, Fla. Stat.
DECEPTIVE AND UNFAIR TRADE PRACTICES by SUNCOAST

48. Plaintiff realleges paragraphs 1 through 47 as if fully set forth herein, and further alleges:

49. Chapter 501, Part II, Florida Statutes is entitled, "Florida Deceptive and Unfair Trade Practices Act." Section 501.204(1) of the Act provides that, "unfair 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."

50. As set forth in paragraphs 26 through 29, Suncoast has engaged in representations and omissions which are material, and which had the tendency or capacity, or which were likely, to mislead consumers acting reasonably under the circumstances. Suncoast has also engaged in unfair competition and acts and practices which are unconscionable, unfair or deceptive. Further, Suncoast has committed acts or practices in trade or commerce which offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers. Thus, Suncoast has engaged in unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of section 501.204(1), Florida Statutes (2008).

51. The aforesaid acts and practices of Suncoast were to the injury and prejudice of the public.

COUNT II

VIOLATIONS OF CHAPTER 501, PART II, Fla. Stat.
DECEPTIVE AND UNFAIR TRADE PRACTICES by ROYAL PALM

52. Plaintiff realleges paragraphs 1 through 47, as if fully set forth herein, and further alleges:

53. Chapter 501, Part II, Florida Statutes is entitled, "Florida Deceptive and Unfair Trade Practices Act." Section 501.204(1) of the Act provides that, "unfair 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."

54. As set forth in paragraphs 41 through 45 Royal Palm has engaged in representations, omissions which are material, and which had the tendency or capacity, or which are likely, to mislead consumers acting reasonably under the circumstances. Royal Palm has also engaged in unfair competition and acts and practices which were unconscionable, unfair or deceptive. Further, Royal Palm has committed acts or practices in trade or commerce which offend established public policy and were unethical, oppressive, unscrupulous or substantially injurious to consumers. Thus, Royal Palm has engaged in unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of section 501.204(1), Florida Statutes (2008).

55. The aforesaid acts and practices of Royal Palm were to the injury and prejudice of the public.

COUNT III

LIABILITY OF CAPITAL FINANCIAL PURSUANT TO F.S. 516.31

56. Plaintiff realleges paragraphs 1 through 47 as if fully set forth herein, and further alleges:

57. As set forth in paragraphs 39 and 40, Capital is subject to consumer claims and defenses under Florida Statute 516.31, law just as the other Congleton Companies, whether or not it participated in the deception. It is liable to consumers for the violations committed by the Congleton Companies.

COUNT IV

VIOLATIONS OF CHAPTER 501, PART II, Fla. Stat. DECEPTIVE AND UNFAIR TRADE PRACTICES by TS USA

58. Plaintiff realleges paragraphs 1 through 47 as if fully set forth herein, and further alleges:

59. Chapter 501, Part II, Florida Statutes is entitled, "Florida Deceptive and Unfair Trade Practices Act." Section 501.204(1) of the Act provides that, "unfair 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."

60. As set forth in paragraphs 33 through 37, TS USA has engaged in representations and omissions which are material, and which had the tendency or capacity, or which were likely, to mislead consumers acting reasonably under the circumstances. TS USA has also engaged in unfair competition and acts and practices which are unconscionable, unfair or deceptive. Further, TS USA has committed acts or practices in trade or commerce which offend established public policy and are unethical,

oppressive, unscrupulous or substantially injurious to consumers. Thus, TS USA has engaged in unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of section 501.204(1), Florida Statutes (2008).

61. The aforesaid acts and practices of TS USA were to the injury and prejudice of the public.

COUNT V
VIOLATIONS OF CHAPTER 501, PART II, Fla. Stat.
DECEPTIVE AND UNFAIR TRADE PRACTICES by WORLD

62. Plaintiff realleges paragraphs 1 through 47, as if fully set forth herein, and further alleges:

63. As set forth in paragraphs As set forth in paragraphs 30 through 32, World has engaged in representations and omissions which are material, and which had the tendency or capacity, or which were likely, to mislead consumers acting reasonably under the circumstances. World has also engaged in unfair competition and acts and practices which are unconscionable, unfair or deceptive. Further, World has committed acts or practices in trade or commerce which offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers. Thus, World has engaged in unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of section 501.204(1), Florida Statutes (2008).

64. The aforesaid acts and practices of World were to the injury and prejudice of the public.

COUNT VI
VIOLATIONS OF CHAPTER 501, PART II, Fla.Stat.
DECEPTIVE AND UNFAIR TRADE PRACTICES by CONGLETON

65. Plaintiff realleges paragraphs 1 through 47, as if fully set forth herein, and further alleges:

66. Congleton knew or should have known that these actions of the Congleton Companies were in violation of the Florida Deceptive and Unfair Trade Practice Act, Part II. Defendant Congleton at all times relevant to the complaint herein, directly participated in the conduct alleged herein; or directed or controlled the practices and policies of the Congleton Companies complained of herein and had authority to control them; and had actual or constructive knowledge of the acts and practices complained of herein; or exercised a reckless indifference to the truth or falsity of such acts or practices; or had an awareness of a high probability of fraud with an intentional avoidance of the truth.

67. By engaging in the conduct set forth above, Congleton engaged in representations, acts, practices or omissions which are material and likely to mislead, and in fact did mislead consumers acting reasonably under the circumstances. Thus Defendant Congleton has violated section 501.204(1), Florida Statutes.

68. Congleton's acts and practices alleged herein have and continue to injure and prejudice Florida consumers.

69. Unless Defendant Congleton is permanently enjoined from engaging further in the acts and practices alleged herein, the continued activities of Defendant will result in irreparable injury to the public, in violation of section 501, Part II, Florida Statutes.

RELIEF REQUESTED

WHEREFORE, Plaintiff, Office of the Attorney General, Department of Legal Affairs, State of Florida, asks for judgment:

A. Permanently enjoining Congleton personally, and his companies, Suncoast, Royal Palm, TS USA, World, Capital, and their 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 methods, acts or practices which are unfair methods of competition or deceptive or unfair acts and practices. More specifically, Plaintiff asks the court to enjoin Defendants as follows:

1. Prohibiting the sale of any travel packages.
2. Refunding all customers' money for the initial sale of the travel package and for annual fees.
3. Forbidding Suncoast, Royal Palm, TS USA, World and Congleton from claiming or implying any commercial relationship with any company absent a contract with that company.
4. Awarding Plaintiff actual damages on behalf of consumers injured by the unfair competition or deceptive or unfair acts or practices of Defendants, in accordance with section 501.207(1)(c), Florida Statutes.
5. Assessing against Defendants civil penalties in the amount of ten thousand dollars (\$10,000) for each of the known violations of Chapter 501, Part II, pursuant to section 501.2075, Florida Statutes (2008), and

penalties of \$15,000 per violation for each of the known violations against senior citizens as provided by section 501.2077, Florida Statutes (2008).

6. Awarding reasonable attorney's fees and costs to Plaintiff, pursuant to sections 501.2105, and 501.2075, Florida Statutes.
- B. Prohibiting Capital from receiving or collecting any money from consumers of any of the Congleton Companies.
- C. Requiring the Congleton Companies and Congleton personally to refund all customers' money received from consumers for the initial travel package, the annual renewals, or any surcharges on the annual renewals.
- D. Requiring the Congleton Companies to refund any monies currently being held in anticipation of travel.
- E. Granting such other relief as this Honorable Court deems just and proper.

DEMAND FOR JURY TRIAL

The State demands a trial by jury for all issues so triable.

Respectfully Submitted,

BILL McCOLLUM
ATTORNEY GENERAL



ERIC B. TILTON
SENIOR ASSISTANT ATTORNEY GENERAL
Florida Bar #231681
Department of Legal Affairs
PL-01 The Capitol
Tallahassee, Florida 32399-1050
(850) 414-3600

IN THE CIRCUIT COURT OF THE
SIXTH JUDICIAL CIRCUIT IN AND
FOR PINELLAS COUNTY, FLORIDA

State of Florida
Office of the Attorney General
Department of Legal Affairs,

Plaintiff,

vs.

Case No. 2009CA _____

Suncoast Incentives, LLC, ZRC
Holdings, Inc. d/b/a/ Royal Palm
Travel, DBN Financial, LLC, d/b/a
Capital Financial, TS USA, LLC,
World Vacation Destinations, LLC,
and Nicholas Congleton


Defendants.

DETERMINATION OF PUBLIC INTEREST

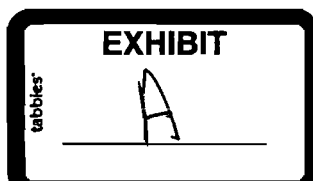
COMES NOW, **BILL McCOLLUM**, ATTORNEY GENERAL, STATE OF
FLORIDA, and states:

1. Pursuant to Section 20.11, Florida Statutes, I am the head of the Department of Legal Affairs, State of Florida (hereinafter referred to as the Department).
2. In this matter, the Department seeks actual damages on behalf of one or more consumers caused by acts or practices performed in violation of Chapter 501, Part II, Florida Statutes.
3. I have reviewed this matter and I have determined that an enforcement action serves the public interest.

Dated: 9/1/09



BILL McCOLLUM
ATTORNEY GENERAL



IN THE CIRCUIT COURT OF THE
SIXTH JUDICIAL CIRCUIT IN AND
FOR PINELLAS COUNTY, FLORIDA

State of Florida
Office of the Attorney General
Department of Legal Affairs,

Plaintiff,

vs.

Case No. 2009CA _____

Suncoast Incentives, LLC., ZRC
Holdings, Inc. d/b/a/ Royal Palm
Vacations, DBN Financial, LLC, d/b/a
Capital Financial, TS USA, LLC,
World Vacation Destinations, LLC.,
and Nicholas Congleton,

Defendants.

Plaintiff's First Request to Produce to TS USA

The Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs, by and through its undersigned counsel, pursuant to Rule 1.350(b), Florida Rules of Civil Procedure, requests Defendant, TS USA, to produce and permit Plaintiff to inspect and copy each of the documents listed below within forty five (45) days from the date of service of this Request.

DEFINITIONS

"Defendant," "TS USA," "you," or "your" means TS USA LLC, and any and all representatives, agents or other persons acting or purporting to act on behalf of defendant.

"Plaintiff" means State of Florida, Office of the Attorney General, Department of

Legal Affairs.

“Document(s)” means written, recorded or graphic matter of every type and description prepared, produced, reproduced, disseminated or made which is or was in your possession, custody, or control, including, but not limited to, all external or internal memoranda, letters, minutes, bulletins, instructions, charts, literature, work assignments, reports, memoranda of conversations, notes, e-mails, diaries, calendars, appointment books, notebooks, computer memories, computer disks, drafts, drawings, films, graphs, photographs, taped records, data sheets, data compilations, work sheets, records statistics, speeches, writings or other recorded or graphic matters of any kind or nature, and all mechanical and electronic sound recordings, or transcripts thereof, and any retrievable electronic data from which information can be obtained. The term “document” further includes each copy which is not identical to the original or to any other copy.

“Related to” or “relating to” means each document which refers or pertains to, discusses, embodies, records, evidences or contains any information which relates in any manner to the referenced subject.

The term “identify” as it relates to a conversation means state the name, current or last known residence and business address, and all telephone numbers of each person participating in the conversation, the name, employer and job title of each person present for the conversation, the date of the conversation, whether it was in person or by telephone, and the substance of each conversation.

The term “identify” as it relates to a document means state the name, current or last known residence and business address of each person who wrote, prepared or

contributed to the writing of a document or otherwise signed the document or adopted it as the author or co-author, the date of the document, the addressee or intended recipient of the document, and the name and job title of the person in custody of that document, the subject matter of the document, the title of the document, and the location of the document.

The term "identify" as it relates to a person means state the name, current or last known residence and telephone numbers and business address and all telephone numbers of that person.

"Communications" means all correspondence, memoranda, diaries, calendars, notes, email or evidence of any oral communications.

"Customer" means any natural person or any legal entity, including but not limited to, a corporation, partnership or unincorporated association.

INSTRUCTIONS

Florida Rule of Civil Procedure 1.350(b) requires you to produce all documents as they are kept in the usual course of business, or identify them to correspond with the specific paragraph numbers of this document request. If there are no documents responsive to any particular document request, please state so in your response to the corresponding numbered request.

Specify which documents are being produced in response to each of the numbered requests.

If the original of any document requested is not in your possession, custody, or control furnish the best available copy of that document in your possession, custody or

control, and state, to the best of your knowledge the name and address of the person in possession, custody or control of the original.

If you claim a privilege for any document requested, state the privilege, state the facts that support the claim of privilege, state which request(s) that document is responsive to, and identify the document.

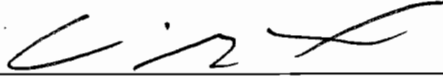
If any responsive document has been destroyed, discarded or otherwise disposed of, identify the document and state the (a) date of destruction or other disposition, (b) manner of destruction or other disposition, (c) reason for destruction or other disposition, (d) the identity of the person destroying or disposing of the document, and (e) the document request to which the document is responsive.

Unless otherwise stated, responsive documents created during the time period September 1, 2005 to present shall be produced.

Electronic data should be produced in Microsoft Access (MDB) format, Dbase (DBF) format, Excel (xls) format or ASCII comma separated or fixed length format text file (CVS) or (TXT) and shall include all file, record and field format definitions and the instructions, codes or information necessary to retrieve the data. Such electronic data should be provided on one of the following media: CD, DVD or flash drive, and each file contained thereon should not exceed 10 MB.

Respectfully Submitted,

BILL McCOLLUM
ATTORNEY GENERAL



ERIC B. TILTON
SENIOR ASSISTANT ATTORNEY GENERAL
Florida Bar #231681
Department of Legal Affairs
PL-01 The Capitol
Tallahassee, Florida 32399-1050
(850) 414-3600

Documents to be Produced

1. Copies of all contractual agreements between TS USA, LLC dba Travel Services or with any other entity owned and operated by Nicholas Congleton and Monterey Financial Services, Inc. as it relates to the collection of membership fees or delinquent funds from members/consumers.

2. Copies of all correspondence between Monterey Financial Services, Inc. and both Nicholas Congleton and Christy Daniel as agents of Travel Services to include emails, applications, financial disclosures and any other documents relating to Monterey's relationship with Travel Services.

3. Documents which identify the total dollar figure paid to Travel Services or Nicholas Congleton, the date (s), account number(s), routing number(s) and name of the financial institution to which these funds were transferred.

4. Documents or lists which identify the member accounts of the travel memberships in which Monterey Financial Services purchased from Travel Services and is actively collecting, has collected in full or disposed of in whatever manner to include name, street address, city, state, zip and phone number(s).