

**In the Circuit Court of the Ninth Judicial Circuit,
In and for Orange County, Florida**

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

Plaintiff,

v.

Map Destinations, LLC, a Florida
Limited Liability Company;

Marcipe, Inc., a Florida Corporation;

Florida Beaches Destination Club, LLC,
a Florida Limited Liability Company;

RSI Holdings, LLC, a Florida Limited
Liability Company;

Reservation Services Group, LLC, a
Florida Limited Liability Company;

RSI Affinity, LLC, a Nevada Limited
Liability Company d/b/a RSI Vacations;

Travel Resource Solutions, Inc., a
Florida Corporation d/b/a Reservation
Services International, Inc.;

Peggy E. Bronaugh-Lehman,
individually;

Kevin V. Lehman, individually;

Thomas B. Middleton, individually;

Cheryl Reeves Arscott, individually;

Richard E. Arscott, individually;

Stephen Brandon Bizar, individually;

Charles Angelos Speros, individually;

Case No.: 2015-CA-011413-O

Division: 40

James Edward Carey III, individually;
William Ronald New, individually;
Defendants.

**Complaint for Injunctive Relief, Civil Penalties
and Other Statutory Relief**

The Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs (the “Attorney General”), sues Defendants Map Destinations, LLC, Marcipe, Inc. (both companies hereinafter referred to collectively as “Map Destinations”), Florida Beaches Destination Club, LLC, d/b/a Suite Journeys and Diamond Vacations International (hereinafter “Florida Beaches”), RSI Holdings, LLC, Reservation Services Group, LLC d/b/a Reservation Services International or RSI, RSI Affinity, LLC d/b/a RSI Vacations, Travel Resource Solutions, Inc. d/b/a Reservation Services International (all four companies hereinafter referred to collectively as “RSI”), Peggy E. Bronaugh-Lehman, Kevin V. Lehman, Thomas B. Middleton (the three individuals hereinafter referred to collectively as the “Map Destinations Individual Defendants”), Cheryl Reeves Arscott, Richard E. Arscott, Stephen Brandon Bizar, Charles Angelos Speros, James Edward Carey III, and William Ronald New (the six individuals hereinafter referred to collectively as the “RSI Individual Defendants”) (all defendants hereinafter referred to collectively as “Defendants”) for its Complaint alleges:

Statutory Authority

1. The Attorney General brings this action pursuant to Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), to obtain temporary, preliminary, and permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts or practices in violation of Section 501.204, Florida Statutes (2015).

Overview of the Travel Promotion Scheme

2. The Defendants in this case are part of a scheme which uses incentives to entice consumers to attend sales presentations for travel club memberships costing thousands of dollars which ostensibly offer deeply discounted travel. However, the Defendants in this case mislead consumers about the nature of the complimentary incentive and grossly overstate the savings available through travel club membership. Defendants profit from the thousands of dollars they charge up front for the travel club memberships while the consumers they deceive receive little or nothing of value.
3. Defendants Map Destinations and Florida Beaches sell travel club memberships consisting of RSI's travel benefits, including access to a "members only" website and a toll-free customer service line staffed by "travel experts". The RSI travel benefits are sourced, created, and administered by the Defendant RSI. Map Destinations and Florida Beaches operate as Distributors for the Travel Fulfillment Company, RSI.
4. The Distributors promise consumers they will be able to save money on all types of travel, will obtain better pricing than available on free travel sites (e.g. Expedia, or Travelocity or directly contacting a hotel or airline) and will recoup their initial membership cost of thousands of dollars. These travel discounts are available to consumers through RSI's travel benefits.
5. The Attorney General, in the course of its investigation, has reviewed over 100 complaints directed at Map Destinations, over 50 complaints directed at Florida Beaches and over 300 complaints directed towards RSI and other Distributors who sell travel club memberships powered by RSI.

INDUSTRY OVERVIEW

6. Throughout the travel club membership sales process, a consumer may be filtered through a (1) Promoter, (2) Scheduler, (3) Distributor, (4) Travel Fulfillment Company, and (5) Vacation Certificate Redemption Company (these terms are defined more fully below). Throughout the relevant times covered by this Complaint, Defendants Map Destinations and Florida

Beaches acted primarily as Distributors, while RSI acted as a Travel Fulfillment Company.

The Promoter and the Scheduler

7. A Promoter reaches millions of consumers across the country through direct mail campaigns, telemarketing calls, emails, and/or strategically placed sales kiosks at various vacation destinations. A Promoter makes the first contact with the consumer and offers the bait, a purportedly complimentary incentive, such as a cruise, airfare for two, hotel accommodations, tablets, attraction tickets, or gifts cards (hereinafter collectively referred to as an "incentive") to entice consumers to attend a travel club sales presentation offered by the Distributor. Consumers who call in response to the Promoter's materials are answered by a Scheduler who asks the consumer some preliminary questions about the consumer's age, marital status, income level, employment status, and availability of credit. The initial qualification process ensures that only those consumers with a healthy disposable income are eligible to attend the travel club sales presentation. The Scheduler then makes the arrangements for the consumer to attend a sales presentation.

The Distributors and the Travel Fulfillment Companies

8. There are two types of Distributors: in-person presenters and post-presentation telemarketers. The Distributor, who operates in-person presentations, conducts high-pressure sales presentations designed to coerce consumers into purchasing expensive travel club memberships. The Distributors typically follow the same sales presentation format; initially, they present a PowerPoint or video to the group. Then they separate the couples, and assign each one an individual salesperson for added sales pressure.
9. At the sales presentation, the Distributor spends 60 to 90 minutes touting the deeply discounted travel deals his or her travel club offers. The Distributors promise consumers that they will be able to save money on all types of travel, and will obtain better pricing than available on free travel sites (e.g. Expedia, Priceline), which are all available through the Travel

Fulfillment Company's "members only" website and toll-free customer service line. The Distributors tout the Travel Fulfillment Company's BBB rating, and affiliations with well known travel associations. They also show screenshots of images from the website created by the Travel Fulfillment Company.

10. Even though the Distributor is not the company who sources the deals, creates the "members only" website, or runs the toll-free customer service line, the travel club membership is marketed to the consumer under the Distributor's name. After the consumer purchases the membership, all travel inquiries or bookings are made through the Travel Fulfillment Company because it sources the deals, creates the "members only" website, and runs the toll-free customer service line.
11. If the Distributor successfully convinces the consumer to purchase a travel club membership, the consumer is given a username and password to log on to the "members only" website created by the Travel Fulfillment Company and a toll-free number staffed by the Travel Fulfillment Company's "travel experts."
12. Consumers frequently complain that the "members only" website is difficult to use, the toll-free customer service is poor, and the travel deals fail to offer any real savings or value. It is at this point when the purpose behind the layers of businesses becomes apparent. When consumers complain about the services provided by the Travel Fulfillment Company, the Travel Fulfillment Company distances itself from the Distributors and their representations; it claims the Distributor is responsible for any and all representations made to the consumers about the Travel Fulfillment Company's service.
13. At the conclusion of the presentation, instead of giving the consumer the previously promised incentive, the Distributor provides consumers with a vacation certificate to be redeemed through the Vacation Certificate Redemption Company, after payment of a deposit and other conditions and restrictions are met. In some cases, other incentives, including cash cards,

restaurant vouchers, sailboat tickets, or trolley tickets are given to attendees at the conclusion of the presentation.

14. Alternatively, if a consumer does not purchase after attending an in-person presentation, some consumers are later contacted by a second form of Distributor, a post-presentation telemarketer. The telemarketer informs the consumer he or she has won a drawing for a complimentary travel club membership and can obtain access to the travel club benefits by paying only the activation fee of a few hundred dollars and an annual renewal fee to the Travel Fulfillment Company, rather than the thousands of dollars the consumer would have paid to the presentation Distributor.

The Vacation Certificate Redemption Company

15. In some instances where the incentive consisted of a complimentary vacation, the Distributor provided consumers with a vacation certificate so laden with terms and conditions that redemption, if at all possible, became a difficult process. The Distributor generally purchases the vacation certificates from the Vacation Certificate Redemption Company. It tells consumers it is not affiliated with the incentive and that redemption of the incentive is solely handled by the Vacation Certificate Redemption Company. Generally, this is the first time consumers are notified of the existence of the Vacation Certificate Redemption Company and that additional strings are attached to their incentive.
16. When consumers attempt to redeem their vacation certificate, they typically face previously undisclosed deposits, fees, taxes, extensive date restrictions, and tedious terms and conditions that are nearly impossible to satisfy. This process is exhausting to consumers, and in some cases, despite consumers' compliance with terms and conditions, selected dates and vacation certificates are arbitrarily voided by the Vacation Certificate Redemption Company. The rate of consumers who actually redeem any incentive whatsoever is generally a very small percentage of the total number of the consumers who were promised the incentive, sometimes even as low as a fraction of one percent. Out of sheer frustration, many consumers cancel their vacation certificates and abandon their deposits after multiple refund

requests. This phenomenon, often described as “slippage,” provides the Vacation Certificate Redemption Company with an additional source of income - forfeited consumer deposits.

Jurisdiction and Venue

17. Attorney General Pamela Jo Bondi determined that this enforcement action against the Defendants serves the public interest. § 501.207(2), Fla. Stat.
18. This court has subject matter jurisdiction under FDUTPA.
19. Venue is proper in this circuit court under section 47.011, Florida Statutes because Orange County is the county where one of the corporate Defendants has an office for transaction of its customary business, consistent with section 47.051, Florida Statutes.

The Attorney General

20. The Attorney General is a government agency that enforces FDUTPA, which prohibits deceptive and unfair trade practices. § 501.203(2), Fla. Stat. In this action, the statutory violations have affected two or more judicial circuits and the Attorney General is the enforcing authority. *Id.*
21. The statutory violations have affected numerous Florida consumers and consumers throughout the country.

The Defendants

22. Defendant Map Destinations, LLC, is a for-profit Florida limited liability company with its principal place of business located at 28 San Marco Avenue, St. Augustine, Florida 32084.
23. Defendant Marcipe, Inc. is the managing member of Defendant Map Destinations, LLC. Defendant Marcipe, Inc. maintains a principal address of 1101 Miranda Lane, Kissimmee, Florida 34741 and a mailing address of 1924 Lakebrook Circle, Dandridge, Tennessee 37725. The president of Defendant Marcipe, Inc. is Defendant Peggy Bronaugh-Lehman.

24. Defendants Kevin V. Lehman, Peggy Bronaugh-Lehman, and Thomas B. Middleton are the officers, members, owners, or otherwise have an interest in Map Destinations.
25. Defendant Florida Beaches Destinations Club, LLC is a for-profit Florida limited liability company with its principal place of business located at 2627 N. Atlantic Ave., Daytona Beach, FL 32118 and has a mailing address of 150 Governors Square, Peachtree City, GA 30269. Florida Beaches operates under the fictitious names of “Suite Journeys” and “Diamond Vacations International.” The managing member of Florida Beaches is Defendant RSI Holdings, LLC.
26. Defendant RSI Holdings, LLC, is a Florida limited liability company whose principal place of business is located at 501 N. Wymore Road, Winter Park, Florida 32789 and has a mailing address of 150 Governors Square, Peachtree City, GA 30269. Defendant RSI Holdings, LLC has six managing members: (1) Business Protection, LLC, (2) Vacation Link of Florida, Inc., (3) CFMN, LLC, Series A, (4) Gulf Coast Aviation, Inc., (5) Castor Corp, LLC, and (6) Trendstone, LLC.
27. The RSI Individual Defendants have the ability to control and do control the business activities of RSI Holdings, LLC.
28. The RSI Individual Defendants own or control the managing members of RSI Holdings, Inc.
29. Defendant William Ronald New is an officer, member, owner, or otherwise has an interest in Business Protection, LLC.
30. Defendant Stephen Brandon Bizar is the manager and majority stockholder of Vacation Link of Florida, Inc.
31. The manager and majority stockholder of Castor Corp, LLC is Defendant Charles Angelos Speros.
32. Defendant James Edward Carey, III is the manager and majority stockholder of Trendstone, LLC.

33. Defendant RSI Holdings, LLC is also an umbrella company for at least six other companies who are either subsidiaries or managed by Defendant RSI Holdings, LLC: (1) Defendant Reservations Services Group, LLC, (2) Defendant RSI Affinity, LLC, (3) Defendant Florida Beaches Destination Club, (4) Lagniappe Destinations, LLC, (5) Empire Mktg, LLC, LLC, and (6) Preferred Guest Services, LLC.
34. Defendant Reservation Services Group, LLC is a Florida limited liability company, whose principal place of business is located in at 501 N. Wymore Road, Winter Park, Florida 32789 and whose mailing address is 150 Governor's Square, Peachtree City, GA 30269. The managing member of Defendant Reservation Services Group, LLC is Defendant RSI Holdings, LLC.
35. Defendant RSI Affinity, LLC, is a Nevada limited liability company whose principal place of business is located at 150 Governor's Square, Peachtree City, GA 30269. The managers of RSI Affinity, LLC, are Business Protection, LLC, Vacation Link of Florida, Inc., Castor Corp, LLC and Trendstone, LLC. Defendant RSI Affinity, LLC operates under the fictitious name of RSI Vacations and uses the trade name Winner's Circle.
36. Defendant Travel Resource Solutions, Inc. is a for-profit Florida corporation with its principal place of business located at 501 N. Wymore Road, Suite 200, Winter Park, Florida 32789 and mailing address of 1090 Planters Lane, Greensboro, GA 30642. Defendant Travel Resource Solutions, Inc. changed its name from Reservation Services International, Inc. on September 11, 2014. Defendant Travel Resource Solutions, Inc. operates under its former name of Reservation Services International, Inc. and the following fictitious names: Best Vacations Ever, Preferred Guest Resorts, Travel Resource Solutions, TRC Travel Center, TRS Reservations, TRS Travel and TRS Marketing Group.
37. Defendants Cheryl Reeves Arscott, Richard E. Arscott, and Stephen Brandon Bizar are the owners and/or officers of Defendant Travel Resource Solutions, Inc.

Commerce

38. At all times material to this Complaint, Defendants have engaged in “trade or commerce” as defined in Section 501.203(8), Florida Statutes.

Defendants’ Business Practices

39. RSI sells its travel benefit service, through Distributors such as Map Destinations, Florida Beaches, doing business as Suite Journeys and Diamond Vacations International, and RSI Affinity, LLC, doing business as Winner’s Circle.
40. The purpose of the RSI travel benefits is to provide consumers with discounted pricing on travel and a convenient place for consumers to book their travel. The RSI travel benefits include a “members only” website that is customized and maintained by RSI, and access to travel experts employed by RSI, available via toll-free number, to arrange and book travel for consumers.
41. The RSI travel benefits are sold to consumers as a travel club membership marketed in the Distributor’s name. So a consumer purchasing RSI travel benefits from Map Destinations will be enrolled in the “Map Destinations Travel club” and a consumer purchasing RSI travel benefits from Florida Beaches will be enrolled in a “Suite Journeys Travel club,” even though the all of the travel benefits they are entitled to as part of their membership are actually sourced, created, and administered by RSI.
42. Consumers are solicited to attend a Map Destinations’ or Florida Beaches’ presentation through promises of a complimentary incentive. In some instances consumers are solicited through the use of direct mailers informing consumers they have been selected to receive a complimentary incentive in exchange for attending a 90-minute presentation at Map Destinations or Florida Beaches. Other consumers are solicited in person at home shows or expos.
43. Many consumers, after attending the Map Destinations’ or Florida Beaches’ presentation, report difficulty in obtaining their incentive, or are required to

pay additional fees and costs to redeem their incentive. In other instances, they are given such limited travel dates as to render the ability for a consumer to redeem the vacation impossible, or the consumers are unable to redeem the incentive because it is cost-prohibitive.

44. The practice of RSI Distributors luring in consumers into presentations with promises of free travel, and then handing a consumer a vacation certificate for travel which is not free and difficult to redeem, is common across RSI Distributors selling RSI travel benefits; RSI is aware of this practice.
45. In other instances, consumers walk into the Map Destinations presentation center after seeing a large sign that states “Saint Augustine Information Center,” and “Discount, Tours and Attractions” with an arrow pointing to the Map Destinations presentation center.
46. Many consumers believe the Map Destinations location is the official City of Saint Augustine Visitor Information Center.
47. When consumers attend the Map Destinations’ presentation, the sales people first ask the consumer about their travel preferences. Next, consumers are asked to move to the theater seats facing a projection screen where an individual speaker will be giving a PowerPoint presentation. After the PowerPoint presentation ends, consumers are taken back to one of several small tables and are assigned to speak one-on-one with a sales person.
48. The presentation format at Florida Beaches is very similar. The sales presentation starts with a PowerPoint presentation and then consumers meet with sales people one-on-one.
49. Map Destinations, Florida Beaches, and other RSI Distributors blatantly advertise their partnership with RSI, and in some instances tell consumers RSI is their parent company. For example, they use the RSI logo in their presentation or in written materials distributed to consumers. Map Destinations, Florida Beaches, and other RSI Distributors typically advertise RSI’s credentials and affiliations rather than their own. In

numerous instances, they advertise RSI has been in business for upwards of 29 years, how RSI has varying numbers of members ranging from 250,000 to 500,000 members, and RSI's affiliations with travel associations such as IATA.

50. In many instances, during the sales presentations, Map Destinations, Florida Beaches, and other RSI Distributors do not distinguish between themselves or RSI and use terms like "us" or "we." For example, Map Destinations was incorporated in 2011, and Florida Beaches was incorporated in 2008, yet both use materials with references to RSI's number of customers, 30 years in business, and RSI's BBB rating.
51. RSI is aware RSI Distributors proactively advertise their relationship to consumers.
52. In varying instances, at Map Destinations the presenter typically gives an emotional narrative about the benefits of traveling and making memories with their children and their families. For instance, the presenter tells an emotional story about recently losing his wife or father, and how he wished he would have traveled more with his family member, so he would have made lasting family memories prior to their deaths.
53. Map Destinations, Florida Beaches, and RSI represent to consumers they will recoup the thousands of dollars consumers will pay upfront to join the travel club through the savings on travel they will have access to through RSI's travel benefits.
54. Despite the representations by Map Destinations, Florida Beaches, and RSI, Consumers report RSI's "members only" website and the 800 number do not have travel deals with significant savings sufficient to warrant the expenditure of an upfront cost of thousands of dollars.
55. Map Destinations, Florida Beaches and RSI represent to consumers that RSI's travel benefits will enable a consumer to secure travel at prices better than using resources available to the general public (i.e. Expedia, or Travelocity or directly contacting a hotel or airline).

56. Despite the representations by Map Destinations, Florida Beaches, and RSI, consumers can obtain the same travel deals offered by RSI on their own, using resources available to the general public (i.e. Expedia, or Travelocity or directly contacting a hotel or airline) for the same or lower price.
57. Map Destinations, Florida Beaches, and RSI represent the value of the RSI travel benefits stem from RSI's ability to secure for consumers deeply discounted wholesale pricing on hotels, condominiums, cruises, rental cars, vacation packages and other travel services.
58. Despite the representations by Map Destinations, Florida Beaches, and RSI, consumers report they are unable to secure deeply discounted wholesale pricing on hotels, condominiums, cruises, rental cars, vacation packages, and other travel services.
59. Map Destinations, Florida Beaches, and RSI make representations to consumers about the type of accommodations and specific locations available through RSI's travel benefits.
60. Despite the representations by Map Destinations, Florida Beaches, and RSI, consumers find they cannot reserve accommodations through the RSI website in the locations Map Destinations or Florida Beaches had advised were available.
61. Map Destinations and Florida Beaches represent to consumers RSI's travel benefits service will offer high quality accommodations for affordable prices.
62. Despite the representations by Map Destinations, Florida Beaches, and RSI, consumers find RSI's travel benefits service does not offer offer high quality accommodations for affordable prices.
63. Map Destinations, Florida Beaches, and RSI represent RSI's toll-free number provides consumers with travel specialists, with specialized knowledge, who will plan vacations for consumers, and save consumers time and effort.

64. Despite the representations by Map Destinations, Florida Beaches, and RSI, consumers obtain either no service or poor service from the toll-free customer service line or are redirected to plan their own vacations using publicly available websites, such as homeaway.com.
65. Map Destinations represents to consumers that RSI does not profit from commissions or booking fees traditionally charged by travel agents or internet booking engines.
66. Despite the representations by Map Destinations, RSI profits from any travel revenue and commissions when a consumer books travel through RSI's "members only" website and/or toll-free customer service number.
67. Map Destinations and Florida Beaches charge several thousands of dollars for their travel club memberships. The sales people at Map Destinations and Florida Beaches normally start with a very high price and then begin to lower the price in order to close the sale.
68. In 2015, consumers were told the anytime price of the membership was \$12,995 but then offered consumers a special "today only" price of \$8,995, available only on that day at that time.
69. Map Destinations will frequently make claims that the special "today only" price is a result of an "anniversary" sale.
70. Florida Beaches tells consumers the price of the Suite Journeys travel club membership starts at prices varying between \$12,000 and \$9,000. Suite Journeys also typically offers a special "today only" price for consumers.
71. The discounted or "today only" pricing offered by Map Destinations and Florida Beaches creates a high pressure sales environment.
72. If Map Destinations and/or Florida Beaches successfully convince the consumer to purchase a travel club membership, the consumer signs a Reservation Services License Agreement ("RSLA").

73. RSI provides and customizes the RSLA for Map Destinations, Florida Beaches, and other RSI Distributors.
74. The thousands of dollars paid upfront for the Map Destinations' or Florida Beaches' travel club membership only buys the consumer six to twelve months of access to the services provided by RSI. Thereafter to maintain access to the RSI travel benefits, consumers have to continue to pay on an annual basis a renewal fee to RSI, which varies from \$199 to \$299.
75. Map Destinations, Florida Beaches, and other RSI Distributors pay RSI an activation fee for each consumer enrolled into a travel club.
76. Map Destinations will frequently fail to disclose to consumers, as it is required to do so by law, that there is a three day-right of rescission available to consumers when purchasing their travel club membership.
77. Alternatively, if consumers do not purchase a travel club membership after attending an in-person presentation, some consumers are later contacted by RSI through a trade name of Winner's Circle. Winner's Circle informs consumers they have won a drawing and can obtain access to the RSI travel benefits by only paying the activation fee of a few hundred dollars and an annual renewal fee to RSI, rather than the thousands of dollars they would have paid upfront to the RSI Distributors Map Destinations or Florida Beaches.

Violations of FDUTPA

78. FDUTPA declares "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce" illegal. § 501.204(1), Fla. Stat.
79. FDUPTA is to be construed liberally to protect the consuming public and legitimate enterprises. § 501.202(2), Fla. Stat.
80. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by FDUTPA.

81. FDUTPA forbids the violation of “[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.” § 501.203(3)(c), Fla. Stat.
82. Map Destinations, Florida Beaches, and RSI had actual knowledge, or knowledge fairly implied on the basis of objective circumstances, that its acts, as described herein, were and are unfair and deceptive.

Individual Liability

83. The Map Destinations Individual Defendants had the authority to control the practices of Map Destinations.
84. The RSI Individual Defendants had the authority to control the practices of Florida Beaches, Map Destinations, and RSI.

Count 1: Deceptive Practices as to All Defendants

85. The Attorney General repeats and realleges the allegations contained in paragraphs 1-84.
86. Map Destinations, Florida Beaches, and RSI represent to consumers that in exchange for attending the presentation they will obtain a complimentary incentive. In truth and in fact, when consumers attempt to claim the complimentary incentive they were offered in exchange for attending the presentation, they are told they have to pay fees and costs or mail information to a third-party company to be able to claim their prize.
87. Consumers are often deceptively led to believe that the Map Destinations location is a government authorized visitor center. In truth and in fact, the Map Destinations location is not a government authorized visitor center.
88. Map Destinations and Florida Beaches offers consumers a special “today only” price available only on that day at that time, and Map Destinations depicts a special price is a result of an special anniversary sale. Map Destinations and Florida Beaches create a deceptive sense of urgency when in truth and in fact, Map Destinations and Florida Beaches routinely sell the

membership at the discounted “today only” price or lower rather than their regular “anytime” price.

89. Map Destinations, Florida Beaches, and RSI represent to consumers that RSI’s travel benefits will enable a consumer to secure travel at prices better than using resources available to the general public (i.e. Expedia, or Travelocity or directly contacting a hotel or airline). In truth and in fact, consumers can obtain the same travel deals offered by RSI on their own, using resources available to the general public (i.e. Expedia, or Travelocity or directly contacting a hotel or airline) for the same or lower price.
90. Map Destinations, Florida Beaches, and RSI make representations to consumers about the type of accommodations and specific locations available through RSI’s travel benefits. In truth and in fact, consumers find they cannot reserve accommodations through the RSI website in the locations Map Destinations or Florida Beaches had advised were available.
91. Map Destinations, Florida Beaches, and RSI represent RSI’s toll-free customer service line provides consumers with travel specialists, with specialized knowledge, who will plan vacations for consumers, and save consumers time and effort. In truth and in fact, consumers obtain either no service or poor service from the toll-free customer service line or are redirected to plan their own vacations.
92. Map Destinations represents to consumers that RSI does not make commissions or booking fees traditionally charged by travel agents or internet booking engines. In truth and in fact, RSI profits from any travel revenue and commissions when a consumer books travel through RSI’s “members only” website and/or toll-free customer service number
93. Map Destinations, Florida Beaches, and RSI fail to honor cancellations made within three days.
94. RSI, Map Destinations, and Florida Beaches are aware of the high volume of consumer complaints related to the activities outlined in paragraphs 43, 44, 46, 49, 50, 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67,

71, and 77, and yet have not taken actions sufficient to prevent consumers from being deceived.

95. Consumers are deceived into believing that they will save significant amounts of money across all types of travel, such as hotels, and cruises, rather than just through limited offerings of condominium inventory through the RSI travel benefits, by Map Destinations, Florida Beaches and RSI.
96. Consumers are misled by Map Destinations, Florida Beaches, and RSI to believe that they can maintain their current travel behavior and will save money simply by booking their usual travel plans through RSI.
97. Consumers are misled to believe that they will recoup the thousands of dollars paid as an initial investment through savings with the RSI travel benefits in a reasonable amount of time, by Map Destinations, Florida Beaches and RSI.
98. Map Destinations, Florida Beaches and RSI's acts, practices or omissions in paragraphs in 86-97 are false and misleading and constitute a deceptive act or practice in violation of FDUTPA.

Count 2: Unfair Practices as to RSI and RSI Individual Defendants

99. The Attorney General repeats and realleges the allegations contained in paragraphs 1-84.
100. Defendants' actions caused a substantial consumer injury in the form of economic harm because each sale cost consumers an upfront investment of several thousand dollars and/or annual fees of \$199.
101. The economic consumer harm suffered by consumers due to Map Destinations' and/or Florida Beaches' acts or omissions is not outweighed by countervailing benefits to consumers.

102. Consumers could not have reasonably avoided the acts, omissions and deceptive claims of Map Destinations and/or Florida Beaches, as RSI's sales people actively deceived the consumers.
103. RSI should have ceased interaction with Map Destinations and Florida Beaches when it learned of the unfair representations it was making to consumers. Instead, RSI continued to support and enable Map Destinations and Florida Beaches to inflict their unfair practices on consumers.
104. Consumers suffered injury as a result of Defendants' unfair practices.

Count 3: Failure to include and honor the legally required three-day cancellation rule for contracts for future consumer services as to Map Destinations and Individual Map Destinations Defendants

105. The Attorney General repeats and realleges the allegations contained in paragraphs 1-84.
106. The Florida Administrative Code 2-18.002(1) states that “[a]s used herein, a “contract for future consumer services” is any contract which includes a provision for consumer services to be rendered in the future on a continuing basis.
107. The contract signed between consumers and Map Destinations is a contract for consumer services to be rendered in the future on a continuing basis.
108. In some instances consumers notified Map Destinations of the consumer's request to cancel and obtain refunds within three days of signing a contract, and it was not honored by Map Destinations.
109. The Florida Administrative Code 2-18.002(4) states: [i]t shall be an unfair or deceptive act or practice for a seller of future consumer services or his assignees to fail or refuse to honor a buyer's request to cancel a contract, which request is made in accordance with the cancellation disclosure contained in the contract for future consumer services.”

110. Therefore, Map Destinations' acts, practices or omissions as set forth in paragraphs 76 and 108 constitute a deceptive act or practice in violation of FDUTPA.

Prayer for Relief

Wherefore, the Attorney General, pursuant to Section 501.207(3), Florida Statutes respectfully requests that the Court:

111. Award the Attorney General such preliminary and injunctive relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief, including but not limited to:
 - 111.1. A temporary and preliminary injunction against Defendants; and
 - 111.2. An asset freeze and a receivership against Defendants Map Destinations and Florida Beaches; and
 - 111.3. A monitorship against Defendant RSI.
112. Enter a permanent injunction to prevent future violations of FDUTPA by Defendants; and
113. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants Map Destinations', Florida Beaches', and RSI's violations of FDUTPA, including but not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies pursuant to section 501.207(3), Florida Statutes; and
114. Assess against Defendants Map Destinations, Florida Beaches, and RSI civil penalties up to the amount of \$10,000 for each act or practice found to be in violation of FDUTPA, pursuant to Section 501.2075, Florida Statutes; and

115. Assess against Defendants Map Destinations, Florida Beaches, and RSI civil penalties up to the amount of \$15,000 for each act or practice found to be in violation of FDUTPA involving senior citizens, persons with disabilities, military servicemembers, spouses of military servicemembers, or the dependents of military servicemembers, pursuant to Section 501.2077, Florida Statutes; and
116. Award reasonable attorney's fees and costs to the Attorney General; and
117. Grant such other relief as this Court deems just and proper.

Demand for Jury Trial

The OAG files this Demand for Jury Trial in accordance with Rule 1.430, Rules of Civil Procedure, and requests a trial by jury of all issues so triable.

Dated: December 11, 2015

Respectfully submitted,
PAMELA JO BONDI
Attorney General
State of Florida

/s/ Richard P. Lawson

Richard P. Lawson
Division Director
Office of the Attorney General
Consumer Protection Division
Florida Bar No. 165085
Richard.Lawson@MyFloridaLegal.com
3507 E. Frontage Road, Suite 325
Tampa, FL 33607
Tel: 850-414-330
Fax: 850-952-8882

/s/ Johanna Nestor

Johanna Nestor
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
Florida Bar No. 98038
Johanna.Nestor@MyFloridaLegal.com
OAG.EC.Jax@MyFloridaLegal.com
1300 Riverplace Blvd, Suite 405
Jacksonville, FL 32207
Tel: 904-348-2720
Fax: 904-858-6918