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2013 MAY 20 AM 10:08

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

**FEDERAL TRADE COMMISSION and
STATE OF FLORIDA, OFFICE OF
THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,**

Plaintiffs,

vs.

**VACATION COMMUNICATIONS
GROUP, LLC, a Nevada limited liability
company;**

**GARDNER CLINE L.L.C., a Florida
limited liability company;**

**SHELDON LEE COHEN, individually
and as an owner, officer, or manager of
Vacation Communications Group, LLC,
and d.b.a. Universal Timeshare Sales
Associates and M.G.M. Universal
Timeshares;**

**MARK RUSSELL GARDNER,
individually and as a manager/member of
Gardner Cline L.L.C.; and**

**TAMMIE LYNN CLINE, individually
and as a manager/member of Gardner Cline
L.L.C.,**

Defendants.

Civ. No.:

6-13-cv-789-OR-151 DAB ³⁷

Filed Under Seal

SEAL LIFTED

**COMPLAINT FOR INJUNCTIVE
AND OTHER EQUITABLE RELIEF**

Plaintiffs, the Federal Trade Commission ("FTC" or "Commission"), and the State of Florida, Office of the Attorney General, Department of Legal Affairs ("State of Florida" or "Attorney General") for their Complaint allege:

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The FTC brings this action under Sections 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101 - 6108, 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 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FTC’s Trade Regulation Rule entitled “Telemarketing Sales Rule” (“TSR”), 16 C.F.R. Part 310, in connection with the marketing and sale of timeshare resale services.

The State of Florida brings this action pursuant to the Telemarketing and Consumer Fraud and Abuse Prevention Act (“Telemarketing Act”), 15 U.S.C. §§ 6101 - 6108, the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2012) (“FDUTPA”), and the Florida Timeshare Resale Accountability Act (“FTRAA”), Section 721.205, Florida Statutes (2012), to obtain temporary and permanent injunctions, consumer restitution, declaratory relief, civil penalties and other equitable relief for Defendants’ acts or practices in violation of the TSR, the FDUTPA, and the FTRAA.

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345, and 15 U.S.C. §§ 45(a), 53(b), 57b, 6102(c), and 6105(b).

2. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2), (b)(3), (c)(2), and (d), and 15 U.S.C. § 53(b).

PLAINTIFF

3. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair and deceptive acts or practices in or affecting commerce. The FTC also enforces the Telemarketing Act, 15 U.S.C. §§ 6101-6108. Pursuant to the Telemarketing Act, the FTC promulgated and enforces the TSR, 16 C.F.R. Part 310, which prohibits deceptive and abusive telemarketing acts or practices.

4. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and the TSR, and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, refund of monies paid, and disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A)-(B), 57b, 6102(c), and 6105(b).

5. The State of Florida is one of fifty sovereign States of the United States. Pursuant to authority found in 15 U.S.C. Section 6103(a), the State of Florida is authorized to initiate federal district court proceedings to enjoin telemarketing activities that violate the TSR, and in each such case, to obtain damages, restitution, and other compensation on behalf of Florida.

6. The State of Florida also brings state claims pursuant to the FDUTPA and the FTRAA, Section 721.205, Florida Statutes (2012). The State of Florida is an “enforcing authority” of Chapter 501, Part II, Florida Statutes (2012), has conducted an investigation, and has determined that enforcement action against the Defendants serves the public interest. This Court has supplemental jurisdiction over the State of Florida’s state claims pursuant to

28 U.S.C. Section 1367.

DEFENDANTS

7. Vacation Communications Group, LLC (“VCG”), is a Nevada limited liability company with a registered agent address at 4231 Dant Blvd., Reno, Nevada 89509. VCG transacts or has transacted business in this district.

8. Gardner Cline L.L.C. (“GC”) is a Florida limited liability company with a registered address at 4107 South Orlando Drive, Sanford, FL 32773. GC transacts or has transacted business in this district.

9. Sheldon Lee Cohen (“Cohen”) is doing or has done business as Universal Timeshare Sales Associates (“UTSA”) and M.G.M. Universal Timeshares (“MGMUT”) and is an owner, officer and/or manager of VCG. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint, including, for example, registering and paying for the UTSA’s and MGMUT’s websites, submitting applications for Defendants’ commercial mail delivery services and paying the monthly fees for those services, and receiving mail on behalf of UTSA and MGMUT. He transacts or has transacted business in this district and throughout the United States.

10. Mark Russell Gardner (“Gardner”) is a manager/member of GC. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint, including, for example, co-managing the telemarketing operation at the GC office in Sanford, Florida with Tammie Lynn Cline. He resides in this district, and transacts

or has transacted business in this district and throughout the United States.

11. Tammie Lynn Cline (“Cline”) is a manager/member of GC. At all times material to this Complaint, acting alone or in concert with others, she has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint, including, for example, co-managing the telemarketing operation at the GC office in Sanford, Florida with Mark Russell Gardner. She resides in this district, and transacts or has transacted business in this district and throughout the United States.

COMMERCE

12. At all times relevant to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS’ BUSINESS PRACTICES

13. Since at least 2008, and continuing thereafter, Defendants have engaged in a plan, program, or campaign to deceptively advertise, market, promote, offer for sale, or sell timeshare resale services through interstate telephone calls to consumers throughout the United States.

14. Although Defendant Cohen, doing business as UTSA and MGMUT, uses or has used U.S. mailing addresses, including ones in Beaverton, Oregon, and New York, New York, those addresses are merely mailboxes. In reality, the UTSA and MGMUT operations are located in Sanford, Florida and the Dominican Republic. In numerous instances, their calls originate from the GC office at 4107 South Orlando Drive, Sanford, Florida, which is also GC’s registered address, and in other instances they originate in the Dominican

Republic. Likewise, the VCG website lists a “corporate address” at 10775 Double R. Blvd., Reno, Nevada. However, registrant contact information for VCG’s website lists the same address in the Dominican Republic as UTSA and MGMUT.

15. Defendants, directly or through their agents, place unsolicited, outbound telemarketing calls to consumers who own timeshare properties. Often, in contacting these consumers, Defendants or their agents already have information about the consumer’s timeshare, such as its name and location.

16. Frequently, Defendants or their agents begin the telemarketing call by representing that they have a buyer for the consumer’s timeshare. In many instances, they tell the consumer that the purported buyer is willing to pay a specific dollar amount for the consumer’s timeshare. The consumer either agrees to the price or negotiates a price that is acceptable to the consumer. Sometimes Defendants tell the consumer that the purported buyer has already deposited funds into an escrow account.

17. After representing that they have a buyer for the consumer’s timeshare property, Defendants or their agents confirm that the consumer is interested in selling it. They then disclose that the consumer must pay a fee for the sale to proceed. Defendants or their agents often represent that the fee for the alleged sale will pay for various sale-related expenses, such as recording costs and legal fees.

18. Defendants or their agents frequently make statements that express or imply that the sale of the timeshare property will close very soon, sometimes claiming that the sale will close within 90 days. In some instances, they tell consumers that the only thing holding up the closing is payment of the fee.

19. After receiving Defendants' representations, many consumers agree to proceed and pay Defendants' fee, typically ranging between \$1600 and \$2200. Defendants ordinarily ask for consumers' credit card or debit card information for payment of the fee. Defendants or their agents also tell consumers that they will receive a contract that they should immediately sign and return.

20. Following the initial conversation, typically consumers are transferred to another of Defendants' agents for purposes of verifying the consumer's agreement to pay Defendants the fee for the sale of the consumer's timeshare. Consumers provide their credit or debit card information at this stage.

21. Defendants send consumers a contract that includes identifying information about the consumer and the consumer's timeshare property. Defendants instruct consumers to sign and return the contract immediately. In many instances, by the time consumers receive this contract, Defendants have already posted the charge to consumers' credit card or bank accounts.

22. Defendants' contract, however, does not relate to a pending sale of the consumer's timeshare property, as Defendants or their agents had represented in the telemarketing call. Instead, the contract provides only that Defendants will *advertise* the timeshare for sale or rent. For example, Defendants' contracts state that Defendants will advertise the consumer's timeshare using "to its discretion print, billboards, radio and other sources to drive buyer/renters to our website and presentation offices" and "will show and present the timeshare for sale until sold/rented for the one-time, non-recurring, non-refundable fee paid by the owner."

23. Some consumers realize upon reviewing Defendants' contract that it is only a marketing contract, not a contract for the sale of their timeshare. Defendants or their agents attempt to reassure skeptical consumers that there is a buyer ready to close the sale. In some instances, consumers who ask for the name of the buyer, or at least something in writing evidencing that there is a buyer, receive a letter from Defendants expressly stating that there is a buyer for their property. In numerous other instances, however, consumers simply sign and return the contract.

24. After receiving consumers' signed contracts, Defendants or their agents continue to reassure consumers about the sale. But as the promised closing date passes with no sale, Defendants become evasive. They employ a series of tactics to stall consumers by, for example, placing consumers on hold indefinitely, or claiming that the purported buyer is having various scheduling or financing difficulties.

25. Consumers who pay Defendants' fee do not receive what they were promised. Defendants do not actually have buyers for consumers' timeshares, and the timeshare properties are not sold within a short period of time or for the specified price. Indeed, consumers' timeshares are not sold at all. Many consumers seek refunds from Defendants or challenge Defendants' charges to their credit cards. Defendants typically deny or ignore refund requests and often dispute chargebacks with the credit card companies. As a result, the consumers' chargeback requests are often denied, and consumers are unable to get their money back.

VIOLATIONS OF THE FTC ACT

26. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive

acts or practices in or affecting commerce.”

27. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

COUNT I
(by Plaintiff FTC)
Violating the FTC Act

28. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of timeshare resale services, Defendants have represented, directly or indirectly, expressly or by implication, that Defendants have a buyer for the consumer’s timeshare property who will pay a specified price, or that Defendants will quickly sell the consumer’s timeshare.

29. In truth and in fact, in numerous instances in which Defendants have made the representations set forth in Paragraph 28 of this Complaint, Defendants do not have a buyer for the consumer’s timeshare property who will pay a specified price, or any price, and do not quickly sell the consumer’s timeshare.

30. Therefore, Defendants’ representations as set forth in Paragraph 28 of this Complaint are false and misleading and constitute deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

THE TELEMARKETING SALES RULE

31. Congress directed the FTC to prescribe rules prohibiting abusive and deceptive telemarketing acts or practices pursuant to the Telemarketing Act, 15 U.S.C. §§ 6101-6108, in 1994. The FTC adopted the original Telemarketing Sales Rule in 1995, extensively amended it in 2003, and amended certain provisions thereafter. 16 C.F.R. Part

310.

32. The TSR prohibits sellers and telemarketers from making any false or misleading statement to induce any person to pay for goods or services. 16 C.F.R. § 310.3(a)(4).

33. The TSR, as amended in 2003, established a “do-not-call” registry (the “National Do Not Call Registry” or “Registry”), maintained by the FTC, of consumers who do not wish to receive certain types of telemarketing calls. Consumers can register their telephone numbers on the Registry without charge either through a toll-free telephone call or over the Internet at www.donotcall.gov.

34. Consumers who receive telemarketing calls to their registered numbers can complain of Registry violations the same way they registered, through a toll-free telephone call or over the Internet at www.donotcall.gov, or by otherwise contacting law enforcement authorities.

35. The FTC allows sellers, telemarketers, and other permitted organizations to access the Registry over the Internet at telemarketing.donotcall.gov, to pay the fee(s) if required, and to download the numbers not to call.

36. The TSR prohibits sellers and telemarketers from calling any telephone number within a given area code unless the seller on whose behalf the call is made has paid the annual fee for access to the telephone numbers within that area code that are included in the Registry. 16 C.F.R. § 310.8.

37. Under the TSR, an “outbound telephone call” means a telephone call initiated by a telemarketer to induce the purchase of goods or services or to solicit a charitable

contribution. 16 C.F.R. § 310.2 (v).

38. The TSR prohibits sellers and telemarketers from initiating an outbound telephone call to telephone numbers on the Registry. 16 C.F.R. § 310.4(b)(1)(iii)(B).

39. Pursuant to Section 3(c) of the Telemarketing Act, 15 U.S.C § 6102(c), and Section 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the TSR constitutes an unfair or deceptive act or practice in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Defendants' Disregard for Do Not Call Rules

40. Defendants are "seller[s]" or "telemarketer[s]" engaged in "telemarketing," as defined by the TSR. 16 C.F.R. §§ 310.2(aa), (cc) and (dd).

41. Defendants are sellers of timeshare resale services to consumers. Defendants have called consumers in the United States to induce the purchase of Defendants' services.

42. Defendants are also telemarketers that initiate outbound telephone calls to consumers in the United States to induce the purchase of Defendants' services.

43. Defendants have engaged in telemarketing by a plan, program, or campaign conducted to induce the purchase of goods or services by use of one or more telephones and which involves more than one interstate call.

44. Defendants have called consumers' telephone numbers that are on the National Do Not Call Registry without limiting such calls to persons who previously purchased or inquired about Defendants' goods or services.

45. Defendants have called telephone numbers in various area codes without first paying the annual fee for access to the telephone numbers within such area codes that are

included in the National Do Not Call Registry.

VIOLATIONS OF THE TELEMARKETING SALES RULE

COUNT II
(by Each Plaintiff)

**Misrepresentations to induce consumers to pay for goods or services,
in Violation of the TSR (16 C.F.R. § 310.3(a)(4))**

46. In numerous instances, in the course of telemarketing their goods and services, Defendants have made false or misleading statements, directly or by implication, to induce consumers to pay for goods or services, including, but not limited to, misrepresentations that Defendants have a buyer for the consumer's timeshare unit who will pay a specified price or that Defendants will quickly sell the consumer's timeshare.

47. Defendants' acts or practices adversely affect consumers in Florida. The State of Florida proceeds on behalf of Florida residents.

48. Defendants' acts or practices, as described in Paragraph 46 above, are deceptive telemarketing acts or practices that violate the TSR, 16 C.F.R. § 310.3(a)(4).

COUNT III
(by Plaintiff FTC)

Violating the National Do Not Call Registry

49. In numerous instances, in connection with telemarketing, Defendants have initiated, or caused others to initiate, an outbound telephone call to a person's telephone number on the National Do Not Call Registry, in violation of the TSR, 16 C.F.R. § 310.4(b)(1)(iii)(B).

COUNT IV
(by Plaintiff FTC)

Failing to Pay National Registry Fees

50. In numerous instances, in connection with telemarketing, Defendants have initiated, or caused others to initiate, an outbound telephone call to a telephone number within a given area code when Defendants had not, either directly or through another person, paid the required annual fee for access to the telephone numbers within that area code that are included in the National Do Not Call Registry, in violation of the TSR, 16 C.F.R. § 310.8.

**VIOLATIONS OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT**

51. The FDUTPA 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.” Section 501.204, Florida Statutes (2012).

COUNT V
(by Plaintiff State of Florida)
Violating the Florida Deceptive and Unfair Trade Practices Act

52. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of their timeshare rental and resale services, Defendants have represented, directly or indirectly, expressly or by implication, that Defendants have a renter or buyer for the consumer’s timeshare property who will pay a specified price or that Defendants will quickly sell the consumer’s timeshare. Defendants’ representations have adversely affected consumers in Florida.

53. In truth and in fact, in numerous instances in which Defendants have made the

representations set forth in Paragraph 52 above, Defendants do not have a renter or buyer for the consumer's timeshare property who will pay a specified price and Defendants do not quickly rent or sell the timeshare.

54. Therefore, Defendants' representations as set forth in Paragraph 52 above are false and misleading and constitute deceptive acts or practices in violation of Section 501.204 of the Florida Deceptive and Unfair Trade Practices Act.

**VIOLATIONS OF THE FLORIDA TIMESHARE RESALE
ACCOUNTABILITY ACT—
RESALE SERVICE PROVIDERS' DISCLOSURE OBLIGATIONS**

**COUNT VI
(by Plaintiff State of Florida)
Violating the Florida Timeshare Resale Accountability Act**

55. Effective July 1, 2012, Section 721.205(2), Florida Statutes, (2012) precludes timeshare resale advertisers, in offering timeshare resale advertising services, from stating or implying, directly or indirectly, the following:

- a. the resale advertiser will provide or assist in providing any type of direct sales or resale brokerage services other than the advertising of the consumer resale timeshare interest for sale or rent by the consumer timeshare reseller;
- b. the resale advertiser has identified a person interested in buying or renting the timeshare resale interest without providing the name, address, and telephone number of such represented interested resale purchaser;
- c. the timeshare interest has a specific resale value.

56. Additionally, Section 721.205(2)(f), Florida Statutes (2012) requires a timeshare resale advertiser to obtain a written contract from consumers which complies with all requirements of the section, including, but not limited to, notifying consumers of their rights of cancellation, as follows:

TIMESHARE OWNER'S RIGHT OF CANCELLATION

(Name of resale advertiser) will provide resale advertising services pursuant to this contract. If (name of resale advertiser) represents that (name of resale advertiser) has identified a person who is interested in purchasing or renting your timeshare interest, then (name of resale advertiser) must provide you with the name, address, and telephone number of such represented interested resale purchaser.

You have an unwaivable right to cancel this contract for any reason within 10 days after the date you sign this contract. If you decide to cancel this contract, you must notify (name of resale advertiser) in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to (resale advertiser's physical address) or to (resale advertiser's e-mail address). Your refund will be made within 20 days after receipt of notice of cancellation or within 5 days after receipt of funds from your cleared check, whichever is later.

You are not obligated to pay (name of resale advertiser) any money unless you sign this contract and return it to (name of resale advertiser).

IMPORTANT: Before signing this contract, you should carefully review your original timeshare purchase contract and other project documents to determine whether the developer has reserved a right of first refusal or other option to purchase your timeshare interest or to determine whether there are any restrictions or special conditions applicable to the resale or rental of your timeshare interest.

57. Any contract which does not comply with the requirements of Section 721.205(2)(f), Florida Statutes (2012) is voidable by the consumer for a period of up to one year.

58. Section 721.205(2)(e), Florida Statutes (2012) prohibits a timeshare resale advertiser from charging a consumer any amount greater than \$75.00 in a one-year period, before obtaining a written contract that fully complies with Section 721.205(2)(f) and has been executed by the consumer.

59. Defendants are timeshare "resale advertisers" and "resale services providers" offering timeshare "resale advertising services" to "consumer timeshare reseller[s]" as

defined in Sections 721.05(44), 721.05(46), 721.05(49) and 721.05(50), Florida Statutes (2012).

60. Defendants have charged, and continue to charge, consumer timeshare resellers amounts greater than \$75.00 in a one-year period, before obtaining a written contract that fully complies with Section 721.205(2)(f) and has been executed by the consumer. Defendants have known or should have known that their conduct was unfair or deceptive or prohibited by rule.

61. In the course of offering resale advertising services, Defendants have represented, directly or indirectly, expressly or by implication, that Defendants will provide or assist in providing direct sales or resale brokerage services to the consumer timeshare reseller.

62. In the course of offering resale advertising services, Defendants have stated or implied, directly or indirectly, that they have identified an interested renter or buyer without providing the contact information of the interested resale purchaser to the consumer timeshare reseller.

63. In the course of offering resale advertising services, Defendants have stated or implied to the consumer timeshare reseller that the consumer's timeshare interest has a specific resale value.

64. Pursuant to Section 721.205(6), Florida Statute (2012) any person, in connection with resale advertising services, who violates any part of Section 721.205, commits a deceptive and unfair trade practice and is subject to all penalties and remedies available under the FDUTPA.

65. Therefore, Defendants have violated and continue to violate the FDUTPA. These above-described acts and practices of the Defendants have injured and will likely continue to injure and prejudice the public.

CONSUMER INJURY

63. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act, the TSR, the Florida Deceptive and Unfair Trade Practices Act, and the Florida Timeshare Resale Accountability Act. In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT'S POWER TO GRANT RELIEF

64. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and such other relief as the Court may deem appropriate to halt and redress violations of any provision of law enforced by the FTC. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of any provision of law enforced by the FTC.

65. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), authorize this Court to grant such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the TSR, including the rescission or reformation of contracts, and the refund of money.

66. Section 4(a) of the Telemarketing Act, 15 U.S.C. Section 6103(a), empowers

this Court to grant the State of Florida injunctive and such other relief as the Court may deem appropriate to halt violations of the TSR and to redress injury to consumers, including the award of damages, restitution, or other compensation.

67. Pursuant to 28 U.S.C. Section 1367, this Court has supplemental jurisdiction to allow Plaintiff State of Florida to enforce its state law claims against Defendants in this Court for violations of the FDUTPA, Chapter 501, Part II, Florida Statutes (2012), and the Florida Timeshare Resale Accountability Act, Section 721.205, Florida Statutes (2012), and to grant such relief as provided under state law, including injunctive relief, restitution, costs and attorneys fees, and such other relief to which the State of Florida may be entitled.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff FTC, pursuant to Sections 13(b) and 19 of the FTC Act, 15 U.S.C. § 53(b) and 57b, Section 6(b) of the Telemarketing Act, 15 U.S.C. § 6105(b), and the Court's own equitable powers, and Plaintiff State of Florida, pursuant to Section 4(a) of the Telemarketing Act, 15 U.S.C. Section 6103(a), the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, the Florida Timeshare Resale Accountability Act, Chapter 721, Part I, and the Court's own equitable powers, request that the Court:

A. Award Plaintiffs such preliminary injunctive and ancillary 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, temporary and preliminary injunctions, an order freezing assets, immediate access, and the appointment of a receiver;

B. Enter a permanent injunction to prevent future violations of the FTC Act, the TSR, the Florida Deceptive and Unfair Trade Practices Act, and the Florida Timeshare Resale Accountability Act by Defendants;

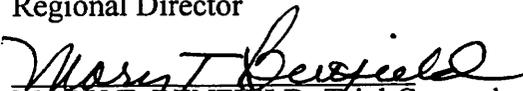
C. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FTC Act, the TSR, the Florida Deceptive and Unfair Trade Practices Act, and the Florida Timeshare Resale Accountability Act including, but not limited to, rescission or reformation of contracts, restitution, refund of monies paid, and disgorgement of ill-gotten monies; and

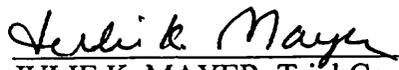
D. Award Plaintiffs the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Respectfully submitted,

DAVID C. SHONKA
Acting General Counsel
ROBERT J. SCHROEDER
Regional Director

Dated: May 20, 2013


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Dated: May 20, 2013

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**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

**FEDERAL TRADE COMMISSION, and
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OFFICE OF THE ATTORNEY GENERAL,
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Plaintiff,

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d.b.a. Universal Timeshare Sales Associates and
M.G.M. Universal Timeshares; MARK RUSSELL
GARDNER, individually and as owner and manager
of Gardner Cline LLC; and TAMMIE L CLINE,
individually and as owner and manager of Gardner
Cline LLC,**

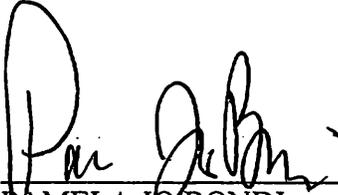
Defendants.

DETERMINATION OF PUBLIC INTEREST

COMES NOW, PAMELA JO BONDI, ATTORNEY GENERAL, STATE OF FLORIDA, and states:

1. Pursuant to Section 20.11, Florida Statutes (2012), I am the head of the Office of the Attorney General.
2. In this matter, the Office of the Attorney General seeks statutory relief on behalf of one or more consumers for acts or practices in violation of Chapter 501, Part II, Florida Statutes (2012).
3. I have reviewed this matter and I have determined that an enforcement action serves the public interest.

Dated: 5/7/13



 PAMELA JO BONDI
 ATTORNEY GENERAL, STATE OF FLORIDA