

**UNITED STATES OF AMERICA  
BEFORE THE FEDERAL TRADE COMMISSION**

**COMMISSIONERS:**       **Joseph J. Simons, Chairman**  
                                  **Noah Joshua Phillips**  
                                  **Rohit Chopra**  
                                  **Rebecca Kelly Slaughter**  
                                  **Christine S. Wilson**

**In the Matter of**

**SHORE TO PLEASE VACATIONS LLC, a limited liability company, and**

**ROBERT AARON STEPHENS, individually and as manager of SHORE TO PLEASE VACATIONS LLC.**

**DOCKET NO.**

**COMPLAINT**

The Federal Trade Commission, having reason to believe that Shore to Please Vacations LLC and Robert Aaron Stephens, individually and as owner and manager of Shore to Please Vacations LLC (collectively, “Respondents”), have violated the Consumer Review Fairness Act of 2016, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Shore to Please Vacations LLC (“STP”) is a Nevada limited liability company, registered to do business in Florida, with its principal office or place of business at 8033 West Sunset Boulevard, #1079, West Hollywood, California 90046. STP has advertised and rented to the public, via VRBO.com (a/k/a “Vacation Rental by Owner”), Rosemary Beach, Florida vacation properties owned by Respondent Robert Aaron Stephens.
2. Respondent Robert Aaron Stephens is the owner and manager of STP. Individually or in concert with others, he controlled or participated in the acts and practices of STP, including the acts and practices alleged in this complaint. His principal office or place of business is the same as that of STP.
3. The acts and practices of Respondents alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

### **Course of Conduct**

4. From June 2017 through at least August 2017, Respondents used, in their form contracts offered to prospective customers in the course of renting vacation properties, the following provision in the “Disclaimers” paragraph:

By signing below, you agree not to defame or leave negative reviews (includes any review or comment deemed to be negative by a Shore to Please Vacations LLC officer or member, as well as any review less than a “5 star” or “absolute best” rating) about this property and/or business in any print form or on any website (including but not limited to www.VRBO.com). Due to the difficulty in ascertaining an actual amount of damages in situations like this, breaching this clause (leaving any negative review or negative comment about this property or business) will immediately result in minimum liquidated damages of \$25,000 paid by you to Shore to Please Vacations LLC. By signing below, you agree to all charges mentioned above, if you or your party incurs them, in relation to violating any rules/policies/clauses within this contract. . . . By signing below, you agree to be held liable for any legal fees incurred by Shore To Please Vacations LLC, arising from any legal actions, including but not limited to litigation and collections, filed against you or others in your party.

Copies of STP rental agreements (with renters’ personal information redacted) that include this language are attached as Exhibit A hereto. Respondents’ form contracts were in effect on or after December 14, 2017.

5. From October 2017 through at least August 2018, Respondents have continued to assert that the contract provision quoted in Paragraph 4 of this Complaint remains in effect in their communications with renters who posted reviews that Respondents deemed to be negative, and in lawsuits STP filed against those renters in the Circuit Court of the First Judicial Circuit, Walton County, Florida in November and December 2017. These lawsuits were pending on or after December 14, 2017.

6. In the lawsuits described in Paragraph 5 of this Complaint, STP alleged among other causes of action, that the renters breached the provision quoted in Paragraph 4 of this Complaint by posting negative reviews in August and September 2017 about their experiences renting Respondents’ vacation properties. Respondents have claimed, in demand letters to those renters, that by breaching the provision each renter is liable to Respondents for \$25,000 for “liquidated damages” under the contract, plus attorney’s fees.

### **VIOLATION OF THE CONSUMER REVIEW FAIRNESS ACT**

7. The Consumer Review Fairness Act of 2016 (“CRFA”), Pub. L. No. 114-258, 15 U.S.C. § 45b, was enacted on December 14, 2016. As of March 14, 2017, Section 2(b) of the CRFA renders void, and Section 2(c) of the CRFA prohibits the offering of, provisions in form contracts that: prohibit or restrict individual consumers’ ability to communicate reviews, performance assessments, and similar analyses about a seller’s goods, services, or conduct; or

that impose a penalty or fee against individual consumers who engage in such communications. 15 U.S.C. §§ 45b(a)(2), 45b(b)(1), and 45b(c).

8. The Commission is authorized to enforce Section 2(c) of the CRFA in the same manner, by the same means, and with the same jurisdiction, powers, and duties as though all applicable terms and provisions of the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, were incorporated into and made a part of the CRFA. 15 U.S.C. § 45b(d)(2)(A). The Commission's enforcement authority under the CRFA applies to contracts in effect on or after December 14, 2017. 15 U.S.C. § 45b(i)(2).

9. Pursuant to 15 U.S.C. § 45b(d)(1), a violation of 15 U.S.C. § 45b(c) shall be treated as a violation of a rule defining an unfair or deceptive act or practice prescribed under Section 18(a)(1)(B) of the FTC Act, 15 U.S.C. § 57a(a)(1)(B).

### **Count I**

10. As described in Paragraph 4 of this Complaint, Respondents have offered, in the course of selling or leasing their goods or services, form contracts, as that term is defined in 15 U.S.C. § 45b(a)(3), that contained a provision made void by 15 U.S.C. § 45b(b)(1).

11. Therefore, the acts and practices set forth in Paragraph 4 of this Complaint violated Section 2(c) of the CRFA, 15 U.S.C. § 45b(c).

THEREFORE, the Federal Trade Commission this \_\_\_\_ day of \_\_\_\_\_, 2019, has issued this Complaint against Respondents.

By the Commission.

April J. Tabor  
Acting Secretary

SEAL: