

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS**

In the Matter of:

AG Case Number: L10-3-1165

UNITED RESORT MARKETING, INC.,
a Florida corporation, SKY BLUE SOLUTIONS,
INCORPORATED, a Florida corporation, and
ADAM J. MACKER, an individual

Respondents

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT TO Chapter 501, Part II, “The Florida Deceptive and Unfair Trade Practices Act”, Florida Statutes (2011), the STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS (hereafter the “Department”) has investigated certain acts and practices of UNITED RESORT MARKETING, INC., SKY BLUE SOLUTIONS, INCORPORATED, and ADAM J. MACKER (collectively, the “Respondents”).

Respondents enter into this Assurance of Voluntary Compliance (the “AVC”) with the Department without an admission of wrongdoing and for the purpose of resolving this matter only. Pursuant to Section 501.207(6), Florida Statutes (2010), the Department accepts this AVC in termination of its investigation into certain acts and practices of Respondents related to their timeshare resale and rental business.

1. BACKGROUND

1.1 Respondents, United Resort Marketing, Inc. (“United”), and Sky Blue Solutions, Incorporated (“Sky Blue”), are both Florida corporations with their principal places of business

located in Orange City, Volusia County, Florida. Respondent, Adam J. Macker (“Macker”), is the president of both United and Sky Blue, and participated in, controlled, and had the authority to control the acts and practices of Respondents, United and Blue Sky.

1.2 Respondents engaged in the business of timeshare resale and rental services. Respondents marketed, promoted and sold its services to consumers throughout the United States. The Department began its investigation of Respondents based on consumer complaints.

1.3 The Department alleges that Respondents’ sales representatives made unsolicited telemarketing calls to consumers to market, promote and sell the timeshare resale and rental services. In some of the telemarketing calls to consumers, the sales representatives made representations, expressly or by implication, that Respondents had ready buyers or renters for the consumers’ timeshares, or that the timeshares could be sold or rented within a specified period of time.

1.4 Respondents, United and Sky Blue, sent agreements for consumers to sign authorizing a credit card charge and stating that Respondents were simply advertising and promoting the consumer’s timeshare for resale or rental, and disclaimed having a ready buyer or a specific time period to sell or rent the timeshare. Moreover, the agreements provided that the “advertising fee” was non-refundable.

1.5 Respondent, United, registered with the Division of Consumer Services (the “Division”) of the Florida Department of Agriculture and Consumer Services in May 2008 as a commercial telephone seller under license number TC3200. United license expired in May 2010. Respondent, Sky Blue, registered as a commercial telephone seller with the Division in January 2010 under license number TC3587 (the “License”). Sky Blue’s license expired in January

2011.

1.6 As a result of the Department's investigation, United and Sky Blue have ceased operations and are no longer marketing, promoting or selling their timeshare resale or rental services to consumers.

2. JURISDICTION AND VENUE

2.1 The parties agree that the State of Florida has jurisdiction over Respondents for the purposes of entering into this AVC and any enforcement actions arising out of this AVC.

2.2 It is further agreed by the parties that venue for any matter relating to or arising out of this AVC shall lie solely in Orange County, Florida.

3. COMPLIANCE TERMS

3.1 Respondents shall not violate any applicable law, rule, and/or regulation, including, but not limited to, the following:

(a) The Florida Deceptive and Unfair Trade Practices Act as contained in Chapter 501, Part II, Florida Statutes (2011);

(b) The Florida Telemarketing Act as contained in Chapter 501, Part IV, Florida Statutes (2011);

(c) Section 501.059, Florida Statutes (2011), Telephone Solicitation;

(d) Section 817.41, Florida Statutes (2011), Misleading Advertising;

(e) The Telemarketing and Consumer Fraud and Abuse Prevention Act as contained in 15 U.S.C. Sections 6101-6108 (2011) (the "Act") and rules implementing the Act as contained in the "Telemarketing Sales Rule", Title 16 C.F.R, Part 310 (2011);

(f) All Federal Trade Commission rules and regulations regarding or relating

to advertising.

3.2. Respondents shall not engage in, directly or indirectly, any timeshare resale or rental business, or the marketing, promotion or sale of any timeshare resale or rental services, or provide any consulting or other services to any persons or companies engaged in the marketing, promotion or sale of any timeshare resale or rental services.

3.3 In connection with the Department's future monitoring of Respondents, Respondents agree to retain documents and other information reasonably sufficient to establish compliance with the provisions of this AVC, and shall provide the Department reasonable access to such documents and information upon written request from Department without further legal process.

3.4 Respondents shall immediately disable and remove any websites or other Internet advertising that was used in connection with their timeshare resale and rental businesses.

4. MONETARY TERMS

4.1 Upon execution of this AVC, Respondents shall pay to the Department the total sum Fifteen Thousand and No/100 (\$15,000.00) for investigative costs, attorneys' fees and future monitoring. Payment shall be made by certified or cashier's check payable to the Department of Legal Affairs Revolving Trust Fund and shall be sent to Robert G. Clements, Assistant Attorney General, 135 West Central Blvd, Suite 1000, Orlando, FL 32801.

4.2 In the event that Respondents fail to timely pay any of the above amounts, Respondents shall be in default of this AVC and Respondents hereby stipulates to entry of a final judgment against them, jointly and severally, for the amounts due. Respondents stipulate that evidence of the failure to pay in accordance the terms and conditions of this AVC may be in the

form of an affidavit from the Department.

4.3 Respondents acknowledge and agree that any failure to comply with the terms and conditions of this AVC is by statute prima facia evidence of a violation of Chapter 501, Part II, Florida Statutes (2010), and may subject Respondents to any and all civil penalties and sanctions provided by law, including awarding of attorneys' fees and costs.

5. EFFECTIVE UPON ACCEPTANCE

5.1 The Department's Director of Economic Crimes may refuse to accept this AVC at his discretion, and the AVC shall only become effective upon its acceptance and signing by the Director.

5.2 This AVC may be signed in multiple counterparts, each of which shall be considered an original, and all of which together will constitute one and the same agreement.

6. CONSTRUCTION OF AVC

6.1 This AVC is the result of joint negotiations between the parties and shall be deemed to have been drafted by the Department and the Respondents. In the event of a dispute, the AVC shall not be construed against any party.

6.2 Respondents shall in no way represent that the Department has approved any of the Respondents' business practices, and shall not use the existence of this AVC to in any way imply such approval.

7. APPLICABILITY

7. This AVC shall apply to and continuously bind Respondents and their affiliated entities, successors, assigns and each of their officers, directors, agents, servants, employees, and

attorneys, whether acting directly or through any corporation, subsidiary, division, or other entity.

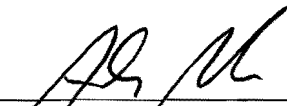
8. CHANGES IN LAW OR BUSINESS PRACTICES

8.1 It is further agreed by the parties that if any statutes change due to amendment, repeal, or disposition by the legislature, an agency, or court so that they would permit any action prohibited by any section of this AVC, that section of this AVC shall no longer have any force or effect.

8.2 If any clause, provision, or section of the AVC shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this AVC, and this AVC shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

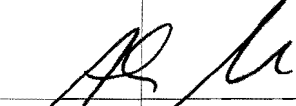
IN WITNESS WHEREOF, Respondents have caused this AVC to be executed by their authorized representative as of the date affixed thereon.

United Resort Marketing, Inc.

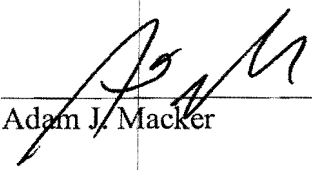


By: Adam J. Macker
Its: President
Date: 5/11/12, 2012

Sky Blue Solutions, Incorporated



By: Adam J. Macker
Its: President
Date: 5/11/12, 2012

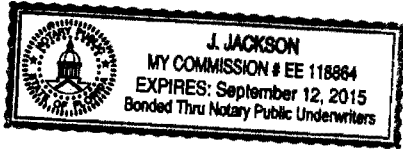


Adam J. Macker

STATE OF FLORIDA
COUNTY OF Orange

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Adam J. Macker, as President of United Resort Marketing, Inc., and Sky Blue Solutions, Incorporated., and individually, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 11 day of May, 2012.

Sworn to and subscribed before me this 11 day of May, 2012.



[Signature]
NOTARY PUBLIC
(print, type or stamp commissioned name of Notary Public)

Personally known _____ or
Produced identification (check one)

Type of Identification Produced: FL DL M240-010-78-295-0

[Signature]

Robert G. Clements
Assistant Attorney General
Office of the Attorney General
Department of Legal Affairs
135 West Central Blvd., Suite 1000
Orlando, Florida 32801
(407) 245-0833 phone, (407) 245-0365 Fax

Accepted this 15th day of May, 2012.

[Signature]
Director of Economic Crimes
Office of the Attorney General
Department of Legal Affairs
The Capitol
Tallahassee, Florida 32399-1050