



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

IN THE MATTER OF:

**Vacation Property Resales, Inc.,
Respondent.**

AG # L10-3-1016

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, the OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (hereinafter referred to as the "Department") caused an investigation to be made into certain business practices of Vacation Property Resales, Inc. (hereinafter referred to as "Respondent"), doing business in the State of Florida.

IT APPEARS THAT Respondent is prepared to enter into this Assurance of Voluntary Compliance (hereinafter referred to as "AVC") for purposes of resolution of this matter only, and without any admission that Respondent has violated the law, and the Department, by and through the undersigned Director of Economic Crimes and Assistant Attorney General, being in agreement, does accept this AVC in termination of this investigation, pursuant to § 501.207 (6), Florida Statutes, and by virtue of the authority vested in the Office of the Attorney General by said statute.

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I. STIPULATED FACTS

1.1 Respondent does business in the State of Florida at the following address: 5406 Hoover Boulevard #4, Florida, 33634.

1.2 Respondent operates an online platform ("Platform") that allows: (a) time-share owners ("Sellers") to advertise their time-shares for sale or rent using customizable content ("Content"); (b) persons interested in buying or renting time-shares ("Buyers") to review Content; and (c) Sellers and Buyers to negotiate between themselves the terms of the sale or rental of the applicable time share.

1.3 Sellers must pay Respondent a fee, as specified in Respondent's advertising services agreement, to post Content on Respondent's Platform.

1.4 It is alleged that a page on Respondent's website ("Web Page") implied that Respondent advertised its Platform on various television networks when in fact such advertising no longer occurred. Respondent voluntarily disabled the Web Page on March 2, 2012 ("Take Down Date") and has cooperated with this investigation.

1.5 This AVC is based upon the stipulated facts set forth in Paragraphs 1.1 through 1.4 above, without any admission or finding of liability on the part of Respondent. The Department shall not be estopped from taking further action in this matter should the facts described herein be shown to be incorrect in any material way, or the AVC not be complied with in full.

II. DEFINITIONS

2.1 "Customer" means a person to whom Respondents offer services or goods for a cost.

2.2 “Represent” or “Misrepresent” means to state, or to imply through statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or through any other manner or means by which meaning might be conveyed. For purposes of the AVC, this definition applies to other forms of the word “Represent,” including without limitation “Representation.”

III. COMPLIANCE

3.1 Respondent 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 (2010);
- (b) The Florida Telemarketing Act as contained in Chapter 501, Part IV, Florida Statutes (2010);
- (c) Section 817.41, Florida Statutes (2010), Misleading Advertising;
- (d) The Telemarketing and Consumer Fraud and Abuse Prevention Act as contained in 15 U.S.C. Sections 6101-6108 (2010) (the “Act”) and rules implementing the Act as contained in the “Telemarketing Sales Rule,” Title 16 C.F.R, Part 310 (2010);
- (e) Section 721.205, Florida Statutes (2010), Vacation and Time Share Plans;
and
- (f) All Federal Trade Commission rules and regulations regarding or relating to advertising.

3.2 Respondent’s websites and other marketing materials shall clearly and conspicuously disclose the nature and extent of the services provided to customers. Respondent

shall not misrepresent the nature and extent of its services on its websites or other marketing materials provided to customers, including but not limited to misrepresenting the scope of the advertising services to be provided and the placement of the consumer's advertisements in known national media.

3.3 Respondent shall provide training to its entire sales staff to ensure that no deceptive or misleading statements are made to consumers and shall maintain reasonable monitoring of its sales staff to ensure that they are not making any deceptive or misleading representations to consumers and are otherwise complying with all applicable rules, regulations and laws.

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

IV. STIPULATED PAYMENT

4.1 The parties agree that Respondent shall deliver a check in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) to the Tampa Bureau of the Economic Crimes Division, Office of the Attorney General, made payable to the "Legal Affairs Revolving Trust Fund" for the investigative and attorney's fees and costs of this matter. The check shall be delivered within ninety days (90) of the return of the executed AVC to: Office of the Attorney General, State of Florida, Division of Economic Crimes, Attention: Robert Follis, Assistant Attorney General, 3507 E. Frontage Road, Suite 325, Tampa, Florida, 33755. The Attorney

General or her designee has the final authority to approve or disapprove the entry of the execution of this AVC by the Attorney General or her designee. Failure of the Attorney General or her designee to formally approve this agreement shall render it void and any monies transferred to the Attorney General shall be immediately returned.

V. CUSTOMER RESTITUTION

5.1 In addition to the above-identified payments, within ninety days (90) of the execution of the AVC by the Attorney General, Respondent agrees to make best efforts to refund to the consumers identified in Exhibit A an aggregate total of TEN THOUSAND DOLLARS (\$10,000.00). Additionally, it is noted that since the beginning of the investigation on March 3, 2010, Respondent has refunded ONE THOUSAND ONE HUNDRED TWELVE DOLLARS (\$1,112.00) to Florida residents through the mediation program operated by the Florida Department of Agriculture and Consumer Services.

5.2 Any of the funds remaining after reasonable efforts to find and issue refunds to the consumers referenced above in paragraph 5.1 shall be paid to the Department of Legal Affairs' Revolving Trust Fund as payment for attorneys' fees and investigative costs associated with monitoring and ongoing enforcement pursuant to § 501.2101, Florida Statutes. Payment will be made by certified funds payable to "The Department of Legal Affairs' Revolving Trust Fund."

5.3 On or about November 30, 2012, Respondent shall provide a notarized affidavit to the Department attesting to completion of refunds.

VI. FUTURE VIOLATIONS



6.1 IT IS HEREBY AGREED by the parties that any subsequent failure to comply with the provisions of this AVC is by statute prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject Respondent to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs.

VII. ACCEPTANCE

7.1 IT IS HEREBY AGREED by the parties that this AVC shall become effective upon its acceptance by the Department, who may refuse to accept it at its discretion. The receipt of or deposit by the Department of any monies pursuant to this AVC does not constitute acceptance by said Department, and monies received will be returned if this AVC is not accepted.

IN WITNESS WHEREOF, Respondent has caused this AVC to be executed by an authorized representative as a true act and deed, in the County and State listed below, as of the date affixed thereon.

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as a corporate officer of Respondent's business and that by my signature I am binding Respondent's business to the terms and conditions of this AVC.

Wesley Kogelman, President
Vacation Property Resales, Inc.

STATE OF FLORIDA

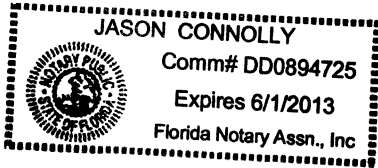
COUNTY OF Hillsborough

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Wesley Kogelman, as President of Vacation Property Resales, Inc., and acknowledged before me that he executed the foregoing instrument for the purposes therein stated,

on this 11th day of September, 2012.

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

[NOTARY SEAL]



Jason Connolly

Notary Public
State of Florida

FOR THE OFFICE OF THE ATTORNEY GENERAL

Robert J. Follis

ROBERT J. FOLLIS
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Richard Lawson

RICHARD LAWSON
Deputy Attorney General
Director of Economic Crimes
OFFICE OF THE ATTORNEY GENERAL
Department of Legal Affairs
The Capitol
Tallahassee, FL 32399-1050

Accepted this 22 day of October _____ 2012.

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