

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR
ORANGE COUNTY, FLORIDA
CIVIL ACTION**

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

Plaintiff,

CASE NO:

v.

ACCESS TRAVEL NETWORK, INC.
a Florida limited liability company,
and **HENRY W. CORDTS, JR.**,
an individual

Defendants.

COMPLAINT

Plaintiff, State of Florida, Office of the Attorney General, Department of Legal Affairs (the "Plaintiff" or the "Attorney General"), sues Defendants, Access Travel Network, Inc., a Florida limited liability company ("Access") and Henry W. Cordts, Jr. ("Cordts"), and alleges that:

JURISDICTION AND VENUE

1. This is an action for injunctive relief, restitution, declaratory relief, civil penalties and other relief against Defendants in excess of \$15,000.00, pursuant to the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes (2012).
2. This Court has jurisdiction over the subject matter pursuant to Section 26.012, Florida Statutes (2012) and provisions of the FDUTPA. The granting of injunctive and other

equitable relief is within the jurisdiction of the Circuit Court, and the amount in controversy satisfies the jurisdictional threshold of the Circuit Court.

3. The Defendants' principal place of business is in Orange County, Florida. The violations alleged herein affect or occurred in more than one judicial circuit in the State of Florida, including Orange County. Accordingly, venue is proper in Orange County and in the Ninth Judicial Circuit pursuant to the provisions of the FDUTPA and Sections 47.011 and 47.021, Florida Statutes (2012).

4. All actions material to this Complaint have occurred within four years of the filing date of this action.

5. All conditions precedent to this action have been performed or have occurred.

PLAINTIFF

6. Plaintiff is an "enforcing authority" of Chapter 501, Part II, Florida Statutes (2012) and is authorized to bring this action and to seek injunctive and other statutory and civil relief pursuant to that chapter.

7. Plaintiff has conducted an investigation and has determined that enforcement action against the Defendants serves the public interest.

DEFENDANTS

8. Access is an active Florida corporation with its principal places of business located in Orange County, Florida. Access lists its address as 672 N. Semoran Boulevard, suite 301. Orlando, Florida 32807.

9. Access is engaged in providing timeshare resale advertising services. Access employs a staff of telemarketers to solicit consumers who own timeshares to pay Access a fee to advertise the consumer's timeshare for sale or rent.

10. At all times relevant to this action, Access engaged in trade or commerce as defined in Section 501.203(8), Florida Statutes (2012).

11. Cordts is an individual residing in Seminole County, Florida and is the owner and president of Access. He controls, participates in, or possesses the authority to control the acts and practices of Access.

FACTUAL ALLEGATIONS

12. Since at least July 1, 2012, Cordts and Access have engaged in the telemarketing of timeshare resale advertising services to consumers in Florida and throughout the United States.

13. Access employees make unsolicited telemarketing calls to consumers and offer Access's services to advertise timeshares for sale or rental.

14. Consumer complaints received by Plaintiff state that Access employees make specific representations which induce the consumers to purchase Access's timeshare resale advertising services. These representations include:

- a. Large corporations are waiting to purchase the consumer's timeshare weeks;
- b. Corporate clients need timeshare weeks for upcoming conferences in Orlando;
- c. Consumer has a number of free vacation weeks that are close to expiration, but can be rented or sold by Access; and
- d. An Access employee would personally "sell" a consumer's vacation weeks.

15. Defendants charge consumers an advance fee of \$149.00 per vacation week for Access's timeshare resale advertising services.

16. After receiving the consumer's payment, Defendants require the consumer to sign a written contract with Access.

17. According to the contract, Defendants do not provide real estate brokerage services, and the consumer, not Access, is responsible for negotiating any sale or rental of the timeshare.

18. Defendants' contract states that, "Owner's right of cancellation of the transaction authorized and verified is seven (7) days, prior to contract being signed, from the date set forth below (representing the date services begin) after which time any and all monies paid to Access Travel Network are non-refundable."

19. Defendants market timeshare resale advertising services to consumers who own resale interests located in Florida and available for sale within Florida. Specifically, Defendants have marketed timeshare resale advertising services to consumers who own timeshare interests at Orange Lake Resort which is located at 8505 W Irlo Bronson Highway, Kissimmee, Florida 34747.

20. Plaintiff has received complaints from consumers which allege that Defendants will not honor requests for refunds, including requests made within ten days from the date the consumer signed the contract.

21. Plaintiff has received complaints from consumers which allege that, in spite of Access's promises during the sales call, consumers' timeshares remain unsold and unrented.

COUNT I
VIOLATION OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES
ACT, CHAPTER 501, PART II, FLORIDA STATUTES

22. Plaintiff incorporates and re-alleges paragraphs 1 through 21 above as if fully set forth hereinafter.

23. 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).

24. Defendants have violated and continue to violate the FDUTPA by using deceptive and unfair acts and practices in the marketing and promoting of their timeshare resale advertising services as described above.

25. These above-described acts and practices of the Defendants have injured and will likely continue to injure and prejudice the public.

COUNT II
VIOLATIONS OF SECTION 721.205, FLORIDA STATUTES
RESALE SERVICE PROVIDERS, DISCLOSURE OBLIGATIONS
VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES
DECEPTIVE AND UNFAIR TRADE PRACTICES

26. Plaintiff incorporates and re-alleges paragraphs 1 through 21 above as if fully set forth hereinafter.

27. 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. “that 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. “that the resale advertiser has identified a person interested in buying or renting the timeshare resale interest without providing the name, address, telephone

number of such represented interested resale purchaser;”

- c. “that sales or rentals have been achieved or generated as a result of its advertising services unless the resale advertiser, at the time of making such representation, possesses and is able to provide documentation to substantiate the statement or implication made to the consumer timeshare reseller. In addition, to the extent that a resale advertiser states or implies to a consumer timeshare reseller that the resale advertiser has sold or rented any specific number of timeshare interests, the resale advertiser must also provide the consumer timeshare reseller the ration or percentage of all the timeshare interests that have resulted in a sale versus the number of timeshare interests advertised for sale by the resale advertiser for each of the previous 2 calendar years if the statement or implication is about a sale or sales, or the ration or percentage of all the timeshare interests that have actually resulted in a rental versus the number of timeshare interests advertised for rental by the resale advertiser for each of the previous 2 calendar years if the statement or implication is about a rental or rentals;” or
- d. “that the timeshare interest has a specific resale value.”

28. 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.

29. 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.

30. 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

receiving from the consumer an executed contract which fully complies with Section 721.205(2)(f).

31. Pursuant to Section 721.205(6), Florida Statute (2012) any person 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.

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Temporarily and permanently enjoin Defendants and their officers, agents, and employees, and those persons in active concert or participation with them who receive actual notice of the Court's orders:

(i) from engaging in any unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce in violation of Chapter 501, Part II, Florida Statutes (2012); and,

(ii) from engaging in any violation of Section 721.205, Florida Statutes (2012);

B. Assess civil penalties against Defendants pursuant to Section 501.2075 and Section 721.205, Florida Statutes (2012), in an amount not to exceed \$15,000 per violation;

C. Declare all non-compliant contracts for timeshare resale advertising services entered into by Defendants void;

D. Require disgorgement of profits, and award restitution and refunds to consumers for each violation;

E. Order an asset freeze on all bank accounts of Defendants and that Defendants not dissipate any of their assets and preserve them for purposes of restitution and refunds to consumers;

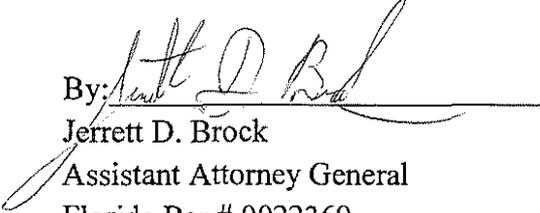
F. Award Plaintiff reasonable attorneys' fees and costs pursuant to the provisions of Section 501.2105, Florida Statutes (2012), and as otherwise allowable by applicable statutes or law;

G. Enter final judgment against Defendants, jointly and severally, for damages, restitution, refunds, disgorgement of profits, civil penalties, costs, and reasonable attorneys' fees.

H. Award such other relief as the interests of justice shall require and that this Honorable Court may deem just and proper.

Dated this 28th day of February 2013.

Respectfully Submitted,
PAMELA JO BONDI
ATTORNEY GENERAL

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