

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

In the Matter of:

AG Case Number: L14-3-1019

VACATIONS DIGEST, LLC, and  
ZAMIRODDIN KAZI, an individual,

Respondents.

\_\_\_\_\_ /

**ASSURANCE OF VOLUNTARY COMPLIANCE**

PURSUANT TO Chapter 501, Part II, the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Florida Statutes (2013), the State of Florida, Office of the Attorney General, Department of Legal Affairs (“Department”) has investigated certain acts and practices of Vacations Digest, LLC and Zamiroddin Kazi (collectively “Respondents”) related to their timeshare resale and rental services.

Respondents enter into this Assurance of Voluntary Compliance (“AVC”) with the Department without admission of wrongdoing and for the purpose of resolving this matter only. Pursuant to Section 501.207(6), Florida Statutes (2013), the Department accepts this AVC in termination of its investigation.

**1. BACKGROUND**

1.1 Vacations Digest, LLC (“Vacations Digest”) is a Florida limited liability company with its principal place of business located at 6200 Metrowest Blvd., Suite 205, Orlando in Orange County, Florida. Zamiroddin Kazi (“Kazi”) is a managing member and owner of Vacations Digest. He participated in, controlled, and had the authority to control the acts and practices of Vacations Digest.

1.2 Vacations Digest is engaged in the timeshare resale and rental business. Vacations Digest’s representatives make unsolicited telemarketing calls to consumers to

persuade them to pay upfront fees for Vacations Digest's services. Vacations Digest holds a commercial telephone seller license (License number TC4154) with the Florida Department of Agriculture and Consumer Services.

1.3 Based upon consumer complaints, the Department initiated its investigation of Respondents in September 2013. The complaints allege the use of deceptive sales tactics to induce consumers to pay Vacations Digest's upfront fee for services. Vacations Digest denies using any deceptive sales tactics and contends that it complies with all applicable law.

1.4 The Department and Respondents agree to resolve this investigation by entering into this AVC.

## **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 matters relating to or arising out of this AVC shall lie solely in Orange County, Florida.

## **3. DEFINITIONS**

3.1 "**Assisting Others**" includes, but is not limited to, providing any of the following services to any Person or entity: (1) performing customer service functions including, but not limited to, receiving or responding to consumer complaints; (2) formulating or providing, or arranging for the formulation or provision of, any sales script, other marketing material, or marketing services of any kind; (3) providing names of, or assisting in the generation of, potential customers; (4) providing credit card merchant processing accounts, or otherwise providing access to a billing and collection system (such as a credit card, checking, savings, utility bill, telephone bill, mortgage loan account or debit card), or causing any charges to be

made to such an account or utilizing such a system; or (5) acting as an officer or director of a business entity.

3.2 “**Person**” means a natural Person, an organization, or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

3.3 “**Resale Advertising Service**” (including “**Resale Advertising Services**”) shall have the same meaning as defined in the Florida Vacation Plan and Timesharing Act, Chapter 721, Part I, Florida Statutes (2013) and states as follows: “any good or service relating to, or a promise of assistance in connection with, advertising or promoting the resale or rental of a consumer resale timeshare interest located or offered within this state, including any offer to advertise or promote the sale or purchase of any such interest.”

3.4 “**Resale Recovery Service**” (including “**Resale Recovery Services**”) means any good or service relating to, or a promise of assistance in connection with, recovering any financial loss suffered by a consumer in connection with timeshare Resale Advertising Services.

#### **4. COMPLIANCE TERMS**

##### **Timeshare Resale Advertising Services Ban**

4.1 Respondents are permanently enjoined from, directly or indirectly, participating and Assisting Others in operating, managing, owning, directing, controlling, or maintaining any financial interest in any business or entity that markets or provides any timeshare Resale Advertising Service or Resale Recovery Service, and from managing or supervising any Person employed by such business or entity.

4.2 Notwithstanding the prohibitions contained in paragraph 4.1, Respondents may continue to provide timeshare Resale Advertising Services to existing customers who have entered into a contract with Respondents prior to the date of this AVC, but shall not collect or

attempt to collect any additional monies from existing customers. Respondents shall cease providing all timeshare Resale Advertising Services to existing customers on or before December 31, 2014.

**Consumer Information**

4.3 Respondents are permanently enjoined from selling, renting, leasing, transferring, benefitting, and otherwise disclosing the name, address, birth date, telephone number, email address, Social Security number, credit card number, bank account, or other financial or identifying personal information of any Person from whom or about whom Respondents obtained such information in connection with timeshare Resale Advertising Services. Respondents shall destroy their consumer information in all forms in their possession, custody, or control on or before December 31, 2014.

**Website Disclosures**

4.5 Respondents shall immediately modify their websites<sup>1</sup> to prominently display the following:

Vacations Digest, LLC is not accepting new customers. We will continue to provide advertising services to existing customers at no additional fee and will not collect or attempt to collect any additional monies from existing customers.

4.6 Respondents shall not violate any applicable law, rule, 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 (2013);

(b) Timeshare Resale Accountability Act, Vacation Plans and Timesharing, Chapter 721, Part I, Florida Statutes (2013);

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<sup>1</sup> <http://www.vacationdigest.com> and any other websites related to Vacations Digest, LLC.

(c) The Florida Telemarketing Act as contained in Chapter 501, Part IV, Florida Statutes (2013);

(d) Section 817.41, Florida Statutes (2013), Misleading Advertising; and

(e) The Telemarketing and Consumer Fraud and Abuse Prevention Act as contained in 15 U.S.C. Sections 6101-6108 (2012) and rules implementing the Act as contained in the "Telemarketing Sales Rule," Title 16 C.F.R, Part 310 (2010).

## 5. MONETARY TERMS

### Consumer Restitution

5.1 The Department provided Respondents a list of consumers to whom Respondents shall make restitution payments and the amount of each payment ("Restitution List"). Within twenty (20) days from Respondents' execution of this AVC, Respondents shall make restitution payments, by certified mail, to consumers named in the Restitution List.

5.2 Within thirty (30) days from Respondents' execution of this AVC, Respondents shall provide Department with written proof of having made the consumer restitution payments as required under 5.1.

5.3 If any consumer on the Restitution List fails to cash the restitution payment within one hundred and forty days (140) days from Respondents' execution of this AVC, or any restitution payment made in compliance with 5.1 is returned to Respondents, then Respondents agree to make a charitable donation of those funds to Seniors v. Crime, Inc., a Florida nonprofit corporation, for educational, investigative and crime prevention programs for the benefit of senior citizens and the community as a whole. The donation payment shall be made within one hundred and eighty (180) days from Respondents' execution of this AVC and shall be sent via certified check, made payable to Seniors v. Crime, Inc. and delivered to Denise Kim, Assistant Attorney General, Office of the Attorney General, 135 West Central Blvd., Suite 1000, Orlando,

FL 32801.

**Default of Monetary Terms**

5.4 In the event Respondents fail to comply with the monetary requirements pursuant to 5.1, 5.2, and 5.3, Respondents shall be in default of this AVC and hereby stipulate to entry of a final judgment against them, jointly and severally, in favor of the Department for the outstanding monies due. Evidence of the failure to pay in accordance with the terms and conditions of this AVC may be in the form of an affidavit from the Department.

5.5 Respondents acknowledge and agree that any failure to comply with the terms and conditions of this AVC is, by statute, prima facie evidence of a violation of FDUTPA, and will subject Respondents to any and all civil penalties and sanctions provided by law, including the award of attorneys' fees and costs.

**6. EFFECTIVE UPON ACCEPTANCE**

6.1 The Department's Director of the Consumer Protection Division may refuse to accept this AVC at his discretion, and the AVC shall only become effective upon the Director's execution of this AVC.

6.2 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.

**7. BUSINESS RECORDS**

7.1 In connection with the Department's future monitoring of Respondents, Respondents agree to retain documents and information reasonably sufficient to establish their compliance with the provisions of this AVC until December 31, 2014. Respondents shall provide the Department reasonable access to such documents and information upon written request from the Department, and Respondents shall produce documents and information requested by the Department within fifteen (15) days of the date of the written request.

**8. CONSTRUCTION OF AVC**

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

8.2 The Department has not approved any of the Respondents' business practices, and Respondents shall not use the existence of this AVC to in any way imply such approval.

**9. APPLICABILITY**

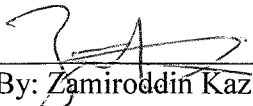
9.1 This AVC shall apply to and continuously bind Respondents and their affiliated entities, successors, heirs and assigns, and each of their officers, directors, agents, servants, employees, whether acting directly or through any corporation, subsidiary, division, or other entity.

**10. CHANGES IN LAW OR BUSINESS PRACTICES**

10.1 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 an authorized representative in the County and State listed below, as of the date affixed thereon.

**Vacations Digest, LLC**

  
By: Zamiroddin Kazi  
Its: \_\_\_\_\_  
Date: February 26, 2014

[Signature]  
Zamiroddin Kazi, Individually  
and as authorized Officer for  
Vacations Digest, LLC.

STATE OF FLORIDA  
COUNTY OF Orange

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Zamiroddin Kazi, individually and as an authorized officer of Vacations Digest, LLC., who acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 26 day of February, 2014.

Sworn to and subscribed before me this 26 day of February, 2014.



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

Personally known \_\_\_\_\_ or  
Produced identification  (check one)

Type of Identification Produced: FL Drivers License K200-980-87-189-0

[Signature]  
Denise Kim  
Assistant Attorney General  
Office of the Attorney General  
Department of Legal Affairs  
135 West Central Blvd., Suite 1000  
Orlando, Florida 32801  
Telephone (407) 245-0833, Fax (407) 245-0365

Accepted this 6th day of March, 2014.

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



RESTITUTION LIST  
VACATIONS DIGEST LLC

	Consumer Name	Consumer Address	Amount
1	Fernandez, Isabel	4570 Summeroak St. Apt. # 314 Orlando, FL 32835	\$1,000.00
2	Ku, Ann	604 South Washington Sq Apt. # 1015 Philadelphia, PA 19106	\$1,750.00
3	Roberst, Helen	1113 Gunston Rd, Virginia Beach, VA 23451	\$1,699.00
4	Sheffey, Tara	1158 Soapstone Rd, Galax, VA 24333	\$2,146.35
	<b>TOTAL</b>		<b>\$6,595.35</b>