

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PINELLAS COUNTY, FLORIDA  
- CIVIL DIVISION -**

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

**CASE NO:**

**DIVISION:**

Plaintiff,

v.

**PROPERTY SOLUTIONS INTERNATIONAL CORP,  
d/b/a COAST TO COAST LAND, a Florida Corporation,  
PREMIER 1 PROPERTY, INC,  
d/b/a FSBO PROPERTY SOLUTIONS,  
a Florida Corporation, and MARVIN E. SCOTT,  
an Individual,**

Defendants.

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**COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL PENALTIES,  
AND OTHER STATUTORY AND EQUITABLE RELIEF**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the "Attorney General") sues Defendants, Property Solutions International Corp, d/b/a Coast to Coast Land, Premier 1 Property, Inc., d/b/a FSBO Property Solutions, and Marvin E. Scott, an individual (hereinafter collectively referred to as "Defendants") and alleges the following:

**JURISDICTION AND VENUE**

1. This is an action for injunctive and other equitable and statutory relief, brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (2014); Section 501.059, Florida Statutes (2014), Telephone Solicitation; and Chapter 475, Part I, Section 475.42(1), Florida Statutes, Sale or Brokerage of Real Estate without a license under Florida Regulation of Professions and Occupations.

2. This Court has subject matter jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes. The Office of the Attorney General seeks relief in an amount greater than Fifteen Thousand Dollars (\$15,000), exclusive of interest, costs, and attorney's fees.

3. All actions material to the complaint have occurred within four (4) years of the filing of this action.

4. The statutory violations alleged herein occur in or affect more than one judicial circuit in the State of Florida, including Pinellas County and the Sixth Judicial Circuit.

5. Venue is proper in Pinellas County, Florida, as the Defendants conduct business in Pinellas County.

#### **THE PARTIES**

6. Plaintiff, the Attorney General, is the enforcing authority of Chapter 501, Part II, Florida Statutes, and Section 501.059(8), Florida Statutes, and is authorized to bring this action and to seek injunctive and other statutory relief, including restitution and civil penalties.

7. The Attorney General has conducted an investigation of the matters alleged herein and Attorney General Pamela Jo Bondi has determined that this enforcement action serves the public interest, as required by Section 501.207(2), Florida Statutes.

8. Defendant Property Solutions International Corp, d/b/a Coast to Coast Land ("Property Solutions") is an active Florida for-profit corporation, registered with the Florida Department of State, Division of Corporations, located in Pinellas County, Florida, with its principal place of business at 3350 Ulmerton Road, Clearwater, Florida, 33762.

9. Defendant Premier I Property, Inc., d/b/a FSBO Property Solutions ("PIP") is an inactive Florida corporation, registered with the Florida Department of State, Division of Corporations, located in Pinellas County, Florida, with its principal place of business at 3350

Ulmerton Road, Unit#10, Clearwater, FL 33762.

10. At all times material hereto, Property Solutions and P1P engaged in land sales advertising and marketing as well as offering brokerage services through telemarketing. At all times relevant to this action, Property Solutions and P1P solicited land owners to advertise their land for sale and offered sales and brokerage services through Property Solutions and P1P for a fee. Property Solutions also owns and operates a website located at the URL address <http://www.4premierland.com> and <http://www.coasttocoastland.com>.

11. Defendant Marvin E. Scott ("Scott") is an individual and, at all times material hereto, has resided in Tampa, Florida. Scott directly participates in and manages, operates, and controls the operations of Property Solutions and P1P and, upon information and belief, holds a direct or indirect interest in Property Solutions and P1P.

12. At all times material hereto and at least within four (4) years before the filing of this action, Defendants, engaged in trade or commerce within the definition of Section 501.203(8), Florida Statutes, by offering brokerage services through telemarketing to consumers in Florida and throughout the nation.

### **INTRODUCTION**

13. Defendants claim to provide advertising and marketing services to individuals interested in selling their land. Consumer complaints allege that Defendants claimed to have buyers ready to buy their land, typically at a premium price. Interested sellers were then coerced into paying a fee, ranging from \$798 to multiple thousands of dollars, to consummate the purported "pending" transaction. Complaints further allege that once fees are paid to Defendants, the alleged buyers don't materialize, and fees are not refunded.

14. This business model is very similar to the one utilized by Preferred Vacation

Resorts, Inc., d/b/a Preferred Property Services, Inc. (“Preferred Vacation Resorts”), a timeshare resale company also managed by Defendant Scott, which was previously investigated by the Attorney General. On February 15, 2010, Marvin Scott entered into an Assurance of Voluntary Compliance agreement (“AVC”) with the Florida Attorney General’s Office pursuant to Section 501.207(6), Florida Statutes. A copy of the AVC is attached hereto, and incorporated herein, as **Exhibit A**. The AVC forbids both Preferred Vacation Resorts and Defendant Scott from engaging in unfair and deceptive businesses practices such as misrepresenting to consumers that the business has people waiting to buy the properties.

15. To date, our office has received over 34 complaints about Defendants, Property Solutions International Corp, d/b/a/ Coast to Coast Land, Premier 1 Property, Inc., d/b/a FSBO Property Solutions, and Marvin Scott, alleging over \$70,000 in losses.

16. On March 17, 2014, the Florida Department of Business and Professional Responsibility issued a Cease and Desist letter to Defendants after determining that these Defendants were brokering without a license, in violation of Florida Statutes.

17. On August 11, 2014, the Florida Department of Agriculture and Consumer Services, Division of Consumer Services, conducted a telemarketing inspection at Defendants’ place of business and determined that Defendants:

a) were conducting outbound telephone sales calls during which consumers were told that a buyer has been located who is willing to purchase consumers’ specific parcels of real estate, and for a fee Defendants can facilitate this transaction; and

b) were employing five (5) unlicensed telemarketers.

18. As the President of Property Solutions International Corp, d/b/a/ Coast to Coast Land, Defendant Scott currently and at all times material to the allegations of this Complaint,

participates in, controls, or possesses the authority to control Property Solution's acts and practices, and possesses actual or constructive knowledge of all material acts and practices complained of herein.

19. At all times material to this action, upon reason and belief, Scott received proceeds from accounts opened in the name of Property Solutions containing monies paid by consumers. The accounts and property of Defendant Scott contain proceeds of the deceptive acts and practices complained of herein.

**STATEMENT OF FACTS AND**  
**DEFENDANTS' COURSE OF CONDUCT**

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

21. At all times relevant to this action, Defendants marketed and conducted and continue to market and conduct land sales marketing and advertising services, for a variable fee, to real property owners in Florida, and throughout the United States, via telemarketing and internet advertising.

22. Commencing on a date unknown, but at least subsequent to October 2013, and continuing to the present, Defendants are engaging in and have engaged in telemarketing and internet advertising designed and intended to induce consumers to pay Defendants an "advertising" or "marketing" fee, in varying amounts, for land sale marketing and advertising services via a series of false and misleading representations by Defendants, including, but not limited to, statements that Defendants had already identified a "buyer" for the consumer's property, that Defendants would sell the consumer's property "quickly," and that Defendants would actively market the property to ensure that it is sold.

23. Commencing on a date unknown, but subsequent to October 2013, and

continuing, Defendants did solicit, charge, and receive payment from property owners for purported "advertising" and "marketing" services. These payments are received after the consumer verbally "consents" to the charge during a recorded call. Once payment is received, a contract is sent to the consumer, which may or may not be signed by the consumer.

24. In return for said payments from consumers, Defendants falsely represent and have represented to property owners that Defendants will actively market and/or advertise their property in an attempt to sell it when in actuality Defendants merely list the land on a website operated by Defendants.

25. Commencing on a date unknown, but subsequent to October 2013, Defendants offered and continue to offer a "refund at closing" or "money-back guarantee" if the property is not sold through Defendant's efforts.

26. During the telemarketing solicitation, Defendants misrepresent the services to be provided and that a sale is imminent and collect payment from consumers based on these misrepresentations. Subsequent to the consumer's payment, Defendants furnish a written contract for services which contains different and often contrary terms regarding Defendants' land sale marketing and advertising services.

27. Defendants typically charge a consumer's credit card without regard to whether the consumer has consented in writing and prior to receiving a signed written contract from the consumer delineating all the terms and conditions of the services Defendants purportedly provide. In fact, in some instances, consumers pay the fee but never sign a written contract agreeing to engage Defendants' services.

28. Defendants, at all times material hereto, were subject to Chapter 475, Part I, Florida Statutes, Real Estate Brokers, Sales Associates, Schools, and Appraisers, because they

collected advance fees in order to sell land. In addition, on their websites, Defendants clearly represent that they assist in bringing land buyers and sellers together, which action falls within the statutory definition of “broker” contained within Section 475.01(1)(a), Florida Statutes.

29. Consumer complaints also allege that Defendants failed to provide customer service, including, but not limited to, responding to customer emails, returning customers’ telephone calls, and providing refunds when requested.

30. On February 19, 2014, Defendant Scott registered yet another business in the State of Florida by the name of “1 Property Services Corp.” Upon information and belief, Defendant Scott continues to own and operate illegitimate timeshare and/or land resale businesses in the State of Florida.

**COUNT I**

**DECEPTIVE AND UNFAIR TRADE PRACTICES  
SECTIONS 501.204 AND 501.207, FLORIDA STATUTES**

**VIOLATION OF ASSURANCE OF VOLUNTARY COMPLIANCE**

The Attorney General sues Defendant Marvin E. Scott and alleges:

31. Plaintiff adopts, incorporates herein, and re-alleges paragraphs 1 through 29, as if fully set forth hereinafter.

32. Defendant Scott falsely represents through his company that Defendants have buyers available for the consumers’ land, in violation of Section 3.2.E.i of the AVC, attached hereto as **Exhibit A**.

33. Defendant Scott employed salespeople who engaged in Telephone Solicitation without a license, in violation of Section 3.2.D of the AVC.

34. The terms of the AVC have not been rescinded by agreement of the parties.

35. Defendant Scott failed to comply with the terms of the AVC, which is prima facie

evidence of a FDUTPA violation, pursuant to Section 501.207(6) Florida Statutes.

**COUNT II**

**VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES,  
THROUGH VIOLATIONS OF CHAPTER 475.42  
SALE OR BROKERAGE OF REAL ESTATE WITHOUT A LICENSE**

The Attorney General sues Defendants and alleges:

36. Plaintiff adopts, incorporates herein, and re-alleges paragraphs 1 through 29 as if fully set forth hereinafter and further alleges:

37. Defendants acted as a broker within the meaning and definitions of the Florida Statutes

38. Defendants did not register as, nor were they licensed as, brokers, all in violation of Florida Statutes.

39. Through these actions and related business practices, Defendants have committed and are committing acts or practices in trade or commerce which shock the conscience; have engaged in or are engaging in representations, acts, practices or omissions which are material, and which are likely to mislead consumers acting reasonably under the circumstances; have committed and are committing acts or practices in trade or commerce which offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers; and have engaged in acts or practices that are likely to cause substantial injury to consumers which is not reasonably avoidable by consumers themselves, or outweighed by countervailing benefits to consumers or competition. Thus, Defendants have engaged in and are engaging in unfair or deceptive or unconscionable acts or practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

40. Defendants willfully engaged in the acts and practices alleged herein.

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

42. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, Defendants' actions will result in irreparable injury to the public for which there is no adequate remedy at law.

**COUNT III**

**VIOLATIONS OF SECTION 501.059, FLORIDA STATUTES**

**TELEPHONE SOLICITATION**

The Attorney General sues Defendants and alleges:

43. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 29 as if fully set forth hereinafter and further alleges:

44. Section 501.059, Florida Statutes, applies to telephonic sales calls made to a consumer to solicit the sale of any consumer goods or services. Consumer goods or services include advertising and marketing services Section 501.059(1)(b), Florida Statutes.

45. Section 501.059(6)(a), Florida Statutes, provides that a merchant who makes a telephonic sales call "shall not make or submit a charge to the consumer's credit card account or make or cause to be made any electronic transfer of funds until after the merchant receives from the consumer a copy of the contract, signed by the purchaser, which complies with this section."

46. Section 501.059(5)(b), Florida Statutes, requires in part that a contract made pursuant to a telephonic sales call shall be reduced to writing and signed by the consumer and shall match the description of the goods or services as principally used in the telephone solicitation. Further, the contract must contain the following statement in bold, conspicuous type, immediately preceding the signature "You are not obligated to pay any money unless you sign this contract and return it to the seller."

47. Defendants have violated and continue to violate Section 501.059, Florida Statutes, by collecting payment from consumers prior to obtaining a signed written contract, and by failing to match in the contract the description of the services to be provided that was made in the telephonic sales call.

48. Pursuant to Section 501.059(8), Florida Statutes, the telephone solicitor is liable for a civil penalty not to exceed Ten Thousand Dollars (\$10,000) per violation of Section 501.059, Florida Statutes. Section 501.059, Florida Statutes, also authorizes The Attorney General to seek injunctive relief against the violator.

49. Defendants willfully engaged in the acts and practices alleged herein.

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

51. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, Defendants' actions will result in irreparable injury to the public for which there is no adequate remedy at law.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, respectfully requests that this Court enter an Order granting:

1. A permanent injunction prohibiting Defendants and their officers, agents, servants and employees, and those persons in active concert or participation with those who receive actual notice of the Court's Orders, from engaging in any activity within the State of Florida, or from outside the State of Florida but involving Florida businesses or Florida residents, which relates in any way to telemarketing timeshares or land;

2. Full restitution to all consumers who were deceived by Defendants in connection

with the advertising and marketing services in question, or in connection with any transactions transpiring in Florida, including solicitation or telemarketing originating from Florida or payment received in Florida, purporting to sell, or advertise and market land or real property.

3. Civil penalties against Defendants in the amount of Ten Thousand Dollars (\$10,000) for each violation of Chapter 501, Part II, Florida Statutes, pursuant to Section 501.2075, Florida Statutes and for each violation of Section 501.059, Florida Statutes, and civil penalties in the amount of Fifteen Thousand Dollars (\$15,000) for each violation victimizing a senior citizen, pursuant to Section 501.2077, Florida Statutes;

4. Reasonable attorney's fees and costs awarded to the Department of Legal Affairs pursuant to Sections 501.2105 and 501.2075, Florida Statutes; and

5. Such other and further relief as may be just and equitable.

Dated this 27<sup>th</sup> day of May, 2015.

Respectfully Submitted,

Pamela Jo Bondi  
ATTORNEY GENERAL

*/s/ Robert J. Follis*

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