

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE**

DEBBIE ADAIR; PHILLIP ALVEY AND)
JANICE ALVEY; JUSTIN BALTIMORE AND)
DAISY BALTIMORE; JOSHUA BUNN AND)
CHELCIE CALLANTA; PHILLIP CAMPAGNA)
AND HEIDE DEMORRIS; ARLYSE DELOYOLA)
AND TEOFILO DELOYOLA; JOHN DENTEN)
AND DIANA ZINK DENTEN; SABRINA)
HAMILTON AND ANDERSON HAMILTON;)
DEEANN JONES AND ADAM JONES;)
JEFFREY LAXA AND KERRI AITKEN; MARC)
LUCAS AND KIMBERLY WALLACE; JOANNE)
MACALINO AND FERNEY ZULUAGA; JEFFREY)
MCALISTER AND ALISON LENTZ MCALISTER;)
MORRIS PLATER AND LORRELL PLATER;)
PETER RYCKEBOSCH AND KIMBERLY)
RYCKEBOSCH; JUSTINE SMALLEY)
AND ELLIOTT SMALLEY; TAMEKA STARKS)
AND ALLEN STARKS; LAYMON WILSON)
AND WENDY WILSON)

Plaintiffs,

v.

BLUEGREEN VACATION UNLIMITED, INC.,)
dba "BLUEGREEN RESORTS", "BLUEGREEN)
VACATION CLUB" and "PINNACLE)
VACATIONS, INC."; and BPS DIRECT, LLC)
dba "BASS PRO SHOPS")

Defendants.)

Civil Action No. 3:19-cv-54

Removed From Sevier County
Chancery Court
Case No. 19-1-003

JURY DEMAND

PLAINTIFFS' FACTS SUPPLEMENT TO THIRD AMENDED COMPLAINT

PLAINTIFF DEBBIE ADAIR

1. In July of 2012, while in Orlando, Florida, Plaintiff Adair was offered tickets to Epcot and Disneyworld by Bluegreen.

2. She was shuttled from the resort she was staying at to an off-site location to attend what Bluegreen represented would be a one (1) hour presentation, but in actuality it lasted three (3) hours.
3. At said sales presentation, which occurred in Orlando in July of 2012, Plaintiff was not provided with any food or time alone to consider the purchase, and she was not free to leave the sales presentation area on their own accord, as they had transported her there.
4. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiff eventually caved and signed the contract Bluegreen wanted her to sign, just so she could leave.
5. In 2014, Plaintiff attended what Bluegreen represented to be a mandatory Owners Meeting in Orlando, Florida with her boyfriend at the time.
6. The Owners Meeting turned out to be another high-pressure sales pitch aimed at getting Plaintiff's boyfriend to pay more money for an "upgrade" of his existing VOI.
7. Plaintiff was not given any food at this three (3) hour long meeting, and was not given any time alone with her boyfriend to discuss the transaction; she was also not able to freely leave the presentation site on her own accord.
8. Plaintiff ultimately succumbed to Bluegreen's pressure and agreed to co-sign for her boyfriend when his credit was otherwise insufficient to upgrade on his own.
9. Plaintiff avers Bluegreen's contract signing process shared the following characteristics at both sales meetings:
 - a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;

- b. Bluegreen used language she did not understand;
 - c. Bluegreen spoke too fast; and
 - d. Bluegreen summarized the contents of the documents she was signing;
10. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that there was a buy back process employed by Bluegreen in case Plaintiff decided she did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiff would receive in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiff could rent out the VOI to help reduce costs;
 - e. that there would be plenty of availability to book at the locations Plaintiff desired and that booking was easy; and
 - f. that Plaintiff was buying deeded real property interests located in Orlando, Florida.
11. In 2016, when Plaintiff tried to sell the VOI on eBay, she learned that the representations Bluegreen had made to her at the prior sales meetings, identified immediately above, were all false.
12. Plaintiff further discovered that Bluegreen had misrepresented a material fact about cost by telling her that annual maintenance fees were not subject to future increases, and would remain fixed.
13. More recently, upon the initiation of this legal action, Plaintiff learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would

forever bind Plaintiff's heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.

14. Bluegreen never disclosed to Plaintiff the existence of the successor liability clause in the purchase contract or the fact that the annual maintenance fees were subject to perpetual increases.
15. Plaintiff avers she would not have entered the initial or upgrade contracts with Bluegreen had she known about the annual maintenance fee increases which affected price, or the successor liability clause that would operate to forever bind her heirs and leave her family's future generations responsible for fees.
16. Plaintiff also asserts she would not have entered the contracts had she known the representations set forth in ¶5 were false.
17. Plaintiff was not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
18. Bluegreen also failed to make Plaintiff aware of her rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
19. Thus far Plaintiff has paid Bluegreen a total of at least \$13,350 (thirteen thousand three hundred and fifty dollars) in down payments, mortgage payments, and/or fees.
20. Plaintiff remains obligated for \$17,339 (seventeen thousand three hundred and thirty nine dollars) on a mortgage note tied to real property she does not own and never will.
21. Despite such payments and the incurrence of such debt, Plaintiff Adair has not been able to take a single trip using her VOI since she co-signed for the upgrade purchase.
22. Plaintiff Adair has incurred actual out of pocket damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS PHILLIP AND JANICE ALVEY

23. In August of 2013, while Plaintiffs Mr. and Mrs. Alvey were walking around the streets in Gulf Shore, Alabama, they were approached by an apparent Bluegreen agent with an offer for a two night stay in Branson, Missouri.
24. Plaintiffs later learned they had to attend a Bluegreen sales presentation to get the offer referred to immediately above.
25. Based on representations by Bluegreen's salesperson, Plaintiffs expected the presentation to last one (1) hour, but in actuality it lasted five (5) hours.
26. At said sales presentation, which occurred in Missouri in June of 2014, Plaintiffs were not provided with any time alone to discuss the purchase, and were not free to leave the sales presentation area on their own accord.
27. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
28. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did in Missouri in September of 2014.
29. Bluegreen represented to Plaintiffs that the Owners Meeting would be up to three (3) hours long and would teach them how to use their use their VOI.
30. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an "upgrade" of their existing VOI which lasted seven (7) hours.
31. Plaintiffs aver Bluegreen's contract signing process shared the following characteristics at both sales meetings:

- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast;
 - d. Bluegreen summarized the contents of the documents they were signing;
 - e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves, despite their express request to do so.
32. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiffs could rent out their VOI to help reduce costs;
 - e. that there would be plenty of availability to book at the locations Plaintiffs desired and that booking was easy;
 - f. that Plaintiffs were buying deeded real property interests located in Myrtle Beach, South Carolina.
33. In January 2016, Plaintiffs learned that the representations Bluegreen had made to them at the prior sales meetings, identified immediately above, were all false.

34. Plaintiffs further discovered that Bluegreen had concealed the fact its annual maintenance fees were subject to perpetual increases.
35. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
36. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or the fact that the annual maintenance fees were subject to perpetual increases.
37. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the annual maintenance fee increases which affected price, or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
38. Plaintiffs also assert they would not have entered the contracts had they known the representations set forth in ¶ 32 were false.
39. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
40. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
41. Thus far Plaintiffs have paid Bluegreen a total of at least \$18,900 (eighteen thousand, nine hundred dollars) in down payments, mortgage payments, and/or fees.
42. Plaintiffs remain obligated for \$55,500 (fifty five thousand, five hundred dollars) on their mortgage note, for real property they do not own and never will.

43. Plaintiffs have not been able to take a single trip using their VOI, ever, and thus have not derived a single benefit from their transactions with Bluegreen, despite making such payments and incurring such debts.
44. Plaintiffs have incurred actual damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS JUSTIN AND DAISY BALTIMORE

45. In November of 2015, Plaintiffs Justin and Daisy Baltimore stayed at a hotel in Tennessee booked through Choice Privileges, where they were offered a Visa gift card for attending what was represented to be a one hour presentation.
46. When Plaintiffs attended said presentation, it actually lasted three (3) hours, Bluegreen would not allow them to have any time alone, and they were not free to leave upon their own accord.
47. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign so they could leave.
48. Bluegreen later told Plaintiffs that they were required to attend what was represented to be an hour long Owners Meeting to learn how to use their VOI, which Plaintiffs did in Virginia in March of 2016.
49. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an "upgrade" of their existing VOI, and it lasted three (3) hours.

50. Plaintiffs aver Bluegreen's contract signing process shared the following characteristics at both sales meetings:
- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast;
 - d. Bluegreen summarized the contents of the documents they were signing;
 - e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves.
51. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiffs would get in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiffs could rent out their VOI to help reduce costs;
 - e. that Plaintiffs were buying deeded real property interests located in Tennessee and Virginia; and
 - f. that Plaintiffs' points could be applied toward annual maintenance fees.
52. Plaintiffs later learned that the representations Bluegreen had made to them at the prior sales meetings, as identified immediately above, were all false.

53. Plaintiffs further discovered that Bluegreen had concealed, at both sales presentation meetings, the fact its annual maintenance fees were subject to perpetual increases.
54. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
55. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or the fact that the annual maintenance fees were subject to perpetual increases.
56. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the annual maintenance fee increases which affected price, or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
57. Plaintiffs also assert they would not have entered the contracts had they known the representations set forth in ¶51 were false.
58. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
59. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
60. Thus far Plaintiffs have paid Bluegreen a total of at least \$7,500 (seven thousand five hundred dollars) in down payments, mortgage payments, and/or fees.
61. Plaintiffs remain obligated for \$47,000 (forty-seven thousand dollars) on their mortgage note, for property they do not own and never will.

62. Plaintiffs were able to take one trip for two nights since their initial VOI purchase up to the time of the upgrade purchase, and zero trips since the upgrade; and the accommodations on the one vacation Plaintiffs were able to book did not reflect the five star quality accommodations represented to Plaintiffs by Bluegreen at both sales meetings.
63. Plaintiffs Mr. and Mrs. Baltimore have incurred actual out of pocket damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS JOSHUA BUNN AND CHELCIE CALLANTA

64. In February of 2016, Plaintiffs Bunn and Callanta were approached by a salesman while shopping at a Bass Pro Shop in Modesto, California who offered them a free trip to Las Vegas.
65. Upon booking the trip, Plaintiffs learned they had to attend a Bluegreen sales presentation, which they did in Las Vegas in October 2016.
66. Based on representations by Bluegreen when the tour was scheduled, Plaintiffs expected the presentation to last two (2) hours, but in actuality it lasted eight (8) hours.
67. At the presentation, Bluegreen did not provide the Plaintiffs with any food, water, or time alone to discuss the purchase, and Plaintiffs did not feel they were free to leave upon their own accord.
68. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
69. Plaintiffs aver Bluegreen's contract signing process possessed the following characteristics:

- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast;
 - d. Bluegreen summarized the contents of the documents they were signing;
 - e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves.
70. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiffs would get in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiffs could rent out their VOI to help reduce costs;
 - e. that Plaintiffs were buying deeded real property interests located in Big Bear Village, California.
71. In December of 2016, upon trying to sell their VOI, Plaintiffs learned that the representations Bluegreen had made to them at the prior sales meeting, as identified immediately above, were all false.
72. Plaintiffs further discovered that Bluegreen had concealed the fact its annual maintenance fees were subject to perpetual increases.

73. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
74. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or the fact that the annual maintenance fees were subject to perpetual increases.
75. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the annual maintenance fee increases which affected price, or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
76. Plaintiffs also assert they would not have entered the contract had they known the representations set forth in ¶70 were false.
77. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
78. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing their purchase contract.
79. Thus far Plaintiffs have paid Bluegreen a total of at least \$1,860 (one thousand, eight hundred and sixty dollars) in down payments, mortgage payments, and/or fees.
80. Plaintiffs remain obligated for \$9,990 (nine thousand, nine hundred, and ninety dollars) on a mortgage note for property they do not own and never will..

81. Plaintiffs have not been able to take a single trip using their VOI, ever, and thus have not derived a single benefit from their transaction with Bluegreen, despite making such payments and incurring such debt.
82. Plaintiffs Bunn and Callanta have incurred actual out of pocket damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS HEIDE CAMPAGNA AND PHIL DEMORRIS

83. While Plaintiffs Campagna and Demorris were at the Indy 500, they were offered a discounted weekend getaway at a resort by a Bluegreen salesman.
84. Upon booking the trip in New Lincoln, New Hampshire, Plaintiffs were informed by Bluegreen that they would have to attend a presentation that would last an hour .
85. In actuality the presentation lasted five (5) hours
86. At the presentation in New Hampshire in August of 2014, Plaintiffs were not provided with any food or time alone to discuss the purchase, and were not free to leave the sales presentation area on their own accord.
87. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
88. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did in New Hampshire in August of 2016.
89. Bluegreen represented to Plaintiffs that the Owners Meeting would be up to one (1) hour long and would teach them how to use their use their VOI.

90. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an “upgrade” of their existing VOI, and lasted over nine (9) hours over the course of two days.
91. Plaintiffs aver Bluegreen's contract signing process was the same at both sales meetings and included the following characteristics:
- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast;
 - d. Bluegreen summarized the contents of the documents they were signing;
 - e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves, despite their express request to do so.
92. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that there was a cancelation process that could be easily employed by contacting Bluegreen in the event they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiffs could rent out their VOI to help reduce costs;

- e. that there would be plenty of availability to book at the locations Plaintiffs desired and that booking was easy; and
 - f. that Plaintiffs were buying deeded real property interests located in The Blake in Cook County, Illinois and The Innsbruck in Aspen, Colorado.
93. At the Upgrade Meeting, Bluegreen represented to Plaintiffs that the only way to make their prior VOI purchase usable was to upgrade, which ultimately did not confer any additional benefits.
94. In August of 2016, immediately upon returning home from the Upgrade Meeting trip, Plaintiffs contacted the Bluegreen representative they had worked with seeking to cancel the, as they had been promised they could. When they finally received a return phone call, the Bluegreen representative instructed them hold off on the cancellation until they received an email from Bluegreen the next day. The email never came. A week later Plaintiffs called Bluegreen again and again was told to wait on the email. Plaintiffs then wrote Bluegreen a formal letter of cancellation and received a reply that it had been received one day too late to cancel the contract.
95. Thus, in August of 2016 Plaintiffs upon their attempts to cancel and conducting further research online, Plaintiffs became aware that the representations Bluegreen had made to them at the prior sales meetings were false.
96. Plaintiffs further discovered that Bluegreen had concealed the fact its annual maintenance fees were subject to perpetual increases.
97. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would

forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.

98. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or the fact that the annual maintenance fees were subject to perpetual increases.
99. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the annual maintenance fee increases which affected price, or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
100. Plaintiffs also assert they would not have entered the contracts had they known the representations set forth in ¶92 were false.
101. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
102. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
103. Thus far Plaintiffs have paid Bluegreen a total of at least \$16,296 (sixteen thousand, two hundred and ninety-six dollars) in down payments, mortgage payments, and/or fees.
104. Plaintiffs remain obligated for \$15,000 (fifteen thousand dollars) on a mortgage note, for property they do not own and never will.
105. Plaintiffs have not been able to take a single trip using their VOI, ever, due to the lack of availability in Bluegreen's booking system, and thus Plaintiffs have not derived a single benefit from their transactions with Bluegreen, despite the payments made and debts incurred.

106. Upon complaining to Bluegreen corporate about the booking and availability issues, Bluegreen instructed it would fix the problem and contact them the following Monday; Bluegreen deliberately delayed contacting them until after the deadline for using their points had passed, and thus all their points were forfeited.
107. Plaintiffs Champagna and DeMorris have suffered actual damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS TIOFILO AND ARYLSE DELOYOLA

108. In April 2013, a salesman approached Plaintiffs while they were shopping in a Bass Pro Store in Nashville, Tennessee and offered them a Visa gift card for attending a presentation, which they did approximately one year later.
109. Based on the representation by the salesman at Bass Pro Shop, Plaintiffs expected the presentation to last less than one (1) hour, but in actuality it lasted five (5) hours.
110. At the sales presentation, which occurred in Sevier County, Tennessee, in July of 2014, Plaintiffs were not provided with any food or time alone to discuss the purchase, and were not free to leave the sales presentation area on their own accord.
111. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
112. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did, in Wisconsin, in May of 2016

113. Bluegreen represented to Plaintiffs that the Owners Meeting would be less than (1) hour long and would teach them how to use their use their VOI.
114. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an “upgrade” of their existing VOI, and lasted over two (2) hours.
115. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. Bluegreen, through a non-lawyer representative, went through large volumes of paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand; and
 - c. Bluegreen summarized the contents of the documents they were signing.
116. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiffs could rent out their VOI to help reduce costs;
 - e. that Plaintiffs were buying deeded real property interests located in Peroria, Arizona and Myrtle Beach, South Carolina

117. At the Upgrade meeting, on May 9, 2016, Plaintiffs were affirmatively led to believe by two Bluegreen employees, named Ashley and Chris, that they were refinancing their existing VOI because they needed to lower their monthly payments.
118. Upon reviewing their next bank statement, however, they learned Bluegreen had actually tricked them into signing a purchase contract for a second VOI.
119. Later, in January of 2017, upon experiencing difficulties with booking and conducting online research, Plaintiffs did some online research and discovered that the other representations Bluegreen had made to them at the prior sales meetings, identified immediately above, were all false.
120. Plaintiffs also discovered that Bluegreen had concealed the fact its annual maintenance fees were subject to perpetual increases.
121. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
122. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or the fact that the annual maintenance fees were subject to perpetual increases.
123. Plaintiffs aver they would not have entered the purchase contracts with Bluegreen had they known about the annual maintenance fee increases which affected price, or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.

124. Plaintiffs also assert they would not have entered the contracts had they known the representations set forth in ¶116 were false.
125. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
126. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
127. Thus far Plaintiffs have paid Bluegreen a total of at least \$13,641 (thirteen thousand six hundred and forty-one dollars) in down payments, mortgage payments, and/or fees.
128. Plaintiffs remain obligated for \$19,486 (nineteen thousand, four hundred and eighty-six dollars) on a mortgage note, for property they do not own and never will.
129. Plaintiffs have been able to take two (2) trips using their VOI since their Upgrade purchase for a total of four nights.
130. Prior to the upgrade Plaintiffs were unable to take any trips at all.
131. The accommodations on the two trips Plaintiffs were able to book was not reflective of the five star quality accommodations represented to Plaintiffs by Bluegreen at both sales meetings.
132. Plaintiffs have incurred actual damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS SABRINA AND ANDERSON HAMILTON

133. In July of 2016, while Plaintiffs Mr. and Mrs. Hamilton were in Las Vegas, Nevada they were approached by a Bluegreen employee who offered them several all inclusive vacations, including two free cruise shows, and food vouchers totaling \$100.

134. Plaintiffs later learned they had to attend a Bluegreen sales presentation to get the offer referred to immediately above.
135. Based on the representation by Bluegreen regarding duration, Plaintiffs expected the presentation to last one (1) hour, but in actuality it lasted four (4) hours.
136. At said sales presentation, which occurred in Las Vegas, Nevada in July of 2016, Bluegreen did not allow Plaintiffs to have any time alone to discuss the purchase.
137. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
138. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did in Las Vegas, Nevada in October of 2016.
139. Bluegreen represented to Plaintiffs that the Owners Meeting would be less than (1) hour long and would teach them how to use their use their VOI.
140. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an “upgrade” of their existing VOI, and lasted four (4) hours.
141. Plaintiffs aver Bluegreen's contract signing process was the same at both sales meetings and included the following characteristics:
 - a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast;

- d. Bluegreen summarized the contents of the documents they were signing; and
 - e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves, despite their express request to do so.
142. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiffs could rent out their VOI to help reduce costs; and
 - e. that there would be plenty of availability to book at the locations Plaintiffs desired and that booking was easy.
143. In April of 2017, upon experiencing difficulties trying to sell the VOI, Plaintiffs discovered that the representations Bluegreen had made to them at the prior sales meetings, identified immediately above, were all false.
144. Upon the initiation of this legal action, Plaintiffs learned that Bluegreen had concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
145. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract.

146. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
147. Plaintiffs also assert they would not have entered the contracts had they known the representations set forth in ¶142 were false.
148. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
149. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
150. Thus far Plaintiffs have paid Bluegreen a total of at least \$5,601 (five thousand, six hundred and one dollars) in down payments, mortgage payments, and/or fees.
151. Plaintiffs remain obligated for \$6,200 (six thousand two hundred dollars) on a mortgage note tied to property they do not own and never will.
152. Plaintiffs have not been able to take a single trip using their VOI, ever, and thus have not derived a single benefit from the transaction with Bluegreen.
153. Plaintiffs Mr. and Mrs. Hamilton have incurred actual damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS ADAM AND DEEANN JONES

154. In Savannah GA, in November of 2014 Plaintiffs Mr. and Mrs. Jones were offered gift cards to attractions and a carriage ride in exchange for attending a presentation.

155. Based on the representation by Bluegreen regarding duration, Plaintiffs expected the presentation to last one (1) hour, but in actuality it lasted five (5) hours.
156. At said sales presentation, which occurred in Georgia in November of 2014, Bluegreen did not allow Plaintiffs to have any time alone to discuss the purchase and they were not free to leave on their own accord.
157. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
158. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did in Tennessee in October of 2015.
159. Bluegreen represented to Plaintiffs that the Owners Meeting would be thirty minutes (0.5 hours) long and would teach them how to use their use their VOI.
160. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an “upgrade” of their existing VOI, and lasted for over two and a half (2.5) hours.
161. Plaintiffs aver Bluegreen's contract signing process was the same at both sales meetings and included the following characteristics:
 - a. Bluegreen, through a non-lawyer representative, went through large volumes of paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast;
 - d. Bluegreen summarized the contents of the documents they were signing; and

- e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves, despite their express request to do so.
162. Plaintiffs also expressly requested time to have a lawyer review the contract documents, and Bluegreen told them there was no time to do that.
163. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that VOIs are in high demand and would increase in price, as they had historically;
 - b. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment;
 - c. that Plaintiffs could rent out their VOI to help reduce costs;
 - d. that there would be plenty of availability to book at the locations Plaintiffs desired and that booking was easy, and
 - e. that annual maintenance fees would never increase.
164. In late 2015, upon trying to sell the VOI, Plaintiffs discovered that the representations Bluegreen had made to them at the prior sales meetings, identified immediately above, were all false.
165. Upon the initiation of this legal action, Plaintiffs learned that Bluegreen had concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
166. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract, or the fact that maintenance fees were subject to increases.

167. In fact, Bluegreen told Plaintiffs the annual maintenance fees would remain at \$500 and never increase, which was false because current annual maintenance fees were \$1100 in 2017.
168. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees, or that those fees would perpetually increase.
169. Plaintiffs also assert they would not have entered the contracts had they known the representations set forth in ¶163 were false.
170. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
171. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
172. Thus far Plaintiffs have paid Bluegreen a total of at least \$4,201 (four thousand two hundred and one dollars) in down payments, mortgage payments, and/or fees.
173. Plaintiffs remain obligated for \$14,050 (fourteen thousand and fifty dollars) on a mortgage note that is tied to property they do not own and never will.
174. Plaintiffs have been able to take two trips before the upgrade and one trip after.
175. The accommodations on the three trips Plaintiffs were able to book were very poor and certainly not reflective of the five star quality accommodations represented to Plaintiffs by Bluegreen at both sales meetings.
176. Plaintiffs have incurred actual damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS JEFF LAXA AND KERRI AITKIN

177. Plaintiffs expected the initial sales presentation to last one (1) hour, but in actuality it lasted seven (7) hours.
178. At said sales presentation, which occurred in Wisconsin in January of 2015, Plaintiffs were not provided with any food, or time alone to discuss the purchase, and were not free to leave the sales presentation area on their own accord.
179. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
180. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did in Wisconsin in April of 2015.
181. Bluegreen represented to Plaintiffs that the Owners Meeting would be up to one (1) hour long and would teach them how to use their use their VOI.
182. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an “upgrade” of their existing VOI, and lasted four (4) hours.
183. Plaintiffs aver Bluegreen's contract signing process was the same at both sales meetings and included the following characteristics:
- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork quickly, within 10-20 minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast;

- d. Bluegreen summarized the contents of the documents they were signing;
 - e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves.
184. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs:
- a. that VOIs are in high demand and would increase in price, as they had historically;
 - b. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment; and
 - c. that there would be plenty of availability to book at the locations Plaintiffs desired and that booking was easy.
185. Plaintiffs later learned that the representations Bluegreen had made to them at the prior sales meetings, identified immediately above, were all false.
186. Plaintiffs further discovered that Bluegreen had concealed the fact that annual maintenance fees existed, thereby also concealing the fact they were subject to perpetual increases.
187. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
188. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract.
189. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the annual maintenance fees (and their increases) which affected

price, or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.

190. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
191. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
192. Plaintiffs have not been able to take a single trip using their VOI, ever, and thus have not derived a single benefit from their transactions with Bluegreen.
193. Plaintiffs Laxa and Aitkin have incurred damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS MARC LUCAS AND KIMBERLY WALLACE

194. While Plaintiffs Marc Lucas and Aitkin were in Destin, Florida they were approached by a Bluegreen salesman who offered them a two night stay in Sevierville, Tennessee.
195. Plaintiffs later learned they also had to attend a Bluegreen sales presentation to get the offer referred to immediately above.
196. Plaintiffs expected the presentation to last two (2) hours, and brought their young children, but in actuality the presentation lasted six (6) hours.
197. At the presentation, Bluegreen did not provide the Plaintiffs with any time alone to discuss the purchase, and Plaintiffs did not feel they were free to leave upon their own accord.
198. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.

199. Plaintiffs aver Bluegreen's contract signing process possessed the following characteristics:
- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, within ten minutes, leaving them with no time to read the documents or keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast;
 - d. Bluegreen summarized the contents of the documents they were signing;
 - e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves.
200. At the sales presentation in Tennessee, in April 2017, Bluegreen made numerous representations to Plaintiffs about the VOI, including:
- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiffs would get in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiffs could rent out their VOI to help reduce costs;
 - e. that there would be plenty of availability to book at the locations Plaintiffs desired (Smoky Mountains and Hawaii) and that booking was easy, and
 - f. that Plaintiffs were buying an interest in deeded real property located in Orlando, Florida.
201. Upon conducting research online, Plaintiffs learned that the representations Bluegreen had made to them at the prior sales meeting, as identified immediately above, were all false.

202. Plaintiffs further discovered that Bluegreen had concealed the fact its annual maintenance fees existed and were subject to perpetual increases. In fact, Bluegreen represented such costs were fixed, which was false.
203. Bluegreen also represented that the VOI purchase would give Plaintiffs a "substantial tax break" because it was "deeded property", which is false.
204. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
205. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or the fact that the annual maintenance fees existed or were subject to perpetual increases.
206. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the annual maintenance fees or their periodic increases, which affected price, or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
207. Plaintiffs also assert they would not have entered the contract had they known the representations set forth in ¶200 were false.
208. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
209. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing their purchase contract.

210. Thus far Plaintiffs have paid Bluegreen a total of at least \$8,212 (eight thousand two hundred and twelve dollars) in down payments, mortgage payments, and/or fees.
211. Plaintiffs remain obligated for \$12,800 (twelve thousand, eight hundred dollars) on their mortgage note.
212. Plaintiffs have not been able to take a single trip using their VOI, ever, and thus have not derived a single benefit from their transaction with Bluegreen.
213. Plaintiffs Lucas and Wallace have incurred actual out of pocket damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS FERNEY MACALINO AND JOANNE ZULUAGA

214. Plaintiffs Macalino and Zuluaga were offered a free trip to Las Vegas, Nevada.
215. Plaintiffs later learned they also had to attend a "short" Bluegreen sales presentation to get the offer referred to immediately above.
216. Plaintiffs expected the presentation to last one (1) hours, but in actuality it lasted eight (8) hours.
217. At the presentation, Bluegreen did not provide the Plaintiffs with any food or time alone to discuss the purchase, and Plaintiffs did not feel they were free to leave upon their own accord.
218. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
219. Plaintiffs aver Bluegreen's contract signing process possessed the following characteristics:

- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen summarized the contents of the documents they were signing;
 - c. Bluegreen would not physically allow them to hold or touch the documents to read it themselves.
220. At the sales presentation in Las Vegas, Nevada in October 2016, Bluegreen made numerous representations to Plaintiffs about the VOI, including:
- a. that VOIs are in high demand and would increase in price, as they had historically;
 - b. that the specific VOI Plaintiffs would get in the purchase would appreciate in value, and was therefore a good investment;
 - c. that there would be plenty of availability to book at the locations Plaintiffs desired and that booking was easy and flexible, and
 - d. that Plaintiffs were buying an interest in deeded real property.
221. Bluegreen also represented to Plaintiffs that the VOI would grant them a "tax break", which was false.
222. Plaintiffs later learned that the representations Bluegreen had made to them (identified above) at the prior sales meetings were all false.
223. Plaintiffs further discovered that Bluegreen had concealed the fact its annual maintenance fees were subject to perpetual increases and that booking trades at component sites required additional payments.

224. Bluegreen represented to Plaintiffs at the sales meeting that maintenance fees were fixed and had not gone up in the last eighteen (18) years, which was false, as annual increases are typical.
225. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
226. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or the fact that the annual maintenance fees were subject to perpetual increases.
227. Bluegreen did however represent to Plaintiffs that they "could" leave the VOI to their children, which is false because Plaintiffs have no choice in the matter.
228. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the annual maintenance fee increases, which affect price, or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
229. Plaintiffs also assert they would not have entered the contract had they known the representations set forth in ¶220 were false.
230. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
231. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing their purchase contract.

232. Plaintiffs have not been able to take a single trip using their VOI, ever, despite their attempts, and thus have not derived a single benefit from their transaction with Bluegreen.
233. Plaintiffs Macalino and Zuluaga have incurred actual out of pocket damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS JEFF AND ALLISON MCALISTER

234. In December 2013, while Plaintiffs Mr. and Mrs. McAlister were in shopping in a Bass Pro Shop in Destin, Florida they were approached by an apparent BPS employee, named Ken, who offered them a weekend getaway and a \$100 Bass Pro Shop gift card.
235. Plaintiffs later learned they had to attend a Bluegreen sales presentation to get the offer referred to immediately above.
236. Based on the representation by Ken, Plaintiffs expected the presentation to last less an hour and a half, but in actuality it lasted six (6) hours.
237. At said sales presentation, which occurred in Tennessee in January of 2014, Plaintiffs were not provided with any food, water, or time alone to discuss the purchase, and they were not free to leave the sales presentation area on their own accord.
238. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.

239. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did in Tennessee in March of 2014.
240. Bluegreen represented to Plaintiffs that the Owners Meeting would be one (1) hour long and would teach them how to use their use their VOI.
241. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an “upgrade” of their existing VOI, and lasted over four (4) hours.
242. At the Owners Meeting, Bluegreen told Plaintiffs their initial purchase was "valueless" because it would not be enough to book a vacation, and more points would need to be purchased to correct the issue.
243. Plaintiffs aver Bluegreen's contract signing process was the same at both sales meetings and included the following characteristics:
- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast;
 - d. Bluegreen summarized the contents of the documents they were signing; and
 - e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves.
244. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:

- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiffs could rent out their VOI to help reduce costs;
 - e. that there would be plenty of availability to book at the locations Plaintiffs desired and that booking was easy; and
 - f. that Plaintiffs were buying deeded real property interests located in The Manhattan Club, Unit 717, New York, New York and The Hotel Blake Unit 901 and 903 in Cook, Illinois.
245. Plaintiffs were also told at the Owners Meeting that they would get a "tax write off" because the VOI was an "investment", which is false.
246. In October of 2016, upon trying to sell the VOI, Plaintiffs discovered that the representations Bluegreen had made to them at the prior sales meetings, identified immediately above, were all false.
247. Plaintiffs further discovered that Bluegreen had concealed the fact its annual maintenance fees were subject to perpetual increases.
248. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.

249. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or the fact that the annual maintenance fees were subject to perpetual increases.
250. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the annual maintenance fee increases which affected price, or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
251. Plaintiffs also assert they would not have entered the contracts had they known the representations set forth in ¶244 were false.
252. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
253. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
254. Thus far Plaintiffs have paid Bluegreen a total of at least \$21,035 (twenty-one thousand, and thirty-five dollars) in down payments, mortgage payments, and/or fees.
255. Plaintiffs remain obligated for \$38,000 (thirty-eight thousand dollars) on their mortgage note.
256. Plaintiffs have been able to take three (3) trips using their VOI since their Upgrade purchase for a total of ten (10) nights.
257. Prior to the upgrade Plaintiffs were unable to take any trips at all.
258. The accommodations on the three trips Plaintiffs were able to book was not reflective of the five star quality accommodations represented to Plaintiffs by Bluegreen at both sales meetings.

259. Plaintiffs Mr. and Mrs. McAlister have incurred actual damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS ELLIOTT AND JUSTINE SMALLEY

260. In February of 2016, while Plaintiffs Mr. Smalley was in a Bass Pro Shop in Springfield, Missouri, he was approached by a salesman who offered him a discounted weekend trip, which Mr. Smalley purchased.

261. Plaintiffs later learned, after paying for the discounted trip, that they would have to attend a "brief meeting" during their stay.

262. Plaintiffs expected the presentation to last one (1) hour, based on representations by Bluegreen at the time of scheduling, but in actuality it lasted four (4) hours.

263. At said sales presentation, which occurred in Tennessee in July of 2016, Plaintiffs were not provided with any time alone to discuss the purchase, and they were not free to leave the sales presentation area on their own accord.

264. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.

265. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did in Tennessee in October of 2016.

266. Bluegreen represented to Plaintiffs that the Owners Meeting would be one (1) hour long and would teach them how to use their use their VOI.

267. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an “upgrade” of their existing VOI, and lasted over two (2) hours.
268. Plaintiffs aver Bluegreen's contract signing process included the following characteristics:
- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand; and
 - c. Bluegreen summarized the contents of the documents they were signing.
269. At the initial Bluegreen sales meeting, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;
 - c. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment;
 - d. that there would be plenty of availability to book at the locations Plaintiffs desired and that booking was easy; and
 - e. that Plaintiffs could rent out their VOI to help reduce costs; and
 - f. that Plaintiffs were buying deeded real property interests located in North Carolina.
270. Despite Bluegreen's representations at the initial meeting that the VOI Plaintiffs were purchasing would be sufficient to book the vacations they desired, they were informed by different Bluegreen representatives at the Owners Meeting that the points they had bought

were insufficient to book any vacations, and that the points were not enough to have any resale value, thereby requiring an upgrade to fix these issues.

271. Even after the upgrade, however, Plaintiffs learned their points were not enough to book five days in Colorado, and thus, were certainly not enough to book the European vacations Bluegreen represented they could take at the initial meeting.
272. Plaintiffs later discovered that the representations Bluegreen had made to them at the initial sales meeting, and at the upgrade meeting, were all false.
273. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
274. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract, or the fact they would have to pay maintenance fees every year, despite purchasing an "every other year" VOI.
275. Plaintiffs aver they would not have entered the initial contract with Bluegreen had they known about the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
276. Plaintiffs also assert they would not have entered the contract had they known the representations set forth in ¶269 were false.
277. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
278. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.

279. Thus far Plaintiffs have paid Bluegreen a total of at least \$8,820 (eight thousand eight hundred and twenty dollars) in down payments, mortgage payments, and/or fees.
280. Plaintiffs remain obligated for \$7,953 (seven thousand nine hundred and fifty-three dollars) on a mortgage note for property they do not own and never will.
281. Plaintiffs have not been able to take a single trip using their VOI, ever, despite their attempts, and thus have not derived a single benefit from their transaction with Bluegreen.
282. Plaintiffs Mr. and Mrs. Smalley have incurred actual damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS ALLEN AND TAMEKA STARKS

283. In November of 2015, Plaintiffs Mr. and Mrs. Starks were offered a free hotel stay by Bluegreen over the phone.
284. Plaintiffs later learned they had to attend a Bluegreen sales presentation to get the offer referred to immediately above.
285. Based on the representation by Bluegreen Plaintiffs expected the presentation to last one (1) hour, but in actuality it lasted two (2) hours.
286. At said sales presentation, which occurred at Trade Winds in St. Pete Beach, Florida in March of 2016, Plaintiffs were not provided with any food, water or time alone to discuss the purchase, and they were not free to leave the sales presentation area on their own accord.

287. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
288. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did in Gatlinburg, Tennessee in June of 2016.
289. Bluegreen represented to Plaintiffs that the Owners Meeting would be one (1) hour long and would teach them how to use their use their VOI.
290. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an “upgrade” of their existing VOI, and lasted over two (2) hours, and had all the same characteristics as the initial meeting (see ¶286 above).
291. Plaintiffs aver Bluegreen's contract signing process was the same at both sales meetings and included the following characteristics:
- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
 - b. Bluegreen used language they did not understand;
 - c. Bluegreen spoke too fast; and
 - d. Bluegreen summarized the contents of the documents they were signing.
292. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:
- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
 - b. that VOIs are in high demand and would increase in price, as they had historically;

- c. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment;
 - d. that Plaintiffs could rent out their VOI to help reduce costs;
 - e. that there would be plenty of availability to book at the locations Plaintiffs desired (Hawaii) and that booking was easy;
 - f. that Plaintiffs' points would be sufficient to stay at the locations represented (Hawaii) and
 - g. that Plaintiffs were buying deeded real property interests located in Cashiers, North Carolina and Boyne Falls, Michigan.
293. At the Owners Meeting, Bluegreen additionally represented to Plaintiff Tameka Starks that if she wanted to sell the VOI later on, having more points would make it easier.
294. In September of 2016, upon trying to sell the VOI, Plaintiffs discovered that the representations Bluegreen had made to them at the prior sales meetings, identified in the two paragraphs immediately above, were all false.
295. Plaintiffs points, even after the upgrade, would get them a maximum of three nights in Hawaii and it is not practicable to fly to Hawaii for such a short time period, thereby rendering the specific anticipated benefit of the transaction useless to Plaintiffs.
296. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
297. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or that annual maintenance fees were subject to increases.

298. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the possibility of fee increases or the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
299. Plaintiffs also assert they would not have entered the contracts had they known the representations set forth in ¶292 were false.
300. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.
301. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
302. Thus far Plaintiffs have paid Bluegreen a total of at least \$16,968 (sixteen thousand nine hundred and sixty-eight dollars) in down payments, mortgage payments, and/or fees.
303. Plaintiffs remain obligated for \$7,691 (seven thousand six hundred and ninety-one dollars) on a mortgage note for real property they do not own and never will.
304. Plaintiffs have been able to take one trip, comprising of one night, ever, despite their attempts to book, such as in January 2017.
305. The accommodation on the only one-night trip Plaintiffs were able to book was poor and certainly not reflective of the five star quality accommodations represented to Plaintiffs by Bluegreen at both sales meetings, nor was it at a desirable location, as was represented to Plaintiffs by Bluegreen.
306. Plaintiffs Mr. and Mrs. Starks have incurred actual damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS LAYMON AND WENDY WILSON

307. In June 2014, while Plaintiffs Mr. and Mrs. Wilson were at a Bass Pro Shop in Spanish Fort, Alabama they were approached by a salesman who offered them a four (4) day/three (3) night stay at accommodations of their choosing.
308. Plaintiffs later learned they also had to attend a Bluegreen sales presentation to get the offer referred to immediately above.
309. Based on the representation by the Bass Pro Shop salesman, Plaintiffs expected the presentation to last an hour and a half, but in actuality it lasted four (4) hours.
310. At said sales presentation, which occurred in Sevierville, Tennessee in March of 2015, Plaintiffs were not provided with any food, water or time alone to discuss the purchase, and they were not free to leave the sales presentation area on their own accord.
311. After being subjected to high pressure sales tactics for many hours and being told a plethora of representations by Bluegreen that later turned out to be false, Plaintiffs eventually caved and signed the contract Bluegreen wanted them to sign, just so they could leave.
312. Bluegreen later told Plaintiffs that they were required to attend an Owners Meeting to learn how to use their VOI, which Plaintiffs did in Tennessee in March of 2016.
313. Bluegreen represented to Plaintiffs that the Owners Meeting would be one (1) hour long and would teach them how to use their use their VOI.
314. In actuality, the Owners Meeting was another high-pressure sales pitch aimed at getting Plaintiffs to pay more money for an “upgrade” of their existing VOI, lasted three (3) hours, and had the same characteristics as the initial sales meeting identified in ¶310.
315. Plaintiffs aver Bluegreen's contract signing process was the same at both sales meetings and included the following characteristics:

- a. Bluegreen, through a non-lawyer representative, went through large volumes of complex legal paperwork very quickly, less than twenty (20) minutes, and they could not keep up with what was being said;
- b. Bluegreen used language they did not understand;
- c. Bluegreen spoke too fast;
- d. Bluegreen summarized the contents of the documents they were signing; and
- e. Bluegreen would not physically allow them to hold or touch the documents to read it themselves, despite their express request to do so.

316. At both Bluegreen sales meetings, Bluegreen made the following representations to Plaintiffs, and Plaintiffs relied thereon in deciding to sign the purchase contracts:

- a. that there was a buy back process employed by Bluegreen in case they decided they did not want to retain the VOI in the future;
- b. that VOIs are in high demand and would increase in price, as they had historically;
- c. that the specific VOI Plaintiffs would receive in the purchase would appreciate in value, and was therefore a good investment;
- d. that Plaintiffs could rent out their VOI to help reduce costs;
- e. that their points could be used to pay for maintenance fees; and
- f. that Plaintiffs were buying deeded real property interests located in Myrtle Beach, South Carolina.

317. At the Upgrade Meeting, Bluegreen represented that Plaintiffs' current maintenance fees would not be affected by the upgrade, and such fees would remain fixed, which was false because Plaintiffs' maintenance fees have doubled in cost within the last three years.

318. Plaintiffs were also told by Bluegreen at the Upgrade Meeting, upon complaining about booking availability, that they would be given a special phone number to call to make reservations that avoids the normal reservation system, which was false.
319. In April of 2016, upon attempting to book and being unable to, Plaintiffs conducted some online research and discovered that the representations Bluegreen had made to them at the prior sales meetings were all false.
320. More recently, upon the initiation of this legal action, Plaintiffs learned that Bluegreen had also concealed within its purchase contracts a hidden successor liability clause that would forever bind Plaintiffs' heirs at law to their debt and require them to pay Bluegreen's ever-increasing annual maintenance fees.
321. One of the biggest selling points for these Plaintiffs was the ability to gift their children a valuable asset that would cost them nothing, but since Bluegreen's representations were false, Plaintiffs' biggest selling point was moot.
322. Bluegreen never disclosed to Plaintiffs the existence of the successor liability clause in the purchase contract or that annual maintenance fees were subject to increases.
323. Plaintiffs aver they would not have entered the initial or upgrade contracts with Bluegreen had they known about the successor liability clause that would operate to forever bind their heirs and leave their family's future generations responsible for fees.
324. Plaintiffs also assert they would not have entered the contracts had they known the representations set forth in ¶316 were false.
325. Plaintiffs were not given a copy of Bluegreen's Public Offering Statement at either sales meeting prior to signing the contract.

326. Bluegreen also failed to make Plaintiffs aware of their rescission rights in a timely manner upon the signing of both the initial and upgrade contracts.
327. Thus far Plaintiffs have paid Bluegreen a total of at least \$23,690 (twenty-three thousand six hundred and ninety dollars) in down payments, mortgage payments, and/or fees.
328. Plaintiffs remain obligated for \$27,177 (twenty-seven thousand, one hundred and seventy-seven dollars) on a mortgage note for real property they do not own and never will.
329. Plaintiffs have been able to take one trip before their upgrade, comprising of three (3) nights at a mediocre quality hotel (when Bluegreen represented its accommodations were five star quality), and zero trips after their upgrade.
330. Plaintiffs Mr. and Mrs. Wilson have incurred actual damages and been emotionally battered by Bluegreen's outrageous and unethical conduct in furtherance of its fraud scheme.

PLAINTIFFS JOHN AND DIANA DENTEN

331. John and Diana Denten ("Plaintiffs" herein) purchased a timeshare interest through Bluegreen Resort in 2007 when they were 23 and 24 years old, as part of an old program that splits up the points every other year, to 4,500 points per year, which makes bookings very hard. Bluegreen explained that the only alternative to correct this was for the Plaintiffs to financially commit to an upgrade to double their points and "round off" both of the 4,500 points annually, to 9,000 point annually. The Plaintiffs rejected the resorts upgrade attempts and Bluegreen kept the Plaintiffs at 4,500 points per year.

Original Sales Presentation

332. Plaintiffs were on vacation at the Dells in Wisconsin when they were offered a \$100 restaurant gift card in exchange for attending a one-hour sales presentation. As young college students, it was hard for them to pass on a free meal.
333. In actuality, the presentation lasted four hours.
334. Plaintiffs were reluctant to purchase a timeshare, but Bluegreen staff persuaded them that the timeshare would be "an investment in their future", that the points were unusually cheap that day, and that they would never get such a good price again.
335. Several different Bluegreen staff members talked to the Plaintiffs about how people were coming to buy more and more points. Plaintiffs watched as Bluegreen staff celebrated each time another buyer signed a contract.
336. Seeing other people purchasing timeshares convinced Plaintiffs that they were not "suckers" for believing Bluegreen staff.
337. Those skilled in the industry know that some or all were "sales plants" and not real customers.

Contract Signing

338. Plaintiffs signed their Contract with a non-lawyer Bluegreen employee who identified himself as a finance officer. The Bluegreen finance officer was dressed and acted in a in a very professional manner.
339. The Bluegreen finance officer went over certain sections of the Contract in great detail with Plaintiffs. Because of his dedicated attention to detail on those areas, Plaintiffs believed he was telling them everything they needed to know.

Public Offering Statement

340. Plaintiffs were not given a Public Offering Statement to review prior to the sales process or prior to signing the Contract.

Successor Liability

341. Bluegreen staff did not tell Plaintiffs that the Contract, including all future fees, was a binding obligation on their "successors" which are named as secondary obligators upon the Plaintiffs' demise.

Other Misrepresentations/Omissions

342. Plaintiffs do not recall any Bluegreen staff member discussing their right to rescind the Contract.

343. Bluegreen staff did not discuss maintenance fees with Plaintiffs.

344. Plaintiffs' maintenance fees have continued to increase without Plaintiffs' knowledge that such was a possibility.

345. Bluegreen representatives told Plaintiffs at the point-of-sale that the points in their timeshare interest would be enough for a weeklong vacation every other year. They were also promised unlimited bonus time.

346. In actuality, Plaintiffs' points only grant them three days, every two years. Furthermore, Plaintiffs learned that the bonus time can only be used when booking within 45 days in advance, and the Plaintiffs are unable to schedule vacations in such a short window.

347. Bluegreen staff promised Plaintiffs at the point-of-sale that they could gift their vacation time to family, but when Plaintiffs tried to make a reservation in a family member's name, they were told that the Plaintiffs themselves needed to be there for family members to use

the timeshare, which is absurd since many other Plaintiffs herein were advised to rent to the public to offset costs, or produce extra income.

348. Plaintiffs were told that booking was easy and there were always rooms available because only members could use the Bluegreen properties. However, Plaintiffs aver booking has been a hassle and is rarely available.

349. Plaintiffs went on Travelocity and were able to find available rooms to the general public at Bluegreen properties for the same price they paid in fees, and as Members they must pay two years worth of fees for each stay of only three days.

350. Bluegreen staff also showed Plaintiffs 5-star accommodations in Las Vegas, Florida and all over the world at the initial presentation.

351. The properties that Plaintiffs actually stayed in were run-down and dated. Some rooms have had leaking pipes and broken amenities.

Resale - Pinnacle

352. Bluegreen guaranteed at the point-of-sale that if Plaintiffs ever wanted to sell their timeshare interest, it would be easy and would make them a profit because the property was an investment.

353. Bluegreen representatives further stated it was a robust market to Bluegreen vacation points, and it would always sell for at least the \$10,000 invested.

354. Bluegreen staff also told Plaintiffs that Bluegreen would help them with the sales process.

355. When Plaintiffs contacted Bluegreen to sell their timeshare, Bluegreen referred Plaintiffs to "Pinnacle", stating it was a good a resale company for those seeking to dispose of their timeshare interest.

356. Pinnacle is actually a wholly owned subsidiary of Bluegreen that is fraudulently designed to keep owners locked into their timeshares as long as possible.

Cost per Use

357. When taking into account average mortgage payments and rising maintenance fees, over a 10-year period, these Plaintiffs can pay for roughly five three-day vacations for \$21,000, or \$4,200 per 3-day vacation every two years.

358. This means that for a vacation in Las Vegas or Florida, the Plaintiffs would be paying about \$1,400 per night for an outdated room with a leaky faucet, which is a substantively unconscionable amount to pay for below-average accommodations.

PLAINTIFFS PETER AND KIMBERLY RYCKEBOSCH

359. Peter and Kimberly Ryckebosch ("Plaintiffs" herein) purchased timeshare points with Bluegreen Resort in 2002 and upgraded their points package in 2004 to purportedly correct problems getting the prior promised use rights. They have paid off their mortgage in full but have had recent discoveries of mistruths told to them at the point-of-sale, which were uncovered as causing harm in 2017.

Original Sales Presentation

360. Plaintiffs describe the experience of the original presentation as "high pressure and exhausting." They were never left alone and the whole ordeal lasted many hours.

361. After Plaintiffs expressed their concerns about the cost, Bluegreen staff convinced Plaintiffs to purchase an every other year timeshare.

Owners Meeting

362. Plaintiffs attended an "Owners Meeting" while on vacation in order to learn how to get the available vacation dates and locations they were originally promised.
363. Bluegreen staff told Plaintiffs, "you have been had" and that, "every other year packages were a joke" because there are not enough points to book the vacations as previously promised.
364. Plaintiffs felt like they had no other choice but to upgrade in order to use the points they were already committed to.
365. Bluegreen staff allowed Plaintiffs to trade in their current points and use it as "credit" toward a new purchase, but in the end it would cost over \$60,000 to get what they originally paid for if they executed a \$28,000 mortgage roughly doubling with high-interest, plus substantial increases to the Plaintiffs' maintenance fees. If Plaintiffs paid a tremendous amount of cash for the upgrade to avoid exorbitant interest, it still would be \$28,000, plus all of the fee increases remain.

Contract Signing

366. The contract was signed with a non-lawyer Bluegreen staff member. She was called a "Contract Specialist" who barely interpreted the contract for Plaintiffs, and specifically, no mention of the Recession right Plaintiffs could invoke.
367. Plaintiffs were not given the opportunity to read the Contract, where the process was all about a high-speed and paper where they were rapidly told to initial here and sign here.
368. Plaintiffs were not notified of the cancellation period or any right or method to
369. rescind the contract.

Other Misrepresentations/Omissions

370. Plaintiffs were told at the point-of-sale that the timeshare they were purchasing was "turned back" by another owner and they would be getting a great deal and receive that equity payoff when they sell someday.
371. They were told the equity transferred to the upgrade in the actual purchase transaction.
372. In 2017, Plaintiffs still did not fully comprehend or appreciate that the "turned back" timeshare never even existed, thus no "equity" existed at all.
373. In 2018, they now know that the "turn back" and "equity" were fraudulent inducements upon a valueless interest sold to collect mortgage and ongoing debts for little or no use in return.
374. Plaintiffs were told they "owned property" and that it was "deeded" and a very valuable investment in real estate.
375. Plaintiffs were told that their property would appreciate in value and they could sell it
376. for a profit someday; however, in 2017 Bluegreen staffs' lies were exposed as the Plaintiffs learned their points were not worth anything and they were harboring inescapable liability.
377. In actuality, even after upgrading their points package, Plaintiffs were unable to book anything but local Virginia accommodations, or Orlando for some weeks, many just the weekend, and those properties were described as "crappy" accommodations.
378. In 2016, Plaintiffs became extremely frustrated that they could never seem get to Hawaii as was the original upgrade promise, however, after much research, Plaintiffs learned that Bluegreen had a grand total of six (6) rooms available in Hawaii and even after trying to book a year out, there is no way to get in.

Public Offering Statement

379. Plaintiffs were not provided copies and afforded the time to read through a Public Offering Statement prior to signing either contract.

Successor Liability

380. One of the biggest selling points of the timeshare was that Plaintiffs would own property and that they "could" pass it down to their family.

381. Bluegreen staff told Plaintiffs that if they wanted to pass it on someone, they could choose whomever they wanted, and this could be their adult "child" or anyone else. Plaintiffs were told they just decide who gets it and then the Plaintiffs "could" just put it into their Will.

382. Plaintiffs were not informed of the automatic debt and contract terms to which their successors (that same "child") would be liable for regarding all future obligations under the Contract, and upon Plaintiffs' discovery of this familial and generational liability in that Contract, the Plaintiff are completely sure that a disclosure by Bluegreen staff would have ended the Contract signing immediately.

Cost per Use

383. Plaintiffs have paid in full the mortgage and maintenance fees totaling roughly \$50,000, which is thousands per year spread over the years of ownership for a couple days to a week sometimes, for a "crappy" and meager room.

384. However, the greatest loss is the 2017 Discoveries of completely nonexistent value and hidden successor liability for generations to come.

PLAINTIFFS MORRIS AND LORRELL PLATER

385. Morris and Lorrell Plater ("Plaintiffs" herein) purchased a deeded week timeshare through Bluegreen Resorts in 1996. In 2005, Plaintiffs upgraded to a points timeshare, and new discoveries in 2016 have revealed substantial misrepresentations causing harm now in 2018.

Original Sales Presentation

386. Plaintiffs' original purchase was for a "deeded property" where they had a set week every year that they could use.

387. Plaintiffs were satisfied with their timeshare arrangement.

Owners Meeting

388. In 2005, Plaintiffs attended an "Owner's Meeting."

389. At the meeting Bluegreen staff applied high-pressure to convince Plaintiffs that changing their fixed week deeded timeshare into Bluegreen points would allow them more flexibility and travel opportunities, and appreciating resale value, all of which were untrue.

Contract Signing

390. The Contract signing happened under the supervision of a non-lawyer Bluegreen staff member.

391. The Plaintiffs state that the signing was done "very quickly" where there was voluminous paperwork shuffled by the Bluegreen closing representative, so it was impossible to read.

392. Bluegreen staff summarized the contents of the contract but did not give Plaintiffs the opportunity to read the pages, nor the quick checklist of initialed sentences that have now been discovered as matters not discussed or deceitfully discussed.

393. Additionally, there were missing pages discovered in the documents book that were not present when the Plaintiffs originally signed the Contract.

Other Misrepresentations/Omissions

394. Bluegreen staff told Plaintiffs the points system would make it easier and more profitable to sell in the future because of the points' flexibility.

395. Bluegreen staff never told Plaintiffs that maintenance fees could increase.

396. Since they purchased their timeshare, Plaintiffs' maintenance fees have increase five fold.

397. Bluegreen representatives ensured the Plaintiffs that the points were worth a lot and are going up in value with a high rate of appreciation.

398. Plaintiffs were already told they received a \$32,000 points package that someone "turned back in" to the resort representatives stating that the points were "back into the board" for resale and because they were all paid for, they were sold for lower.

399. This not only gave the Plaintiffs an impression of marketplace resale value, it also led them to believe they had received \$20,000 in appreciation equity for the \$12,000 purchase.

400. Now in 2016-2018, the Plaintiff has discovered the true market value of a Bluegreen points' package, which is \$0.

Public Offering Statement

401. Plaintiffs were not given any time to review the Public Offering Statement before signing either contract.

Successor Liability

402. Bluegreen staff told Plaintiffs that the timeshare "could" pass to their kids and that it was an opportunity to keep the timeshare in their family, including their "children".
403. However, Plaintiffs were not told that those same "children" and their children would be indefinitely responsible for all fees (jointly and severally liable).
404. Upon discovery of this generational liability in 2016, Plaintiffs exclaimed they would
405. never have put this debt liability on anyone else, especially their children.
406. Plaintiffs were told that in order to sell it they needed to pay off their mortgage, which they did, however they remain unable to see their interest.

Cost per Use

407. Plaintiffs are not getting to use their timeshare as promised. If Plaintiffs were able to get a week every year at a desirable location in moderate accommodations, which in reality they cannot, over the 10-year mortgage period after the upgrade, it would cost them roughly \$40,000 or about \$4,000 per week, which is a substantively unconscionable amount to pay.

Respectfully submitted 4/8/2019,

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CERTIFICATE OF SERVICE

I hereby certify that this 8th day of April 2019, a copy of the foregoing document was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's electronic filing system.

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