



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Complainant's contact information **MUST** be provided. Incomplete forms cannot be processed.
PLEASE WRITE LEGIBLY. Only one business per complaint form.

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| <u>Person Making Complaint:</u> Orestes Espinosa & Teresa Espinosa _____ Last Name, First Name, Middle Initial PO Box 850181 _____ Mailing Address Mobile, Mobile _____ City, County Alabama, 36685 _____ State, Zip Code 251-583-1995 _____ Home & Business Phone, including Area Code oday22366@gmail.com _____ Email Address | <u>Complaint is Against:</u> Bluegreen Vacations Unlimited, Inc. _____ Name/Firm/Company 4960 Conference Way N, Ste 100 _____ Mailing Address Boca Raton, Palm Beach _____ City, County Florida, 33431 _____ State, Zip Code 800-456-2582 _____ Business Phone, including Area Code www.bluegreenvacations.com _____ Business Email or Web Address |
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Please indicate if you are over the age of 60 over 60
(Penalties can be enhanced for victimizing seniors, persons w/disabilities or military service members.)

/ MILITARY STATUS Active military Veteran

Product / Service involved: Timeshare interest Amount paid: \$ 10,600 Payment method credit/financed

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? Yes No

Have you retained an attorney? Yes No

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:

(ATTACH COPIES. DO NOT SEND ORIGINALS.)

Note:

1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes.
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s.775.083, or s.837.06 Florida Statutes.

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

In 2016, we were first solicited by Bluegreen agents via telephone, telling us we had won a free vacation. In order to collect our "winnings," we were told we must attend a brief one (1) hour presentation. Thinking the perks were worth a small investment of our time, we agreed to travel to Orlando from our home in Alabama to attend the presentation. The "presentation," that had been promised to be "brief" ultimately turned out to be nothing short of an aggressive, six (6) hour timeshare sales pitch involving multiple Bluegreen sales representatives.

Bluegreen agents, including Vincent Burrezo and other "managers", told us that the timeshare would be a "great investment" and that it was worth what we would be paying because we could rent out the timeshare in the future. We were even told that we could easily sell the timeshare in the future and make a profit. Bluegreen agents did tell us that we could pass our timeshare on to our children, but they never told us that the contract would be for the duration of our lives and that upon death, our children would inherit our timeshare and timeshare obligations. We were further promised that we could reserve a vacation anywhere, anytime, with no difficulty booking our preferred dates and locations, even during the "red season". This of course, was a false statement as we have never been able to utilize our timeshare.

Bluegreen agents told us that the timeshare being sold to us had to be purchased "now or never;" that the pricing was exclusive to us; that it was a "limited time offer;" and that we were getting a better deal than future potential customers. This was all in addition to the repeated assertions that if we ever changed our minds that we could easily rent or resell the timeshare at any time. We still were unsure about the purchase and told Bluegreen agents that we could not afford the timeshare, which prompted Bluegreen agents to produce newly discovered or special price reductions. After we continued to stress that we were not interested, Mr. Burrezo brought in additional sales agents, including his manager, who all stressed to us that we were being offered a great deal that was only available that day.

Under a false belief and understanding of what was being sold to us, and under the immense amount of pressure and stress from the aforementioned tactics, we relented and executed the timeshare documents. Equally troubling was the extremely rushed closing process during which we were shown a flurry of paperwork to sign without adequate time to review and assess all of the documents we were signing. While over six (6) hours were spent on the sales pitch, less than fifteen (15) minutes were spent on reviewing the closing documents with us. Bluegreen agents failed to inform us of our right to have an attorney review the closing documents prior to signing and Bluegreen agents never disclosed the cancellation period during the presentation, and we were not even told that we would be responsible for maintenance fees. To further sweeten the deal and keep our eyes away from the contract, Bluegreen agents threw in an additional free week-long cruise to close that day.

The total purchase price for the timeshare was \$18,600.00. Of this amount, we made a \$4,000.00 total deposit and the remaining balance of \$14,600.00 was financed directly by Bluegreen at a staggering interest rate of 15.99%. Over the term of the 10-year note, we will end up paying an **astounding \$28,351.60!** This number, of course, does not consider the maintenance and membership fees which continue to increase year after year, even though such fees were purposefully omitted from the presentation or Bluegreen promised were fixed.

Unfortunately, our grievances were not confined to the sales process. We have incurred a tremendous liability to Bluegreen and have received nothing of what they bargained for. Since the date of purchase, we have found it impossible to use our timeshare, being told at each attempt that there is no availability. No person should be subjected to six (6) hours of aggressive sales tactics when they were solicited to attend a brief presentation for a few free gifts. We feel as though we were tricked and trapped by a well-planned scheme by Bluegreen agents.