



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

Person Making Complaint: KELLY DUNCAN and ROLAND DUNCAN	Complaint is Against: BLUEGREEN VACATIONS UNLIMITED, INC.
Last Name, First Name, Middle Initial 1451 W CYPRESS CREEK RD, SUITE 211	Name / Firm / Company 4960 CONFERENCE WAY N, SUITE 100
Mailing Address FORT LAUDERDALE, BROWARD	Mailing Address BOCA RATON, PALM BEACH
City, County FL, 33309	City, County FL, 33431
State, Zip Code (800) 201-4276	State, Zip Code (800) 456-2582
Home & Business Phone, Including Area Code ASSOCIATES@TFDBlaw.com ; ADMIN@TFDBlaw.com	Business Phone, Including Area Code www.bluegreenvacations.com
Email Address	Business Email or Web Address

Are you over the age of 60? Yes No / **MILITARY STATUS** Active Military Veteran
(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Timeshare Interest **Amount Paid:** \$ \$2,500.00 **Payment Method:** Credit/Financed
Transaction date: 12 Mar 2017 **Did you sign a contract, estimate, 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:
The Attorney General of Texas and Bluegreen Vacations Unlimited, Inc.

(ATTACH COPIES. DO NOT SEND ORIGINALS)

Note:

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes
- 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)

We first met Bluegreen representatives while we were visiting a Bass Pro Shop in Texas in 2016. Bluegreen agents offered us discounted four-day, three-night vacation for only \$99 and all we had to do was attend a two-hour presentation. We eventually agreed, travelled to Florida, and purchased a starter package from Bluegreen after attending the presentation.

In 2017, we decided to use our starter package and traveled to a Bluegreen Resort in Surfside, Florida, from our home in Texas. As we were checking into the resort, Bluegreen agents informed us that we were required to attend a ninety-minute owner update presentation. In exchange for our attendance, we would be given RCI certificates, a free cruise, and food vouchers for two dinners and two shows. As we found it very difficult to utilize our points from our starter pack, we agreed to attend the presentation thinking we would learn how to better use our points.

Bluegreen agents soon shuttled us off to a new location for the owner update meeting and we left our children back in the room. The owner update meeting presentation quickly evolved into a high-pressure sales pitch. While we were hoping to learn more about the point system and booking reservations, we were sucked into another sales pitch under the disguise of an owner update meeting. What was promised to be ninety-minutes, ended up lasting almost six hours, during which we were not provided a single break. While we told Bluegreen agents that we were not interested in purchasing more points, they would not take "no" for an answer. Each time we tried to leave the presentation, a new Bluegreen agent was brought into the room with a better deal.

Bluegreen agents, including Shanalee Bolshert, told us that the timeshare was an investment that was worth what we would be paying and was a tax advantage. We were also promised the ability to easily rent or resell our timeshare in the future. Bluegreen agents further promised that we would be able to earn a rental income by renting our timeshare to friends and family or even make a profit when we decide to sell it in the future. We were also told that the timeshare would have no negative effect on our credit but that it could improve it.

Bluegreen agents really applied the pressure when they told us this was a limited time offer that had to be purchased right then. Bluegreen agents made this seem like a once in a lifetime deal as the offer had just become available that day and was specially discounted just for us. Bluegreen agents even told us we were receiving a special discount because my wife is a nurse. We were further told about the existence of a referral program in which we could earn incentives from Bluegreen by referring friends and family to attend the timeshare sales presentations. Bluegreen agents also promised us that we would be able to utilize resorts that were coming soon and that we would have a lower yearly maintenance fee. To further pressure us to agree to the purchase that day, Bluegreen agents threw in additional RCI vacation certificates and one year of maintenance fees would cover by Bluegreen. There was so much information to absorb that we tried to take a picture, but Bluegreen agents refused to allow us to take a picture or receive a copy of all the information and discounts we were presented. We were told that other timeshare owners would be upset if they saw the nursing discount we received.

Exhausted and needing to return to our children after six hours of separation, we agreed to sign the contract. While the presentation lasted close to six hours, the closing process was completed in under fifteen minutes. The closing agent spoke very quickly and simply pointed at places for us to sign. Bluegreen agents did not give us an opportunity to properly review the closing documents. We were never advised that we had a right to have an attorney review the contract prior to closing and Bluegreen

failed to point out the cancellation period in the contract during the presentation. After the few minutes of signing documents passed, the timeshare was officially ours.

On March 12, 2017, we agreed to the purchase price of \$19,100.00. The entire amount was financed directly by Bluegreen at the interest rate of 13.99%. This means that over the ten-year loan term, we will have spent over \$35,572.80. This amount does not include the maintenance fees that Bluegreen agents assured would be fixed. My first bill for maintenance fees in March of 2017 was about \$930.00, the one that I received recently was for 1,706.00. That is a significant increase and I imagine it will continue to increase.

We have now learned the true reason Bluegreen sales agents would not let us take pictures during the sales presentation. Despite being promised the ability to be able to enjoy our timeshare any time of the year, except holidays, we have still found it extremely difficult to make reservations as many dates are not available. While we were promised free vacations and a free cruise for our participation in the sales presentation, the free vacation RCI vouchers had a fee of \$250.00 each and the cruise was not free. This timeshare and upgrade have not lived up to the promises made by Bluegreen during the sales presentations. We are hoping there is a way for us to get out of this contract as in is incredibly burdensome on our family.