

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT IN  
AND FOR PALM BEACH COUNTY, FLORIDA**

MARC LUCAS and  
KIMBERLY WALLACE,

CASE NO.:

Plaintiffs,

vs.

BLUEGREEN VACATION UNLIMITED, INC.,  
d/b/a BLUEGREEN RESORTS and BLUEGREEN  
VACATION CLUB,

Defendant.

---

**COMPLAINT**

Plaintiffs, Marc Lucas and Kimberly Wallace, sue the Defendant, Bluegreen Vacation Unlimited, Inc., d/b/a Bluegreen Resorts and Bluegreen Vacation Club, and state:

**JURISDICTION AND PARTIES**

1. This is an action at law within the jurisdiction of this Court which exceeds \$30,000.00 in damages exclusive of interest, attorney's fees (if any) and costs.
2. Plaintiff, Marc Lucas, is an individual, *sui juris* and resident of Louisiana.
3. Plaintiff, Kimberly Wallace, is an individual, *sui juris* and a resident of Louisiana.
4. Defendant, Bluegreen Vacation Unlimited, Inc., d/b/a Bluegreen Resorts and Bluegreen Vacation Club ("Bluegreen") is a Florida Corporation and has its headquarters and principal place of business located at 4960 Conference Way North, Suite 100, Boca Raton, Florida.
5. Plaintiff purchased a Florida timeshare (for Lake Eve Resort Condominium, 12388 International Drive, South Orlando, Florida 32821) from a Florida headquartered Defendant.

## GENERAL ALLEGATIONS

6. To the best of Plaintiffs information and belief on April 15, 2017, Defendant hosted a timeshare presentation for the purpose of selling timeshares at Bluegreen's resort facility in Sevierville, Tennessee. Plaintiffs attended said presentation.
7. The entire presentation lasted approximately 7 hours.
8. During the presentation, Defendant made numerous false statements to entice Plaintiffs to purchase a timeshare, including but not limited to:
  - a. Advising on multiple occasions that purchasing a timeshare is a good investment;
  - b. Advising on multiple occasions that Plaintiffs would save money on booking rooms;
  - c. Advising on multiple occasions that Plaintiffs could earn income by renting out their timeshare;
  - d. Advising on multiple occasions that a timeshare is easy to sell;
  - e. Advising that the timeshare was a "valuable Asset" that could be left to Plaintiffs' children in their respective Wills;
  - f. Advising on multiple occasions that a timeshare will increase in value.
9. During the presentation, Defendant was required to provide Plaintiffs with a Public Offering Statement ("POS"), pursuant to Florida Statutes Chapter 721. Defendant did not provide said POS.
10. During the presentation, Defendant did not allow Plaintiffs to review any timeshare purchase transaction documents, including but not limited to the POS, nor did Defendant explain relevant terms of the contract including the successor liability clause.
11. Due to the high pressure sales tactics by the time Plaintiffs signed the timeshare contract they were physically worn down and mentally stressed out.

12. The actual time spent on reviewing and signing the closing documents to purchase the timeshare was approximately 10 minutes.
13. During the approximately 10 minutes spent signing the closing documents the representative for the Defendant: (a) controlled the documents; (b) hid any portion of the contract it did not want Plaintiffs to see; and (c) would not allow Plaintiffs to review the contract documents prior to signing them.
14. During the signing portion of the presentation, Defendant simply shoved documents in front of the Plaintiffs and told them to sign or initial and then took the document back prior to Plaintiffs being able to see what they were signing.
15. Defendant intentionally and willfully concealed the successor liability provision from Plaintiffs and intentionally and willfully failed to advise that by signing the contract Plaintiffs were binding their children to the contract after their deaths in violation of Fla. Stat. Sec. 721.07(5)(ii).
16. Defendant intentionally, deliberately, and willfully concealed from Plaintiffs the true costs (high-interest, fees rising yearly and other costs) during the timeshare presentation and closing.
17. Defendant intentionally, deliberately and willfully concealed from Plaintiffs the limitations and/or restrictions on booking rooms during the timeshare presentation and closing.
18. Plaintiffs only discovered the failure to provide a POS required by Florida and Tennessee law on July 10, 2018.
19. Plaintiffs only discovered the failure to advise of successor liability on July 10, 2018.
20. Plaintiffs learned the aforementioned statements (see paragraph #8) were false on July 10, 2018.

## COUNT 1

### FRAUDULENT MISREPRESENTATION

21. Plaintiffs reallege and incorporate by reference Paragraphs #1-20, above, as if fully set forth below.
22. As a corporation trying to sell Plaintiffs a timeshare interest, Defendant had a duty to provide accurate and truthful information to Plaintiffs.
23. At the timeshare presentation, Defendant intentionally, deliberately and willfully advised Plaintiffs of the following false statements: (1) Purchasing a timeshare is a good investment; and/or (2) Plaintiffs can earn income on renting the timeshare; and/or (3) It is easy to sell a timeshare; and/or (4) Purchasing a timeshare will increase in value; and/or (5) Plaintiffs were purchasing a “valuable Asset” that they could leave in their respective Wills to their children; and/or (6) Plaintiffs’ could save money on booking rooms.
24. At the time that Defendant made the aforementioned statements, it knew the statements were false, as evidenced by Fla. Stat. Sec. 721.55(j), which states that the timeshare representative shall inform a prospective timeshare purchaser that the purchase of a timeshare, “. . . should be based on its value as a vacation experience or for spending leisure time, and **not considered for purposes of acquiring an appreciating investment or with an expectation that the interest may be resold.**” (emphasis added).
25. Defendant further knew these statements were false as evidenced by numerous current timeshare holders (by Affidavits) complaining about the timeshare not saving money, not being able to sell the timeshare and the timeshare being a terrible investment (a liability, not an “asset”).

26. Defendant intentionally and knowingly made these statements to deceive Plaintiffs into purchasing a timeshare.
27. Had Plaintiffs known that the timeshare purchase was a bad investment, they would not have purchased the timeshare.
28. Had Plaintiffs known that the timeshare purchase could not be easily resold, they would not have purchased the timeshare.
29. Had Plaintiffs known that the timeshare purchase would cost them more money instead of saving them money, they would not have purchased the timeshare.
30. Had the Plaintiffs known this was not an "Asset" that could be given to their children in their respective Wills, they would not have purchased the timeshare.
31. Had the Plaintiffs known the subject timeshare could not be resold, they would not have purchased the timeshare.
32. Had the Plaintiffs known they could not rent out the subject timeshare, they would not have purchased the timeshare.
33. The false statements made by Defendant resulted in significant losses and/or damages to Plaintiffs that continue to accrue including but not limited to:
  - (a) Money spent to purchase the timeshare which is \$30,450.00
  - (b) Maintenance fees required to be paid yearly (\$863.72 in 2018- amount increases annually)
  - (c) A report of bad credit to the credit bureaus for failing to pay
  - (d) The difference between what Plaintiffs actually pay for a hotel room per night using their timeshare and what it would have cost them to reserve the same exact room at the same exact hotel online (hundreds of percent more).

34. Plaintiffs suffered and will continue to suffer injury and damages as a direct and proximate result of Defendant's fraudulent misrepresentation, with such damages including but not limited to, the damages listed in paragraph #33 and all subparts.

Wherefore, Plaintiffs, Marc Lucas and Kimberly Wallace demand judgment for damages in excess of Thirty Thousand Dollars (\$30,000) against Defendant, Bluegreen, costs of this action, declaring the subject contract void or voiding the subject contract, prejudgment interest on liquidated damages as allowed by law, trial by jury and for such other relief as the Court may deem just and proper.

## **COUNT 2**

### **FRAUDULENT CONCEALMENT OF THE POS**

35. Plaintiffs reallege and incorporate by reference Paragraphs #1-20, above, as if fully set forth below.
36. As a corporation trying to sell Plaintiffs a timeshare interest, it had a duty to disclose accurate and truthful information to Plaintiffs.
37. At the timeshare presentation, Defendant deliberately and intentionally concealed the POS from Plaintiffs, which they are required to provide pursuant to Section 721.07, Florida Statute, and/or Section 721.55, Florida Statute.
38. The concealment of the POS was material because Plaintiffs needed the information to make an informed decision on whether to purchase a timeshare from Defendant.
39. Defendant deliberately, willfully and intentionally withheld the POS as evidenced by Plaintiffs own statements and numerous current timeshare holders (by Affidavits) advising they had never received a POS.

40. Had Plaintiffs received the POS they would have known the risks and dangers associated with a timeshare and would not have purchased the timeshare.

41. Defendant's fraudulent concealment of the POS resulted in significant losses and/or damages to Plaintiffs that continue to accrue including but not limited to:

- (a) Money spent to purchase the timeshare which is \$30,450.00
- (b) Maintenance fees required to be paid yearly (\$863.72 in 2018, amount increases annually)
- (c) A report of bad credit to the credit bureaus for failing to pay
- (d) The difference between what Plaintiffs actually pay for a hotel room per night using their timeshare and what it would have cost them to reserve the same exact room at the same exact hotel online (hundreds of percent more).

42. Plaintiffs suffered and will continue to suffer injury and damages as a direct and proximate result of Defendant's fraudulent concealment of the POS, with such damages including but not limited to, the damages listed in paragraph #41 and all subparts.

Wherefore, Plaintiffs, Marc Lucas and Kimberly Wallace, demand judgement for damages in excess of Thirty Thousand Dollars (\$30,000) against Defendant, Bluegreen, costs of this action, prejudgment interest on liquidated damages as allowed by law, trial by jury and for such other relief as the Court may deem just and proper.

### COUNT 3

#### **FRAUDULENT CONCEALMENT OF SUCCESSOR LIABILITY**

43. Plaintiffs reallege and incorporate by reference Paragraphs #1-20, above, as if fully set forth below.

44. As a corporation trying to sell Plaintiffs a timeshare interest, it had a duty to disclose accurate and truthful information to Plaintiffs.

45. At the timeshare presentation, Defendant deliberately and intentionally failed to advise Plaintiffs that the successor liability clause bound Plaintiffs' children to the timeshare contract after Plaintiffs' deaths (children and children's heirs responsible for all annual maintenance fees and assessments).
46. The withholding of successor liability information was material because Plaintiffs needed the information to make an informed decision on whether to purchase a timeshare from Defendant.
47. Defendant deliberately and intentionally failed to disclose successor liability to Plaintiffs as evidenced by Plaintiffs' own statements and numerous current timeshare holders (by Affidavits) stating they were never advised of successor liability.
48. Defendant deliberately and intentionally concealed the successor liability clause of the contract as evidenced by Plaintiffs' own statements and numerous current timeshare holders (by Affidavits) stating they were never advised of successor liability.
49. Had Plaintiffs been informed that by signing the purchase contract for the timeshare, their children would be bound to the contract, they would not have purchased the timeshare.
50. Defendant's fraudulent concealment of successor liability resulted in significant losses and/or damages to Plaintiffs that continue to accrue including but not limited to:
- (a) Money spent to purchase the timeshare which is \$30,450.00
  - (b) Maintenance fees required to be paid yearly (\$863.72 in 2018, amount increases annually)
  - (c) A report of bad credit to the credit bureaus for failing to pay
  - (d) The difference between what Plaintiffs actually pay for a hotel room per night using their timeshare and what it would have cost them to reserve the same exact room at the same exact hotel online (hundreds of percent more).



51. Plaintiffs suffered and will continue to suffer injury and damages as a direct and proximate result of Defendant's fraudulent concealment of successor liability, with such damages including but not limited to, the damages listed in paragraph #50 and all subparts.

Wherefore, Plaintiffs, Marc Lucas and Kimberly Wallace, demand judgement for damages in excess of Thirty Thousand Dollars (\$30,000) against Defendant, Bluegreen, costs of this action, declaring the subject contract void or voiding the subject contract, prejudgment interest on liquidated damages as allowed by law, trial by jury and for such other relief as the Court may deem just and proper.

Dated: July 8, 2022

/s/ Lori M. Costa  
Lori M. Costa, Esquire  
Florida Bar 0014198  
The Timeshare Law Firm, L.L.C.  
3270 HWY A1A  
Melbourne Beach, FL 32951  
(321) 224-1111  
[info@theabramsfirm.com](mailto:info@theabramsfirm.com)  
[john@theabramsfirm.com](mailto:john@theabramsfirm.com)  
Attorney for Plaintiffs