Office of the Attorney General

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

LOBBY WAIVER IN

Consumer Contact Form

The contact information MUST be provided as we correspond via U.S. mail. *Incomplete forms cannot be processed*. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:

Miss/Ms.
Mrs./Mr. FARMER Richard A
Last Name, First Name, Middle Initial

2434 West Bon Acre Road
Mailing Address

Cataula — Harris County
City, County

GA 31804
State, Zip Code

706 536-2498
Home & Business Phone, including Area Code

richardfarmerde@yahoo.com
Email Address

Complaint is Against:

Edward Frazier — Orlando Diamond Resort
Name/Firm/Company

10600 West Charleston Blvd
Mailing Address

Las Vegas
City, County

Nevada 89135-1014
State, Zip Code

321 536-9494
Business Phone, including Area Code

Edward.frazier@diamondresorts.com
Business Email or Web Address

Product or Service involved: Timeshare Amount Paid: $

Date of Transaction: 9-13-2015 I was contacted ___ Telephone ___ Mail ✓ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: N/A

(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 indicate if you are over the age of 60. Penalities can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

I saw Edward Frazier in Orlando
He did not explain that I was signing a contract +
charged at rate 12.9 % for 18 months.
I paid 350.00
Charged on my credit card 162.58
On this month I called to payoff 2258.15

I don't need this timeshare cause not worth
the price. You called + make reservation
which you have to have dates.
It much easier to called a Hotel at the
time of need.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____ Date: _____

CS/Timeshare BD

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Tallahassee, Florida 32399-1050

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Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. REIGLE, JOSEPH L. (Last Name, First Name, Middle Initial)	DIAMOND RESORTS INTERNATIONAL (Name/Firm/Company)
21 QUARRY DR. (Mailing Address)	10600 W. CHARLESTON BOULEVARD (Mailing Address)
WATSONTOWN, NORTHUMBERLAND (City, County)	LAS VEGAS (City, County)
PA, 17777 (State, Zip Code)	NV 89135 (State, Zip Code)
(H) 570-850-1571 / (B) 570-547-1990 EXT. 4353 (Home & Business Phone, including Area Code)	1-877-374-2582 (Business Phone, including Area Code)
beagle7001@YAHOO.COM (Email Address)	WWW.DIAMONDRESORTS.COM (Business Email or Web Address)

Product or Service involved: TIMESHARE Amount Paid: $ 22,121.65

Date of Transaction: 4-2-2015 + 7-19-2015 I was contacted by: ____ Telephone ____ Mail X Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: ____

(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.
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Please indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

MY WIFE BRENDA REIGLE AND I BOUGHT A TIMESHARE THROUGH DIAMOND RESORTS INTERNATIONAL WHILE WE WERE VACATIONING AT MYSTIC DUNES RESORT IN FLORIDA. THIS TIMESHARE WAS SOLD TO US USING SALES TECHNIQUES INVOLVING PRESSURE, LIES, DECEPTION AND FALSE PROMISES. ATTACHED IS A DETAILED LETTER EXPLAINING WHAT MY WIFE AND I WENT THROUGH. WE DID NOT TRY AND CANCEL WITHIN THE 10 DAY "COOLING OFF" PERIOD BECAUSE WE DID NOT KNOW WE WERE BEING LIED TO UNTIL ABOUT A MONTH LATER. I IMMEDIATELY CALLED OUR SALESMAN AND TRIED TO CANCEL. I HAVE BEEN TRYING FOR ABOUT 8 MONTHS TO GET THE CONTRACT CANCELLED. THEY HAVE AGREED TO CANCEL BUT ONLY IF I PAY THE BALANCE IN FULL BY THE END OF MARCH 2016.

AFTER READING THE ATTORNEY GENERAL'S WEBSITE I NOTICE AN INJUNCTION WAS FILED AGAINST SEVERAL TRAVEL COMPANIES. CASE # 2015-CA-011413-O. I WOULD LIKE TO KNOW IF THE TIMESHARE COMPANY I AM DEALING WITH IS INCLUDED IN THIS INJUNCTION? IF SO, HOW DO I BECOME PART OF ANY LEGAL ACTION AGAINST THEM?

THANK YOU FOR YOUR TIME.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Joseph L. Reigle II Brenda M Reigle Date: 2-5-16

Joseph and Brenda Reigle

21 Quarry Drive

Watsontown, Pa 17777

Phone 570-850-1571, 570-538-9145, 570-847-4136

E-mail beagle7001@yahoo.com, brenda17rn@yahoo.com

Diamond Resorts CEO or whom it may concern,

On April 2, 2015 while staying at Mystic Dunes Resort in Florida my wife and I attended a Diamond Resorts presentation. We met with Ron Duncan. Phone number 1-386-366-1009. Ron talked to us for about a half an hour. I stopped Ron at this point and explained to him that we did not want another timeshare. I explained that we already own a timeshare through Tahiti Village in Las Vegas. He continued with his presentation asking us to listen to the rest of the presentation. We left him continue on for a little while longer. I again explained to Ron that we did not want another timeshare. I told him the only way we could even consider this timeshare was if we could trade our Tahiti Village timeshare for the Diamond Resort timeshare. Again, Ron asked that we listen to the benefits and how great they are compared to the timeshare we own now. For about the next three hours we were presented with loads of information about the Diamond Resorts. After this, I again stressed that we could not even entertain the idea of the Diamond timeshare unless we could trade the Tahiti Village for the Diamond timeshare.

Ron seemed to get agitated and said he had to talk to his manager. Jorge L. Otero Phone Number 1-407-226-9679. When Ron came back he said the only way we could trade in the Tahiti Village timeshare was if the timeshare paid off. We told him we still owed one more payment. I then told him we did not want the Diamond timeshare because we could not trade the Tahiti Village timeshare. He left again to leave my wife and I talk. We agreed with each other that we could not afford to have both timeshares and if we could not trade the Tahiti Village then we were not interested in the Diamond timeshare.

Ron came back to our table again and stated that he talked to his manager and he could give us $6500 for our Tahiti Village timeshare toward a 2500 points Diamond timeshare which cost $15,000. We asked, why the change? He said earlier that we could not trade the timeshare if we still owed money on it. He said don't mention to anyone that you still owe money on it and pay it off as soon as you get home send in your deed when you get it and it will work out in the end.

Next we brought up the maintenance fee. We were concerned about the $800 per year that we would have to pay for the 2500 point system that he was trying to sell us. Our Tahiti Village timeshare only cost us $280 per year. He assured us that we could offset the $800 maintenance fee by using the programs within the timeshare. I told him my wife and I are not the kind of people who take advantage

of programs like he was explaining. I stressed we could not afford the $800 per year plus the monthly payments they were asking for. I told Ron again that I did not want the timeshare, we did not take a lot of vacations, we had only one payment left on the Tahiti Village timeshare, and a $280 maintenance fee. Why would we trade with a maintenance fee that high? He seemed to be getting agitated again and then came up with another "SOLUTION" for us so we would buy. He said the maintenance fee would be lowered to $300 if we provide 10 names and addresses every year.

AT this point I thought the deal looked pretty good. $6500 for our timeshare taken off the $15000 dollar amount owed for the 2500 points, and only a $300 maintenance fee if we provide 10 names and addresses per year ($500 off) and a $50 promise to go to and owners update within 1 year. We agreed and were rushed to sign a bunch of papers and we gave our 10 names and addresses to cut our maintenance fees down to the $300.

A month after returning from Florida, our too good to be true deal started a financial problem for us. We received a bill in the mail for an $800 maintenance fee. As stated earlier we were told our maintenance fee was only going to be $300 if we gave the 10 names and addresses. I called the financial office for Diamond and explained to the woman on the phone what was explained to us when we bought the timeshare in relation to the maintenance fee. She asked me if I had it in writing. I said no. I told her the way it was explained to me I thought it was a common practice. She told me unless I had it in writing she could not honor subtracting the $500. These individual presentations should be videoed. I guarantee I will not talk to another timeshare without videoing the conversation.

I tried several times to contact Ron via his phone. After leaving several messages Ron finally called me back. I asked Ron why we received a bill for $800 instead of $300? He asked what I was talking about and I told him he explained to us that if we gave him 10 names he would drop our maintenance fee to $300. He said "No that is only if someone on that list buys". I told him "no that is not how you explained this to my wife and I". He said "well there was a lot of information given that day and we must have misunderstood him". I repeated to him the same thing I told him the day we bought this timeshare. Why would I trade a timeshare that I only pay $280 a year in maintenance fees for one with an $800 maintenance fee. I told him I wanted out of the contract due to being lied to. He told me that we should go to the owners update and talk with them about how we can lower the maintenance fee. I told him I am going to go but I want out of this timeshare due to being misinformed.

On July 19, 2015 at 1:00pm we went to an owners update meeting at Greensprings Resort in Virginia. We met with Eursla Jones-Giles Phone Number 1-757-220-9300 at the beginning of the update and we were asked how we liked being Diamond owners. We stated that we were not happy at all and explained a little about how we were lied to about the maintenance fees. She told us to go to the presentation and she would talk to us afterward.

After the presentation we met with Eursla again. She again asked why we were unhappy with and I told her the cheaper maintenance fees we were told we were going to receive we didn't receive. She didn't say much about the fee and kind of blew them off and told us she would explain how we can reduce our fees every year. Ok we will listen to what she has to say. Next, we took our deed along with us and told

Eursla that Ron was to set up the plan so we could trade the Tahiti Village in for the 2500 point Diamond plan for $6500. Eursla took our deed and said she was going to check on it for us. She came back and said they were not giving us anything for the timeshare and they were just taking over the deed. "NO", that is not what we were promised. She said well you will not get anything for the Tahiti Village timeshare if you sign it over to us. I told her I am not giving something away for free that I paid $10,000 for. She agreed and said she wouldn't either. My wife and I told her we wanted out of the contract because this was a breach of a contract and that we were tired of being lied to. She said she couldn't do that but she could make our situation better and started explaining all these different programs that would lower maintenance fees and programs will that save us money through the year. The only catch was we had to buy more points. We had to agree or we would probably have to go bankrupt paying for both timeshares. We still will unless all these programs work or this contract gets terminated.

At this point we were stuck with two timeshares, and two maintenance fees. We really didn't have any choice but to upgrade our points. We were told if we buy the upgrade we would be able to sign over week every year for $1200 and have more programs which would save us money for the year. If this contract doesn't get terminated, I guess we will see how many lies we were told to get us to buy these extra points.

On 8-31-2015 @ 2:50pm we were contacted by Emily #757-348-7173. She asked how we were with our purchase of our timeshare. I told her the more I think about it the angrier I get that we were lied too. She asked what we were unhappy about. I explained to her my previous issues. She stated that I could have traded my timeshare and received a max amount of $5000 for it. Here we go again. If what she is saying is true then I was lied to by Ersula and scammed into buying more points. The 6500 points we bought were the points Ron was trying to get us to buy in Florida. I told her I am very tired of being lied to and I want out and asked her for information of someone I could talk to who has authority to cancel this contract. She stated that she would have Eursla call me back.

On 10-30-2015 I still have not heard back from Eursla. I tried calling her multiple times this day and was on hold for about 20 minutes both times without any answer. I tried calling again on 11-9-2015 and 11-10-2015. After not making contact with her I sent an e-mail to the address that was on her business card.

11-10-2015 I received a call from a Diamond employee and I was told that we had points that we were going to lose if we did not use them by December. I told this individual that I did not want to use anything related to Diamond, that I was trying to have the contract cancelled and gave her a brief description of what I was going through and I asked her if she could give me a number that I could call and submit my complaint and she gave me the number 1-877-374-2582.

On 11-11-2015, again I was unable to talk with Eursla. This time I talked with her supervisor Catherine. I explained my complaints to her. She stated that she could not find my contract and asked if I had already filed for cancellation. I said no, but I have been receiving bills. She said she would have to call me back.

On 11-16-2015, I still had not received a call back from Eursla or Catherine. I called and talked with Catherine and she told me that I needed to express my complaints to "Quality Assurance", and told me to call the main number for Diamond 1-877-374-2582. When I called the main number not one of the options where for quality assurance. I chose option one just so I could talk to someone and receive further direction. When I called this number they told me they could not help me and transferred me to 1-877-787-0906. When I called this second number I was told that they also could not help me and transferred me to the 2582 number. This time I was given number 1-877-978-3313. When I called this number the lady I talked to told me to call the 2582 number again. I told her I already talked to those individuals twice and I was tired of playing this game. She told me that I needed to call the 2582 number and dial extension two and ask for a manager immediately after talking to someone. I asked if there was a direct line, email, fax or someone I could contact to express my complaints and She told me I had to contact someone at the 2582 number. I asked about the 10600 address and she told me I could write that address but she doesn't know who I should address the letter to. She also told me to write an e-mail through the web site and someone would get back to me.

On 01-26-2015 I was contacted by Jessica Levine "specialist" at Diamond Resorts. I received the following e-mail:

> Good morning Mr. Reigle:
>
> We thank you for your patience.
>
> We do regret if there were any misunderstandings during your purchase. We have spoken to sales and they have advised that on July 19th, 2015 when Sales sold to you, at that time Tahiti Village was not eligible for an upgrade. This is the reason why you were advised it was unable to be traded. Please understand that the contract does not mention this transaction as well, and does confirm this.
>
> In addition, all information regarding your estimated maintenance fees are listed in the Purchase Agreement, Purchase Proposal and the Purchaser's Understanding and Acknowledgment of Timeshare Purchase. We are not certain who Emily is. The phone number that you provided goes to an automated system and says that you must be a Sprint PCS Customer. We are not sure who this number belongs to.
>
> We apologize if you had to be moved when you arrived for your stay. This is not a normal happening and we do try to prevent it at all costs. We are happy that they did provide compensation for this inconvenience.
>
> Based on the information that you have provided, we are unable to cancel your contract and provide a refund.
>
> Please let me know if I can be of further assistance.
>
> Respectfully,
>
> **Jessica Levine** | Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. 77907 | Fax: 702-240-2576

I was told in Florida, and I have a copy of the contract that we were able to trade our timeshare for $6,500 as stated earlier in this letter. As you can see in this e-mail it states that the trade was not eligible for the upgrade. At this point there was no talk of an upgrade. We were just verifying that it was being traded for what we were promised. Ms. Eursla told us that we were not being offered anything for our timeshare and we could sign it over to them, but they were not giving us anything for it. No mention of the trade relating to an upgrade. At no time was there any talk about an upgrade until she said she could help us out if we buy more points as stated earlier. This contract was cancelled conveniently the day after we signed a contract with the diamond in Virginia. Which I have documentation on.

Also, we were told both in Florida and Virginia that we could trade in our stay at Fort Wilderness and stays at state parks for points and be reimbursed the money. We submitted these in July and still have not received anything. Another reason we want this contract terminated. If we are one day late on a payment you are calling us, but you can take all the time you want returning money to us.

In conclusion we want this contract terminated and be released of any financial obligation including all money currently owed to Diamond and other financial institutions related to Diamond and this timeshare including our down payment and monthly payments made. Termination of this contract should be based on the fact that there was a breach in the contract. We would not be in this position if Ron Duncan wouldn't have lied to us about trading our Tahiti timeshare toward the Diamond Timeshare. Records from Tahiti Village show we used our Tahiti Village timeshare one time in seven years. Why would we want two timeshares? All the other lies we were told should also be included in the bases for terminating this contract. This is a perfect example of a scam. The verbal promises that were made to us are still a contract and should have been honored. We want completely out of the Diamond contract because of the very negative experience that we have had with Diamond. Even if Diamond agrees now to trade the timeshare we will not accept the deal. I do not want to be associated in any way with a company that conducts business in a manipulative way. We would like to resolve this without taking any legal action, but if we need to we are fully prepared to do so as we have been receiving guidance.

Thank you for your time,

Joseph L. Reigle

Brenda M. Reigle

DIAMOND RESORTS

Current Points	2,500
Total Points	6,500
CCOM Points	6,500
Bonus Points	4,000

Added Points	4,000
PPP	$3.53

Maintenance Fees (based on added points) $1,399

1	Purchase Price	$32,440	1
2	Additional Equity	$18,320	2
3	**Adjusted Purchase Price**	**$14,120**	3
4	Down Payment	$2,824	4
5	Closing Costs	$494	5
6	Special Fees (wrap)	$75	6
7	Credits Received Today	$0.00	7
8	Funds Received Today	$2,899.00	8
9	Pick up Amount	$0.00	9
10	New Purchase Amount	$11,296.00	10
11	Existing Loan Amount	$10,331.65	11
12	Total Finance Amount	$22,121.65	12

Presentation Date: **Sunday, July 19, 2015**

Name:	Reigle
Lead #	187523801

Existing Loan Amount
$10,331.65

Interest Rate	~~15.99%~~
Term	120
Monthly P & L Payment	$362.20
Monthly Collection Fee	$6.00
Total Monthly Payment	$368.20

MISSING SIGNATURE

30 DAY RE-WRITE

Accept: □ **Yes** □ **No**

x

x

NOTE: THE ABOVE OFFER IS VALID DURING TODAY'S PRESENTATION ONLY AND WILL BE VOID AT THE END OF THIS PRESENTATION.

Diamond Resorts

17185181-Truth in Lending Disclosure Multisite Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Joseph L. Reigle V.
Name

23687867
Promissory Note Number

Brenda Marie Reigle
Name

Name

Name

Name

21 Quarry Drive
Address

570-538-9145
Home Telephone

Watsontown, Pennsylvania 17777
City/State/Zip

570-547-1990
Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	**The dollar amount the credit will cost you:**	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: **$2,824.00**
15.8281 %	**$22,062.35**	**$22,121.65**	**$44,184.00**	**$36,676.35**

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee	=	Total Payment	
120	$362.20	+ $6.00	=	$368.20	September 2nd, 2015 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: ☐ **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, your interest rate will increase by **Zero** percent (**0.00%**) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from **$368.20** to **$368.20.**

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	**The dollar amount the credit will cost you:**	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: **$2,824.00**
15.8281 %	**$22,062.35**	**$22,121.65**	**$44,184.00**	**$36,676.35**

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"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

Signature: **Joseph L. Reigle V.**

Signature: **Brenda Marie Reigle**

Signature:

Signature:

July 19th, 2015

Date

Rev 08/10 - (10072010)

Attorney General Pam Bondi News Release

January 15, 2016
Contact: Whitney Ray
Phone: (850) 245-0150

Attorney General Bondi's Office Shuts Down Another Travel Scam

TALLAHASSEE, Fla.—Attorney General Pam Bondi's Office has shut down another travel scam, obtaining temporary injunctions against several related travel companies and owners. This is the latest action taken to stop a total of six Florida travel companies accused of deceiving consumers. Last month, Attorney General Bondi's Office filed actions against three companies seeking similar relief.

According to the most recent complaint filed by Attorney General Bondi's Office, Reservation Services International knowingly allowed its two distributors, Map Destinations, LLC and Florida Beaches Destinations Club, LLC, which operated as Suite Journeys and Diamond Vacations International, to employ unscrupulous sales tactics to induce consumers into purchasing its vacation club memberships.

The complaint alleges that the travel companies lured potential customers into attending lengthy sales presentations with promises of free gifts or cruises that were laden with restrictive terms or not actually free. The companies also allegedly exaggerated the true savings, nature and value of the club memberships. Some consumers paid several thousands of dollars for these travel club memberships that the companies claimed offered deeply discounted wholesale pricing on hotels, condominiums, cruises, rental cars and vacation packages. Once purchased, consumers reported that they could obtain the same or better pricing on other free publicly available travel booking websites.

Based upon the attorney general's filed complaint, the court ordered the following relief:

- **A temporary injunction against Reservation Services International;**
- **The appointment of a monitor to oversee the operations of Reservation Services International;**
- **A temporary injunction, asset freeze and appointment of a receiver against Map Destinations, LLC, St. Augustine, and Florida Beaches Destination Club, LLC, Daytona Beach; and**
- **A temporary injunction against related companies and certain individual owners.**

Consumers who believe they are victims of these companies can submit a complaint to the Florida Attorney General's Office by clicking here.

To view the filed complaint, click here.

To view the court's order granting temporary injunction with asset freeze without notice, the appointments of a receiver and a monitor and other equitable relief, click here.

For more information on last month's actions, click here.

DIAMOND RESORTS
INTERNATIONAL

April 20, 2015

JOSEPH L REIGLE V
BRENDA M REIGLE
21 QUARRY DRIVE
WATSONTOWN PA 17777

CONTRACT FOR TRADE THAT WE WERE TOLD WASN'T BEING OFFERED IN WV. AS YOU CAN SEE VERIFIED IN THE ATTACHED E-MAIL

RE: Trade-in Transaction - Contract No. **17140345T**
TAHITI VILLAGE

Dear Mr. and Mrs. Reigle

Thank you for the opportunity to process your trade-in transaction. Our records indicate that we have not received the required documentation to move forward with the processing of your file. Please see below:

- **If your ownership is deeded property**, we require a copy of the most recent **Recorded Deed** - The appropriate deed may be titled: Warranty Deed, Special Warranty Deed or Grant, Bargain Sale Deed, Quit Claim Deed, etc.

  -OR-

- **If your ownership is points-based**, we require an **Original Ownership Certificate** or **Purchase Agreement.**

Additional documents may be required based on your ownership type, or how the ownership was taken into title. If any of the following requirements apply to you, please forward these documents along with your deed or ownership certificate:

Family Trust Documents:
If the deed is titled to your Family Trust, please send us the following 3 pages: the first page, powers page (which states the trustees are able to sell the property) and the signature page of your trust documents.

Death Certificate:
If a person listed on the deed or ownership certificate is deceased, please provide an Original or a certified copy of the death certificate.

We look forward to receiving the requested documents so we may begin processing your trade-in request. On the following page you will find information on where to send the above documents and how to contact us.

10600 W. Charleston Blvd., Las Vegas, Nevada 89135 • *tel* 877.497.7521 • *fax* 702.765.8710 • tradein@diamondresorts.com

DIAMOND RESORTS
INTERNATIONAL®

9-187523801

May 4, 2015

4750 points
this year

JOSEPH L REIGLE V
BRENDA M REIGLE
21 QUARRY DRIVE
WATSONTOWN PA 17777

~~TIME SENSITIVE~~
RE: Trade-in Transaction - Contract No. **17140345T**
TAHITI VILLAGE

Dear Mr. and Mrs. Reigle:

Recently we requested the document(s) marked below in regards to Trade-in Transaction. As of today, the items have not been received. The documents must be received within 10 days from the date of this letter. Please see below:

__X__ **Recorded** Deed (a copy is acceptable) **- OR -**
_____ Copy of Driver's License
_____ ***Original*** Power of Attorney

__X__ ***Original*** Ownership Certificate
_____ Copy of Marriage License
_____ ***Original*** or Certified Copy of Death Certificate (If applicable)

_____ Copy of Family Trust Documents (if applicable) pages of the agreement stating the trust name, page(s) giving "Power to Sell" this property as well as the signature page(s) including notary seal

NOTE: Except where the document above is marked "**original**", you may email the documents to tradein@diamondresorts.com or fax copies to 702-765-8710.

Please send the *required* documentation to:

Diamond Resorts International®
C/O **Trade-In Department**
10600 W. Charleston Boulevard
Las Vegas, NV 89135

Your cooperation in forwarding the above marked items is essential. Please understand we are unable to process your trade-in file without these documents. If we have not received the required documents within the indicated time above, it will cause further delay and/or cancellation of the trade-in transaction. In such an event, Diamond Resorts International Inc. will not assume any further responsibility, financial or otherwise, for this property. All rights and responsibilities associated with this property will remain solely with you, including all financial responsibilities.

At Diamond Resorts International® we value our relationship with our members. We are here to assist you in any way we can through this process. Should you have questions or concerns in regards to your request, please feel free to contact us Monday thru Friday **8:00 a.m. - 5:00 p.m. PST** at 877.497.7521 or email tradein@diamondresorts.com. **For all other questions or concerns regarding your contract, please call 877.DRI.CLUB (877.374.2582).**

beagle7001
1drop2elite

Sincerely,

Analyn Biscocho

Analyn Biscocho
Title Operations Processor
Diamond Resorts International®

DIAMOND RESORTS
INTERNATIONAL®

July 20, 2015

JOSEPH L REIGLE V
BRENDA M REIGLE
21 QUARRY DRIVE
WATSONTOWN PA 17777

RE: Exclusive Right to Sell Agreement for Trade-In Request: TAHITI VILLAGE

Contract Number: 17140345T

Dear Mr. and Mrs. Reigle:

Our records indicate we have not received the required documents to process the trade-in transaction for the above-referenced property. Unfortunately, we are unable to process the trade-in file. At this time, we have no other choice than to cancel the trade-in transaction associated with Contract Number 17140345T and consider the Exclusive Right to Sell Agreement as null and void.

Please be advised that contract no. 17140345T; with Diamond Resorts International® remains in full force; you are obligated to the terms and conditions as outlined under the Purchase Security Agreement and you maintain full ownership of this property including current and future maintenance fees and any other financial responsibilities associated with this property.

At Diamond Resorts International® we value our relationship with our members. Should you have questions or concerns, please feel free to contact us Monday thru Friday **8:00 a.m. - 5:00 p.m. PST** at 877.497.7521 or email tradein@diamondresorts.com. **For all other questions or concerns regarding your contract, please call 877.DRI.CLUB (877.374.2582).**

Sincerely,

Analyn Biscocho

Analyn Biscocho
Inventory Specialist
Diamond Resorts International®

10600 W. Charleston Blvd., Las Vegas, Nevada 89135 • *tel* 877.497.7521 • *fax* 702.765.8710 • tradein@diamondresorts.com

Owner Information:

Name #1:	Brenda Marie Eccleston
and	
Name #2:	Joseph L. Reigle
Owner Address:	21 Quarry Drive
Owner City:	Watsontown
Owner State:	PA
Owner Zip:	17777
Owner Country:	USA
Owner Phone #:	570-538-9145
Owner Cell #:	570-847-4136
Owner Email:	brenda17RN@yaoo.com

Resort Information:

Resort Name:	Tahiti Village
Resort Unit #:	
Resort Week #:	
Trade-In Allowance:	1 Bedroom
Resort City:	Las Vegas
Resort State:	Nevada
Resort Country:	USA

Contracts Information

Witness #1:	
Witness #2:	
Date Suffix:	th
Diamond Rep.:	

AUTHORIZATION TO RELEASE INFORMATION
PLEASE RELEASE INFORMATION TO:
DIAMOND RESORTS INTERNATIONAL MARKETING, LLC

Trade-In Resort Name: Tahiti Village

Unit #: _____ Week #: _____ Ownership/Membership #: _____

Owner's Name(s): Brenda Marie Eccleston and Joseph L. Reigle

Owner's Address: 21 Quarry Drive

Owner's City, State, Zip: Watsontown, PA 17777

Owner's Phone & Email: 570-538-9145 brenda17RN@yaoo.com

Dear Tahiti Village Management,
(applicable trade-in resort/club)

I/we own or have the rights to the above referenced interval. The purpose of this correspondence is to inform you that I/we have listed the interval, or the rights to the interval, with Diamond Resorts International Marketing, Inc. for the purpose of resale. Diamond Resorts International Marketing, Inc. is my agent and is acting on my behalf, please divulge to them any and all information that they request regarding the interval.

Thank you for your cooperation.

Sincerely,

Owner/Member Signature: Brenda Marie Eccleston Date: April 2, 2015

Owner/Member Signature: Joseph L. Reigle II Date: April 2, 2015

EXCLUSIVE RIGHT TO SELL AGREEMENT
ADVANCE RECEIPT, ASSIGNMENT OF RIGHTS and POWER OF ATTORNEY
(This is a binding contract - please read carefully before signing)

LISTING DATE: APRIL 2, 2015 USE YEAR: ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017

DESCRIPTION OF VACATION INTERVAL:

RESORT NAME: Tahiti Village UNIT/WEEK NUMBER: /

TO: Diamond Resorts International Marketing, Inc.
10600 W. Charleston Blvd.
Las Vegas, NV 89135
877-235-2500

OWNER NAME: Brenda Marie Eccleston

OWNER NAME: Joseph L. Reigle

OWNER PHONE: 570-538-9145

OWNER ADDRESS: 21 Quarry Drive, Watsontown, PA 17777

1. **Exclusive Right to Sell.** In consideration of the acceptance by DIAMOND RESORTS INTERNATIONAL MARKETING, INC. ("Broker"), a California corporation licensed as a real estate firm, of the terms of this Contract, and of Broker's promise to endeavor to effect a sale of the property described in paragraph 2 below (the "Property"), I/we, as owners(s) ("Owner"), employ and grant Broker the exclusive irrevocable right commencing on _____, and expiring at midnight one year from this date, to sell, exchange, option or otherwise transfer the Property.

2. **The Property.** For purposes of this Contract, the "Property" means the real property in the State of Nevada described above by Resort and Unit/Interval Number, plus all fixtures and improvements thereon, all appurtenances incident thereto and all personal property included therein.

3. **Net Sale Price Received in Advance.** The Listing Price for the sale of the Property shall be $ 1 Bedroom because Broker will advance to Owner an amount equal to the listing price ("the Advance") as a credit toward and in consideration of Owner's purchase of certain other property offered through Broker ("Owner's Purchase"), Owner agrees to each of the following:

a) Owner accepts the Advance as full tender of the total remuneration expected by Owner from the sale of the Property.

b) All proceeds from any sale of the Property hereunder, are irrevocably assigned to Broker.

c) Upon any rescission of Owner's Purchase, this Agreement shall likewise be rescinded and Broker shall not be obligated to effect the sale of the Property or to Purchase it.

Broker agrees that, regardless of the actual sale price of the Property, Owner shall not be liable to repay the Advance.

4. **Broker's Purchase Upon Expiration.** If Broker has not effected a sale of the Property prior to the end of the term of this Agreement (1 year), Broker will be deemed to have purchased the property for and in consideration of the Advance payment.

5. **Compensation to Broker.** While it is expected that the actual sale price of the Property will be less than the Listing Price, any excess of the actual sale price over and above the sum of the Listing Price and closing costs may be retained by Broker as compensation.

6. **Assignment and Assumption.** During the term hereof, Owner hereby assigns to Broker all rights to use, rent, or exchange the use of the Property, and Broker assumes all obligations to pay regular assessments and tax obligations which may arise with respect to the Property after the date of the execution of this Agreement. Owner agrees not to rent or exchange the Property during the term of this Contract without Broker's prior knowledge and consent.

7. **Power of Attorney.** Owner hereby appoints Broker, during the term hereof, Owner's true, lawful, and irrevocable attorney to prepare, complete and execute on Owner's behalf any and all documents required to effect the sale of the Property including, without limitation, the Purchase Agreement and the Deed.

8. **Special Assessments.** Owner agrees to pay any Special Assessment or other additional fees which may arise with respect to the Property after the date of execution of this Agreement and until such time title is transferred out of the owner's name.

9. **Title.** Owner agrees to furnish marketable title by executing a special warranty deed, or its equivalent, upon Broker's request.

10. **Cooperation by Owner.** Owner agrees to make available to Broker and prospective purchasers all data, records and documents pertaining to the Property, to allow Broker, and any other broker who is subagent of Broker to show the Property at reasonable times and upon reasonable notice and to commit no act which might tend to obstruct Broker's performance hereunder. Owner shall not deal directly with any prospective purchaser of the property during the term of this Contract and shall refer all perspective purchasers to Broker during term hereof.

11. **Warranties by Owner.** Owner represents and warrants the following:

a) Owner's title to the Property is unencumbered and Owner has full authority to execute this Contract.

b) All information concerning the Property in this contract or otherwise provided by Owner to Broker or any purchaser or prospective purchaser of the Property is, or will be at the time made, and shall be at the closing, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information during the term of this contract.

12. **Release of Information.** Owner hereby authorizes Broker to obtain any information regarding assessments, taxes or like items, directs any person having such information to provide it to Broker, and authorizes Broker to communicate any such information to any prospect.

Brenda Marie Eccleston
Seller Signature

4/2/2015
Date

Joseph R. Reyle II
Seller Signature

4/2/2015
Date

Listing Office / Sales Center: _____

Accepted By: _____
Broker Signature
Diamond Resorts International Marketing, Inc.

herein, or any duly appointed substitute designated hereafter by DIAMOND RESORTS INTERNATIONAL MARKETING, INC., shall lawfully do or cause to be done those acts authorized herein.

IN WITNESS WHEREOF, this instrument has been executed as of this 2th day of April, 2015 Signed in the Presence of:

Witness Signature # 1	Brenda Marie Eccleston Signature Name of Principal
Printed Name of Witness # 1	Brenda Marie Eccleston Printed Name of Principal
Witness Signature # 2	Joseph L. Reigle Signature Name of Principal
Printed Name of Witness # 2	Joseph L. Reigle Printed Name of Principal

State of: Florida
County of: Osceola

Address of Principal:
21 Quarry Drive
Watsontown, PA 17777

On this 2th day of April, 2015, before me Orisela Cedillo (notary) personally appeared Brenda Marie Eccleston and Joseph L. Reigle personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

(Notary Seal)

NOTARY PUBLIC
My Commission Expires: July 7/2017

Revised 5/22/2012

LISTING AGREEMENT INFORMATION

Effective Transfer Year (please check one): ☐ 2014 ☐ 2015 ☐ 2016 ☐ 2017

OWNER NAME 1: Brenda Marie Eccleston
OWNER NAME 2: Joseph L. Reigle
HOME PHONE #: 570-538-9145 CELL PHONE #: 570-847-4136
OWNER ADDRESS: 21 Quarry Drive, Watsontown, PA 17777
OWNER E-MAIL ADDRESS: brenda17RN@yaoo.com
RESORT NAME: Tahiti Village LOCATION: Nevada, USA
The ownership is: ☒ Deeded ☐ Right to Use ☐ Points
For Deeded Ownership: Unit #: ___ Week #:

For Non-Deeded Ownership: Points Allotment: _____

The ownership is: ☒ Fixed Time ☐ Floating Time ☐ Club
The ownership is: ☐ Annual ☐ Biennial – Even or Odd ☐ Triennial ☐ Other_____

Which exchange company is the ownership affiliated with? ☐ RCI ☐ II Directory Resort Code:_____ Page #: _____

Please check the following title scenarios:

Is there a deceased spouse on title? ☐ Yes ☒ No (Original or Certified copy of Death Certificate required)

Are all owners on title present? ☒ Yes ☐ No (Limited Power of Attorney required for all owners)

Is the title held in a family trust? ☐ Yes ☒ No (First page, powers page & signature page of trust document required)

Is there an open mortgage? ☐ Yes ☒ No (Trade-in cannot be accepted with an open mortgage)

Are there any liens or probate issues on the title? ☐ Yes ☒ No (Trade-in cannot be accepted)

Do you have any existing or pending reservations booked, banked, or exchanged for this property? ☐ Yes ☒ No

Reservation Date: _____/_____/_____

Important Information

Please read and initial each of the information points below:

BR / BR Maintenance fees must be current at the time of trade-in. You are responsible for any maintenance fees that are invoiced prior to the date you signed the Exclusive Right to Sell Agreement.

BR / BR You are responsible for any Special Assessment fees due, until such time title is transferred out of your name.

BR / BR If you have any existing or pending reservations that are booked, banked, or exchanged for the current use year, the transfer will become effective the next use year.

BR / BR The Trade-in department is neither liable nor responsible for any usage lost at the point the ownership is transferred.

BR / BR Ownership documents (deed/owner certificate, etc…) must be sent to the Trade-in Department within 10 days of the date of the Exclusive Right to Sell Agreement.

By signing, Owner(s) warrants that all information concerning the Property listed under the *Exclusive Right to Sell Agreement* is complete and accurate. Owner(s) agrees to notify the Trade-in department promptly if there is any material change in such information during the term of the *Exclusive Right to Sell Agreement*. Diamond Resorts International® does not directly take title, or retain any proceeds from the sale, of any trade-in property

Owner's Signature Brenda Marie Eccleston Date 4-2-15

Owner's Signature Joseph L. Reigle II Date 4-2-15

Diamond Site Initiating Listing Agreement: _____ Diamond Representative: _____

Revised 4/2/2015

Joseph Reigle V - RE: Fwd: Regarding your concerns

From: "Levine, Jessica" <Jessica.Levine@diamondresorts.com>
To: joe reigle <beagle7001@yahoo.com>, "Joseph Reigle V." <jreigle@bop.gov>
Date: 1/26/2016 11:04 AM
Subject: RE: Fwd: Regarding your concerns

Good morning Mr. Reigle:

We thank you for your patience.

We do regret if there were any misunderstandings during your purchase. We have spoken to sales and they have advised that on July 19th, 2015 when Sales sold to you, at that time Tahiti Village was not eligible for an upgrade. This is the reason why you were advised it was unable to be traded. Please understand that the contract does not mention this transaction as well, and does confirm this.

In addition, all information regarding your estimated maintenance fees are listed in the Purchase Agreement, Purchase Proposal and the Purchaser's Understanding and Acknowledgment of Timeshare Purchase. We are not certain who Emily is. The phone number that you provided goes to an automated system and says that you must be a Sprint PCS Customer. We are not sure who this number belongs to.

We apologize if you had to be moved when you arrived for your stay. This is not a normal happening and we do try to prevent it at all costs. We are happy that they did provide compensation for this inconvenience.

Based on the information that you have provided, we are unable to cancel your contract and provide a refund.

Please let me know if I can be of further assistance.

Respectfully,

Jessica Levine | Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. 77907 | Fax: 702-240-2576

From: joe reigle [mailto:beagle7001@yahoo.com]
Sent: Thursday, January 21, 2016 7:28 PM
To: Levine, Jessica; Joseph Reigle V.; Joseph L. Reigle V.
Subject: Fw: Fwd: Regarding your concerns

Ms. Levine,

Thank you for your time. I look forward to resolving this complaint as soon as possible. If you need any other information please let me know.

Joe

Joseph Reigle V - Timeshare

From: Joseph Reigle V
To: Jessica Levine
Date: 1/28/2016 6:52 AM
Subject: Timeshare
CC: beagle7001@yahoo.com; brenda17rn@yahoo.com

Ms. Levine,

I have another question can you clarify what the meant in your e-mail. "We have spoken to sales and they have advised that on July 19th, 2015 when Sales sold to you, at that time Tahiti Village was not eligible for an upgrade. This is the reason why you were advised it was unable to be traded. Please understand that the contract does not mention this transaction as well, and does confirm this."

If it means there was never a contract for a trade, that is WRONG. I have the contract number and the very first thing I said to Ersla on July 19th, 2015 when we sat down to talk was if they could check on the status of our trade. I, in no way or form, asked for this trade to relate to an "upgrade". She told us she was our counselor and not there to sell us anything. We had our Tahiti Village deed in hand, and she took it to another room, came back and told us they were not giving us anything for the timeshare that we were just going to be signing it over to them. There was not ANY talk about the trade relating to an upgrade. Believe me we had no intention of spending more money on Diamond, until she told us the only way to use our timeshare was to upgrade that way we could trade our timeshare weeks and get money for them that way. Totally disregarding our contract that was wrote up on Florida. Like I said in an earlier e-mail I have the trade contract number and the documentation that there was a trade contract. Can you please look into this and get back to me. Funny this trade contract was canceled dated the day after we were in Virginia 7-20-2015. That is what it has on the paperwork I have.

Also, did you get a chance to send a copy of contract.

Thank you for your time,

Joe

Mr. & Mrs. Joseph L Reigle, V
21 Quarry Drive
Watsontown, PA 17777

UNITED STATES POSTAL SERVICE
1000
32399

U.S. POSTAGE
PAID
WATSONTOWN, PA
17777
FEB 08, 16
AMOUNT
$1.86
R2305K138967-10

FIRST CLASS

OFFICE OF ATTORNEY GENERAL
STATE OF FLORIDA
THE CAPITOL PL-01
TALLAHASSEE, FL 32399-1050

ATTN: WHITNEY RAY

Harry Brown Cheryl Brown
3025 Old Lucern Park Road
Winter Haven, FL 33881

March 9, 2016

Diamond Resorts International
PO Box 8526
Coral Springs, FL 33075-8526

RE: Timeshare Contract
Daytona Beach Regency Association
Account No: 1217916

Dear Sir/Madam:

On January 11, 2016, we mailed the enclosed letters to Diamond's corporate address in Las Vegas, NV, requesting relief from this timeshare contract because of our advanced ages, medical conditions, and reduced financial circumstances.

On February 26, 2016, we received the enclosed letter.

We certainly hope that Diamond's divisions speak to one another and that your collections office would not simply throw us into foreclosure without first considering our written request. We are willing to sign any paperwork needed to simply allow Diamond to take back this resort.

Please

Sincerely,

Harry Brown Cheryl Brown

cc: Diamond Corporate
FTC
FL Attorney General

Daytona Beach Regency Association, Inc.
PO Box 8526
Coral Springs FL 33075-8526

February 26, 2016

VIA CERTIFIED AND REGULAR MAIL

▲ 90130_01_000079
Harry Brown
PO Box 3435
Winter Haven FL 33885-3435

DAYTONA BEACH REGENCY ASSOCIATION, INC.

Re:	**FINAL NOTICE**
Account No:	1217916
Resort:	Daytona Beach Regency
Delinquent Amount:	$1,212.46 as of the above date

According to the Assessment Billing and Collection Policy ("the ABC Policy") sent to you with your original invoice (a copy of which is attached for your convenience), your annual assessment was due January 1, 2016 and to date, we have not received your payment.

Currently, your right to make a reservation, or use the accommodations and facilities at the resort(s) will be denied. Any reservations presently held in your name will be cancelled, including those with exchange companies.

Your options within 30 days from the date of this Notice to remedy the default are:

Option 1. Immediately bring your account current (please call 1.877.374.2582 for a current balance prior to sending payment) or provide satisfactory evidence of prior payment of the assessment.

Write your contract number on the check to ensure proper application of payment and send your payment to the address listed below. You may also pay by check or credit card over the phone or online at DiamondResorts.com

Option 2. Allow the account to remain delinquent and a lien will be filed in your name, against the interval. This matter will be sent over to a collection agency, which may result in additional collection and legal fees, and we will initiate foreclosure proceedings. **No further notice will be sent.**

Important Notice: A foreclosure action filed in the public records, regardless of its disposition, may adversely affect your credit rating.

We understand that this delinquency may have been a possible oversight, if that is the case; we apologize for any inconvenience this letter may have caused. If you have made a recent payment, please disregard this letter or visit DiamondResorts.com to verify that your account balance reflects recent payments.

If you are in the process of transferring ownership, please send an e-mail to Inventory@DiamondResorts.com or fax to 1.702.765.8770 to the attention of Pending Transfers to ensure proper documentation has been received.

Sincerely,

Diamond Resorts Management, Inc., on behalf of
Daytona Beach Regency Association, Inc.

Harry Brown Cheryl Brown
3025 Old Lucern Park Road
Winter Haven, FL 33881

January 11, 2016

NOTICE OF CANCELLATION

Diamond Resorts International
10600 West Charleston Blvd
Las Vegas, NV 89135
Attn: Customer Relations

RE: Timeshare Contract

Dear Sir/Madam:

Please allow this correspondence to serves as a Notice of Cancellation of Contract. I have previously made good faith attempts to resolve this matter with Diamond Resorts, including numerous telephone calls and/or letters/emails, however Diamond Resorts has not resolved this matter to my satisfaction. I therefore wish to rescind the contract in its entirety and request all payments made toward this contract be returned immediately.

I have enclosed a letter and affidavit that contains a summary of the reason for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,

Harry Brown Cheryl Brown

Harry Brown Cheryl Brown
3025 Old Lucern Park Road
Winter Haven, FL 33881

January 11, 2016

Diamond Resorts International
10600 West Charleston Blvd
Las Vegas, NV 89135
Attn: Customer Relations

RE: Timeshare Contract

Dear Sir/Madam:

Please be advised I wish to cancel the above referenced contract due to a variety of misrepresentations made during the sales presentation, and which are more fully described in the letter attached hereto.

Please find enclosed my Cancellation Notice Letter regarding our contract.

In a good faith effort to afford Diamond Resorts the opportunity to equitably resolve this matter, we have not yet filed complaints with the Better Business Bureau, the Federal Trade Commission Consumer Protection Division or any other agencies.

We hereby request that Diamond Resorts:

Rescind my Timeshare Contract;

Refund any monies paid on my contract

Please contact me within fourteen (14) days to discuss resolution of this matter.

Thank you for your attention to this matter. I look forward to hearing from you within fourteen days.

Sincerely,

Harry Brown Cheryl Brown

January 6, 2016

To Who it may concern,

We purchased a Timeshare at Daytona Beach Regency in 1997. The salesperson kept talking to us for 4 to 5 hours. They said it would take about 30 to 60 mins. We finally agree to purchase a two bedroom, and was told we could take one week with the two bedroom or two weeks with a one bedroom each time. But we always had a hard time getting the week we wanted or the rooms that faced the pool. We were told we had to book 1 to 2 years in advance to get rooms facing the pool. And also pay all maintenance fees up front. When we first purchased the timeshare the maintenance fees were $400, now they are over $1100. They have really priced us out of being able to afford the timeshare.

We purchased our timeshare in 1997, I was 52 years old and my wife 42. We are now 70 and 60 years old and not able to use because of lots of medical problems and medication we are on prevents us from being exposed to the sun for any length of time.

Sincerely,

Brown
3025 Old Lucern Park Rd
Winter Haven, FL 33881

WEST PALM BCH FL 334

10 MAR 2016 PM 5 L

Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399105099

CS/Follow up email 3/20/16

Citizen Services Contact Form

This will route your questions or complaint to the Attorney General's Office. Please fill out the form below and click on the "Submit" button. You will receive an electronic confirmation that your complaint or question has been received by this office.

If you would like to keep current with news on Attorney General's efforts to fight fraud please subscribe to the Attorney General's weekly newsletter.

Note - This form may also be used for Price Gouging Complaints.

**Required information.*

Section 1 - Your Contact Information

First Name*
JAMES

Last Name*
HARRELL

Street Address*
7920 harriet tubman la

City*
Columbia

State
MD

Zip
21044

County* *Florida Residents*

Phone
4438640500

E-mail Address*
halfmanhalfdog@ymail.com

Confirm E-mail Address*
halfmanhalfdog@ymail.com

Section 2 - Who is your complaint or inquiry about?

Subject/Category*
Diamond Resorts International

Name/Firm/Company*
The Palms Country Club and Resor FL,/ Las Vegas, Nevada 89135-1014

Street Address
10600 West Charteston BOULEVARD

City
Las Vegas,

State
NV

Zip
89135

County

Phone
702 823 7528

Website

Date of Transaction
6 28 2015

Amount Paid
thousands

Payment Method
Personal Check or Bank Debit

Questions/Comments

We agreed on a price and monthly payments in 3 transactions. At the end as we to sign the contract, I asked for all my notes, notes and my Receipts. They said they have kept them all together as on package, they said after I had singed all papers; they were put into package. So when I home, to maryland checked the papers, they deceived me and kept them. I tried from July to December 2015, they have not addressed this matter. Because of my age, I now believe this is what they've planed.

Are you 60 or older? (Penalties can be enhanced for victimizing senior citizens)
◉ Yes ○ No

Military status?
◉ Active ○ Veteran ◉ N/A

I understand that your office does not give legal advice. I also understand that your office cannot take legal action for me individually.

Note:

1. **All information submitted with this complaint is 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.**

I am filing this complaint to notify your office of the activities of this business/individual and to seek any assistance you may be able to render.

Submit Reset

Florida Toll Free Numbers:

- Fraud Hotline 1-866-966-7226
- Lemon Law 1-800-321-5366

certified Regular mail

THE PALMS COUNTRY CLUB AND RESORT

CONDOMINIUM ASSOCIATION, INC MARCH 20 2016

POBOX 8526

CORAL SPRINGS FL 33075-8526

I have recsied your certified letter yesterday. I'm very disapointed with all of you.

I have been done wrong in June when we entered a bessinlss transactions 2015. Not only did your people stole all my notes as well all my down payments Recipts.

Here is a copies I sent to Diamonds, after talking to several of your employees and with emails.

I have not received any reply about this matter. And now you sent me this letter of THREAT.

james harrell 7920 harriet tubman lane, columbia md 21044 2016

JH

The Palms Country Club and Resort Condominium Association, Inc.
PO Box 8526
Coral Springs FL 33075-8526

February 26, 2016

VIA CERTIFIED AND REGULAR MAIL

▲90132_01_001644
James Edward Harrell
7920 Harriet Tubman Ln
Columbia MD 21044-4013

THE PALMS COUNTRY CLUB AND RESORT CONDOMINIUM ASSOCIATION, INC.

Re:	**FINAL NOTICE**
Account No:	2259027
Resort:	The Palms Country Club And Resort
Delinquent Amount:	$1,316.95 as of the above date

According to the Assessment Billing and Collection Policy ("the ABC Policy") sent to you with your original invoice (a copy of which is attached for your convenience), your annual assessment was due January 1, 2016, and to date, we have not received your payment.

Currently, your right to make a reservation, or use the accommodations and facilities at the resort(s) will be denied. Any reservations presently held in your name will be cancelled, including those with exchange companies.

Your options within 30 days from the date of this Notice to remedy the default are:

Option 1 Immediately bring your account current (please call 1.877.374.2582 for a current balance prior to sending payment) or provide satisfactory evidence of prior payment of the assessment.

Write your contract number on the check to ensure proper application of payment and send your payment to the address listed below. You may also pay by check or credit card over the phone or online at DiamondResorts.com

Option 2 Allow the account to remain delinquent and a lien will be filed in your name, against the interval. This matter will be sent over to a collection agency, which may result in additional collection and legal fees, and we will initiate foreclosure proceedings.

No further notice will be sent.

Important Notice: A foreclosure action filed in the public records, regardless of its disposition, may adversely affect your credit rating.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Diamond Resorts Tn
10600 W Charleston Blvd
Las Vagas N.V
89135 USA

9590 9403 0971 5223 5576 58

7015 1520 0001 5976 7363

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X MIKE KEHC

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ on Delivery
☐ on Delivery Restricted Delivery
☐ Mail
☐ Insured Mail Restricted Delivery (over $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

USPS TRACKING#

9590 9403 0971 5223 5576 58

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

JAMES HARRELL
7920 Harriet Tubman LN
Columbia, MD 21044

401320

CEO DIAMOND RESORTS INTERNATIONAL 12/27/15

10600 WEST CHSRLESTON BOULEVARD

LAS VEGAS NV 89135

DIAMOND CEO,

WHEN I CAME OVER TO DIAMOND RESORTS, IN JUNE 2015. THE FIRST SALES MAN, SAID, AFTER PALMS HAD FILED BANKRUPTCY; DIAMOND PURCHED IT. HE TRIED TO PUT FEAR INTO MY HEART. ONE OF THE THINGS HE SAID, THE WHOLE BUILDING WILL BE TOTAL REMODLED. THE OWNERS WILL HAVE TO PAY FOR IT; BUT IF I SELL IT TO DIAMOND AND PUSCHARD DIAMOND' POINTS. I WANT HAVE TO PAY FOR AND INCREASE YEARLY FEE THE SALES PEOPLE AND PALMS DEDT. I REFUSED TO KEEP LISTING TO HIM AND WALKED OUT.

THEN MR. AZIZ SAW ME WHEN I GOT UP AND WALKED OUT. HE CAME AND CAUGTH UP WITH ME ON THE OUT SIDE AND AKDED WHAT WERE WRONG. HE, AND MR. HARMAUCH A SAMPLER MANAGER, WE TALKED FOR A GOOD WHILE. I HAD PAPERS I HAD SIGNED REFUSING TO COME OVER TO DIAMOND AND NOTES HE ALSO SIGNED IT. AFTER THEY GAVE ME MORE INFRO ABOUT THE SAMPLER TO KEEP THE OPEN AND TO BE ABLE TO SELL TO SELL TO DIAMOND MY UNIT AND BUY DIAMOND POINTS AT A LASTER TIME. I PURCHASED THE SAMPLER AT A YEARLY FEE OF $1024.OO.

AND IF I SELL TO DIAMOND AND BUY IT' POINTS IT WOULD ONLY ONE FEE FOR UP KEEP. HE ALSO HAD NOTES AND PAPERS I AGREED TO. I THEN ARGEED TO SELL TO DIAMOND AND BUY DIAMOND' POINTS. BECAUSE MY X WIFE NAME WERE ON THE DEED, HE AGEED TO AND WOULD GIVE A FORM FOR HER SIGN TAKING HER NAME OF THE DEED FROM UNIT I SOLD TO DIAMOND. EVERY THING WAS PUT ONLY IN MY NAME. I SOLD TO DIAMOND MY UNIT AND PURCHASED DIAMOND POINTS. WE BOTH SIGNED PAPERS AND WITH MORE NOTES ON THEM, AND THERE WAS ONLY ONE FEE ONLY 1024.OO. THAT WAS ALL I COULD AFFORD, AND THAT WHEM I SOLD TO DIAMOND AND PURCHASED DIAMOND' POINTS.

I ASKED FOR ALL MY PAPERS AND NOTES. THE SAMPLER MANGER GAVE ALL THE PAPERS TO MR. JAVIER OTERO AND TOLD HIM ABOUT THE WHOLE DEAL; AND THE NOTES AND THE FORM FOR THE X WIFE TO SIGN AND I WOULD MAIL THEM A COPY. AS WE TALKED HE SAID HE WOULD GIVE ME MY NOTES.

WHEN MR. OTERO HAD FINISHED ALL THE PAPERS, HE SAID, THEY WANTED TO KEEP THEM ALL TOGETHER, THE NOTES AND FORM FOR THE X TO SIGN. THEY DECEIVED ME AND DID AWAY WITH MY NOTES, WHICH THE BOTH OF US HAD SIGNED.

AFTER BACK HOME AND CHECKED MY PAPERS, WHILE IT WAS STILL IS MY MIND. AND I ALSO MADE SOME PERSONAL NOTES ON MY OWN!. ALL THE NOTES AND PAPERS WE ALL NOTED WERE TAKING OUT FROM THE CONTRACT PAPERS. ALL NOTES ABOUT THE SAMPLER AND NOTES DIAMOND BUYING MY UNIT AND ME COMING OT DIAMOND. IS THIS THIS THE POLICY OF DIAMOND? I SENT TO EMAIL TO THE SAMPLER MANAGER ABOUT AND CALLED THE FRONT DEST AND LEFT A VOICE MASSAGE. NO ONE HAD ANSWERED ME.

I WENT TO AZ IN AUGUST TO LEARN MORE ABOUT DIAMOND SYSTEM. IT TURNED INTO A CRAZY PITCH FOR THREE HOURS. THE FEMALE MANAGER WHO WAS OVER MEME; DID HER BEST TO FORCE ME TO

BUY MORE OF BIAMOND POINTS. HER FACE TURNED RED AS FIRE; AND GOT UP AND LEFT THE ROOM IN A RAGE.

SEVERAL TIMES WE TALKED ABOUT MY DEAL WITH DIAMOND AND ABOUT THE X WIFE OVER AND OVER ABOUT THAT. AND THAT EVERY THING WERE IN MY NAME ONLY. I GOT UP TO WALK OUT AND LEAVE. THEM SHE PUT IN MY HAND A CERTICATE FOR 28000 POINTS, WITH MY X WIFE ON IT. THEN SNATCHED IT BACK OUT OF MY HAND. SAID, SHE IS GOING TO THE PALMS IN FLA. SHE CAME BACK AND SAID, THE SAMPLER MANAGER WILL CALL ME AND GET TAKING CARE OF. I WALKED OUT AND LEFT.

THAT WAS IN AUGUST 2015, AND AGAIN I HAVE NOT RECEIVED AN ANSWER NORE MY CERTICATE, FOR THE TWO DEALS I MADE WITH DIAMOND

James Harvell
7920 Harriet Tubman Lane
Columbia MD 21044

12/27/15

CEO DIAMOND RESORTS INTERNATIONAL 12/13/15

10600 WEST CHARLESTON BOULEVARD

LAS VEGAS NV 89135

TO THE CEO, IN JUNE I BECAME A DIAMOND OWNER. I HAVE SEVERAL CONTACTS WITH DIAMOND SINCE THEN. I HAVE NOT BEEN ABLE TO GET ANY THING DONE. THERE HAS BEEN A LOT OF BAD DEALING AND BAD INFRO WHICH WAS GIVEN TO ME; AND ON THAT INFROMATION, I BECAME A DIAMOND OWNER. I did not know it then, BUT I HAVE BEEN DECEIVED BY YOUR EMPLOYEES. NOW I NEED TO SPEAK WITH THE CEO ABOUT THESE PAYMENTS. THIS HAS BEEN A TIME IN MY LIFE THAT I HATE; I CAME OVER TO DIAMOND RESORTS INTERNATIONAL.

JAMES HARRELL; 7920 HARRIET TUBMAN LANE; COLUMBIA MD 21044 443 864 0500

JAMESHARRELL@YAHOO.COM

JAMES HARRELL

James Harrell

12/13/15

This was mailed 12/13/15

LETTER

4

People Yahoo

James Harrell <jamesharrell@yahoo.com> Jul 7 at 10:59 PM

To khalidharmouch@diamondresorts.com

Hi there Sir, hope all is well. I checked all my papers and there NO letter for the X to sign. There is an envelope with ink marks on one side of it. You can mail it to me, or scan it in an email, thanks.

* The ultimate measure of a man is not where he stands in moments of comfort and convenience, but where he stands at times of challenge and controversy. The true neighbor will risk his position, his prestige and even his life for the welfare of others.

Martin Luther King Jr

* That your faith should not stand in the wisdom of men, but in the power of God. 1 Cor. 2:5

* And a book of remembrance was written before him for them that feared the Lord, and that thought upon his name, Mal. 3:16 b.

* God is writing a book about our lives every day that we live.

Reply, Reply All or Forward | More

Click to Reply, Reply All or Forward

Send

Compose

Search results More

Yahoo (816)
halfmanhalfdog (5)
=
Inbox (1)
Drafts (38)
Sent
Spam (4)
Trash
Smart Views
Folders (815)
1001 BEAUTY COLOR...
2 IRS (25)
2 VERIZON (4)
211 TAX H R (1)
4 G VERIZON (1)
5 LINX MELA... (4)
AAA INC (1)
ABC SUPPLY
ABCNEWS (1)
ACTBLUE
ADT (1)
ADVANCE A... (8)
AFA (1)
ALAMO REN... (4)
ALBERTAJAM
ALMON
AMAZON.CO.. (25)
ANTENBERG... (5)
Antenberg 1 (8)
Anterburg
ANTERBURG 2
APPLE (4)
AUTHOR HO... (2)
AVG (2)
AVG INTERN... (2)
BALTIMORE SUN
Banana
BANANA RE... (7)
BANK RATE (1)
BARCLAYCA... (2)
BASS (7)
BBB
bbelieversM... (1)
BelieversPress
BEN (22)
BEN MUSIC
BENLLC (2)
BENNY HINN
BEST BUY (1)
BGE (2)
BIS STORE

LETTER 5. People Yahoo

James Harrell <jamesharrell@yahoo.com> Jul 18 at 11:56 PM
To khalid.harmouch@diamondresorts.com

Hi, Harmouch, I did not get that letter; it was not in my package. it can be mailed or email, thanks. j harrell I hope you guys like my book!

* The ultimate measure of a man is not where he stands in moments of comfort and convenience, but where he stands at times of challenge and controversy. The true neighbor will risk his position, his prestige and even his life for the welfare of others.

Martin Luther King Jr

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* God is writing a book about our lives every day that we live.

Reply, Reply All or Forward | More

Click to Reply, Reply All or Forward

Send

RE: Contact Us Dropdown Email: Current Member/Owner Inquirie People Yahoo

Last Name: Harrell
Email: jamesharrell@yahoo.com
Phone: 4438640500
Account: 56-1600120055

Message/Inquiry:
To whom it may concern: When I was in fla this June, some one put a $49.00 on my credit card, after I had checked out. I also Purchased Diamond and has nothing but confusing.I purchased timeshare and the Sampler. But the first sale person treated me so bad; I walked out and another person was watching and came to see what was wrong. All the note and paper work and the price it would coat me and the annual fee. The Sampler, Khalid Harmouch put into my package and them, to mr.Javier Otero. After I return to those papers was taken out. The price for annual fee was $1024 , that was all I could pay. There are more things that has happened there and in AZ. I called ane gave Linda Burton a full report and she would pass it on. papers my X wife would sign to remove her name; ann in AZ they tried to deceive about. Then said, they called the sampler manager who is going fix that. Nothing is going the we agreed before I left Fla. They have down I own $2312.03 annual fee. What is going on? Did I make a misstake in coming over to Diamond? Is this Diamonds policy ? If it is, I don't what no part of it. I have tried several time to get this taken care of. If you can't are wan't fix this, then give me back my money. I will go some where else. Why did this happened? Is this your policy Diamond are it is your employees. I can-not be apart of this kind of dealing. I will see if you will turn and do nothing about this. james harrell. Would you send me a copy of this, can I trust you to do that?

Dear Mr Harrell

Thank you for your email. Please be advised that as per your account you currently own:

contract 14536900 - Mystic Dunes Dunes week 26 purchased on 01 July 2002
contract 17177534 - 4000 points US Collection purchased on29 June 2015

This means that you are billed for 2 types of membership; a week and points, which are billed separately. Please allow us to note that you have purchased your points as a separate product not a replacement product and therefore your week is still active and you remain responsible for the adequate charges. The Representative who you discussed your purchase with has offered you an example of fees basing his estimate on the previous years and these would be in the region mentioned in your email. This however would be for the points ownership only and the week fees would not be a part of that calculation.

Summarising, as per the previous advise offered, you remain responsible for 2 sets of fees relevant to 2 separate membership types you hold.

We hope this offers some clarification.

Kind regards

Gosia

MalgorzataCzyzniewska | Senior Customer Service Specialist|Diamond Resorts International® | Tel: 0345 3590010| Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

RE: Contact Us Dropdown Email: Current Member/Owner Inquiries People Yahoo

THEClub Dear Mr Harrell Thank you for your email. Please be advisec Nov 29 at 8:10 AM

Jamesharrell <Jamesharrell@yahoo.com> Nov 29 at 3:56 PM
To THEClub

GOSS THEY PURCHASED MYSTIC DUNES FROM ME
I PURCHASED FROM DIAMOND. THAT IS WHAT WE TALKED ABOUT. THE THING WAS WHAT I COULD PAY FEE WAS WHAT I SAID. I HOPE I DONT HAVE TO TAKE THIS TO COURT.

SenDt from my T-Mobile 4G LTE Device

 -------- Original message -------- From: THEClub <THEClub@diamondresorts.com> Date:11/29/2015 8:10 AM (GMT-05:00) To: "'jamesharrell@yahoo.com'" <jamesharrell@yahoo.com> Cc: Subject: RE: Contact Us Dropdown Email: Current Member/Owner Inquiries (CID:fl4wjjx$j23282ftgd)

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-----Original Message-----
From: Website Feedback [mailto:WebsiteFeedback@DiamondResorts.com]
Sent: 28 November 2015 16:02:04
To: THEClub
Subject: Contact Us Dropdown Email: Current Member/Owner Inquiries

Reason for Contact: Current Member/Owner Inquiries
Contact Information
First Name: James Edward
Last Name: Harrell
Email: jamesharrell@yahoo.com
Phone: 4438640500
Account: 56-1600120055

Message/Inquiry:
To whom it may concern: When I was in fla this June, some one put a $49.00 on my

Yahoo (816)
halfmanhalfdog (5)
Inbox (1)
Drafts (38)
Sent
Spam
Trash
Smart Views
Folders (815)
Recent

RE: Contact Us Dropdown Email: Current Member/Owner Inquiries

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Kind regards

Gosia

MalgorzataCzyzniewska | Senior Customer Service Specialist|Diamond Resorts International® | Tel: 0345 3590010| Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

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-----Original Message-----
From: Website Feedback [mailto:WebsiteFeedback@DiamondResorts.com]
Sent: 28 November 2015 16:02:04
To: THEClub
Subject: Contact Us Dropdown Email: Current Member/Owner Inquiries

Reason for Contact: Current Member/Owner Inquiries
Contact Information
First Name: James Edward
Last Name: Harrell
Email: jamesharrell@yahoo.com
Phone: 4438640500
Account: 56-1600120055

Message/Inquiry:
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CERTIFIED MAIL

7015 1730 0000 4746 6175

JAMES HARRELL
7920 Harriet Tubman Lane
Columbia MD 21044

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Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050
%"PAM BONDI"

18

cs

CS/Transf
CB3

April 5, 2016

To whom it may concern,

My name is Michael J. Lipps. I am an owner with Diamond Resorts International and I have been trying to get in touch with someone at their company headquarters to discuss my options for cancellation and refund.

After looking through the paperwork I've been given by Diamond employees and remembering the promises they told me during the meetings, it has come to my attention that what I was sold was based on lies. Many of the amenities and perks they told me I would receive have not come to be. They also made me upgrade a few times through my ownership, none of which have provided to be useful.

Each time I go to a Diamond Resort I am made to go to an update meeting that is supposed to last an hour or an hour and a half, but ends up lasting six hours. That alone should show that they are liars.

They then go on to tell me all these amazing things I will get by upgrading. Once I upgrade nothing they have told me comes true. Now I'm stuck with a useless timeshare full of lies.

Please read the extra two sheets – they are the first two letters I sent into Diamond.

As of today I still have not been able to get a respond. While I am not surprised, I am disappointed.

I read that your company can help people in my shoes. Please let me know what I need to do to get my timeshare contract cancelled and my money back.

Thank you,

Michael J. Lipps
PO Box 242
Addyston, OH 45001

Michael J Lipps

April 5, 2016

To whom it may concern,

I wrote a letter and sent it into your office on March 3rd. Since then I have not gotten one single call, letter, or email from your office to help me with my ownership problems. All I've gotten so far are calls trying to make me pay my bills. I will not be paying your company any more money. Your company has lied to me and I am here to get back what I deserve. I want my contracts cancelled and my money back.

The money I have paid in is way more than I should have for what I've gotten. Your fees are highway robbery and you convince us owners to buy more just so you can ride around in your fancy cars and live your fancy lifestyles. There is no way that all the money I have spent in maintenance fees and all the money the other owners have paid is all going to keeping up the property. The money is going somewhere. You are stealing from your owners.

I originally visited your resort on a free vacation. I was convinced to buy at Mystic Dunes a odd year vacation. It was too hard to book so I never used it.

In 2010 I finally went to use the vacation and was convinced to buy another contract that gave me the even years too. They told me that I was grandfathered into this contract, but that is not true because I paid much more than my original purchase price. I'm still not sure what they mean by grandfathered in.

In 2014 at my 6 hour update meeting I was told I had to upgrade and join the Interval program. This was more money out of my pocket for no better vacations.

In 2015 I was told I didn't have enough points to vacation anywhere other than my home resort. They said if I wanted to vacation anywhere else I had to upgrade. Each of these meetings wasted 4-6 hours of my life and took a great chunk out of my wallet.

During my last upgrade they would not tell me how much my maintenance fees were. After all was said and done I got a bill for $2900!!!! That is not ok! That is highway robbery! If I knew this I never ever would have upgraded.

I am so disappointed with my Diamond ownership. My maintenance fees have tripled since I first bought in 2004. Booking is hard and I am not getting anything that was told to me.

Please get in touch with me to help me cancel my contracts and get my money back.

Thanks,

Michael J. Lipps
PO Box 242
Addyston, OH 45001

To whom it may Concern

I bought my first Time share with Mystic Dunes in 2004. Because we won a 2 night 3 day vaction in Palm Beach it Looked good they were building and we could see the Disney castle. But couldn't use the time share for personal reasons. So finally in 2010 we used the time share. They said we had to go to a 90 min presention which ended up to almost 6 hours and got talked into another contract. The Maintance fees were like $800.00 a year. Since then every time we used the vaction it always ends up to between 4-6 hours for a presention. They said I could pass it down to family members but I'm not passing down something that increasing the money this last time the maintance fees rose to $2,900.00 that is in my book robbery if everyone has to pay that much a year plus their morgage fees, you people are robbing us. I know you have the keep up care for the resorts but its nowhere near what your making with intrest. So I not paying you nothing I want out I need a copy of my cancelled deed and backpay for what I paid in. Its very disturbing that what you people are doing

Michael J Lopps

M L Pps
P.O Box 242
Addyston OHIO
45001

CINCINNATI OH 452

08 APR 2016 PM 7 T

USA FOREVER

Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399

32399-9999

cs/travel
8F

Irene & Thomas Brissel
525 SE 129th Ave.
Silver Springs, FL. 34488
ibrissel1@netzero.com

April 19, 2016

Pam Bondi
Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

Ms. Bondi,

Please find enclosed a complaint letter we have issued to Diamond Resorts International. It includes a request to have two contracts signed with them in a matter of five weeks cancelled, and all money paid in toward those contracts returned. They used predatory tactics to pressure us into making the purchases, when we are paid only $26,000 per year in Social Security. Based on the monthly loan payments and the current maintenance fee (provided there are no increases), we are now obligated to Diamond for 47.6% of our income each year. They also opened a credit card account and made a charge to it without our prior knowledge or consent, and then deceived us in regards to the amount charged to the account.

We feel that Diamond has created a dangerous and damaging situation. Although we have asked them to cancel the contracts and return our money, we wanted to send you a copy of the letter for your files so there is a formal record of our complaint. If they should refuse to cancel the contracts, we will be back in contact with your office about pursuing action against them. In the meantime, if you have any advice, or need any additional information, we would love to hear from you.

Sincerely,

Thomas and Irene Brissel

Irene & Thomas Brissel
525 SE 129th Ave.
Silver Springs, FL. 34488
ibrissel1@netzero.com

April 19, 2016

Diamond Resorts International
10600 West Charleston Blvd
Las Vegas, NV 89135

Attn: Contracts Department/Diamond Member ID: 33568103

To Whom This May Concern:

In a matter of only five weeks, we were talked into signing two separate contracts with your company for points in your US Collection. When attempting to register and use a certificate for a free 2-day stay that we were given as a result of the second purchase, we were informed that we could not register the certificate because we do not make $50,000 per year.

During both meetings with your agents, we informed them we did not make $50,000 per year. In fact, we make only $26,000 per year, as we live on Social Security income. We were told it did not matter what our current income was, as the credit application would be based on the income we made prior to retirement. We told them we were not comfortable with this arrangement, and still they pushed. We do not know of any company that assigns credit based on a prior income. The entire point of a credit application is to ensure the purchaser has enough money to repay the balance. Now, because of the unethical and illegal actions of your agents, ***47.6% of our income is allotted to you each year*** *for the payments and maintenance fees on the two allotments of points.*

Your agents preyed on us, we suspect because we are retired. They knew we could not afford the points, and particularly the second allotment, but they continued to push. They harassed and harangued us for hours until we were mentally worn down and agreed to the purchases solely so we could leave. We were targeted, abused, and treated beyond unfairly. We demand you cancel the contracts and refund everything you have taken from us. We will not live out our remaining days struggling to pay for our daily needs while you enjoy the profits. We hoped to have another two years or so of travel in us, as it is becoming difficult with Thomas's mobility issues and my Multiple Sclerosis, but your agents ripped that possibility away from us. Even if we somehow managed to give you nearly half of our income and avoid having our home and all of our possessions taken from us in the process, there would be no money left for vacations. We trust you can see where the problems lie in this arrangement.

We have sent copies of this letter to the Attorneys General of Nevada and Florida, because we want them to be aware of what is taking place at your sales sites. We also want there to be a formal record of our complaint, should they decide to pursue a case against you on our behalf. Of course, should you see to it to cancel our contracts and refund our money, including the $9,757 charged to a credit card without our knowledge, a credit card that was coincidentally opened in my name without my knowledge and consent, we will advise them an agreement has been reached and no further action is necessary. The choice is

Irene & Thomas Brissel
525 SE 129th Ave.
Silver Springs, FL. 34488
ibrissel1@netzero.com

yours as to how this matter plays out and so as to allow you to make an informed decision, we will explain in further detail how we came to own two contracts with your company.

Vacations do not come easily for us. As one can imagine, it is not easy to save up money for such luxuries when your combined retirement income is only $26,000. We managed to save enough for a trip to Las Vegas, which we took in February 2016. We were enjoying our stay and thought ourselves lucky when we were approached by a representative who offered us tickets for a show and a free meal, if we took part in a presentation for Diamond Resorts. We did not suspect it was for a timeshare, and we were assured it was a 'no obligation' event. They just wanted to show us the facility, according to the solicitor. We made arrangements to be shuttled to the event the following morning and were asked to show our drivers licenses and a major credit card to hold our spots.

The following morning, we loaded up on the bus and were again asked to show our IDs. When we offloaded at the resort, we were herded into a conference room to wait for a sales representative, along with everyone else who had been on the bus. The man assigned to us was Robert Nesbitt. Robert took us into another room where we watched a video and listened to a man talk about Diamond as a company, as well as the specific resort we were at, the Cancun. Approximately 45 minutes later, that portion of the event ended and Robert returned to have us follow him to a cubicle, where he provided us with additional information.

We were still not certain why we were at the resort, and were taken aback when Robert for our income. At some point, a minimum income of $50,000 had been mentioned and we advised him we earn only $26,000 between our Social Security allotments. We specifically stated that we did not meet the minimum income requirement, but Robert did not seem to care. He asked what we made prior to retirement, but did not ask how long it had been since we worked or how much we had in savings and assets. He also did not inquire as to whether we could afford the payments at the current time. He simply said the approval would be based on our previous income, even though we told him we were not comfortable with that arrangement.

Robert then asked how many years we felt we could continue to vacation and we said we hoped we could salvage two more years. We explained that travel had become quite difficult because Thomas suffers from cardiac issues, COPD, and arthritis. In recent years, he's experienced issues with mobility in general and finds it difficult some days to even walk across the room. I suffer from Multiple Sclerosis, which currently causes significant concentration and cognitive impairments, among other issues. One day, it may very well take away my motor function, leaving me unable to even care for myself.

We told Robert we were not interested and he invited others into the conversation, and each presented an altered plan with lowered pricing. Each time we resisted, they revised. Meanwhile, I had to excuse myself to take several phone calls because my Aunt had passed away earlier that morning. We'd informed them of her death and expressed a desire to finish up and be out of there in a reasonable amount of time, but still, the event dragged on for more than four hours.

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We felt that if we did not sign agree to a deal and sign the paperwork, we would never get out of there, and so we finally succumbed to the pressure. We believed Robert and his associates when they said we could write the purchase off on our taxes as a second mortgage and we loved the thought of taking low-cost vacations. We tend to travel by car, and saw the opportunity to use our membership for discounts at sister hotels, while using our points for larger, more elaborate resort stays. We were envisioning the vacations we would be able to take while we are still able to travel and relished the idea of saving money while taking them.

We agreed to a deal that involved payments of $194.12 per month and a maintenance fee of $840. This deal represented 12.2% of our yearly income and while it would be difficult to manage, we felt we could work it into our budget without too much difficulty, especially when we were assured we would have no problems having it refinanced to lower the interest payment because of our excellent credit scores. We were then pressured into purchasing a $49 weekend stay at a Diamond property, and promised a return of our money once we arrived at whatever resort we chose from a list of offerings. We were impressed when they paid for a cab to return us to Circus Circus, and even more so when Robert gave us money for a cab so we could return to the resort for breakfast the following morning. We felt appreciated. We never could have predicted what happened a few weeks later.

In March, I received a call for Thomas and I to take part in an Event of a Lifetime promotion. The caller explained that it would not use any of our points, and would cost only $250. We would receive 3 days and 2 nights at the Mystic Dunes Resort, as well as tickets to Epcot for one day and lunch at Emeril's Restaurant. I saw an opportunity to take our granddaughter to Epcot, and so I asked if she could go with us. The caller said it would not be a problem, but that we would have to pay a slightly higher fee, which I gladly agreed to do. The package represented a substantial savings, as the Epcot tickets alone are around $100 each. A week prior to the trip, I received a call to advise me that our granddaughter could not travel with us, because we had to attend a question and answer session designed for new owners. After several phone calls and conversations with various people, we were finally able to obtain permission for her to travel with us and were assured that childcare would be available while we took part in the meeting. Their idea of childcare differs greatly from ours, as we would discover once we were at the resort. We tried to reach Robert Nesbitt to touch base before we went to Orlando, but he did not answer. We left a message, but he did not call back.

Every interaction we had with employees at this resort was frustrating, beginning as soon as we arrived. The computers were down and we were told to go to building K and see a security guard about letting us into our room. We found the security guard but she had no idea what we were talking about she sent us back to the lobby. After waiting in line, we were finally given a number to give to the security officer, at which point we had to go track her down again so she could let us into our room. Thankfully the next day was smoother, but that is probably only because we spent the majority of the day away from the resort. We went to Emeril's and then Epcot. We did not return to our hotel until after the fireworks had gone off.

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Our Q&A session was scheduled for our second full day, which happened to be Good Friday. We went to breakfast and were surprised to find that at a resort as large as Mystic Dunes, there was not a single breakfast offering that did not include meat. Like many others in the world, we do not eat meat on Good Friday and would have expected the staff at Mystic Dunes to be prepared for such a large and sacred holiday.

We were then shuttled to another building to take part in the Q&A and our granddaughter was led into a recreation area we were told was supervised. Although we did not particularly like leaving her with strangers, we knew attending the session was a condition of the deal we had purchased, and we were assured it would take no more than 120 minutes.

Our salesperson for this event was Pamela Parker. She began by reviewing what we had purchased in Las Vegas and then advised us the 2,500 points acquired there were not sufficient for even a week in a studio apartment in Las Vegas. This was certainly news to us, because we were under the impression that our 2,500 points would cover a full week at a large number of Diamond Resort properties. In reviewing the points tables for the properties, we realize that 2,500 will get us into very properties and the ones we can access are old, in undesirable locations, or can only be visited during the worst times of year for that particular area.

Pam then questioned how we had purchased the points at $4.50 per point, because according to her, they were going for around $8.00 per point. She seemed angered for us, which in turn made us angered. She said several times she didn't know how they [Robert] got away with selling us what they did, but it never should have happened. Pam left and brought another person in, but by this point, my head was beginning to spin and I was having a hard time focusing and staying still. Multiple Sclerosis is exacerbated by stress and it seems I had reached my breaking point.

At around 10:05, I had to step away to clear my head and I wanted to check on our granddaughter. I found her in the activity center with no supervision. I'd had enough. I left my husband there to deal with Pam and to try and figure out what was going on with our points and I took my granddaughter to Build-A-Bear for her birthday, as we'd promised her. After a while, Pam tracked me down with a stack of paperwork in her hand and told me I needed to sign. Because I saw Thomas had already signed the pages, I did as she asked and signed my name where indicated, then later returned to the office to finalize the deal.

I felt that since Thomas signed, he must have felt it was the best option, but I found out later that was not the case. He'd been essentially bullied into agreeing to another purchase, and not one that would replace and supersede the original purchase, but would be tacked on to it and would leave us paying out 47.6% of our income to Diamond for the next ten years. Thomas felt pressured. With me out of the room, the focus was turned to him and he was told that without the additional points, what we had was worthless. They told him we'd wasted our money, but they could help us by selling us enough points to make the venture worthwhile. They said everything that was promised in Las Vegas could be possible, but only if we

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purchased the additional points. I can only imagine how he felt as he faced these people who were telling him he'd made a mistake and the only way to fix it was to buy more. When they dropped the price from $8.00 per point to $3.15 per point, he gave in and signed. He was worn down and worried about wasting money for the 2,500 points and receiving nothing in return.

When I returned to the office, we were offered a free cruise as a gift, as well as another 2-night stay at select locations because the session had lasted so long. The way we understood it, a Barclay card had been opened in my name (while I was not in the office and had not consented to the card being opened) and a $5,000 payment was charged to that card. We do recall one of the people involved asking us if we'd tried to refinance our first purchase and we'd explained we were not able to do so because it is not real property and a bank will not touch it, thereby requiring us to take out a personal loan at a similarly high rate of interest. The representative assured us that with our credit scores we should not have any trouble refinancing.

On Wednesday, April 6, we called to register the certificate for the 2-night stay because we wanted to use it in conjunction with another trip we were planning. The person we spoke to when we called said we could not use it because we do not meet the minimum income requirement of $50,000. We were frustrated and upset because we'd told Robert and Pam that we did not meet the requirement, yet they still saw fit to sell us two allotments of points. We pulled out our contracts to review them in detail, at which we noticed several items of alarm:

1. *The amount charged to the Barclay card was $9,575, not $5,000.*
2. *The amount charged to the card was the down payment and not the full purchase price.*
3. *The price for the 15,000 additional points was $47,250, not $5,000 as we were led to believe.*
4. *The second contract did not replace the original contract, but was issued in addition to it.*
5. *We are unable to pay the costs for the contracts, as they far exceed our budgetary constraints and result in there being very little money for our needs related to our everyday lives. We fear damage to our near-perfect credit ratings, as well as the loss of our home and possessions.*
6. *The obligation to Diamond equates to 47.6% of our annual income, which is excessive in any situation.*

Annual Income	$26,000

	Monthly Loan Payment	Annual Loan Obligation (Pmt x 12)	Annual Maintenance Fee	Total Annual Obligation	Percentage of Total Income
Contract 17389202 - 02.20.16	194.12	2329.44	840	3169.44	12.2%
Contract 17405029 - 03.25.16	551.07	6612.84	2602	9214.84	35.4%
Totals	**$ 745.19**	**$ 8,942.28**	**$ 3,442.00**	**$ 12,384.28**	**47.6%**

7. *We are in a dangerous and damaging situation that we must get out of immediately.*

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We are absolutely astounded that Robert and Pam roped us into such a hugely unfavorable position. They took complete advantage of us and of our trust. We believed Robert when he told us of the vacations we would be able to take and we believed Pam when she said we'd been sold a bad deal. The cost of the second purchase was not fully revealed, nor was the fact that our second purchase was added on to the first, instead of replacing it. We CANNOT pay you nearly half of our income each year and we will not be forced to do so. We are standing up for our rights as consumers and fighting against the predatory and damaging tactics used by your agents. Even if you refuse to cancel the contracts and return our money, we will not be deterred. We will fight this to the very end, no matter what outside involvement is required or how long it takes. We are in the right and we will not be bullied by your company again.

Sincerely,

Thomas Brissel

Irene Brissel

MARK A. SEARS MY COMMISSION EXPIRES March 15, 2018 #FF 100140 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

MARK A. SEARS MY COMMISSION EXPIRES March 15, 2018 #FF 100140 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

CC:

Pam Bondi, Attorney General, Florida
Adam Paul Laxalt, Attorney General, Nevada

NOTARY PUBLIC

Sworn to and signed before me, on this 20th *day of* APRIL, 2016.

Mark A Sears *Notary Public*

My Commission Expires: March 15, 2018

SEAL

Berssel
525 SE 124th Ave
Silver Spring Fl 34488

JACKSONVILLE
FL 320
11 APR '16
PM 2 L
7015 3010 0000 2031 0034

$6.68
US POSTAGE
FIRST-CLASS
071V00809932
34470
000003706

CS

Office of Attorney General
STATE of Florida
The Capitol PL-01
Tallahassee, Fl 32399-1050

33

32399105099

ATTN: PAM Bo

April 26, 2016
CS/travel

This is a letter of protest regarding a filling of illegal charges to a Master Card in my name, and the card was never activated. This was done by

Diamond Resorts International
10600 W. Charleston Blvd.
Las Vegas, Nevada 89135-1014
Tele 877-848-2795

In March, 2016, I stayed at Cypress Pointe in Orlando, Florida, a Diamond Resort Time Share. I was called on the second day to come to a meeting and review my Time Share Account. Ms. Carmen Thorton was the Diamond Representative I talked to. After an hour and a half, Ms. Thorton presented a new package of Diamond Resort Points to me. I told her I did not want to purchase any points. Ms. Thornton erased off the dollar amount from the proposal sheet, and asked me to sign for a no sale. She left and Charley Witherspoon came and sat down with me. He was aware I was not buying any Diamond Resort Points. He then offered a Master Card Charge. He said if I purchased items on this card it would earn money towards maintenance fees for Diamond resort. Nothing was ever discussed regarding a Diamond Resort Sample package for $2995.00. Three Weeks later I recieved a bill (enclosed) for a Diamond Resort Sample package, which I never purchased. The only thing I agreed to was the Diamond Resort Master Card. The Master Card arrived at my home, with the Account number and Card number the same. The Master Card was not activated!! Sept I received a bill for $2995.00. I have no idea why I am receiving this bill, for something I never agreed to.

Calls have been made to Mr. Witherspoon on April 16, 2016, which the lady answering the phone said he was with a customer and would call back, April 17, 2016, April 18, 2016, with messages to return the call. He never responded.

I never signed anything for a Diamond Resorts Sample package. I do not want this package and want it removed immediately from Diamond Resorts Card Services, Master Card

Wilbur Beck
2999 Mc Keachie
White Lake, Mich 48383

CC: Attorney General of Florida
CC: Better Business Bureau
CC Consumer Financial Protection

DIAMOND RESORTS INTERNATIONAL®

Payment Due Date	**May 05, 2016**
Minimum Payment Due	$29.95
Previous Balance	$0.00
Statement Balance	$2,995.00

Diamond Resorts International® World MasterCard® Statement

Issued by Barclaycard
Primary Account Number Ending in [redacted]
Statement Billing Period: 03/14/16 - 04/08/16

Questions? Call 866-761-3964
BarclaycardUS.com

Account Summary

Minimum Payment Due	$29.95
Payment Due Date	05/05/16
Statement End Date	04/08/16
Revolving Line	$13,000.00
Available Revolving Line	$10,005.00
Cash Credit Line	$5,200.00
Available Cash Line	$5,200.00
Past Due Amount	$0.00
Overlimit Amount	$0.00

Activity Summary

Previous Balance	$0.00
- Payments	$0.00
+ Purchases	$2,995.00
- Other Credits	$0.00
+ Balance Transfers	$0.00
+ Cash Advances	$0.00
+ Fees Charged	$0.00
+ Interest Charged	$0.00
Statement Balance	**$2,995.00**

Payment Information

Statement Balance	$2,995.00
Minimum Payment Due	$29.95
Payment Due Date	5/5/2016

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to $37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	14 years	$5,744.00
$100.00	3 years	$3,600.00 (Savings = $2,144.00)

If you would like information about credit counseling services, please call 800-570-1392.

*Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to BarclaycardUS.com.

Detach here. Please make checks payable to "Card Services" and include this payment coupon in the enclosed envelope. Please allow 7-10 days for U.S. Postal Service delivery.

Payment Coupon

Make payments online at BarclaycardUS.com

☐ Check for address change. Complete form on the back.

Amount Enclosed: $

Account Number	[redacted]
Minimum Payment Due	$29.95
Statement Balance	$2,995.00
Payment Due Date	**May 05, 2016**

DIAMOND RESORTS INTERNATIONAL®
Card Services
P.O. Box 60517
City of Industry, CA 91716-0517

MB 01 005435 44395 B 23 A
WILBUR KEITH BECK
2999 MCKEACHIE RD
WHITE LAKE MI 48383-1938

[redacted]

DIAMOND RESORTS INTERNATIONAL®

Diamond Plus Points™ Rewards Summary

Beginning Diamond Plus Points™ Balance		0
Diamond Plus Points™ Earned This Period for qualified purchases at a Diamond Resorts managed property (2 Points per $1 spent)*	+	0
Diamond Plus Points™ Earned This Period on purchases Everywhere Else (1 Point per $1 spent)*	+	0
Bonus Diamond Plus Points™*	+	0
Barclaycard Rewards Boost	+	0
Diamond Plus Points™ Redeemed This Period	-	0
Adjustments	+	0
Diamond Plus Points™ Ending Balance	=	0

Get the most from your Diamond Plus Points™ Rewards Program

Remember, every time you spend $2,000 in purchases with your Diamond Resorts World MasterCard® you automatically earn an additional 500 Diamond Plus Points.™*

**(excludes Diamond Resorts International® down payments)*

Activity for WILBUR KEITH BECK - card ending in [redacted]

Purchases

Trans Date	Posting Date	Transaction Description			Amount
03/14	03/16	DIAMOND RESORTS SAMPLE **Promotional Purchase**	ORLANDO	FL	$2,995.00
		Total Purchase Activity			**$2,995.00**

Summary of Fees and Interest

Fees Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Fees for this Period	**$0.00**

Interest Charged

Trans Date	Posting Date	Transaction Description	Amount
		Total Interest for this Period	**$0.00**

Year-to-Date Summary of Fees and Interest Charged*

Total Fees charged in 2016	**$0.00**	**Total Interest charged in 2016**	**$0.00**

*This Year-to-Date Summary reflects the Fees and Interest charged on billing statements with closing dates in 2016. The Summary does not reflect any fees or interest adjustments and/or credits that have been made.

Interest Charge Calculation - 30 Days in Billing Cycle

	Promotional Rate End Date	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
Purchases				
Current Purchases	---	$0.00	15.24%(v)	$0.00
Promotional Purchase	11/08/16	$2,595.66	0.00%	$0.00
Balance Transfers				
Current Balance Transfers/Checks	---	$0.00	15.24%(v)	$0.00
Cash Advances				
Current Cash Advance	---	$0.00	25.49%(v)	$0.00
Total				**$0.00**

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v)=Variable Rate

W K Beck
2999 McKeachie Rd
White Lake, MI 48383-1938

CERTIFIED MAIL®

7015 0640 0002 4700 6271

1000

32399

U.S. POSTAGE
PAID
WHITE LAKE, MI
48383
APR 26 '16
AMOUNT
$3.77
R2304E105057-02

Pam Bondi
Attorney General State of Florida
The Capitol PL-01
Tallahassee, Florida
32399-1050

32399105099

CS/Jrame

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs. (Mr) Esposito Armand Last Name, First Name, Middle Initial	Diamond Resorts International Name/Firm/Company
6449 St Phillips Rd Mailing Address	10600 West Charleston Blvd Mailing Address
Linthicum Anne Arundel City, County	Las Vegas City, County
MD 21090 State, Zip Code	Nevada 89135 State, Zip Code
410 859 0490 Home & Business Phone, including Area Code	702-473-7645 X 79670 Business Phone, including Area Code
armand_esposito@comcast.net Email Address	www.DiamondResorts.com Business Email or Web Address

Product or Service involved: Dispute re Date Rescission Request Amount Paid: $ 27,000

Date of Transaction: Jan 6 2016 I was contacted by: ____ Telephone ____ Mail ____ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☒ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

Diamond Resorts is not recognizing that we timely filed a rescission request to contract no. 17367402 based on when we received the contract papers. My account no. is 24351605 and their tracking no. is US-2016-0015987. We signed the contract in Miami Jan 6. Since we were a couple days from starting a week long cruise we asked them to mail the contract papers to our home. They agreed with no conditions. However the papers were not FedEx'd until the end of January just as Baltimore was hit with a 30 inch snow storm so the papers did not arrive until Jan 27 and my rescission request was delivered February 5. This was in the 10 day period after the papers were received per Florida law and Diamond's contract so we are asking your assistance in getting them to adhere to Florida law and acknowledge my rescission request was submitted timely and to act on it accordingly. I've attached background supporting materials.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Armando Esparto Date: 5/4/2016

21. STATE SPECIFIC PROVISIONS:

(a) Refund Upon Cancellation. In the event that Purchaser cancels this Agreement during the Cancellation Period, Seller will refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser the total amount of any and all payments made by Purchaser under this Agreement and such refund shall be made by Seller or Escrow Agent within twenty (20) calendar days after Seller's actual receipt of Purchaser's written notice of cancellation, or within five (5) calendar days after Seller's or Escrow Agent's receipt of funds from Purchaser's cleared check, whichever is later.

(b) Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

(c) Public Offering Statement. **Seller is required to provide the Association with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the Association for inspection as part of the books and records of the Association.**

(d) Rescission Rights. **You may cancel this Agreement without any penalty or obligation within 10 calendar days after the date you sign this Agreement, or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services, 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the day and year first written above.

Armand Esposito Jr.
Signature: **Armand Esposito Jr.**

Kathleen Harriet Esposito
Signature: **Kathleen Harriet Esposito**

Street Address: **6449 Saint Phillips Road**
City, State, Zip Code: **Linthicum AA, Maryland 21090**
Home Telephone Number: **410-859-0490**
Business Telephone Number:
E-Mail Address: **armand_esposito@comcast.net**

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address:

Signature:

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company,
a Delaware corporation, its sole manager

By:
Authorized Representative
MADLIN ALCARAZ
Printed Name
01-06-15
Acceptance Date
Elgin - 25502 Davis
Sales Agent (Print)

REV. 7-23-2014

XFINITY Connect **armand_esposito@comcast.net**
± Font Size -

Case # US-2016-0015987 | Armand Esposito Jr. and Kathleen Harriet Esposito Lead Number: 61-4515609

From : Michelle Gross <Michelle.Gross@diamondresorts.com> Tue, Mar 29, 2016 10:20 PM

Subject : Case # US-2016-0015987 | Armand Esposito Jr. and Kathleen Harriet Esposito Lead Number: 61-4515609

To : 'admin@diamondresorts.i-sight.com' (admin@diamondresorts.i-sight.com) <admin@diamondresorts.i-sight.com>, armand esposito <armand_esposito@comcast.net>

Dear Armand Esposito Jr. and Kathleen Harriet Esposito,

Thank you for contacting Diamond Resorts International®. We received your letter requesting to cancel contract # 17367402, US Collection for 22,000 points, purchased on January 06, 2016, stating that you were not aware of the amount of maintenance fees invoiced yearly in association with this contract and you were not provided with the rescission period and cancellations instructions in order to cancel this contract.

We have reviewed your contract and account. Your initials and signatures confirm that you were aware of the rescission period in order to cancel this contract. Furthermore, you also initialed and signed that you understood the estimated amount you will be invoiced for maintenance fees in association with this contract.

We cannot cancel this contract based on your claims. You did not cancel this contract within the rescission period and you remain responsible for the financial obligations associated with this contract.

Please let me know if I can be of further assistance.

Sincerely,
Michelle Gross

Michelle Gross | Hospitality Management, Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. 79670 | Fax: 702.240.2576

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Please consider the environment before printing

XFINITY Connect **armand_esposito@comcast.net**
+ Font Size -

Re: Case # US-2016-0020348 |Armand Esposito Jr. and Kathleen Harriet Esposito Lead Number: 61-4515609

From : Armand Esposito <armand_esposito@comcast.net> Wed, Apr 06, 2016 03:41 PM

Subject : Re: Case # US-2016-0020348 |Armand Esposito Jr. and Kathleen Harriet Esposito Lead Number: 61-4515609 3 attachments

To : Michelle Gross <Michelle.Gross@diamondresorts.com>

Cc : 'admin@diamondresorts.i-sight.com' (admin@diamondresorts.i-sight.com) <admin@diamondresorts.i-sight.com>

Michelle
Thanks for the prompt reply. I've attached documents as follows:
Doc 0048 shows Diamond mailed the documents on or about Jan 23 by FedEx. That day Baltimore was getting hit with what became a 30 inch snow storm as subsequent comments show. As a result FedEx was not able to deliver the documents until the afternoon of Jan 27 which I promptly reported to Diamond.
Doc 0049 shows Diamond received my notice the same day re the document delivery.
Doc 0050 is the FedEx report that my rescission request was delivered to Diamond on Feb 5, or nine days after we received the contract documents. That puts the request within the ten days from receiving the final documents per the contract language on page 9.
Let me know if you need any additional materials or information.
Armand Esposito
410-859-0490
----- Original Message -----
From: Michelle Gross <Michelle.Gross@diamondresorts.com>
To: 'admin@diamondresorts.i-sight.com' (admin@diamondresorts.i-sight.com) <admin@diamondresorts.i-sight.com>, armand esposito <armand_esposito@comcast.net>
Sent: Tue, 05 Apr 2016 18:04:32 -0000 (UTC)
Subject: Case # US-2016-0020348 |Armand Esposito Jr. and Kathleen Harriet Esposito Lead Number: 61-4515609

Dear Armand Esposito Jr. and Kathleen Harriet Esposito,

Thank you for responding to my regarding your request to cancel contract # 17367402. You asked for the rescission period in association with this contract.

I have attached a copy of the contract. Please review page 9, you will find the rescission period and the cancellation instructions.

If you requested to cancel this contract within the rescission period, please send me the supporting documentation for review.

Sincerely,

Michelle Gross

Michelle Gross |
Hospitality Management, Specialist | Diamond Resorts International® | Tel:
702.473.7645 ext. 79670 | Fax:
702.240.2576

XFINITY Connect Doc 48 **armand_esposito@comcast.net**
+ Font Size -

RE: From Armand Esposito Re: CSB.FedEx

From : Armand Esposito <armand_esposito@comcast.net> Wed, Jan 27, 2016 09:43 PM

Subject : RE: From Armand Esposito Re: CSB.FedEx

To : Belkis Terrero <Belkis.Terrero@diamondresorts.com>

Cc : Clark, Jr., Wayne <Wayne.ClarkJr@diamondresorts.com>

Just to let you know the package arrived this afternoon. Roads here are pretty much open now so traffic and mail is beginning to move. Almost 50 degrees right now so the snow piles are starting to melt
----- Original Message -----
From: Belkis Terrero <Belkis.Terrero@diamondresorts.com>
To: 'Armand Esposito' <armand_esposito@comcast.net>
Cc: Clark, Jr., Wayne <Wayne.ClarkJr@diamondresorts.com>
Sent: Mon, 25 Jan 2016 16:09:36 -0000 (UTC)
Subject: RE: From Armand Esposito Re: CSB.FedEx

Mr. & Mrs. Esposito

Good morning

sorry for the delay it was send to be there for next day express mail

Thanks

From: Armand Esposito [mailto:armand_esposito@comcast.net]

Sent: Monday, January 25, 2016 10:48 AM
To: Terrero, Belkis
Cc: Clark, Jr., Wayne
Subject: From Armand Esposito Re: CSB.FedEx

Thanks. Be interesting to see when it gets here as spent yesterday digging out from 30 inches of snow. Traffic starting to move but a rumor that no mail/deliveries again today

Belkis Terrero |
Contracts Manager & Quality Assurance Officer
| Crescent Resort on South Beach | Diamond Resorts International® | Tel:
305-531-5197 EXT: 4 | Mobile:
786-499-7061

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----- Original Message -----

From: Belkis Terrero <Belkis.Terrero@diamondresorts.com>

To: 'armand_esposito@comcast.net' <armand_esposito@comcast.net>

Doc to Fed Ex

Sent: Sat, 23 Jan 2016 16:43:29 -0000 (UTC)

Subject: CSB.FedEx

Mr. & Mrs. Esposito

Your FedEx is on the way . With your copies end books

XFINITY Connect DOC 0049 **armand_esposito@comcast.net**
± Font Size -

RE: From Armand Esposito Re: CSB.FedEx

From : Belkis Terrero <Belkis.Terrero@diamondresorts.com> Wed, Jan 27, 2016 09:57 PM

Subject : RE: From Armand Esposito Re: CSB.FedEx

To : 'Armand Esposito' <armand_esposito@comcast.net>

Cc : Clark, Jr., Wayne <Wayne.ClarkJr@diamondresorts.com>

Good after noon
Well I'm glad you have it and hope the weather gets better
If you need anything please don't hesitate to call or email me ,have a great one .
Thank you
Belkis T

Sent: Monday, January 25, 2016 10:48 AM
To: Terrero, Belkis
Cc: Clark, Jr., Wayne
Subject: From Armand Esposito Re: CSB.FedEx

Thanks. Be interesting to see when it gets here as spent yesterday digging out from 30 inches of snow. Traffic starting to move but a rumor that no mail/deliveries again today

Belkis Terrero |
Contracts Manager & Quality Assurance Officer
| Crescent Resort on South Beach | Diamond Resorts International® | Tel:
305-531-5197 EXT: 4 | Mobile:
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Belkis Terrero | Contracts Manager & Quality Assurance Officer | Crescent Resort on South Beach | Diamond Resorts International® | Tel: 305-531-5197 EXT: 4 | Mobile: 786-499-7061

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----- Original Message -----
From: Belkis Terrero <Belkis.Terrero@diamondresorts.com>
To: 'armand_esposito@comcast.net' <armand_esposito@comcast.net>
Sent: Sat, 23 Jan 2016 16:43:29 -0000 (UTC)
Subject: CSB.FedEx
Mr. & Mrs. Esposito
Your FedEx is on the way . With your copies end books
Was waiting for you to be home
Thank you

Documents with Fed EX

Belkis Terrero |

782307304793

Ship date:
Thu 2/04/2016

Linthicum, MD US

Delivered

Signed for by: D.WILLIAMS

Actual delivery:
Fri 2/05/2016 9:42 am

Las vegas, NV US

Travel History

Doc 50

▲ Date/Time	Activity	Location
▬ 2/05/2016 - Friday		
9:42 am	Delivered	Las vegas, NV
8:20 am	On FedEx vehicle for delivery	LAS VEGAS, NV
7:22 am	At local FedEx facility	LAS VEGAS, NV
5:23 am	At destination sort facility	LAS VEGAS, NV
4:08 am	Departed FedEx location	MEMPHIS, TN
▬ 2/04/2016 - Thursday		
11:37 pm	Arrived at FedEx location	MEMPHIS, TN
8:45 pm	Left FedEx origin facility	LINTHICUM HEIGHTS, MD
11:39 am	Picked up	LINTHICUM HEIGHTS, MD
10:49 am	Shipment information sent to FedEx	

Shipment Facts

Tracking number	782307304793	**Service**	FedEx Standard Overnight
Weight	0.5 lbs / 0.23 kgs	**Delivered To**	Shipping/Receiving
Total pieces	1	**Total shipment weight**	0.5 lbs / 0.23 kgs
Terms	Shipper	**Packaging**	FedEx Envelope
Special handling section	Deliver Weekday. No Signature Required		

XFINITY Connect **armand_esposito@comcast.net**
± Font Size -

armand_esposito@comcast.net Armand Esposito Jr. and Kathleen Harriet Esposito Lead Number: 61-4515609

From : Michelle Gross <Michelle.Gross@diamondresorts.com> Thu, Apr 21, 2016 06:07 PM

Subject : armand_esposito@comcast.net Armand Esposito Jr. and Kathleen Harriet Esposito Lead Number: 61-4515609

To : 'admin@diamondresorts.i-sight.com' (admin@diamondresorts.i-sight.com) <admin@diamondresorts.i-sight.com>, armand esposito <armand_esposito@comcast.net>

Dear Armand Esposito Jr. and Kathleen Harriet Esposito,

Thank you for speaking with me today regarding your request to cancel contract #17367402, purchased at the Crescent South Beach on January 06, 2016, stating that your original request to cancel this contract was in the rescission period, as you did not received your contractual documents until after the rescission period.

Your request to cancel this contract has been denied. Your request to cancel this contract would need to be received by January 17, 2016. You sent your request on February 04, 2016, well past the rescission date.

Please be advised you are still obligated for all financial responsibilities associated with contract #17367402. I hope all goes well with you and your family. Please feel free to email me directly for any further inquiries regarding this issue.

Sincerely,
Michelle Gross

Michelle Gross | Hospitality Management, Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. 79670 | Fax: 702.240.2576

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Please consider the environment before printing

Mr. Armand Esposito
6449 Saint Phillips Rd
Linthicum Hts, MD 21090

UNITED STATES POSTAL SERVICE

1000

32399

U.S. POSTAGE
PAID
LINTHICUM HEIGHTS, MD
21090
MAY 04 16
AMOUNT
$0.68
R2305H111784-17

Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, Florida
32399-1050

CS/Timeshare

LAW OFFICES OF
VALENTINE & VALENTINE, P.C.

May 12, 2016

VIA CERTIFIED AND US MAIL
Brian J. Scroggs
Vacation Consulting Services
729 W. Center Circle, Suite 101
Nixa, MO 65714

Eddie Balderas
The Transfer Group, L.L.C.
729 Center Circle, Suite 101
Nixa, MO 65714

Florida Vacation Villas Club
2777 N. Poinciana Blvd., #124
Kissimmee, FL 34746

Destiny Resort Solutions- VCS
3000 Green Mountain Drive
Branson, MO 65616

RCI Elite Rewards Master Card
Barclays Bank Delaware
P.O. Box 8801
Wilmington, DE 19801

RE: RESCISSION OF TIMESHARE TRANSFER AND PURCHASE
VIA RCI ELITE REWARDS MASTER CARD # XXXX XXXX XXXX [redacted]

Dear Ladies and Gentlemen:

Please be advised that this firm represents Walter J. Kurtz and Patricia E. Kurtz.

On April 7, 2016 our clients attended a meeting in Tucson, Arizona held by Vacation Consulting Services representatives Joe Blasingim and Eddie Balderas in order to obtain information about selling their Diamond Resort timeshare at Los Abrigados, Sedona, AZ.

ph. 520.498.0088 • fax 520.498.0092 • 6831 North Oracle Road, Suite 145 • Tucson, AZ 85704

After sitting through several hours of the presentation, our clients executed documents believing that they sold their interest in the Diamond Resorts timeshare. Our review of the documents indicate that they in fact signed documents to purchase an interest in the Florida Vacation Villas Club by way of a RCI Elite Rewards Master Card issued to Walter J. Kurtz.

Enclosed, for your review, is a letter from Dr. Steve Cohen attesting to the fact that Walter J. Kurtz is legally blind and a letter from Dr. L. Roderick Anderson attesting to the fact that Walter J. Kurtz suffers from dementia. Walter J. Kurtz did not possess the legal capacity to execute any of the contracts.

This is a demand that the transaction be rescinded and the RCI Elite Rewards Master Card issued to Walter J. Kurtz be cancelled.

We appreciate a prompt response from you or your counsel.

Sincerely,

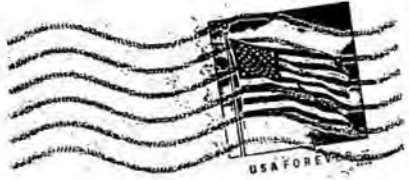
VALENTINE & VALENTINE, P.C.

Catherine M. Keenan
CMK:smj
Enclosures

c: Clients
Arizona Attorney General
Florida Attorney General
Missouri Attorney General
Delaware Attorney General

LAW OFFICES OF
VALENTINE & VALENTINE, P.C.
6831 N. Oracle Road, Suite 145 • Tucson, AZ 85704

PHOENIX AZ 852
16 MAY 2016 PM 3 L



Office of Attorney General
State of Florida
The Capitol, PL-01
Tallahassee, FL 32399-1050

32399-105099

CS Hrand

William and Kiana Byrnes
4020 Sioux Ct.
Granbury, TX 76048
Byrnes44@gmail.com

Rcvd from Gen Cnsl

June 14, 2016

Dear Sirs:

We are contacting your agency in efforts to first, make you aware that we and our family have experienced a great injustice as well as been given misinformation concerning the sale and or purchase of a timeshare, and secondly, to ask for your assistance to resolve the matter. Diamond and its "affiliates" or "sales team" knowingly misled us during multiple meetings and told us that an ownership with their company would afford us certain amenities that they have now proven that they are not able to provide. They further misrepresented the documents we signed by stating one thing and the documents outlined something else entirely. We have determined their actions are unjust and furthermore fraudulent.

During our ownership with Diamond we have spoken to numerous sales staff members but specifically recall David Dunn and Mark Barbi. Both of these gentlemen and others told us that we could lower costs by "upgrading" or enrolling into a "new program" etc. This is false as the maintenance fees only went up with every change that was made. It was emphasized that the value of Diamond properties is always going up and that it is an investment. Diamond told us we could refinance with our bank to secure a better interest rate, however after much research and disappointment, this is also false as no banking institution loans against timeshare as they stated they would. Banking institutions told me that they do not loan against timeshare because they hold no value and have no collateral. This is completely opposite from what Diamond told us. During the presentations the staff showed us graphs and potential rental and resale values, vacation bookings, etc. however, they would not allow us to keep any of this paperwork and took it from us and disposed of it. We were told if we didn't upgrade or enroll into a new program we could lose amenities and or the maintenance fees and yearly assessments would increase drastically. We were told that ownership with Polo Towers was switching to points and we absolutely needed to switch if we wished to continue using our membership. This time in particular the salesman came to our home. We weren't even on vacation and they came to our home! As if the hounding calls and room visits while you are on vacation aren't enough, now they just show up at my house. The rental idea was also a BIG selling point and it was discussed more than anything else during the presentations. The idea that we could simply rent the weeks and that the income from this would cover our costs seemed all too easy. When we then inquired about doing this we then learned there were fees to rent your timeshare that had to be paid up front and Diamond wasn't even renting them for us! We had to contact a rental company and pay fees for them to rent our points. This was never discussed and had we known there were fees and outside companies we would not have done any of this. We tried to rescind one of our contracts and instead of simply allowing us to turn it back in, we sat in

another meeting for hours listening to how that turning it back in was a huge mistake and that we shouldn't do that. They made us feel stupid for even suggesting rescinding and never once offered a form for us to return it as they stated could be easily done. I was tired of the hassling and pressure I was being subjected to and feared that continuing to ask for the proper forms would only result in hours of continual badgering. We had already wasted an entire day in a meeting like that and wasn't about to waste a second. Plus our nerves and bodies couldn't handle any more of that kind of intense pressuring. Another point that is stressed during presentations is that with Diamond you have options to travel all over the world and you can easily schedule those places at the times you want. This is completely false as we have tried many times to schedule in places we want as far as a year in advance and were told the resorts we wanted were affiliates and that Diamond had no control over availability. How that makes any sense I do not know, but, if they can't guarantee the travel they tell you you need the additional points for and or you must be at a certain level for, this is fraud. We were told countless times that we needed just a few more thousand points to really gain all the benefits we wanted with booking the vacations where and when we wanted etc. Numerous salesman told us they would help us use these benefits but after the sale was over, they would not contact us and Diamond customer service had no clue what we were talking about and or could assist us. The maintenance fees kept increasing no matter where they said to switch ownership to or what collection we purchased in. It was simply a lie to get us to buy.

We are asking that you fully investigate their business, staff, and practices as we feel a complete cancellation of our contracts and refund of our money is due to us. Since we sent a letter to their corporate offices in April, we have only received billing statements, past due notices, and no resolution. We did stop payments and informed them we were doing so because of the misinformation and lies we experienced. They have since neglected to contact us with any resolution and often call 8 times or more a day for payment and when we state why we are not paying, they say there is nothing that can be done. We find this to be untrue as a simple search on google concerning the complaints against Diamond and or their ability to resolve such matters is clearly listed. We appreciate your consideration and assistance.

Sincerest Thanks,

William & Kiana Byrnes

W. T. Byrnes
4020 Sioux Ct
Granbury TX
76048

NORTH TEXAS TX P&DC
DALLAS TX 750
20 JUN 2016 PM 4 L

Office of Attorney General - Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, Fl.
32399

32399999999

CS/ Income
SB

June 26, 2016

To Whom It May Concern,

My wife and I would like to request your collaboration with a dispute that we have begun with Diamond Resorts. Their entire team has misrepresented information regarding our timeshare contract. Isn't that also known as fraud? We will provide a copy of a notice sent to them on May 27th, 2016, where we sought for our timeshare contract to be cancelled and that they return all the payments that were made during the past 25 years. We feel like they only want our money and do not care about providing or meeting the promises that they sell you at the meetings that they make sure you attend and do not miss. They forced us into changing to points from our fixed weeks agreement we had in place. Their reasoning was that everyone was doing it and that deeded timeshares would not be tradeable. While we were on fixed weeks from 1992 until 1998, our fees only went up about $50 from $325 to $376. And ever since we converted to points our fees started going up after we were told they had not gone up in years nor mentioned that they would. We are now paying $4,817.42 of maintenance fees and that's aside from the mortgage payment. We wouldn't mind paying the fees if they correlated with the service level that they could provide. But the truth is that they do not provide even the most minimal of service.

Their purpose in their meetings is to wear you down to where you give in to them. They lead you to believe that better booking power and ability to book flights and cruises are part of your benefits. But no better benefits result from these upgrades other than their benefit of making more money off of us. We have yet to vacation where we have desired. Diamond Resorts are never available.

We feel trapped with no way out. They have not answered to our request which is no surprise. Can you help us out?

Ray and Mary Cossart
2908 Blythe Road
Waxhaw, NC 28173
704-307-8934 Cell

May 27, 2016

Diamond Resorts
10600 West Charleston Blvd.
Las Vegas, NV 89135

To Whom It May Concern,

My wife and I purchased two fixed weeks, one in 1992 and another in 1998. We in turn were convinced to upgrade to points trading in our fixed weeks and purchasing additional points in 2007. And on two other occasions, 2014 and 2015, were told we need to increase our points to receive better benefits. We feel we were forced into something we really did not need.

When we went to the presentations for the two fixed weeks we were told the locations were ideal and we would not have issues trading them for other weeks at other resorts that were "just as nice". Trading became very difficult because there were no availabilities in the locations we choose to vacation. When we did trade to another destination we felt that destination was not as nice as what we purchased.

We converted to points because "things would be better and points are the way to go". That has proven not to be true as well. When Diamond is confronted with this they say "you have up to 13 months out to book vacations and you should do that". When I have looked there is nothing available for the places we wanted to stay, in the times of the year we can vacation due to having a child in school. We are limited to Spring break and Summer time.

We were given a bonus of 8,500 points in 2015 to use within a 12 month period, which we never had the time to use them and they have since expired. Unknown to us we paid amenities on those points. We own 29,000 points but paid amenities for 37,500. We were not told about this. Our amenities doubled in one year.

The tag team of sales representatives and the sales managers were not being straight up with us and painted a very rosy picture of how good all this would be for us. So we feel we were misled about timeshares in general and we feel trapped in them with no way out.

With that said:

1. We would like our current contract cancelled and are requesting a monetary refund for amenities and purchases of the past 25 years. Based on my calculations this amounts to over $100,000, $17,000 is still outstanding on the mortgage.
2. Payments have been stopped on the mortgage that was taken out last year for 8,500 points.
3. Also request you do no harm to our credit.
4. Would like resolution within 30 days.

Ray and Mary Cossart
2908 Blythe Road
Waxhaw, NC 28173
704-307-8934 Cell

Ray N. Cossart
2908 Blythe Rd.
Waxhaw, NC 28173

CHARLOTTE NC 282

27 JUN 2016 PM 6 L

Office of Attorney General - Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099

CS/travel
BL

ATTORNEY GENERAL OF MISSOURI
JEFFERSON CITY
65102

CHRIS KOSTER
ATTORNEY GENERAL

P.O.Box 899
(573) 751-3321

June 28, 2016

FL Office of Attorney General
PL-01 The Capitol
Tallahassee, FL 323991050

RE: Complaint No. CC-2016-05-012828 Ronald & Melody Bonar

Dear FL Office of Attorney General:

Please find enclosed a consumer complaint that was filed with the Missouri Attorney General's Office. After reviewing the information provided, it appears that the complaint does not fall within the jurisdiction of our office.

Therefore, we have forwarded the complaint on to you for further review.

Thank you for your assistance in this matter.

Sincerely,

Carol Griffith

Carol Griffith
Office of the Attorney General
Consumer Advocate
Consumer Protection Division
P.O. Box 899 | Jefferson City, MO 65102
Email: carol.griffith@ago.mo.gov
Phone: (573) 751-4237 | Fax: (573) 751-7948

Consumer Complaint No. CC-2016-05-012828 Details

Consumer Information

Name: Ronald & Melody Bonar

Address: 9524 Sunny Ln
Versailles, MO 65084

Primary Phone: (573) 378-4188 (Residential)

Secondary Phone: (573) 789-4606 (Cell)

Email: rmbonar@yahoo.com

Business Information

Business Name: Diamond Resorts

Address:
, MO

Phone: 4074652438

Fax:

Email: regulator.contact@diamondresorts.com

Website: Barbara.Kerchner@diamondresorts.com

Contact Person:

Complaint Information

Complaint Number: CC-2016-05-012828

Consumer Info: Over Age 60 Yes; Disabled: No; Veteran: No

Category: Travel/Timeshares - Timeshares

Transaction Date: 2/16/2016

Financial Loss: Yes; Sales Method: In Person; Payment Method: Credit Card; Amt Paid: 16871.00

Contract Signed: Yes; Contract Location: Branson; Contract Date: 2/16/2016; Copy of Contract: Yes

Brief description of complaint:

Consumer states, we have discovered both left out key documents with our signature on them that we have never gotten. We are sending letters to both timeshares to cancel contracts. Since FL. laws say we have 10 days after receiving all documents and we have not received all documents from either place. See supporting documents provided

Consumer has indicated that the following statements apply to this complaint:

- Consumer has taken these action(s): - Sent letter to business
- Consumer has contacted agencies:
- Consumer would like complaint resolved via: - Cancel - Refund

Printed 6/28/2016

Walk-In

Consumer Complaint Form

Missouri Attorney General
Chris Koster

ago.mo.gov
800-392-8222

If you would like to file a consumer complaint, please complete and mail this form to:
Missouri Attorney General Chris Koster • Consumer Protection Unit • PO Box 899 • Jefferson City, MO 65102

Information About Consumer

YOUR NAME First: Ranald + Melody Last: Bonar MI:

ADDRESS Street: 9524 Sunny Ln City: Versailles MO Zip: 65084 County: Morgan

E-MAIL: rmbonar@yahoo.com

PRIMARY PHONE NO. (573) 378-4188

SECONDARY PHONE NO. (573) 789-4606

ARE YOU 60 OR OVER? ☒ Yes ☐ No

ARE YOU DISABLED? ☐ Yes ☒ No

ARE YOU A VETERAN? ☐ Yes ☒ No

Information About Complaint

BUSINESS NAME: Diamond Resorts

DATE OF TRANSACTION/PURCHASE (MM / DD/ YYYY): 02/16/2016

AMOUNT PAID $ 13,591 3280 + interest + maintenance fees 16,871

BRIEFLY DESCRIBE YOUR COMPLAINT You may attach a separate sheet of paper if you need more space.

see 2 attached pages + other documents

ADDRESS Street: City: MO Zip: County:

BUSINESS PHONE NO. (407) 465-2438 ?? 1st 21 days

BUSINESS FAX NO. ( )

FINANCIAL LOSS? ☒ Yes ☐ No

IS CONTRACT SIGNED? ☒ Yes ☐ No

E-MAIL: ?

WEBSITE: ?

CONTACT NAME: Diamonds Resorts Int'l

CONTACT TITLE: ?

Modified April 2015

Consumer Complaint Form

Missouri Attorney General
Chris Koster

ago.mo.gov
800-392-8222

Information About Product or Service

PRODUCT OR SERVICE DISPUTED time share

PAYMENT METHOD ☐ Cash ☒ Credit Card ☐ Debit Card ☒ Loan ☐ Layaway ☐ Check ☐ Other

Information About Resolution

WHAT ACTION HAVE YOU TAKEN TO RESOLVE THIS COMPLAINT?

☐ No action taken ☐ Sent email to business ☒ Sent letter to business

☐ Filed a lawsuit ☐ Contacted a private attorney ☐ Filed a complaint with another agency

☐ Other (please explain) _____

HAVE YOU CONTACTED ANY OTHER AGENCIES?

☐ MO Department of Revenue ☐ Federal Trade Commission (FTC) ☐ Consumer Financial Protection Bureau (CFPB)

☐ Better Business Bureau ☐ MO Secretary of State ☐ Internet Crime Complaint Center (ICCC)

☐ Police Department (enter agency name) _____

HOW WOULD YOU LIKE YOUR COMPLAINT RESOLVED?

☒ Cancel ☒ Refund ☐ Deliver product

☐ Perform service ☐ Repair ☐ Replace/Trade

☐ Investigate business ☐ Other (please explain) _____

Your Verification

BY FILING THIS COMPLAINT, I UNDERSTAND THAT:

The Attorney General is not my private attorney, but enforces state consumer protection laws;
I would be willing to testify in court to the fact stated in this complaint;
A copy of this complaint will be provided to the merchant against whom I am filing this complaint; and
In accordance with Missouri law, consumer complaints are "public records," subject to public disclosure upon request. My complaint, including my name, address and related documents, may be provided pursuant to a Sunshine Law request.

RECEIVED
MAY 23 2016
MISSOURI ATTORNEY GENERAL

I ATTEST TO THE ACCURACY OF STATEMENTS MADE IN THIS COMPLAINT:

YOUR SIGNATURE Melody Bonar DATE ☐☐/☐☐/2 0☐☐
MM / DD / YYYY

Modified April 2015

To – Carol Griffith 5-23-16

From – Ronald & Melody Bonar
573-789-4606 (cell → 4 pm)
573-378-4188 (home)

Second of 2 time shares complaints. This one is with Diamond Resorts purchased on 2/16/2016. we are sandwiched between the two.

We have discovered both left out key documents with our signatures on them that we have never got'n. We are sending letters to both today time shares to cancel contracts. Since Fla laws say we have 10 days after receiving ALL documents and we ~~ha~~ have NOT received ALL documents from either place. please call

Ronald Bonar

Ronald + Melody Bonar

We were staying at Grande Villas, Orlando, FL (owned by Diamonds Resorts) and were invited to a presentation of their resort for 1½ hrs.

On Feb. 16th, we arrived at 12:00 pm and sales person talked to us for 1½ hours about traveling; then when we were ready to leave the sales pitch/ pressure started about going to Hawaii next Jan. & Feb. for only $4680. down and $19,470. Loan. We could stay 5 nights and 2 round trip air fare by buying 6500 points and Club combinations program get 8,740 CCOM points by booking our Bahamas timeshare week and turning it over to them. We said we could not afford $24,150. so they offered Diamond 4500 points and 8,740 Club combo points for $3,280 down + loan $13,591 = $16,871. We said we couldn't afford it, but she said it would include bonus points 3375 = 16,615 points and we could book next Nov/Dec for Jan/Feb, 2017 for only 2,000 pts/wk x 8 wks. = 16,000 points. We said we would think about it, but were told we had to say yes before we left. We said no, but the pressure mounted and they made the loan for 10 years for $216.94/ month, but 13.99% ($216.94 x 120 months = $26,032.80 in payments) plus $3,280. down = $29.312.80 total.

Finally, they said we would be Club combo forever, but silver first 2 years only Club combo was 8740 points + 4500 points + 3375 bonus points = 13,240 points after first year (6 weeks in Hawaii). Each year; no problem getting in; they had all kinds of inventory in Hawaii in Jan. & Feb. By 6 pm, we finally gave in and they took us to the paper signing with no chance to read anything other than dark or large print and the closer said she would make copies of ALL pages & give them to us. By Feb. 19th, we changed our minds & took a letter to cancel contract (10 days in FL) to the closers office and gave it to the lady, but she glanced at it and said she'd have to get her floor manager who came in and put the super high pressure to not cancel. (We had already handed it to the paper signer/ closer, but the manager picked it up and gave it back to us; absolutely no problem getting to Hawaii in Jan. & Feb. and we could afford $216.94/month. We left.

In March, when we got home a lady called us and said we needed to go for ½ week to a Diamond orientation/ training to learn more about the group, make reservations, and work with the system. We said we could do it as long as it was orientation/ training, 5/15 - 5/17 in Branson, MO, and it worked around our gardening.

We met with the manager on 5/16 and 5-10 minutes later we found out this was another sales pitch/pressure deal. This sales manager and his boss informed us what we were told in Fl was not all true and we would have to buy more points at a higher price per point. 4,000 more points - $201.17/month for 120 months at 14.777% + $3,012 down. For a total of $27,152.40 plus another $648. Maintenance fee/year plus 4,000 1st year bonus only and permanent silver membership in order to use the CCOM after 1st 2 years per company rules. SO one or both groups of sales people were lying and also this group showed us a document saying "CCOM forever; silver 2 years". We searched every paper we had been given in FL and since and this document was not among them so we should have 10 days after we get all of the documents pertinent to 2/16 so we are cancelling 1st contract also under FL law. Either the "10 day law ALL documents" or because one or

Ronald + Melody Bonar

both parties of sales personnel were not telling us the real truth.

Ron - I'm not 6'6' and 300 lbs. I can't just get up and leave. They won't let up until you sign their papers!!!

$29.312.80 + $27,152/40 = $56,465.20. We can't afford this. It is way out of our budget. Plus $1171. + $648 = $1,819. Maintenance fees each year forever.

Both Exploria/ Summer Bay and Diamonds had pertinent documents missing from what we were given at signing and we still haven't been given either document. Is this just a coincident or does this happen on a regular basis?

Diamond Resorts U.S. Collection
c/o Rescission Coordinator
Diamond Resorts Financial Services
10600 West Charleston Blvd.
Las Vegas, NV 89135

In reference to the purchase that we made on 2/16/2016 - Contract # 17383179 -

We have 10 days from receiving "the last of all documents" in which to exercise our notice to rescind. We are acting on our rights as provided in our contract under Florida state law. We have NOT received ALL documents!!!

When we attended one of your training sessions on May 16, 2016 in Branson, MO at "The Suites at Fall Creek, Branson, MO, we found out it was just another selling session. We were shown a document* from the 2/16/2016 session that we have NEVER received.

On this document were "CCOM forever" and "Silver level for 2 years" and our signatures so our "10 day" still is in play and we are hereby "cancelling this contract". We expect a full refund of all monies with this purchase within 10 days including cancelling all credit card charges and refunds and returning the maintenance/ Club fee of $1,171.09**. Sorry for any inconvenience, but your sales people were not honest and we can not afford two sales contracts of over $56,000.

Respectfully,
Ronald Bonar
Melody Bonar
Ronald & Melody Bonar
5/23/2016

*Your sales people in Branson just showed us this document several times, but didn't give it to us.

**Also 2 checks for $300.00 = $600.00
Also 2 checks for $216.94 = $433.88
$1033.88

Chase VISA credit card	...7596	$6,000.00 toward loan
Discover credit card	...2019	$7,537.10 toward loan
Barclay Master Card	...4599	$3,029.00 Down payment

21. STATE SPECIFIC PROVISIONS:

(a) Refund Upon Cancellation. In the event that Purchaser cancels this Agreement during the Cancellation Period, Seller will refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser the total amount of any and all payments made by Purchaser under this Agreement and such refund shall be made by Seller or Escrow Agent within twenty (20) calendar days after Seller's actual receipt of Purchaser's written notice of cancellation, or within five (5) calendar days after Seller's or Escrow Agent's receipt of funds from Purchaser's cleared check, whichever is later.

(b) Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

(c) Public Offering Statement. **Seller is required to provide the Association with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the Association for inspection as part of the books and records of the Association.**

(d) Rescission Rights. **You may cancel this Agreement without any penalty or obligation within 10 calendar days after the date you sign this Agreement, or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services, 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the day and year first written above.

x Ronald Bonar
Signature: Ronald Carl Bonar

Street Address: 9524 Sunny Lane
City, State, Zip Code: Versailles, Missouri 65084
Home Telephone Number: 573-378-4198
Business Telephone Number:
E-Mail Address: rmbonar@yahoo.com

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

x Melody Bonar
Signature: Melody Dianne Bonar

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address:

Signature:

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company,
a Delaware corporation, its sole manager

By:
Authorized Representative
MARIA ALCARAZ
Printed Name
2-16-16
Acceptance Date
Sheryl - 42338 Rotondi
Sales Agent (Print)

REV. 7-23-2014

2-19-2016

Diamond Resorts
U.S. Collection % Rescission Coordinator
Diamond Resorts Financial Services
10600 West Charleston Blvd.
Las Vegas, NV 89135

Dear Sir/Madam:

After looking over the complete Contract paperwork, we Ronald Carl Bonar + Melody Dilinne Bonar can not at this time take on this offer financially.

Therefore, we are letting you know we are cancelling Contract #1738379 within the 5 calendar days. Please let the credit card (#...4599) company know also and refund our deposit of $3280. back We are returning all paperwork and the i-pad given us on Tues. to the Preview Center.

We think Diamonds International is great! We just can't afford anymore time shares right now.

Thank you for your time and consideration.

Ronald Bonar (Ronald Bonar)
Melody Bonar (Melody Bonar)

DIAMOND RESORTS
INTERNATIONAL

THE CLUB COMBINATIONS℠ TERMS AND CONDITIONS

On behalf of THE Club (operated by Diamond Resorts International Club, Inc. ("**DRIC**")) we welcome you to THE Club Combinations program (the "**Program**"). To help assure your understanding, please review these Terms and Conditions and initial each of the following items where indicated. Unless otherwise defined, capitalized terms have the meaning given to them in THE Club Articles.

Qualifying Interest

To be eligible for the Program, you must purchase at least 50% of the declared amount of Points which you intend to deposit into the Program today and you must qualify (or have purchased enough Points, including your assigned Club Combination Points to qualify) for loyalty level status in THE Club. Because you have purchased **4500** Collection Points today, each Use Year you will be allowed to assign to THE Club the use and occupancy rights you own associated with _____ timeshare ownership interest ("**Qualifying Interest**") located within a resort property, that is not a boat or campground, which is affiliated with II or RCI ("**Qualifying Resort**") in exchange for Points in THE Club. A Qualifying Interest is a timeshare interest you own in a Qualifying Resort and which falls into one or more of the following three categories ("**Participation Categories**"): (i) an independent resort property or multisite vacation ownership plan that is not affiliated with THE Club through an affiliation agreement or otherwise; (ii) a resort property which may be affiliated with THE Club but does not allow owners within such resort to convert their timeshare interests into THE Club pursuant to restrictions set forth in the controlling affiliation agreement or other document governing such resort, or (iii) is not managed by Diamond Resorts Management, Inc. or Resort Management International, Inc. **Each use year, you remain liable for the ownership of your Qualifying Interest, as well as any and all maintenance fees due, taxes, assessments and/or loan obligations related to it.**

Points Valuations

The Point values allocated to your Qualifying Interest are established based upon the Qualifying Resort's seasonality and unit size at the time of deposit as designated by II or RCI and as published on THE Club Combinations Points Valuation charts below. THE Club Combinations Points Valuation charts may be modified by THE Club in its sole discretion without prior notice.

THE Club Combinations Resort Points Valuation

Season	Hot/Eff	Studio	1-Br	2-Br	3-Br	4-Br
Low	2,000	2,250	3,000	4,000	5,000	5,500
Mid	3,000	3,500	4,750	6,250	7,500	8,250
High	4,000	5,500	6,500	8,500	10,000	11,500

THE Club Combinations Points Club Points Valuation

NON DRI Points Club	DRI Points Conversion
Wyndham Club Access	0.05
WorldMark by Wyndham	0.9
Marriott Vacation Club	2.7
Shell Vacations	1.9
BlueGreen	0.6
Hyatt	4.7

NON DRI Points Club	DRI Points Conversion
Holiday Inn – Orange Lake	0.07
Festiva	1.3
RCI Points	0.23
Disney Vacation Club	17.3
Global Vacation Club	4,760

THE Club Combinations℠ Exchange Form

ONE EXCHANGE FORM PER ACCOMMODATION/WEEK.

Owner Information

FIRST NAME: Ronald & Melody
LAST NAME: Bonar
ADDRESS: 9524 Sunny Ln.
CITY: Versailles
STATE: MO
ZIP: 65084
HOME PHONE: 573·378·4188
WORK PHONE: same
FAX:
THE CLUB® MEMBER #:
E-MAIL: rmbonar@yahoo.com

Accommodation Authorization Information

The following resorts qualify for exchange: Interval International® or RCI® resorts. In addition, the manager of THE Club® reserves the right to accept or deny any exchange.

I authorize THE Club® at Diamond Resorts International® to verify my accommodation/week information at:

RESORT NAME: Ocean Reef ~~Yacht~~ Yacht Club
RESORT CODE:
RESORT PHONE:
RESORT FAX:
RESORT ADDRESS:
RESORT CITY: Freeport
STATE: Grand Bahamas
ZIP:

AFFILIATION (CHECK ONE): ☐ Interval International® ☒ RCI®

ARRIVAL DATE (MM/DD/YYYY):
DEPARTURE DATE (MM/DD/YYYY):

SEASON (CHECK ONE): ☐ HIGH ☐ MID ☐ LOW

ARRIVAL YEAR:
CONFIRMATION NUMBER:

Exchange forms should be submitted no less than 6 months and no more than two years from the arrival date.

ACCOMMODATION #:

ACCOMMODATION TYPE: ☐ Efficiency/Hotel ☐ 1 Bedroom ☐ 3 Bedroom ☐ Studio ☐ 2 Bedroom ☐ 4 Bedroom

Print and Mail Authorization

Print and fax this form to 1.702.765.8722 or mail this form to:

THE Club®
c/o Diamond Resorts International®
Attn: Club Inventory Dept.
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

My signature below indicates I am legally entitled to relinquish this week. I understand that all associated fees must be paid for the year I am depositing. Furthermore, I have not committed, nor will I commit, this accommodation for the use year indicated for any use other than THE Club® at Diamond Resorts International®.

OWNER(S) NAME(S): Ronald & Melody Bonar

RESORT OWNER ID:
DATE: 2·16·2016

OWNER(S) SIGNATURE(S): Ronald Bonar Melody Bonar

DIAMOND RESORTS INTERNATIONAL®

Affordable Luxury. Priceless Memories.™

17383179-Promissory Note Multisite Collection

February 16th, 2016 **Note No.: 24636778**

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **RONALD CARL BONAR and MELODY DIANNE BONAR** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is **9524 Sunny Lane Versailles, Missouri 65084**, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Thirteen Thousand Five Hundred Ninety-One and 00/100 ($13,591.00)**, together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Thirteen and 99/100 (13.99%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act. Maker shall pay Holder in **120** equal monthly installments of **Two Hundred Ten and 94/100** Dollars (**$210.94) each, with the first such installment being due and payable on** _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by **Zero** percent **(0.00%)** per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal balance at the beginning of the month, times the Annual Rate, times a fraction equal to the number of days from the immediately

preceding Payment Date through the date of prepayment divided by the number of days in the year. Holder will not charge any collection fee for the month of prepayment and Holder will not charge any collection fees and monthly finance charges attributable to months following any prepayment in full.

This Promissory Note is given in partial payment for a membership in the Diamond Resorts U.S. Collection (the "**Membership**"). Payment of principal, finance charges and other charges hereunder is secured by a security interest established under the Purchase and Security Agreement (the "**Agreement**") of even date herewith by and between Diamond Resorts, as seller, and Maker, as purchaser. The terms and provisions of the Agreement are hereby fully incorporated herein by this reference.

If all or any part of the Membership or an interest therein is sold or otherwise transferred by Maker (whether such interest is legal or equitable, present or future, vested or contingent) without Holder's prior written consent (which consent may be withheld for any reason whatsoever), excluding (i) the creation of a lien or encumbrance subordinate to the Agreement; (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iii) the grant of any leasehold interest of one (1) week or less not containing an option to purchase the Membership, then Holder may, at Holder's option, except to the extent prohibited by law, declare all of the amounts secured by the Agreement to be immediately due and payable.

Upon the failure of Maker to make any payment required under this Promissory Note in accordance with the terms hereof or Maker's breach of any of the other covenants or agreements contained herein or in the Agreement, then and in such event, Holder, at Holder's option, subject to any right of reinstatement to which Maker is entitled under applicable law, may (i) declare, without further demand, all of the amounts owed hereunder to be immediately due and payable; and (ii) pursue all rights and remedies available to Holder under this Promissory Note and the Agreement by appropriate proceedings. To the extent permitted by law, Holder shall be entitled to collect in such proceedings all expenses of enforcement, including but not limited to reasonable attorneys' fees, publication costs, costs of judgment and other searches, and court costs. Failure of Holder to exercise its available rights and remedies hereunder or as provided by law with respect to any default by Maker shall not be deemed to constitute a waiver of such rights or remedies with respect to any subsequent default, whether the same or different in nature.

In the event that any amount due under this Promissory Note is paid more than ten (10) days after the date upon which such amount is due, then Holder shall be entitled to collect a late charge from Maker in an amount equal to the lesser of (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment, provided that such amount does not exceed the maximum late charge permitted to be charged under the laws of the State of Nevada. To the extent permitted by law, Maker shall further be liable to Holder for any out-of-pocket costs incurred by Holder in the event that a check issued by Maker is dishonored for any reason.

During any time in which Maker is in default under this Promissory Note, finance charges may, at Holder's option, accrue on the actual outstanding balance on a simple interest basis at a default rate equal to the maximum lawful rate permitted to be charged by Holder under the laws of the State of Nevada. In the event that there is no such maximum lawful rate, then finance charges shall accrue on the actual outstanding balance on a simple interest basis during such period at a default rate of twenty-five percent (25%) per annum.

In the event that counsel is employed to collect all or any part of the indebtedness evidenced hereby, whether at maturity or following acceleration, to the extent permitted by law Maker agrees to pay Holder's reasonable attorneys' fees, whether suit be brought or not (including any fees associated with appeals or bankruptcy proceedings), and all other costs and expenses reasonably incurred in connection with Holder's collection efforts.

Maker and any endorser, guarantor, or surety, jointly and severally, hereby waive presentment, protest, demand, notice of protest, and dishonor of this Promissory Note, and expressly agree that this Promissory Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker or any endorser, guarantor, or surety hereof. To the extent not prohibited by applicable law, Maker also waives any rights to any stay of execution and the benefit of all homestead and/or other exemption laws now or hereafter in effect.

This Promissory Note shall be the joint and several obligation of each person signing below and shall apply to and bind each of them and each of their respective heirs, successors, personal representatives, and assigns.

The validity, construction, and enforceability of, and the rights and obligations of Maker and Holder under, this Promissory Note shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

In the event that any one or more of the provisions of this Promissory Note shall for any reason be held to

be invalid or unenforceable, in whole or in part or in any respect, then such provision or provisions only shall be disregarded as though not contained herein and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

It is the intent of Holder to comply fully with all interest and usury laws of the State of Nevada, as currently enacted or hereafter in effect. Notwithstanding any provision hereof to the contrary, in no event shall this Promissory Note require the payment or permit the collection of interest in excess of the maximum amount of interest permitted under the laws of the State of Nevada. In the event that the amount of interest contracted for, charged, or received under this Promissory Note exceeds the maximum amount of interest permitted under the laws of the State of Nevada, then the provisions of this paragraph shall govern and control, and neither

Maker nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it exceeds the maximum amount of interest permitted under the laws of the State of Nevada. Any such excess interest which may have been collected by Holder shall, at the option of Holder, either be applied as a credit against the unpaid principal balance hereof or be refunded to Maker, and the effective rate of interest shall be reduced to the maximum rate of interest permitted to be charged under the laws of the State of Nevada.

Except for any notice required under applicable law to be given in another manner, any notice that either party desires or is required to give the other party under this Promissory Note shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) three (3) business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) one (1) business day after being sent via overnight courier service such as Federal Express, addressed to the applicable party at the address therefor stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this paragraph. If Maker consists of more than one (1) person, then notice to any of them shall be deemed to constitute notice to all of them.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAKER:

X Ronald Bonar	X Melody Bonar
Ronald Carl Bonar	**Melody Dianne Bonar**
Printed Name	Printed Name
Printed Name	Printed Name

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **16th day of February, 2016** by and between Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Seller**"), whose address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135, and **RONALD CARL BONAR and MELODY DIANNE BONAR** (whether one or more, "**Purchaser**", collectively with Seller, the "**Parties**"):

Seller agrees to sell and Purchaser agrees to purchase the following described property (the "**Membership**") upon the following price, terms, and conditions, including but not limited to the Further Terms and Conditions set forth herein:

Membership in Diamond Resorts U.S. Collection (the "**Collection**"), which includes (i) membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), whose principal place of business is located in Clark County, Nevada, and (ii) the following Points for use in the Collection

Points: 4500 **Initial Use Year:** 2016

BASE PURCHASE TERMS
ITEMIZATION OF AMOUNT FINANCED (for financed sales)

1.	Purchase Price of Membership: (**"Purchase Price"**)		$16,300.00
2.	Initial Cash Deposit:	$3,280.00	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to the seller as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	$0.00	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade in value: (line a minus line b)	$0.00	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before: _____	$0.00	
	b. On or before: _____	$0.00	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		$3,280.00
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		$13,020.00
8.	Financed Closing Costs payable to_____		$571.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): (**"Unpaid Balance"**)		$13,591.00

Closing Costs

A.	Closing Costs to Seller	$40.00
B.	Closing Costs to Purchaser	$571.00
C.	Total Estimated Closing Costs	$611.00

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): Purchaser will be billed for Assessments separately by the Association	1,167.00

Purchaser desires to pay the Unpaid Balance in lawful currency of the United States, by using the following method (check one), subject to the Terms and Conditions contained herein:

☐ Cash Payment or Third Party Financing ☒ Seller Financing

Credit Card Type:_____ Number: _____Expiration Date: _____

If Purchaser obtains purchase money financing from Seller, Purchaser will also be responsible for the payment of all charges incident to the extension of credit, which charges are specified in the Truth-in-Lending Disclosure Statement furnished to Purchaser, including but not limited to monthly installments of principal and interest, late charges (if applicable), and a monthly collection fee of Six dollars ($6.00). Finally, Purchaser will be required to pay the Closing Costs to Seller and Other Costs specified above. Such closing costs are the same for cash and credit sales hereunder.

Monthly Payment Method:

☐ Statement ☐ SurePay (Credit or Debit Card) ☐ Surepay (Checking or Savings Account)

Enrollment in THE Club® Exchange Program:

I elect ☒ to join ☐ not to join THE Club® exchange program (**"THE Club®"**). See Section 8 below for additional details.

Purchaser Contact:

Purchaser hereby advises Seller that Purchaser is willing to receive information regarding Purchaser's financing or for his or her membership in the Collection or THE Club® by means of (select one):

☒ Mail ☒ Email

If Purchaser has elected to receive information by E-mail, Purchaser represents that Purchaser has a computer and all related hardware and software required to open, display, save and print a PDF file that does not exceed 2 MB in size.

FURTHER TERMS AND CONDITIONS

1. DEFINITIONS:

Unless the context suggests otherwise, capitalized terms shall have the meanings set forth in the Amended and Restated Declaration for Diamond Resorts U.S. Collection (**"Declaration"**), as may be amended or modified from time to time.

2. PAYMENT OF PURCHASE PRICE:

(a) Purchaser may pay for the Membership in cash or through credit from Seller, subject to Seller's credit approval (**"Financing"**). If Purchaser receives Financing from Seller, then Purchaser will be required to execute and deliver an installment Promissory Note (the **"Note"**) payable to the order of Seller in the amount of the Unpaid Balance, and grant the first priority Seller Security Interest (defined below) that secures the payment of the Note and encumbers Purchaser's Membership, as well as certain other documents and instruments which Seller, in its sole discretion, deems reasonably necessary or appropriate to secure Purchaser's payment of the Note. Purchaser will be subject to all of the terms, provisions, and conditions described and set forth in all such documents and instruments.

(b) If Purchaser requests Financing, Seller may, **but is not required to**, agree to finance Purchaser's purchase. Purchaser promises that all personal financial and other information submitted to Seller is and will be accurate, and Purchaser authorizes Seller to make credit inquiries regarding Purchaser, whether through a consumer reporting agency or other means. Purchaser agrees to provide immediate written notice to Seller of any material adverse change in Purchaser's financial condition that occurs prior to Closing (as defined below). If Purchaser makes good faith efforts to obtain purchase money financing but is unable to qualify for Financing within 10 days following Seller's acceptance of this Agreement, Purchaser shall be entitled to terminate this Agreement and receive a refund of any and all payments made by Purchaser hereunder (without interest) or, at Purchaser's option, to consummate the transaction contemplated hereby by paying the entire Unpaid Balance in cash at Closing. If Purchaser is unable to qualify for Financing within such 10 day period, Seller shall provide written notice thereof to Purchaser, whereupon Purchaser shall promptly notify Seller whether Purchaser elects to terminate this Agreement or consummate the transaction as provided in the preceding sentence. If Purchaser fails to give any notice to Seller within 20 days after Purchaser's receipt of Seller's notice that Purchaser does not qualify for Financing, Seller may at any time thereafter terminate this Agreement and refund to Purchaser all payments made by Purchaser. Seller reserves the right, in its sole discretion, to sell or assign the Note and the Seller Security Interest to another person or entity, whether or not such person or entity is affiliated with Seller.

(c) If Purchaser is exchanging a fee simple timeshare interest in a timeshare resort (**"Fee Timeshare Interest"**) as full or partial payment for the Membership, Purchaser agrees to execute and deliver to Seller, on the date hereof, (i) a deed or other appropriate instrument in form and substance satisfactory to Seller, in its sole discretion, pursuant to which all of Purchaser's right, title,

and interest in and to the Fee Timeshare Interest is conveyed to Seller or a party designated by Seller, free and clear of any liens or encumbrances not expressly approved by Seller ("**Deed-back**"), and (ii) if Seller so requests, a declaration of annexation or other similar type of document subjecting the Fee Timeshare Interest to the Declaration ("**Annexation Instrument**"). Such Deed-back and Annexation Instrument may be recorded by Seller upon Closing. Pending Closing, Purchaser shall remain fully liable for all costs, expenses, and other obligations of any and every kind related to the Fee Timeshare Interest ("**Fee Timeshare Interest Obligations**"). If the transaction contemplated hereby fails to close for any reason whatsoever, the Deed-back and Annexation Instrument will be cancelled and returned to Purchaser, and Purchaser will remain fully liable for the Fee Timeshare Interest Obligations.

(d) In the event that the Note, this Agreement, or the Deed-back and Annexation Instrument (if applicable), or any other document or instrument which evidences or secures payment of the Purchase Price, is misplaced or has not been completely and validly executed by Purchaser for any reason whatsoever, Seller shall have the option, in its sole discretion, (i) to cancel this Agreement at any time prior to Closing; or (ii) to send Purchaser whatever document(s) and/or instrument(s) that Seller needs Purchaser to re-execute, along with instructions on how to do so. In the event that Seller elects to cancel this Agreement, Seller shall provide written notice thereof to Purchaser and cause any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent (defined below), to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. In the event Seller sends Purchaser any document or instrument for re-execution, Purchaser shall promptly re-execute same, cause his or her signature to be notarized (to the extent indicated), and return such document(s) and/or instrument(s) to Seller in accordance with Seller's written instructions. Purchaser's failure to do so for any reason within 10 calendar days following Purchaser's receipt thereof shall constitute a default hereunder, entitling Seller to exercise its available rights and remedies pursuant to Section 14 below.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

3. SELLER'S RIGHT TO ACCEPT OR REJECT THIS AGREEMENT:

It is understood that Seller can accept or reject this Agreement. If Seller rejects this Agreement, Purchaser is only entitled to a refund of any payments made by Purchaser, without interest. This Agreement becomes effective and legally binding only when executed by both Parties. If Seller accepts this Agreement, then Seller, subject to Section 2 above, agrees to sell the Membership to Purchaser, and Purchaser agrees to make all of the payments required to be made under this Agreement when due and otherwise to comply fully with all of the terms, provisions, and conditions hereof and of the Collection Instruments.

4. DEPOSITS:

Purchaser's initial deposit and any subsequent payments made by Purchaser to Seller prior to Closing shall be delivered to and held in escrow by First American Title Insurance Company, the address of which is 1160 Town Center Drive, Suite 100, Las Vegas, Nevada 89144 ("**Escrow Agent**"), pursuant to a Master Escrow Agreement by and between Seller and Escrow Agent, the terms, provisions, and conditions of which are incorporated by this reference. Any and all interest that accrues on Purchaser's deposit and subsequent payments shall, except to the extent prohibited by law, be payable to and inure to the sole benefit of Seller and not be credited toward the Purchase Price. Escrow Agent shall hold all such deposits and other amounts until presentation by Seller of written instructions to the effect that Closing has occurred. Seller shall have no right to use any of the funds held by Escrow Agent until such funds have been delivered to Seller in accordance with the provisions hereof.

5. VACATION OWNERSHIP PLAN:

(a) The Membership is a form of a "right-to-use" timeshare interest, and Purchaser will not receive a deed to any interest in real property.

(b) Purchaser acknowledges that notwithstanding any provision of this Agreement or the Collection Instruments, unless Purchaser is purchasing Specific Use Points, Purchaser will not have the guaranteed exclusive right to reserve, use, and occupy any particular Collection Accommodation. Purchase acknowledges that the Membership is subject to the Collection Instruments as amended and/or supplemented from time to time.

(c) The Collection shall be perpetual unless terminated by the Members in the manner described in the Collection Instruments.

(d) Purchaser may be prohibited from making a reservation or using and occupying a Collection Accommodation unless Purchaser has timely paid any and all Assessments, Personal Charges and other amounts levied pursuant to the Collection Instruments and otherwise fully complied with all of the terms, provisions, and conditions of the Collection Instruments.

6. ASSOCIATION MEMBERSHIP AND TRANSFER:

Upon Closing, Purchaser will automatically become a Member of the Association. Purchaser agrees to be subject to and to comply fully with the Collection Instruments. If the number of a Member's annual allotment of Points falls below the Minimum Points,

Threshold for any reason, such as the partial transfer of Points or expiration of Term Points, the affected Membership will cease to be a valid Membership unless sufficient additional Points are acquired to meet the Minimum Points Threshold. The current Minimum Points Threshold for a valid Membership is 2,000 Points. Any purchase of additional Points will be governed by prices in effect at the time of purchase. Purchaser's right to sell or otherwise transfer his or her Membership and the resulting update to the Register of Members is subject to prior approval by the Association and certain other applicable requirements set forth in the Collection Instruments.

7. ASSESSMENTS:

(a) Purchaser understands and agrees that in accordance with the provisions of the Collection Instruments, the Association is empowered to levy and collect Assessments against each Membership for management and maintenance expenses. In addition to Assessments, Purchaser understands and agrees that he or she will be responsible for the timely payment to the Association of any Personal Charges or other charges that he or she incurs, all in accordance with the provisions of the Collection Instruments. Assessments shall be due and payable to the Association prior to Purchaser's use and occupancy of a Collection Accommodation in Purchaser's Initial Use Year, as set forth on Page 1 hereof. The amount of the Assessments each year may vary and will be determined as outlined in the Collection Instruments.

(b) The Association may enforce Purchaser's obligation to pay Assessments and Personal Charges in the manner set forth in this Agreement and in the Collection Instruments or as otherwise permitted by law. Purchaser may be prohibited from reserving, using, or occupying any Collection Accommodation or exercising any other rights, benefits, or privileges to which Purchaser would otherwise be entitled pursuant to the Collection Instruments, unless all Assessments and other amounts that Purchaser owes the Association or Seller have first been paid in full. Purchaser's failure for any reason to pay on a timely basis any and all Assessments could result in the enforcement of the Association Security Interest (defined below) by the Association and the loss of Purchaser's Membership. Purchaser's failure for any reason to use and occupy a Collection Accommodation shall not exempt Purchaser from his or her obligation to pay in full all Assessments levied against his or her Membership.

8. EXCHANGE PROGRAMS:

The Association has entered into an Affiliation Agreement (the "**Affiliation Agreement**") with Diamond Resorts International Club, Inc. ("**DRIC**"). Under the Affiliation Agreement, the Association and the Collection are affiliated with THE Club. Purchaser's membership in THE Club is automatic and is subject to the annual payment of fees that are imposed by DRIC, and are subject to change in DRIC's sole discretion. The Affiliation Agreement permits the annual membership fee for THE Club to be collected by the Association along with the Assessments. Purchaser should refer to the Association budget for more details. Under the Affiliation Agreement, membership in THE Club may not be transferred without the consent of DRIC and transfer by Purchaser of the Membership in the Collection does not, without the consent of DRIC, have the effect of transferring membership in THE Club. THE Club may, but is not obligated to, have a relationship with an external exchange program. At the current time, THE Club is affiliated with Interval International, Inc. ("**Interval International**") under which Interval International has agreed to offer its reciprocal exchange services to members of THE Club. Exchanges through external exchange programs may be subject to certain terms, conditions and the payment of fees that are imposed by the external exchange program. Seller makes no representations concerning THE Club, Interval International, or any other exchange programs that may become affiliated with the Collection, including but not limited to current or future services to be provided, the cost, continued availability, or success of exchange programs. Any representations made regarding THE Club or Interval International by DRIC or its agents or employees or within the literature, brochures, or videos prepared or provided by DRIC or Interval International are solely the representations of DRIC or Interval International, respectively, and should not be relied upon as being the representations of Seller.

9. CLOSING:

Except as otherwise provided by applicable law, for purposes of this Agreement, the term "**Closing**" shall mean that date when all of the following have occurred: (i) the cancellation period set forth in Section 21 has expired without Purchaser having exercised his or her rescission right; (ii) Purchaser and Seller have executed, as applicable, all documents necessary to effect transfer of the Membership to Purchaser including, but not limited to, this Agreement, and if applicable, the Note; (iii) Seller has received from Purchaser either (a) an executed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds; and (iv) the Purchaser has been entered into the Register of Members. Except as otherwise expressly provided in any of the Collection Instruments to the contrary, Purchaser may not reserve, use, or occupy any Collection Accommodation or exercise any other rights, benefits, or privileges appurtenant to his or her Membership until Closing occurs. If Closing has not occurred within one year following the date of this Agreement because Purchaser has elected to rescind this Agreement pursuant to Section 21 below, then Seller will within 20 days thereof, order any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. Escrow Agent shall act as the closing agent for the purposes of collecting and disbursing all applicable funds and distributing and filing all applicable documents and instruments. Upon Closing, Seller shall deliver to Purchaser a Points Certificate evidencing the Purchaser's Membership and a fully executed copy of this Agreement.

10. TITLE AND TITLE INSURANCE:

All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Purchaser understands and acknowledges that the basis for the Membership is certain real property interests (called "**Resort Interests**") in various resorts, hotels and other vacation properties and that title to those interests is held in a trust (the "**Trust**") for the benefit of the Association and Members pursuant to a recorded Trust Agreement with First American Trust, FSB, a federal

savings bank or another independent trustee ("**Trustee**"). Resort Interests are conveyed to the Trust subject to the Trust Agreement and Declaration and are otherwise not encumbered with blanket liens of any lender or lienholder or have a nondisturbance agreement in place which fully protects the use and enjoyment rights of each Member in the event of foreclosure. Further, in connection with each conveyance of Resort Interests to the Trust, Seller has caused First American Title Insurance Company to issue in favor of the Association, where available, an ALTA Owners Title Insurance Policy insuring the Trustee's ownership of the Resort Interests. Copies of such Owners Title Insurance Policies are available for inspection by Members at the offices of the Association.

11. SECURITY INTERESTS:

(a) **Seller's Security Interest.** If Seller is providing Financing to Purchaser in connection with the purchase of the Membership, then Purchaser, as debtor, hereby grants to Seller, as secured party, effective as of Closing, a purchase money security interest (the "**Seller Security Interest**") in the Membership and in all rights, benefits and privileges appurtenant thereto as established in the Collection Instruments and all rights, benefits and privileges accruing thereto in the future, all replacements and additions to the foregoing, and all proceeds thereof (collectively, the "**Collateral**") to secure Purchaser's performance under the Note, this Agreement, and the Collection Instruments. No waiver by Seller or any holder of this Agreement of any default or breach by Purchaser shall operate as a waiver of any other default or breach, whether of the same type or not, by Purchaser.

(b) **Association's Security Interest.** Purchaser, as debtor, hereby grants to Association, as secured party, effective as of Closing, a security interest (the "**Association Security Interest**") in the Collateral to secure Purchaser's timely payment of Assessments and Personal Charges and Purchaser's performance under the Collection Instruments. The Association Security Interest shall, at all times, be junior and subordinate to the Seller Security Interest.

(c) **Financing Statements.** Purchaser irrevocably authorizes Seller and the Association, at any time and from time to time, to file in any Uniform Commercial Code ("**UCC**") jurisdiction initial financing statements and any amendments thereto that provide any other information required by Part 5 of Article 9 of the UCC of the applicable jurisdiction for the sufficiency, or filing office acceptance of, any financing statement or amendment, including (i) Purchaser's name and address, and (ii) if Purchaser is not an individual, Purchaser's type of organization and any organizational identification number issued to Purchaser. Purchaser shall furnish any such information in writing to Seller or the Association, as the case may be, within five (5) days after Seller's or Association's request. Each person identified as Purchaser in this Agreement represents and warrants to Seller and the Association that on the date of this Agreement he or she is domiciled in the state identified below his or her signature on this Agreement. Each person identified as a Purchaser in this Agreement shall notify Seller and the Association in writing if he or she changes his or her state of domicile within 30 days after such change. Such notice shall identify the state of such person's new domicile and his or her residential address therein.

(d) **Association as Third-Party Beneficiary.** Solely for purposes of this Section 11, the Association is an intended third-party beneficiary of this Agreement and is entitled to enforce the Association Security Interest granted by Purchaser hereunder.

12. PURCHASER'S REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS:

(a) Purchaser represents and warrants that the persons signing this Agreement have the legal capacity and are duly authorized to do so. Purchaser represents and warrants that Purchaser is not, and shall not become, a person with whom Seller is restricted from doing business with under the regulations of the Department of Treasury Office of Foreign Asset Control ("**OFAC**"). Such representation shall include, but not be limited to, a the representation that Purchaser is not a person or entity and is not acting on behalf of a person or entity named on OFAC's Specifically Designated Nationals and Blocked Persons list and Purchaser is not a resident or national of any Embargoed Country, as defined by OFAC. Purchaser acknowledges that prior to signing this Agreement, Purchaser received the state timeshare disclosure documents, together with the attached exhibits, all of which are hereby incorporated by this reference, and Purchaser agrees to be strictly bound by, and to comply fully with, the terms, provisions, and conditions of such documents, as each may properly be amended or supplemented from time to time. In the event of any conflict between this Agreement and the state timeshare disclosures, the state timeshare disclosures shall control. Purchaser further acknowledges and represents that the Membership is being purchased for Purchaser's personal use and not for its investment potential or any possible rent returns, tax advantages, depreciation, or other financial advantages and that no representations of any nature whatsoever have been made by Seller or any of its salespersons or other agents to Purchaser concerning investment potential, rent returns, tax advantages, depreciation, or other financial advantages. Purchaser, including any person or entity related to Purchaser, does not own an interest in more than 10 Memberships in the Collection. Purchaser understands that Seller has no resale or rental program for non-Seller owned Memberships and acknowledges that neither Seller nor any of its sales agents, employees, or other representatives has indicated that Purchaser will be assisted in the resale or rental of his or her Membership in the future. Purchaser represents that Purchaser does not intend to use any Collection Accommodation as his or her principal residence. If Purchaser has received Financing, then Purchaser acknowledges receipt of a completed Truth-in-Lending Disclosure Statement prior to executing this Agreement. Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) arising out of or in connection with any breach by Purchaser's representations and warranties. All of Purchaser's acknowledgments, representations and warranties set forth herein shall survive Closing.

(b) Purchaser acknowledges and agrees that immediately following Closing, Seller shall have no further obligations or liabilities of any kind under this Agreement, or under any other document or instrument referred to in this Agreement, and Purchaser shall look solely to the Association and the Manager, together with any other entities that from time to time become obligated to Purchaser as provided in the Collection Instruments, for the fulfillment and satisfaction of any of Purchaser's rights, benefits, and privileges as a Member of the Collection, and not to Seller.

13. NO WARRANTIES:

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, OR BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER IRREVOCABLY WAIVES, EACH OF THE FOREGOING WARRANTIES.

14. DEFAULT:

(a) Subject to any notice and right to cure provided below, Purchaser shall be in default under this Agreement if Purchaser fails to pay on time, keep any promise, or fulfill any agreement or obligation contained in the Note, this Agreement or any of the Collection Instruments. In the event of a default by Purchaser, Purchaser shall not be entitled to reserve, use, or occupy any Collection Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to his or her Membership.

(b) **Subject to any notice and right to cure provided below, Purchaser and Seller agree that: Purchaser's default on or before Closing shall entitle Seller to immediately terminate this Agreement and all of Purchaser's rights, benefits, and privileges hereunder. Upon such termination, Seller shall retain or cause Escrow Agent to deliver to Seller all sums of money previously paid by Purchaser hereunder as liquidated damages and not as a penalty.**

(c) Upon Purchaser's failure to timely perform any of Purchaser's obligations under the Note, this Agreement or any of the Collection Instruments after Closing, Purchaser shall be in default hereunder, whereupon Seller (or its successor or assign) may enforce the Seller Security Interest against the Collateral in accordance with this Subparagraph. Upon the occurrence of any such failure, including the non-payment of any amounts due and owing by Purchaser under the Collection Instruments, Seller shall give Purchaser written notice and if Purchaser has not cured the applicable failure within 10 days after Seller gives such notice if Purchaser has failed to pay money, or within 30 days after Seller gives such notice if Purchaser has failed to perform or observe any other term of the Note, this Agreement or any of the Collection Instruments, Purchaser shall be in default under this Agreement and Seller (or its successor or assign) may (a) enforce the Seller Security Interest in accordance with Article 9 of the UCC; (b) provide written notice of termination of the Membership and terminate the Membership within 60 days of the date of the notice of termination and retain all amounts previously paid by Purchaser as liquidated damages and not as a penalty; or (c) pursue any other remedy available to Seller, at law or in equity, however, Seller hereby confirms that it will not seek any deficiency judgment against defaulting Purchaser beyond the forfeiture of the Membership.

(d) Notwithstanding the foregoing provisions of this Section 10 to the contrary, if, for any reason, Seller is unable or fails to comply with the material provisions of this Agreement, then the sole obligation of Seller shall be to refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser all payments previously made by Purchaser hereunder, without interest. Upon such refunds being made, this Agreement shall be deemed canceled, and all rights and obligations hereunder shall immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO PURCHASER, AT LAW OR IN EQUITY.**

15. NO OTHER AGREEMENTS OR REPRESENTATIONS:

Seller and Purchaser agree that this Agreement (including the documents and instruments incorporated by reference) embodies the entire agreement between them related to Purchaser's purchase and financing (if applicable) of the Membership and supersedes and replaces any and all prior negotiations, representations, agreements, and understandings, both oral and written, in connection therewith. No amendment to or modification of the terms of this Agreement shall be valid without the written approval of the legal counsel of Seller. Oral representations of Seller or Seller's agents should not be relied upon by Purchaser as correctly stating the representations of Seller. For correct representations, Purchaser should rely entirely on this Agreement and the documents and instruments contained by reference.

16. ASSIGNMENT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, and personal representatives. Purchaser's Membership cannot be sold, assigned, transferred, conveyed, or encumbered except in accordance with the terms, provisions, and conditions hereof and the Collection Instruments. Purchaser acknowledges that Seller has the right, in its sole discretion, to assign some or all of its rights and interests hereunder and, if applicable, under the Note. Purchaser may not assign any of his or her rights or interests hereunder, without the written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. The terms and provisions hereof shall be deemed independent and severable, and the invalidity of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

17. CHOICE OF STATE LAW AND FORUM; WAIVER OF JURY TRIAL:

Except to the extent preempted by federal law, this Agreement shall be exclusively governed by and construed in accordance with the laws of Nevada without regard to its choice of law rules. Subject to Section 14 hereof, any legal action or proceeding arising out of or in any way relating to this Agreement which is not subject to the Arbitration provisions outlined below, shall only be brought in an appropriate court of competent jurisdiction on behalf of the Parties and their respective successors and assigns, hereby irrevocably

submit to the jurisdiction of any such court and agree that venue properly lies solely in such courts to the exclusion of all other judicial and non-judicial forums. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE PARTIES, AND ANY OTHER PERSON CLAIMING RIGHTS OR OBLIGATIONS BY, THROUGH, OR UNDER THIS AGREEMENT SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR LEGAL PROCEEDING THAT MAY BE COMMENCED BY OR AGAINST ANY OF THE FOREGOING PERSONS CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT, OR PERFORMANCE OF THIS AGREEMENT OR ANY OF THE COLLECTION INSTRUMENTS.**

18. ARBITRATION PROVISION

(a) Opt-Out Right. **IF PURCHASER DOES NOT WANT THIS ARBITRATION PROVISION TO APPLY, WITHIN 30 DAYS PURCHASER MUST SEND A SIGNED LETTER TO SELLER STATING THAT THE ARBITRATION PROVISION DOES NOT APPLY. OPTING OUT OF ARBITRATION WILL NOT AFFECT ANY OTHER PROVISION OF THIS AGREEMENT.**

(b) Arbitration Terms Defined. In this Arbitration Provision, the term "**Company Party**" means Seller and/or the Association, their affiliates and the agents, representatives, members, employees, officers and/or directors of such entities, if and to the extent that any Claim is asserted by or against such entity or person. "**Bound Parties**" means each Company Party and Purchaser. "**Claim**" means any legal claim, dispute or controversy between any Company Party and Purchaser, including statutory, contract and tort disputes of all kinds and disputes involving requests for declaratory relief, injunctions or other equitable relief. However, "Claim" does not include any individual action brought by a Purchaser in small claims court or an equivalent court, unless such action is transferred, removed, or appealed to a different court, and does not include any dispute concerning the validity and effect of Section 18(h) below, the ban on class actions and certain other proceedings (the "**Class Action Ban**"). "**Administrator**" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, http://www.adr.org, or if Purchaser so elects in a notice given to Seller (which will serve as notice to each Company Party) within 20 days after a demand for arbitration, the National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405, http://www.arb-forum.com.

(c) Arbitration of Claims. Unless Purchaser has exercised his or her opt-out right pursuant to Section 18(a), upon the election of Purchaser or any Company Party, any Claim between Purchaser and such Company Party shall be resolved by binding individual (and not class) arbitration. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed. The neutral arbitrator shall be appointed within a specified period of time, which in no event shall be more than 60 days from the administrator's receipt of a written request from a Bound Party to arbitrate the Claim. To the extent this Arbitration Provision conflicts with any other agreement binding the Bound Parties, this Arbitration Provision shall govern.

(d) Fees; Location. Any Company Party to a Claim asserted by Purchaser in good faith or to any Claim asserted by such Company Party will bear all fees of the Administrator or arbitrator in connection with such Claim. The Company Party will also bear the reasonable fees and expenses of Purchaser's attorneys if any Claim initiated by Purchaser is resolved in Purchaser's favor. If a participatory arbitration hearing is requested, it will take place in the county where this Agreement was signed or, if the Administrator determines that such location would be unfair to Purchaser, at a location reasonably convenient to Purchaser.

(e) Governing Law. This Arbitration Provision shall be governed by the Federal Arbitration Act (the "**FAA**") and not state arbitration laws, provided that Nevada law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his or her decision.

(f) Appeal of Arbitrator's Decision. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA.

(g) Jury Trial Waiver. **IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

(h) Class Action Ban. **NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE, WITH RESPECT TO ANY CLAIM. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION, WITH RESPECT TO ANY CLAIM. NO CLAIMS INVOLVING THE BOUND PARTIES MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON.** Notwithstanding any language in this Arbitration Provision to the contrary, any dispute about the validity or effect of the above Class Action Ban shall be resolved by a court and not an arbitrator or the Administrator.

(i) Survival; Severability. This Arbitration Provision shall survive repayment of all amounts owed under this Agreement or the Note, the cancellation of this Agreement, any bankruptcy and any assignment of Seller's rights under this Agreement and/or the Note. If any part of this Arbitration Provision is unenforceable (other than the Class Action Ban), the remainder of this Arbitration Provision shall still apply. If the Class Action Ban is held to be unenforceable, this Arbitration Provision (other than this sentence) and any other arbitration provision between the Bound Parties shall be null and void in such proceeding, provided that the Company Party shall have the right to appeal any holding that the Class Action Ban is unenforceable.

19. NOTICES:

Any notice that either party hereto desires or is required to give the other party under this Agreement shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) 3 business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) 1 business day after being sent via overnight courier service addressed to the applicable party at its address stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this Section. If Purchaser consists of more than 1 person, then notice to any of them shall be deemed to constitute notice to all of them. Unless and until written notice of an alternative addressee and address is received by the other party, the last addressee and address as stated by written notice or as provided herein, shall be deemed to continue in effect for all purposes hereunder.

20. MISCELLANEOUS:

Purchaser is advised to read each and every paragraph very carefully. No term, provision, condition, restriction, agreement, covenant, or obligation contained herein shall be deemed to have been abrogated or waived by reason of any failure by a party hereto to enforce the same, irrespective of the number of violations or breaches thereof that may occur. The exercise of any right or remedy provided by law and/or the provisions of this Agreement shall not preclude the exercise of other consistent rights or remedies unless they are expressly precluded hereby. Purchaser hereby grants Seller the right, in its sole discretion, to correct any scrivener's, typographic, or clerical errors in connection with this Agreement or any documents or instruments related hereto, provided that no such correction adversely affects any rights, benefits, or privileges afforded to Purchaser or materially alters any duties or obligations of Purchaser. Any such corrections shall be initialed by an authorized representative of Seller and shall be legally binding upon Purchaser, together with its successors and assigns, even though not initialed or otherwise acknowledged by Purchaser. All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Under no circumstances whatsoever shall this Agreement or any portion hereof be recorded in the public records of any county or other jurisdiction. The captions used in this Agreement are for informational purposes only and do not amplify or limit in any way the provisions hereof.

[Remainder of Page Intentionally Left Blank. Section 21 and Signature Page Follows.]

21. STATE SPECIFIC PROVISIONS:

(a) Refund Upon Cancellation. In the event that Purchaser cancels this Agreement during the Cancellation Period, Seller will refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser the total amount of any and all payments made by Purchaser under this Agreement and such refund shall be made by Seller or Escrow Agent within twenty (20) calendar days after Seller's actual receipt of Purchaser's written notice of cancellation, or within five (5) calendar days after Seller's or Escrow Agent's receipt of funds from Purchaser's cleared check, whichever is later.

(b) Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

(c) Public Offering Statement. **Seller is required to provide the Association with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the Association for inspection as part of the books and records of the Association.**

(d) Rescission Rights. **You may cancel this Agreement without any penalty or obligation within 10 calendar days after the date you sign this Agreement, or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services, 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the day and year first written above.

x Ronald Carl Bonar
Signature: Ronald Carl Bonar

Street Address: 9524 Sunny Lane
City, State, Zip Code: Versailles, Missouri 65084
Home Telephone Number: 573-378-4188
Business Telephone Number:
E-Mail Address: rmbonar@yahoo.com

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

x Melody Bonar
Signature: Melody Dianne Bonar

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address:

Signature:

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company,
a Delaware corporation, its sole manager

By:
Authorized Representative
MARIA ALCARAZ
Printed Name
2-16-16
Acceptance Date
Sheryl - 42338 Rotondi
Sales Agent (Print)

REV. 7-23-2014

THE Club has the unilateral right, in its sole and absolute discretion, to reject the assignment of the use and occupancy rights associated with your Qualifying Interest. THE Club is not responsible for the actions of your Qualifying Resort should your Qualifying Resort refuse to participate with the Program and not exchange with THE Club.

Use of Points

Points associated with the Program count toward your Club loyalty level status regardless of whether your Qualifying Interest is assigned to THE Club or not. Points are only eligible for reservations if the Qualifying Interest is assigned and deposited with THE Club. You must make a reservation for your Qualifying Interest in the name of the Program and reservations deposited with THE Club must only be for seven (7) consecutive nights. The qualifying reservation must be deposited with THE Club at least 6 months prior to the first date of occupancy and not more than 2 years in advance. You must complete THE Club Combinations Exchange Form or Verification Deposit Form for each deposit. It may take up to 30 days to process each deposit. The reservation must be confirmed by the Qualifying Resort and THE Club or partner company of THE Club. There shall be no cost to THE Club or the in-bound guest, for reservation or other fees by the Qualifying Resort, this includes all-inclusive Qualifying Resorts, based on double occupancy. Points will be made available the same Use Year as the Use Year in which your qualifying reservation arrival date occurs. Points based on the deposit of a Qualifying Interest with THE Club may only be used for reservations at Club Resorts. Points may also be used for Club Benefits such as travel services, home and lifestyle, money matters, etc. You must use your Points in accordance with the Club Documents, which entitle you to make reservations at Club Resorts 10 months or less from the arrival date. **If you cease to own your Qualifying Interest, points in this Program will no longer count towards loyalty status.**

Fees

You will retain ownership of your Qualifying Interest and you will remain liable for any and all maintenance fees due, taxes, assessments and/or loan obligations for points associated with the Qualifying Interest whether deposited with the Program or not, and ensure there are no encumbrances affecting your use rights. You must be a member of THE Club in good standing and a member in good standing at your Qualifying Resort in order to use your Points. **In addition to the fees associated with your Qualifying Interest, you must pay all of THE Club dues, including any per point Club fees whether a Qualifying Interest is assigned to THE Club or not. Also, a $104 banking fee will be required for each Qualifying Interest assigned to THE Club.** A discounted administration fee of $84 for Silver, $64 for Gold and $54 for Platinum loyalty level Club members will be assessed. THE Club reserves the right to periodically modify fees without prior written notice. Inventory lists vary and change from time to time. Should you have any questions please call your customer service representative.

UNDERSTANDING AND ACKNOWLEDGMENT

RB MB 1. I understand and acknowledge that I have read and understand the above Terms and Conditions for the Program and that this form and THE Club Combinations Exchange Form, together with THE Club Combinations Presentation Confirmations and THE Club Documents contain the entire agreement between THE Club and me. I acknowledge that we have had an opportunity to inquire of the sales representative any questions I may have had with regard to these Terms and Conditions. I also understand that I may not rely upon any representations, oral or written, which are not set forth in such documents.

RB MB 2. I understand that I will continue to retain ownership of, and must be a member in good standing at, my Qualifying Interest as well as with THE Club in order to participate in the Program. I will be responsible for all charges, taxes, assessments, loan payments and maintenance fees associated with that ownership prior to depositing my Qualifying Interest into THE Club.

RB MB 3. I understand that I cannot use any Points associated with my Qualifying Interest unless I deposit my use rights and those use rights are accepted by THE Club. I also understand that I am responsible to act on any additional procedures needed by either THE Club or a partner company of THE Club to complete my deposit request.

RB MB 4. I understand and acknowledge that THE Club has the unilateral right to reject the assignment of my Qualifying Interest and THE Club is not responsible if my Qualifying Resort does not honor an exchange request with THE Club.

RB MB 5. I understand that I will not be eligible to participate in the Program and that my timeshare interest will cease to be a Qualifying Interest in the event my resort does not qualify for one of the Participation Categories or its affiliation with II or RCI terminates. If affiliated with THE Club, alternative arrangements may be made to accommodate me.

RB MB 6. I understand the Points associated with my Qualifying Interest may be modified for future deposits at any time, and without notice, by THE Club in its sole and absolute discretion.

RB MB 7. I understand that only those certain Qualifying Interests designated in this document below as Declared Inventory, are eligible for the Program. Once a reservation is verified, either a representative from THE Club Combinations or a partner company of THE Club will contact me.

RB MB 8. I understand that in addition to my maintenance fees and other charges associated with my Qualifying Interest, I will be obligated to pay THE Club dues, including any per point Club fees whether a Qualifying Interest is assigned to THE Club or not. Also, a $104 administration fee will be required for each Qualifying Interest assigned to THE Club. A discounted administration fee of $84 for Silver, $64 for Gold and $54 for Platinum loyalty level Club members will be charged.

RB MB 9. I understand and acknowledge that participation in the Program is not assignable or transferable by me. I acknowledge that THE Club has the unilateral right to discontinue the Program or THE Club without prior notice, provided that all previously confirmed reservations will be honored..

RB MB 10. I understand and acknowledge that Points associated with my Qualifying Interest count towards my Club loyalty level status regardless of whether I deposit my Qualifying Interest or not. I understand that those Points will only be available for the reservation of accommodations if I deposit and my Qualifying Interest is accepted by THE Club. I understand that Points associated with my Qualifying Interest may be used to reserve accommodations at Club Resorts and any other Club Reservation. They may be used for any other Club Benefits such as travel services, home and lifestyle, money matters, etc. I understand if I cease to own my Qualifying Interest, points in this Program will no longer count towards loyalty status.

RB MB 11. I understand that Points associated with my Qualifying Interest may only be used for the payment of my Diamond Resorts timeshare maintenance fees if I am a Platinum Loyalty level member and this may be subject to change.

Declared Inventory

Resort 1 Name: RCI Points City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ▯ Fixed ▯ Float ▯ Points

Declared Point Value: 8740

Resort 2 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ▯ Fixed ▯ Float ▯ Points

Declared Point Value: _____

Resort 3 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ▯ Fixed ▯ Float ▯ Points

Declared Point Value: _____

Resort 4 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ▯ Fixed ▯ Float ▯ Points

Declared Point Value: _____

Resort 5 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ▯ Fixed ▯ Float ▯ Points

Declared Point Value: _____

Resort 6 Name: _____ City: _____ State: _____
Affiliation: _____ Accommodation Size: _____
Season (RCI or II): _____ Ownership: *(check one)* ▯ Fixed ▯ Float ▯ Points
Declared Point Value: _____

Resort 7 Name: _____ City: _____ State: _____
Affiliation: _____ Accommodation Size: _____
Season (RCI or II): _____ Ownership: *(check one)* ▯ Fixed ▯ Float ▯ Points
Declared Point Value: _____

Resort 8 Name: _____ City: _____ State: _____
Affiliation: _____ Accommodation Size: _____
Season (RCI or II): _____ Ownership: *(check one)* ▯ Fixed ▯ Float ▯ Points
Declared Point Value _____

Resort 9 Name: _____ City: _____ State: _____
Affiliation: _____ Accommodation Size: _____
Season (RCI or II): _____ Ownership: *(check one)* ▯ Fixed ▯ Float ▯ Points
Declared Point Value: _____

X Ronald Bonar _____ February 16, 2016
Ronald Carl Bonar Date

X Melody Bonar _____ February 16, 2016
Melody Dianne Bonar Date

_____ February 16, 2016
Date

_____ February 16, 2016
Date

_____ Date 02/16/16

Sales Representative: Sheryl - 42338 Rotondi
15844_Rev.1-1-1-2016_1042016_esig12152015

Point Program Deposits

Some Points Program Deposits require processing from DAE Verification Services, a Partner Company of THE Club. In those cases you authorize DAE Verification Services, to verify and secure your week per the DAE Verification Services Points Program Deposits terms and conditions below:

Points Program Deposits Terms and Conditions:

a. You will need to contact your Points resort operator to book a 7-night reservation at a resort within your timeshare plan using your Points, and receive a Points Reservation Confirmation. Check-in date must be a minimum of 6 months, and up to 2 years from the date of reservation and the unit size must be a 1-bedroom or larger.

b. A completed Verification Services Points Program Deposit Form must be completed online at DiamondResorts.com or via direct mail form and then will be sent, on your behalf, from THE Club to DAE Verification Services. You may be asked to submit the Points Reservation Confirmation by email. You can also contact DAE Verification Services by phone toll-free in the USA and Canada at 1 (844) 837-3887 or international at +1 (602) 427-4400 or by email at VerificationServices@daelive.com.

c. By submitting a copy of your Points Reservation Confirmation, along with the completed Verification Services Points Program Deposit Form to DAE, you agree that the rights of your Points Reservation are given to DAE Verification Services.

d. You also agree and understand that DAE Verification Services will contact you at a later date, and ask you to submit a Guest Name Change for the Points Reservation Confirmation you have submitted, once DAE Verification Services obtains and incoming guest. You also agree you will be responsible for any Guest Name Change fees levied by your Points Program if applicable.

e. You also warrant and understand that if you fail to complete the DAE Verification Services Guest Name Change request, or any other procedure outlined within the DAE Verification Services Points Program Deposit process, your Deposit will be null and void and in the event points were received for the deposit prior to process completion, those points will be reversed.

f. You also agree to send DAE Verification Services an updated Points Reservation Confirmation reflecting the Guest Name Change.

g. DAE Verification Services reserves the right to accept or deny any Points Program Deposit. By Submitting a DAE Verification Services Points Program Deposit Form you warrant that: You have paid all Maintenance Fees / Point Program Fees, and any other charges with respect to your deposited Points entitlement, including future Guest Name Change Fees associated with this deposit if applicable; You are legally entitled to deposit your Points entitlement; You will adhere to all terms and conditions of your agreement with your club; You have not committed, and will not commit, your Points entitlement to any other use.

Initials : MB MB

15844_Rev. 6/11/15_U6262015 eslg120152015

Diamond Resorts Corporation

17383179-Surepay Authorization Mulitsite Collection

SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("**SurePay Plan**") for automatic payment of your principal and interest on your Promissory Note through your checking, savings or credit card account.

Part A: Method of Payment

By indicating Automatic Checking/Savings Account Payment and signing, I (we) hereby pre-authorize **Diamond Resorts Corporation**, its subsidiary and affiliated companies (collectively referred to as "**COMPANY**") and/or its service provider ("**PROVIDER**") to initiate electronic funds transfers from my (our) checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I (we) agree to provide such voided check to COMPANY within 15 days from the day I (we) sign this Authorization.

By indicating Automatic Credit/Debit Card Payment and signing, I (we) hereby pre-authorize COMPANY and/or PROVIDER to initiate debit entries to my (our) credit card account indicated below in Part C.

This authority is to remain in full force and effect for "Note Payment," as indicated below, until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I (we) recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Note Payment — Monthly Payment Amount $216.94

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

- ☐ Automatic Checking Account USD
- ☐ Automatic Savings Account USD
- ☐ Automatic Credit Card USD*
- ☐ Automatic Debit Card USD*

Terms and Conditions of Participation in SurePay Plan for Note Payment:

I (we) understand and agree to the following: If, at any time prior to the date the promissory note is paid in full, I (we) elect to terminate my (our) participation in the SurePay Plan, or I (we) close the designated bank account, or I (we) fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I (we) stop payment on or rescind this SurePay Plan authorization, the annual interest rate on the promissory note is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my (our) participation in the SurePay Plan upon ten (10) days' written notice to me (us). In the event of such termination by Company, the annual interest rate on the promissory note is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Note payments should be sent to: Portfolio Department, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 877.DRI.CLUB (877.374.2582).

Part B: Authorization

Pre-authorization for automatic payment:

Name(s):	Signed:	Date:
Ronald Carl Bonar	X Ronald C Bonar	
Melody Dianne Bonar	X Melody Bonar	

Part C: Depository / Credit Card Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name: _____

Branch: _____

City: _____

State: _____ Zip: _____

Transit / ABA Number: _____

Account Number: _____

CREDIT/DEBIT CARD*

☐ American Express ☐ Discover Card

☐ MasterCard ☐ Visa

Account Number: _____

Expiration Date (mm/yy): _____

Name on credit/debit card: _____

*** Discounted interest rates are NOT applicable when utilizing either a credit or debit card.**

Rev 10-08-08_esig11242015

PURCHASER'S UNDERSTANDING AND ACKNOWLEDGMENT OF TIMESHARE MEMBERSHIP PURCHASE

On behalf of Diamond Resorts International®, we welcome you as a Member of one of the most flexible and enjoyable vacation plans anywhere in the world. To help reassure your understanding, please review and initial each of the following items. Unless context suggests otherwise, capitalized terms used have the meaning given them in the Collection Instruments.

RB ___ MB ___ 1. I understand title or other beneficial interest to all the timeshare intervals included in Diamond Resorts U.S. Collection (the "**Collection**") will be held in Trust by an independent Trustee, which holds title on behalf of and for the benefit of all the Collection Members. Additionally, I understand that I will receive a Collection Membership Certificate and an Eagle 9 UCC Vacation Interest Insurance Policy within 6 to 8 weeks after closing. My Membership is intended to be perpetual in nature and can be passed to my heir.

RB ___ MB ___ 2. I understand that I am purchasing **4500** Points today at an aggregate purchase price of **$16,300.00**. My first year's maintenance fees on these Points is estimated to be **1,167.00** and if my first use year is within the current calendar year, it is estimated that I will be billed within 45 days of this purchase. My first use year begins **2016**, when I will receive my first allocation of timeshare points ("**Points**").

RB ___ MB ___ 3. I may use my Points to reserve, use and occupy any ***available*** Collection Accommodation, up to my available Points allocation, according to the then-current Regulations. I may make a reservation at any Collection resort, in different-sized units, for different lengths of stays, for any time during the year. Unless indicated otherwise in THE Club® Points Directory, the minimum stay is 2 nights within the Collection and all reservations are subject to availability.

RB ___ MB ___ 4. Points are valid only in the year they are allotted, and if not used (or saved), will expire on December 31st of that year. I understand that if I do not use my Points, I may save them for use in the upcoming year by calling the reservation office. The earlier in the current year that I call, the higher number of Points I may save for the next year. If I call prior to **June 30th**, I can save up to 100% of them. If I call by August 31st, I can save up to 50%. If I call by October 31st, I can save up to 25%. If I call after October 31st, I cannot save any Points.

RB ___ MB ___ 5. I understand that I may also borrow Points from the upcoming year to use in the current year by calling the reservation office at any time. When I call, I must be current in my annual assessments (described below in paragraph 14) and I must pay all or a portion of my annual assessments for the upcoming year.

RB ___ MB 6. I understand that my Collection Membership entitles me to an allotment on January 1st each year of that number of Points that I have purchased today.

RB ___ MB 7. Diamond Resorts International Club, Inc. ("**DRIC**") has agreed to include Members of the Diamond Resorts U.S. Collection Members Association ("**Association**") in THE Club exchange program ("**THE Club**"). If I enroll as a member of THE Club®, I can use part or all of my annual allotment of Collection Points to reserve accommodations in any THE Club exchange resort.

RB ___ MB 8. I have received and reviewed copies of THE Club Points Directory and THE Club Benefits Directory (together referenced "**THE Club® Directory**"), which describe THE Club current exchange resort destinations and their Points values. It also includes instructions for making a reservation and calculating the number of Points that I will need for each of my vacations. I understand that THE Club® Directory will be updated periodically, and that the resorts included in THE Club exchange may change without notice.

RB ___ MB 9. As described in THE Club Directory, I may make a reservation as early as 13 months in advance of my desired vacation check-in date at any of the Home Collection resorts. I may make a reservation at any other THE Club® exchange resort as early as 10 months in advance of my desired vacation check-in date.

RB ___ MB 10. I have received THE Club Benefits Directory, which describes the various types of Club member benefits such as travel, home and lifestyle, money matters and, depending on the number of points purchased, Loyalty tier benefits. These benefits currently include, but are not limited to, airline flights, cruises, discount cards, legal protection plans, and for Gold and Platinum members, access to Diamond Luxury Selection. I understand that these are incidental benefits, and their terms, may be changed, substituted, or terminated at any time without notice. Some benefits may not be available to all membership types.

RB ___ MB 11. When I occupy the accommodations at THE Club exchange resorts, I will abide by THE Club exchange resorts rules and regulations, including the occupancy limits and check-in and check-out times set for the unit.

RB ___ MB 12. If I cancel a confirmed reservation less than 91 days before my scheduled arrival date, I will lose some or all of the Points used to make that reservation. If I fail to occupy a unit that I reserved, I will not be refunded my Points used to make that reservation, unless I have also purchased the optional Reservation Protection Plan (RPP) service.

RB ___ MB 13. I understand that all Collection resorts and THE Club exchange resort reservations are confirmed pursuant to the Collection and/or exchange rules on a "first-come, first-served" space-available basis and are not guaranteed.

RB ___ MB 14. I understand that if I become a member of THE Club, I will automatically become a member of the Interval International exchange program ("II") at no extra cost to me. This membership is exclusively for the purpose of requesting an II

exchange using Points and if I request an exchange through II, I will pay an exchange fee to II. I understand that THE Club® may change or cancel its affiliation agreement with II at any time.

RB ___ MB ___ 15. I acknowledge that I will be billed annually by the Association an assessment fee, which may be collected together with the membership fee and dues for THE Club. These fees are related to the operation of THE Club and the Collection and cover my share of the resort operation, maintenance and property taxes, which may be modified annually as determined DRIC or by the Association. I understand that I must be current on all fees in order to make reservations, to stay at either a Collection resort, THE Club exchange resort or Interval International resort, to save or borrow Points or to conduct any other transaction relating to my Points.

RB ___ MB ___ 16. I have acquired a Collection Membership for my own personal use and enjoyment. No representations of any nature concerning investment potential, refinancing, rental returns, tax advantages, appreciation/depreciation, or other possible financial benefits have been made by Seller or any of its agents. I understand that I may periodically rent or allow others to use my use rights, but that **I may not use the Collection Accommodations for any commercial purposes, including but not limited to commercial renting activities. I understand that public advertising in print or online to seek renters is deemed a prohibited commercial use.**

RB ___ MB ___ 17. I may sell my Membership rights, subject to a transfer fee. I acknowledge, however, that my membership in THE Club will terminate upon any transfer and the new owner will be obligated to purchase either a THE Club exchange membership from DRIC, or a Collection membership. No transfer fee or exchange purchase requirement will apply if my Membership passes to my heir upon my death.

RB ___ MB ___ 18. I understand that currently, the Seller nor the Developer offer a resale, buyback or rental program.

RB ___ MB ___ 19. I understand my Purchase and Security Agreement contains the entire agreement between Seller and me. I have not relied and may not rely upon any representations, whether oral or written, which are not set forth in the Purchase and Security Agreement. I further understand that if permitted by controlling state law, the Collection Instruments, THE Club Directory, THE Club Exchange Documents, the Interval International Document, the Regulations and the Privacy Policy may be delivered to me electronically in CD form. I understand that hard copies of such documents are available to me upon request.

RB ___ MB ___ 20. I understand that, if I fail for any reason to satisfy all of my financial obligations to Seller and the Association on a timely basis, I will be in default under my Purchase and Security Agreement and the Collection Instruments. If such default is not promptly cured, my Membership (ownership) may be terminated, whereupon I will forfeit all amounts previously paid to Seller and to the Association.

RB ___ MB ___ 21. By initialing here, I authorize Diamond Resorts International Marketing, Inc., and/or its affiliates and successors to text me or call my cell/telephone number listed below with a telephone dialing system regarding promotional offers,

17383179-STD Signature Verification

SIGNATURE VERIFICATION

I(We), **RONALD CARL BONAR and MELODY DIANNE BONAR**, by my/our execution hereof, hereby certify that the signature(s) below correspond to my/our true and legal name(s).

X Ronald Bonar	X Melody Bonar
Signature	Signature
Ronald Carl Bonar	**Melody Dianne Bonar**
Printed Name	Printed Name
Signature	Signature
Printed Name	Printed Name

WITNESSES:

Enid Alicea	
Signature	Signature
Enid Alicea	
Printed Name	Printed Name

ISSUED FOR TRUE COPY

esig01-25-16

17383179-Substitute W9 Form

DIAMOND RESORTS
INTERNATIONAL

February 16, 2016

RONALD CARL BONAR and MELODY DIANNE BONAR

Substitute Form W-9

Account Number: **24636778**

Pursuant to Internal Revenue Code Section 6109, you are required to provide an accurate social security number or taxpayer identification number to Diamond Resorts Financial Services, Inc. in order for the company to comply with the information reporting rules set forth by the Internal Revenue Service. Failure to provide an accurate social security number or taxpayer identification number could lead to the Internal Revenue Service assessing you a penalty of $50.

If any information below is incorrect, please provide the correct information in the space provided

Name: Ronald Carl Bonar

If Business, list name: _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Trust/Estate ☐ LLC

Address: 9524 Sunny Lane, Versailles, Missouri 65084

Social Security Number: [redacted] ___-__-____

OR

Employer Identification Number: __-_____

CERTIFICATION – Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (defined in the Form W-9 instructions).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification but you must provide your correct TIN.

Borrower: **Ronald Carl Bonar**

Signature: X Ronald Carl Bonar

Date: **02/16/16**

2092_esig12/02/15

DIAMOND RESORTS
INTERNATIONAL™

Sale Date: **February 16th, 2016**
Contract No.: **17383179**

Dear **RONALD CARL BONAR and MELODY DIANNE BONAR**

Congratulations on joining the Diamond Resorts International® vacation ownership family!

As part of your initial contract benefits received under your Purchase and Security Agreement, the Developer will cover the cost of the following:

tablet, which is valued at $ 75.00;

_____, which is valued at $_____;

_____, which is valued at $_____;

for a total value of: $ 75.00.

It is understood that should our purchase not close escrow, the amount stated above will be deducted from the deposit collected from you on the date of sale, and the balance, if applicable, will be refunded to you in the time allotted, as stated in your Purchase and Security Agreement.

Quality Assurance Officer / Sales Manager

x Signature: Ronald Carl Bonar

x Signature: Melody Dianne Bonar

Signature:

Signature:

17383179-Diamond Bonus Points Acknowledgement

ACKNOWLEDGEMENT
Diamond Bonus Points / Diamond Dream Holiday Package

Sale Date: February 16th, 2016

Diamond Bonus Points:

RB MB I/We understand if I/we choose to use bonus points to book THE Club® reservations of my/our choice, the term of eligibility to use these points along with any other qualifying loyalty benefits is from time of qualification until December 31st, 2017.

RB MB I/We understand increased membership level will not be reflected on my account until I have fulfilled the qualifications for Diamond Bonus Points activation. Activation occurs when at least 15% down payment has been received and membership has been setup or 10% down payment has been received plus four consecutive monthly payments have been made on the purchase loan.

RB MB I/We understand Diamond Bonus Points will be exempt from incurring annual per point maintenance fees, however, I/We will be responsible for Club fees applicable to the Bonus Points for the time period in which they may be used

Diamond Dream Holiday Package:

RB MB I/We understand if I/we choose to use bonus points to book a Diamond Dream Holiday Package, reservations must be made 120 days in advance of arrival.

RB MB I/We understand travel must be completed by February 15, 2017, which is 365 days from the purchase date.

RB MB I/We understand all flights must originate and return from the same major US airport. All flights are booked economy coach class. Additional restrictions may apply.

RB MB I/We understand there will be a $99 reservation fee for all Diamond Dream Holiday reservations.

RB MB I/We understand Diamond Loyalty upgrades do not apply to the Diamond Dream Holiday.

RB MB I/We understand there are blackout dates five (5) days before and after President's Day, Easter, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day.

RB MB I/We understand once confirmed, all Diamond Dream Holiday reservations are final.

RB MB I/We acknowledge that I/we have received a Diamond Dream Holiday TRIFOLD Brochure that explains the details of participation and the telephone number to book my vacation.

PURCHASER(S):

X Ronald Bonar
Ronald Carl Bonar
Printed Name

X Melody Bonar
Melody Dianne Bonar
Printed Name

Printed Name

Printed Name

REV.11-07-2015_esig12152015

Diamond Resorts U.S. Collection

17383179-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **February 16th, 2016** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
3.5% Buyer Financed Closing	BUY	1		
DEP - *Diamond Bonus Points	SEL	3375		
US Owner Kit Tablet Point	SEL	1		

*Additional Amount(s): **$0.00**

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

X Ronald Bonar — Date: February 16th, 2016

Signature: **Ronald Carl Bonar**

X Melody Bonar — Date: February 16th, 2016

Signature: **Melody Dianne Bonar**

Date: February 16th, 2016

Signature:

Date: February 16th, 2016

Signature:

SELLER:

February 16th, 2016

Signature — Date

Printed Name

4814_Rev 4-5-2012_esig02022016

regardless of any prior election to the contrary. I understand that I am not required to give consent as a condition of purchasing any goods or services.

Home Phone: 573-378-4188; Cellular Phone:

Each Purchaser signing this Purchaser's Understanding and Acknowledgment of Timeshare Membership Purchase, above initialed by at least one of them, has read and understands the content of the Purchase and Security Agreement. The references to "I," "me," "my," and "myself" above include all Purchasers named below.

PURCHASER:

X Ronald Bonar — February 16th, 2016
Signature — Date

Ronald Carl Bonar
Printed Name

X Melody Bonar — February 16th, 2016
Signature — Date

Melody Dianne Bonar
Printed Name

Signature — February 16th, 2016
Date

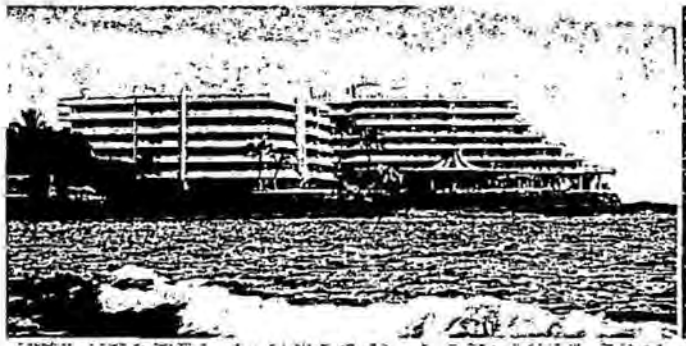
Printed Name

Signature — February 16th, 2016
Date

Printed Name

Rev 7-23-2014

3,000 points



TOTAL RETAIL VALUE
is up to $2,601 *

Royal Kona Resort**

Even before you are welcomed to the Royal Kona Resort by the gracious staff, you will be embraced by a swirl of salt air, the life-breath of the islands. You will see it ruffling the fronds of the palm trees that fringe the 12 manicured acres, tossing the waves against the stark black lava rocks at the resort's feet, marching columns of clouds across the uninterrupted expanse of sky. The air here presents you with the perfume of tropical flowers. It is a reminder that you are on the Big Island of Hawaii, so breathe, exhale, and completely relax. This is the setting of the Royal Kona Resort.

855-624-4388

Diamond Dream Holiday Points	Location	Number of Nights	Accommodation	Rental Car
3,000	Royal Kona Resort**	4	Standard Hotel Room	up to 10% off

Affordable Luxury. Priceless Memories.™

THIS IS A DIAMOND DREAM HOLIDAY OFFER.

*The retail value of the accommodation is up to $2,315 and the rental car savings is up to $286. Retail values are dependent on selected dates of travel. **Diamond reserves the right to substitute Royal Kona Resort with similar quality accommodation

Assessment Fee Department
PO Box 8526
Coral Springs, FL 33075-8526

DIAMOND RESORTS

DR_CLUB ▲ 0 0 0 3 9 3

Ronald Carl Bonar T5 P1
Melody Dianne Bonar
9524 Sunny Ln
Versailles MO 65084-4157

2016 Assessment Fee

Account #:	107198430
Due Date:	May 1, 2016
Statement Date:	~~Mar 17, 2016~~
Amount Due:	$1171.09

Make Check Payable to:

Diamond Resorts U.S. Collection
Members Association
PO Box 845189
Dallas, TX 75284-5189

6000107198430011710 93

CHASE [redacted]

P.O. BOX 15123
WILMINGTON, DE
19850-5123

Payment Due Date:	**06/08/16**
New Balance:	**$6,633.38**
Minimum Payment:	**$66.00**

Account number: [redacted]

$_____ Amount Enclosed
Make your check payable to: Chase Card Services

99901 BEX Z 13216 C
RONALD C BONAR
9524 SUNNY LN
VERSAILLES MO 65084-4157

CARDMEMBER SERVICE
PO BOX 94014
PALATINE IL 60094-4014

⑆5000160 28⑈359 [redacted]

Southwest Rapid Rewards

Manage your account online: www.chase.com/southwest

Customer Service: 1-800-792-0001

Mobile: Visit chase.com on your mobile browser

ACCOUNT SUMMARY

Account Number: [redacted]

Previous Balance	$646.94
Payment, Credits	-$646.94
Purchases	+$6,633.38
Cash Advances	$0.00
Balance Transfers	$0.00
Fees Charged	$0.00
Interest Charged	$0.00
New Balance	$6,633.38
Opening/Closing Date	04/12/16 - 05/11/16
Credit Access Line	$8,000
Available Credit	$1,366
Cash Access Line	$1,600
Available for Cash	$1,366

PAYMENT INFORMATION

New Balance	$6,633.38
Payment Due Date	06/08/16
Minimum Payment Due	$66.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to $35.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	20 years	$13,418

04/28	CASEYS GEN STORE 1450 COLE CAMP MO	8.89
05/02	SBP CROWN CLUB ASSOC. CLERMONT FL	53.91
05/03	AIC*LEGAL SERVIC PLAN 800-323-4620 IL	14.99
05/02	CASEYS GEN STORE 1115 VERSAILLES MO	18.22
05/06	DIAMOND RESORTS MTG PAYME 877-3742582 NV	6,000.00

2016 Totals Year-to-Date	
Total fees charged in 2016	$1.49
Total interest charged in 2016	$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases	13.49%(v)	-0-	-0-

Good Morning, Ronald

Card Details | Profile

Current Balance
$7,749.01
Total Credit Line
$7,236.00 of $15,000

Recent Activity

Credit Line Available
$7,236
Use your line to transfer high rate debt.

Save On Interest

Last Statement Balance
$106.89
Last Statement Date
May 6, 2016

View Statement

DISCOVER

Payment Due Date
Jun 2, 2016

Make Payment

See Pending Transactions

What Are Pending Transactions?

Pending transactions are charges that temporarily display on your account while being processed, and can also represent placeholder amounts - sometimes as low as $1.00.

Transactions will appear in your "Recent Transactions" once finished processing.

- You may see a different amount or description between pending and posted transactions, especially with gas station transactions
- Pending transactions may take up to three calendar days to post
- Transactions made after business hours may list as pending until the next business day
- Some transactions require preauthorization and may be listed as pending until authorized
- Pending transactions can't be disputed until posted and can only be canceled by contacting the merchant directly

Trans. Date	Description	Amount

Recent Transactions

Please Note: Running balance will only be displayed if you Sort by Trans. Date.

Trans. Date	Description	Amount	Running Balance*

CASHBACK BONUS

Rewards Details | View 5% Calendar

Cashback Bonus Balance
$263.53
Newly Earned
$0.00

Redeem

5% *Cashback Bonus* at Restaurants & Movies on up to $1,500 in Purchases. Now - 6/30/2016 — Activated

FICO® CREDIT SCORE

Discover provides your FICO® Credit Score for free — View Now

SECURITY

Help keep your account safe with Freeze It℠ and many other features — See How

Trade your high-interest debts for — Get Started

05/17/16	CODYS 2 EAGLE STOP MARSHFIELD MO	$20.00	$7,749.01
05/15/16	RHODES PRICE CHOPPESRH BRANSON MO	$20.03	$7,729.01
05/14/16	LOVES COUNTRY STORE #3 BOONVILLE MO	$16.00	$7,708.98
05/14/16	PETROMART 42 COLUMBIA MO	$6.00	$7,692.98
05/11/16	ALDI 41085 06245550085 JEFFERSON CI MO	$6.60	$7,686.98
05/11/16	SAMS CLUB - #6505 JEFFERSON CITMO	$6.34	$7,680.38
	Get up to a $25 gift card at Sam's Club for joining or renewing your membership. See How		
05/11/16	SAMS CLUB - #6505 JEFFERSON CITMO	$20.05	$7,674.04
05/07/16	LOVES COUNTRY STORE #3 BOONVILLE MO	$10.00	$7,653.99
05/05/16	DIAMOND RESORTS MTG PAYM LAS VEGAS NV	$7,537.10	$7,643.99

View All Account Activity

Search Transactions

Popular Account Options

- Set up email & text alerts
- Dispute a charge
- Report a lost or stolen card
- View Cardmember Agreement
- View APR on Statement
- Request a Balance Transfer

Tools & Features

- Spend Analyzer
- Paydown Planner
- Freeze Account
- Your FICO® Credit Score

More from Discover Card

- Identity Theft Protection
- Wallet Protection
- Payment Protection

DIAMOND RESORTS
INTERNATIONAL

Stay Vacationed.

Affordable Luxury. Priceless Memories.™

Tel: 1.877.DRI.CLUB
Fax: 1.702.765.8722
DiamondResorts.com

THE Club Combinations℠

ENJOY MORE THAN **300 BRANDED AND AFFILIATED RESORTS** THROUGHOUT THE CONTINENTAL **UNITED STATES AND HAWAII, CANADA, MEXICO, THE CARIBBEAN, SOUTH AMERICA, CENTRAL AMERICA, EUROPE, ASIA, AUSTRALIA AND AFRICA** WHEN YOU ASSIGN YOUR NON-AFFILIATED DIAMOND RESORTS INTERNATIONAL® OWNERSHIP INTEREST TO **THE CLUB®** IN EXCHANGE FOR POINTS.

FREQUENTLY ASKED QUESTIONS

1. Q. What is THE Club Combinations™?

A. THE Club Combinations allows qualifying members of THE Club® at Diamond Resorts International® to assign their non-affiliated ownership interest to THE Club in exchange for points.

2. Q. How do I exchange with THE Club Combinations?

A. Upon qualifying, you will complete THE Club Combinations Assurance Agreement and propose the inventory you would like to exchange. Diamond Resorts will then see if your ownership interest is qualified for THE Club Combinations program. Once qualified, you may exchange the qualifying, approved inventory by completing THE Club Combinations Exchange Online Form from your Member Account at DiamondResorts.com, or complete and return the attached Exchange Form. Please note: THE Club Combinations may require a 30-day waiting period (from the points date of purchase) before you may start taking advantage of the program.

3. Q. Do all resorts qualify for the THE Club Combinations?

A. Ownership interests must be affiliated with either Resort Condominiums International® ("RCI") or Interval International® ("II") and be pre-approved by Diamond Resorts International for inclusion in THE Club Combinations.

4. Q. How are the points values of my exchange ownership interest determined?

A. The points values used in exchange for qualifying timeshare interests have been established based upon the current seasonal designation and unit size at each resort, as designated by RCI or II.

5. Q. When are points allocated to my account for my exchanged ownership interest?

A. THE Club Combinations process may take up to 30 days to complete upon receipt of the completed Exchange Form. To start the process, follow these steps:

1. Contact your resort and book a reservation under the name of THE Club Combinations. Exchange forms received no less than six months, and no more than two years from arrival date, receive full points value.
2. You can either log on to your Member Account at DiamondResorts.com, mail, or fax THE Club Combinations exchange form to THE Club Combinations for verification.
3. Once you place your resort reservation and it is verified, the inventory administrative fee will be assessed by either a THE Club Combinations representative or a partner company of THE Club who will contact you. Please do not submit payment prior to the verification of your reservation.
4. Points are allocated to your account with THE Club once the administrative fee is paid.

6. Q. How much does it cost to exchange with THE Club Combinations?

A. In addition to your annual dues for THE Club, a non-refundable $99 administrative fee will be assessed for each ownership interest that is assigned to THE Club Combinations. Loyalty level Club members qualify for a discounted administrative fee.

7. Q. Will my points for THE Club Combinations have any restrictions different from my points in THE Club?

A. No, points from THE Club Combinations follow the same guidelines as outlined in THE Club Annual Global Reservations Directory. You may use points for making reservations within THE Club, as well as for Club member benefits such as travel, home and lifestyle, or money matters.

8. Q. Once I exchange with THE Club Combinations and assign my non-affiliated ownership interest to THE Club, do I still own my ownership interest?

A. Yes. You are simply assigning that year's use rights to THE Club at Diamond Resorts International. This process is the same as assigning your ownership interest to II or RCI.

9. Q. Can I/Diamond Resorts International cancel the Agreement?

A. Yes. You can cancel pursuant to the terms of the Agreement. Diamond also has the unilateral right to cancel/change this program without notice.

10. Q. Do I still remit maintenance fees for my exchanged ownership interest to my homeowner's association?

A. Yes. You are responsible for paying the annual maintenance and other fees required by your homeowner's association/resort, and must do so before you exchange through THE Club Combinations.

11. Q. May I exchange all-inclusive resorts with THE Club Combinations?

A. All-inclusive resorts may be exchanged when the depositing member pays their resort the all-inclusive fee for double occupancy in advance. Once the fee is paid, a letter from the resort is submitted to THE Club Combinations to finish the exchange process.

12. Q. What if my non-affiliated ownership interest has already been deposited with another exchange company?

A. You do not receive a points allocation for any ownership interest deposited with another exchange company.

13. Q. How do I get my Loyalty level status?

A. Your Loyalty level status is based upon the Collection points purchased plus THE Club Combinations declared points.

THE Club Combinat

THE Club® Member Number

Address

Home Phone No. | Work Phone No.

The following resorts qualify for exchange: II resorts c deny any exchange.

I authorize THE Club® at Diamond Resorts International®

Resort Name

Address

Resort Phone No.

Affiliation (circle one)

II **RCI®**

Arrival Date | Departure Da

Accommodation Type (circle one)

Efficiency/Hotel **Studio** **1-Br** **2-**

Exchange Form should be submitted no less than 6 m

My signature below indicates I am legally entitled tc I am depositing. Furthermore, I have not committed than THE Club® at Diamond Resorts International®.

Resort Owner (Signature)

Date

Please use THE Club Combinations™ Online Exchange Form fr that return address appears on the outside, affix postage, seal

1-866-928-8598

DIAMOND RESORTS INTERNATIONAL®

Payment Due Date	**April 09, 2016**
Minimum Payment Due	$33.29
Previous Balance	$0.00
Statement Balance	$3,329.00

Diamond Resorts International® World MasterCard® Statement

Issued by Barclaycard
Primary Account Number Ending in: [redacted]
Statement Billing Period: 02/16/16 - 03/12/16

Questions? Call 866-761-3964
BarclaycardUS.com

Account Summary

Minimum Payment Due	$33.29
Payment Due Date	04/09/16
Statement End Date	03/12/16
Revolving Line	$5,900.00
Available Revolving Line	$2,571.00
Cash Credit Line	$2,360.00
Available Cash Line	$2,360.00
Past Due Amount	$0.00
Overlimit Amount	$0.00

Activity Summary

Previous Balance	$0.00
- Payments	$0.00
+ Purchases	$3,329.00
- Other Credits	$0.00
+ Balance Transfers	$0.00
+ Cash Advances	$0.00
+ Fees Charged	$0.00
+ Interest Charged	$0.00
Statement Balance	**$3,329.00**

Payment Information

Statement Balance	$3,329.00
Minimum Payment Due	$33.29
Payment Due Date	4/9/2016

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to $37.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	15 years	$6,486.00
$112.00	3 years	$4,032.00 (Savings = $2,454.00)

If you would like information about credit counseling services, please call 800-570-1392.

*Repayment information is based on your account activity and the APRs on your account as of the closing date of this statement. Account activity after the closing date is not reflected. To view your most recent transaction activity online, go to BarclaycardUS.com.

Detach here. Please make checks payable to "Card Services" and include this payment coupon in the enclosed envelope. Please allow 7-10 days for U.S. Postal Service delivery.

Interest Charge Calculation - 30 Days in Billing Cycle

	Promotional Rate End Date	Balance Subject to Interest Rate	ANNUAL PERCENTAGE RATE (APR)	Interest Charge
Purchases				
Current Purchases	—	$0.00	15.24%(v)	$0.00
Promotional Purchase	10/12/16	$2,842.66	0.00%	$0.00
Balance Transfers				
Current Balance Transfers/Checks	—	$0.00	15.24%(v)	$0.00
Cash Advances				
Current Cash Advance	—	$0.00	25.49%(v)	$0.00
Total				**$0.00**

Your Annual Percentage Rate (APR) is the annual interest rate on your account. (v)=Variable Rate

Please detach and return coupon with payment.

DIAMOND RESORTS

Diamond Resorts Financial Services, Inc.
Return Mail Processing Center
PO Box 8526
Coral Springs, FL 33075-8526

Monthly Mortgage Statement

Account #:	0024636778
Invoice Date:	03/05/2016
Due Date:	03/26/2016

Ronald Carl Bonar
9524 Sunny Ln
Versailles MO 65084-4157

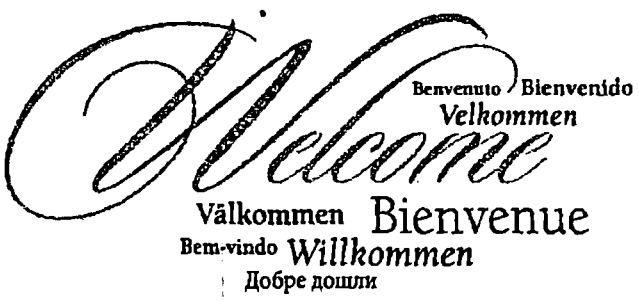
Principal Balance Remaining as of 03/05/2016	$13,591.00
Interest Paid to Date as of 03/05/2016	$0.00
Total Due	$216.94

due before 4/5/16

DIAMOND RESORTS
INTERNATIONAL

Relaxation unlimited

DIAMONDRESORTS.COM



Diamond Resorts International®, with global headquarters in Las Vegas, Nevada, is one of the largest hospitality companies in the world with a network of more than 260 vacation destinations located in 28 countries throughout the continental United States, Hawaii, Canada, Mexico, the Caribbean, South America, Central America, Europe, Asia, Australia and Africa. Offering simplicity, choice and comfort to more than 490,000 owner-families through our branded hospitality service, Diamond Resorts International® is dedicated to providing its guests with effortless and relaxing vacation experiences every time, for a lifetime.

Annually, nearly 1.4 million owners, members and guests enjoy the simplicity, choice and comfort Diamond Resorts International® offers through our branded hospitality experience.

About Diamond Resorts Corporation
Diamond Resorts Corporation and its subsidiaries develop, own, operate and manage vacation ownership resorts and, through resort and partner affiliation agreements, provide owners and members with access to 79 managed resorts, 180 affiliated resorts and hotels and four cruise itineraries through THE Club® at Diamond Resorts International®. To learn more, visit DiamondResorts.com.

17369

DIAMOND RESORTS

4500
8740
13 240
3375
16,620
2016

16,620
8740 + 2017
25,360
4,500 - 2017
29,860
2016+17
8,000
37,860

2016 points

Current Points	0

Total Points	4,500
CCOM Points	8,740
Bonus Points	3,375

ocean ref =

Added Points	4,500
PPP	$3.62

1	Purchase Price	$37,260	1
2	Additional Equity	$20,960	2
3	Adjusted Purchase Price	$16,300	3
4	Down Payment	$3,280	4
5	Closing Costs	$571	5
6	Special Fees (wrap)	$0	6
7	Credits Received Today	$0.00	7
8	Funds Received Today	$3,280.00	8
9	Pick up Amount	$0.00	9
10	New Purchase Amount	$13,020.00	10
11	Existing Loan Amount	$0.00	11
12	Total Finance Amount	$13,591.00	12

Maintenance Fees (based on added points) $1,167

Presentation Date: Tuesday, February 16, 2016

Name:	
Lead #	

Existing Loan Amount
$0.00

2017 13240
2016 16615
29,855

Interest Rate	13.99%
Term	120
Monthly P & I. Payment	$210.94
Monthly Collection Fee	$6.00
Total Monthly Payment	$216.94

Accept: □ Yes □ No

x

x

NOTE: THE ABOVE OFFER IS VALID DURING TODAY'S PRESENTATION ONLY AND WILL BE VOID AT THE END OF THIS PRESENTATION.

DIAMOND RESORTS

Current Points	0

Added Points	6,500
PPP	$3.60

Total Points	6,500
CCOM Points	8,740
Bonus Points	6,500

1	**Purchase Price**	**$53,820**	1
2	Additional Equity	$30,420	2
3	**Adjusted Purchase Price**	**$23,400**	3
4	Down Payment	$4,680	4
5	Closing Costs	$750	5
6	Special Fees (wrap)	$0	6
7	Credits Received Today	$0.00	7
8	Funds Received Today	$4,680.00	8
9	Pick up Amount	$0.00	9
10	New Purchase Amount	$18,720.00	10
11	Existing Loan Amount	$0.00	11
12	Total Finance Amount	$19,470.00	12

Maintenance Fees $1,496
(based on added points)

Presentation Date: **Tuesday, February 16, 2016**

Name:	
Lead #	

Existing Loan Amount
$0.00

Interest Rate	13.99%
Term	120
Monthly P & L Payment	$302.19
Monthly Collection Fee	$6.00
Total Monthly Payment	$308.19

Accept: □ **Yes** □ **No**

x

x

NOTE: THE ABOVE OFFER IS VALID DURING TODAY'S PRESENTATION ONLY AND WILL BE VOID AT THE END OF THIS PRESENTATION.

Subject: Payment Confirmation from Diamond Resorts

From: BillingHelp@diamondresorts.com (BillingHelp@diamondresorts.com)

To: rmbonar@yahoo.com;

Date: Thursday, May 5, 2016 4:33 PM

Diamond Resorts International®

View Accounts | Privacy Promise | Contact Us

Dear Ronald Carl Bonar

Thank you for your recent payment. Thedetails of your activity are listed below for your convenience.

Payment Summary

Loan	24636778	8719284	06623C	$6,000.00

Payment Details

Transaction Date	05-MAY-2016
Payment Type	Credit Card
Account	VIS[redacted]
Payment Amount	$6,000.00
Payment Date	05-MAY-2016

This confirmation is not a guarantee that payment will be successfully charged on the payment date.

This is a message regarding an activity, no action is necessary unless the activity occurred without your knowledge.

Please call 1.877.DRI.CLUB to report any unauthorized access or changes.

We value your business and are committed to keeping your account and personal information safe.

Subject: Payment Confirmation from Diamond Resorts

From: BillingHelp@diamondresorts.com (BillingHelp@diamondresorts.com)

To: rmbonar@yahoo.com;

Date: Thursday, May 5, 2016 4:35 PM

Diamond Resorts International®

View Accounts | Privacy Promise | Contact Us

Dear Ronald Carl Bonar

Thank you for your recent payment. Thedetails of your activity are listed below for your convenience.

Payment Summary

Loan	24636778	8719291	00543R	$7,537.10

Payment Details

Transaction Date	05-MAY-2016
Payment Type	Credit Card
Account	DIS[redacted]
Payment Amount	$7,537.10
Payment Date	05-MAY-2016

This confirmation is not a guarantee that payment will be successfully charged on the payment date.

This is a message regarding an activity, no action is necessary unless the activity occurred without your knowledge.

Please call 1.877.DRI.CLUB to report any unauthorized access or changes.

We value your business and are committed to keeping your account and personal information safe.

Surepay Automatic Payment Plan Form

Loan Number: 0024636778
Borrower(s) Name(s): RONALD CARL BONAR & MELODY DIANNE BONAR
Address: 9524 SUNNY LANE
VERSAILLES MO 65084

Please remit a voided check (checking account) or savings account information on bank letterhead (savings account)with authorization form

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS(ACH DEBITS)

I (we) hereby authorize Diamond Resorts Financial Services, Inc., or successor servicer, hereinafter called COMPANY, to initiate debit entries to my (our) __Checking Account, __ Savings Account (select one) indicate below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account I (we) acknowledge that the origination of ACH transactions to my(our) account must comply with the provisions of U.S. law.

Depository Name	City	State	Zip

Routing Number	Account Number	Payment Amount $216.94	Additional Principal

This authorization is to remain in full force and effect until COMPANY has received written notification from me(either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it Please allow 10 days for all changes to be effective.

Please Print - Name(s)	Loan Account No 0024636778
Signature	Date:
Signature	Date:

Mail Completed Form to:
Diamond Resorts Financial Services, Inc.
Attn: Loan Servicing
10600 West Charleston Boulevard
Las Vegas, NV 89135

Temporary Payment Coupons

DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK

Loan No: 0024636778

Amount enclosed:

RONALD CARL BONAR & MELODY DIANNE BONAR
9524 SUNNY LANE
VERSAILLES MO 65084

Make checks payable to: Diamond Resorts Financial Services, Inc.

Please Remit Payment to:
Diamond Resorts Financial Services, Inc.
P.O. Box 60480
Los Angeles, CA 90060-0480

DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK

Loan No: 0024636778

Amount enclosed:

RONALD CARL BONAR & MELODY DIANNE BONAR
9524 SUNNY LANE
VERSAILLES MO 65084

Make checks payable to: Diamond Resorts Financial Services, Inc.

Please Remit Payment to:
Diamond ResortsFinancial Services, Inc.
P.O. Box 60480
Los Angeles, CA 90060-0480

DIAMOND RESORTS
INTERNATIONAL

February 27, 2016

(cd)
RONALD CARL BONAR & MELODY DIANNE BONAR
9524 SUNNY LANE
VERSAILLES MO 65084

Re: Loan Number: 0024636778

We are pleased to inform you that we will now be servicing your account with Diamond Resorts Financial Services, Inc.. You will soon be receiving your first monthly statement.

If you do not receive your monthly statement before your next due date, 26-Mar-2016, please make your check payable to Diamond Resorts Financial Services, Inc., write your Loan Account Number on the check, and forward your payment along with the temporary coupon attached to:

Diamond Resorts Financial Services, Inc.
P.O. Box 60480
Los Angeles, CA 90060-0480.

In lieu of writing and mailing a check each month, you can choose to authorize Diamond Resorts Financial Services, Inc. to have your bank automatically forward your payments. Your monthly statement will include a description of and instructions for initiating the Surepay Automatic Payment Plan. If you would like to sign up for this program prior to receiving your first monthly statement, please complete the attached form and fax it to 702.765.8725, or if you prefer to mail the attached form with a voided check, please send to Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

If applicable, we will provide you with a statement at the end of the year indicating the amount of interest paid on your account for that year.

You may contact us at 877.DRI.CLUB (877.374.2582) or e-mail ContactUs@diamondresorts.com if you have any questions regarding this matter.

Sincerely,

Diamond Resorts Financial Services, Inc.

========== TRANSACTION RECORD ==========
1st AM - Diamond - The Club
400 S. Rampart Blvd.
Las Vegas, NV 89145
United States

TYPE: Purchase

ACCT: Mastercard $ 3,280.00 USD

CARD NUMBER : [redacted]
DATE/TIME : 16 Feb 16 17:25:26
REFERENCE # : 0001 0447 M
AUTHOR. # : 05862Z
TRANS. REF. :

Approved - Thank You 00

SIGNATURE

Please retain this copy for your records.

Cardholder will pay above amount to card issuer pursuant to cardholder agreement.
==========

Diamond Resorts

17383179-Truth In Lending Disclosure Multisite Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:
Ronald Carl Bonar
Name
Melody Dianne Bonar
Name
Name
Name
9524 Sunny Lane
Address
Versailles, Missouri 65084
City/State/Zip

24636778
Promissory Note Number

573-378-4188
Home Telephone

Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $3,280.00
14.7193 %	$12,441.80	$13,591.00	$26,032.80	$29,312.80

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee =		Total Payment	
120	$210.94	+	$6.00 =	$216.94	April 1st, 2016 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: ☐ **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, your interest rate will increase by Zero percent (0.00%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from **$216.94** to **$216.94.**

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

X Ronald Bonar X Melody Bonar

Florida

17383179-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Multisite Rules and Regulations
- ☐ Entire Purchase and Security Agreement
- ☐ THE Club® Exchange Documents
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ Truth In Lending Disclosure Statement
- ☐ Privacy Policy
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Schedule of Reservation Rates
- ☐ Receipt for Timeshare Documents
- ☐ Interval International Document
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Sure Pay Authorization
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

X Ronald Bonar — February 16th, 2016
Signature — Date

Ronald Carl Bonar
Printed Name

X Melody Bonar — February 16th, 2016
Signature — Date

Melody Dianne Bonar
Printed Name

Signature — February 16th, 2016
Date

Printed Name

Signature — February 16th, 2016
Date

Griffith, Carol

From:	Kerchner, Barbara <Barbara.Kerchner@diamondresorts.com>
Sent:	Friday, June 10, 2016 5:03 PM
To:	Griffith, Carol
Subject:	RE: MO Attorney General Complaint CC-2016-05-012828 Diamond Resorts - Bonar - DRI 16-350
Attachments:	Bonar response 6-10-2016.pdf

Good afternoon,

Please find attached Diamond's response to the above-referenced complaint. Thank you.

Barbara Kerchner | Consumer & Regulatory Affairs Officer | Diamond Resorts International® | Tel: 702.823.7304 | Fax: 702.684.8710

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—Original Message—
From: carol.griffith@ago.mo.gov [mailto:carol.griffith@ago.mo.gov]
Sent: Tuesday, May 24, 2016 8:58 AM
To: Kerchner, Barbara
Subject: MO Attorney General Complaint CC-2016-05-012828 Diamond Resorts

Please see the attached correspondence from the office of Missouri Attorney General Chris Koster.

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

June 10, 2016

Ms. Carol Griffith
Consumer Protection Division
Attorney General of Missouri
PO Box 899
Jefferson City, MO 65102

VIA E-MAIL: carol.griffith@ago.mo.gov

Re: Complaint No. CC-2016-05-012828/Ronald & Melody Bonar
(Diamond File No. 16-350)

Dear Ms. Griffith:

We are writing in response to your letter, dated May 25, 2016, regarding the above-referenced complaint on behalf of Diamond Resorts U.S. Collection Development, LLC, which is part of the Diamond Resorts International family of companies ("Diamond"). The purpose of this letter is to provide you with an update regarding our investigation and resolution of this matter.

A. Internal Investigation Findings

We have carefully reviewed the Bonars' complaint and our own records. We also have conducted an internal investigation of the matter and have reached our conclusions based on our review of the record. We respectfully disagree with many of the allegations in the Bonars' complaint.

On February 16, 2016, while staying at Cypress Pointe in Orlando, Florida, the Bonars decided to purchase 4,500 points in Diamond's US Collection. The sales agent assigned to the Bonars' February 2016 purchase was Sheryl Rotondi, the sales manager assigned to the transaction was Lina Dehneh, and the Quality Assurance officer was Enid Alicea.

While the Bonars allege they took a handwritten cancellation letter to Cypress Pointe on February 19, 2016, we note that the Bonars still had another seven days before the rescission period expired to mail their letter to Diamond. That the Bonars addressed the letter to the Rescission Coordinator at Diamond's Las Vegas, Nevada office supports the conclusion that they understood how to exercise their right of rescission but decided not to mail this letter to Diamond prior to expiration of the rescission period. Moreover, Diamond's records indicate that, shortly after February 19, 2016, the Bonars had several conversations with Diamond

10600 West Charleston Boulevard, Las Vegas, Nevada 89135 • 702.823.7301 • barbara.kerchner@diamondresorts.com

hospitality representatives during which they appeared satisfied with their purchase, including indicating they were making plans for reservations. During these conversations, the Bonars made no mention of wanting to cancel their purchase. Significantly, the Bonars used their ownership to book a 7-night stay at Grand Villas Resort in Orlando, Florida from February 20 to February 27, 2016. On May 5, 2016, the Bonars paid off their February 2016 purchase in full.

On May 16, 2016, while staying at The Suites at Fall Creek in Branson, Missouri, the Bonars decided to purchase an additional 4,000 points in Diamond's US Collection. The sales agent assigned to the Bonars' May 2016 purchase was James Hutchinson, the sales manager assigned to the transaction was Ryan Gist, and the Quality Assurance officer was Robert Shirley. In a letter postmarked May 19, 2016, the Bonars timely requested that Diamond cancel and refund their purchase. Diamond received this request on May 23, 2016, and approved the cancellation before it received a copy of the Bonars' complaint. The cancellation and refund was fully processed as of May 27, 2016.

B. Resolution

Please know that Diamond takes the concerns of its owners, members, and guests very seriously. Based upon the results of our internal investigation summarized above, Diamond submits that any issues with respect to the Bonars' May 2016 purchase were resolved through cancellation and refund prior to Diamond's receipt of the complaint. As for the Bonars' February 2016 purchase, Diamond submits that the complaint is without merit, and accordingly will not agree to release the Bonars from their binding contractual obligations at this time, but will continue to make available opportunities to meet their vacation needs.

We hope this additional information dispels and alleviates any concerns you may have regarding the above-referenced complaint.

Sincerely,

Barbara A. Kerchner
Consumer and Regulatory Affairs Officer
barbara.kerchner@diamondresorts.com
phone: 702.823.7304/fax: 702.684.8710

Missouri Attorney General Chris Koster
Attention: Carol Griffith

CC 2016-05-12828
Diamond File NO 16-350

We received you envelope from Barbara Kerchner at Diamond Resorts. She did not address at all the registered letter we sent them on 5/23/16 to cancel contract # 17383179 dated 2/16/16 according to Florida Statute 721.07(6) which states we have "10 days from receiving LAST of ALL DOCUMENTS" to send intent to cancel letter which they received on 5/27/16. We have NEVER received this document, but the sales people in Branson, MO showed it to us at a training turned sales meeting on 5/16/16.

Diamond needs to cancel the contract and refund ALL monies they have received from us and refund all credit card charges, etc. OR their license to operate in MO & FL should be suspended!!

Thank you Carol for your help with this situation/ matter.

Ronald & Melody Bonar
9524 Sunny Lane
Versailles, MO 65084
Or rmbonar@yahoo.com or 573-378-4188
6-26-16

Subject: Automatic reply: Bonar cancellation of contract/ missing document

From: Goebel, Shannon (Shannon.Goebel@diamondresorts.com)

To: mbonar@yahoo.com;

Date: Sunday, June 26, 2016 1:37 PM

Thank you for contacting me.

I will be out of the office until further notice.

For Legal matters: Please contact Legal@diamondresorts.com

For administrative matters: Please contact Julia.Russell@diamondresorts.com

Shannon
Goebel-Fitzpatrick | Legal Administrative Assistant | Diamond Resorts International® | Tel: 702.823.7339 | Fax: 702.684.8710

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Shannon.goebel@diamondresorts.com

I talked to Barbara Kerchner on 6/17/16 about a cancellation of contract request & complaint to the MO Attorney General's office. She said to email you.

We sent a request on 5/23/16 to Diamonds and it was received on 5/27/16. We asked to cancel contract #17383179 dated 2/16/16 because we have not received all pertinent documents per the 10 day Florida law 721.07(6). We did not discover this until a training meeting turned into an entrapment sales meeting we attended in Branson on 5/16/16 where your salesmen repeatedly showed us this document* we had signed on 2/16/16. Then saying we had to sign another contract to update to "silver forever" plus 4500 more points. $16,000 + $16,000. = $32,000. - we don't have this much money!!! We told Lina Dehnel this in Feb. also.

> This document* that we have NEVER received has on it "CCOM forever" and "silver for 2 years" and our signatures: Ronald Bonar and Melody Bonar. This is a "pertinent" document* to show what we were to get or have as far as how long. It was used by the Branson sales people against us. .

We are also upset with what Lina Dehnel told us - We had told her we didn't have any money; we had just signed on 1/27/16 with Summer Bay/ Exploria resorts for almost $10,000., but she said, "Send them a letter to cancel that contract & date it 2/5/16 (even though it was 2/16/16) and they would cancel". We did what she said but they won't cancel and we still owe them $10,000. also!!! We can't afford both!! The closer promised us copies of ALL documents* signed on 2/16/16, but after the sales meeting in Branson we went to our room and looked at every document & this one the Branson salesmen showed us wasn't among what we received, but we did find the document about our right to cancel based on 10 days after ALL documents whichever is later. We still haven't gotten this document*!! Also Lina said we could use our 4500 points plus CCOM points of 8740 from our Bahamas week plus the 3375 bonus points = 16,615 to call Diamonds in Dec. & book a 1 bedroom unit in Hawaii for 8 weeks for 16,000 points to stay the 1st 8 weeks of Jan. & Feb., 2017 and then 6-8 wks. every year after in Hawaii!! We became very doubtful we could do this.

Back to 2/19/16 - We decided we couldn't afford to do this with the Exploria not cancelled so we took a cancellation letter back into the cubical where we had signed everything and gave it to the lady. She read it and said she had to get Lina. Lina came in and reassured us over & over & over that the Exploria contract would be cancelled and said "no problem" getting into Hawaii next Jan. & Feb. 2017 for 8 weeks!! She did not tell us we had to mail our cancellation letter to Las Vegas!

A lady called us in March and said we needed to attend a "Training meeting" in Branson so she arranged that for 5/16/16. When we got there these salesmen were well prepared for us - not to train, but to sell us more points. They pulled this document* out knowing we did not have a copy of it & that we had not been to an (estate meeting???) When we

said we couldn't afford the 4500 points to reach 15,000 points or silver level, they asked us what we could afford. We thought and said 2000 points at $3.+/ point so they then pulled out a paper for 2000 points (how well planned), but for $8.+/ point & 2% higher interest so amount owed was still about the same!

The Orlando & Branson sales people lied to us about having everything we needed to go to Hawaii and not going without more points. We believe this document* that they had was not given to us intentionally!!!

When we read the document about cancelling within 10 days of receiving ALL documents we knew we had no chance but cancel all Diamonds contracts so we did!

PS Several years ago we went to a Diamonds presentation in Hawaii. It was pleasant, but these Orlando/ Branson sales pitches were nightmares and we would not recommend them to anybody!!! Are you aware what your sales people do? Please stop breaking the Florida statutes on timeshares 721.07(6).

Please cancel this contract #17383179 and return all our monies sent to you and the 3 credit card charges. Plus return our promissory note/ loan papers marked cancelled.

> Florida Law - "You may cancel this contract without penalty or obligation within (10) calendar days after the date you sign this contract OR the date on which you receive the LAST of ALL DOCUMENTS, required to be given to you pursuant to Section 721.07(6) Florida Statutes, WHICHEVER IS LATER." (See Attachment)

We expect a full refund of all monies with this purchase within 10 days and a reply.

Thank you.

Ronald Bonar

Ronald & Melody Bonar
Rmbonar@yahoo.com
9524 Sunny Ln
Versailles, MO 65084

6-23-16

*We know this document exists - it was shown to us several times in Branson - and we also know we have never received it and it is Pertinent!!

21. STATE SPECIFIC PROVISIONS:

(a) Refund Upon Cancellation. In the event that Purchaser cancels this Agreement during the Cancellation Period, Seller will refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser the total amount of any and all payments made by Purchaser under this Agreement and such refund shall be made by Seller or Escrow Agent within twenty (20) calendar days after Seller's actual receipt of Purchaser's written notice of cancellation, or within five (5) calendar days after Seller's or Escrow Agent's receipt of funds from Purchaser's cleared check, whichever is later.

(b) Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

(c) Public Offering Statement. **Seller is required to provide the Association with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the Association for inspection as part of the books and records of the Association.**

(d) Rescission Rights. **"You may cancel this Agreement without any penalty or obligation within 10 calendar days after the date you sign this Agreement, or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later." If you decide to cancel this Agreement, you must notify Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services, 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the day and year first written above.

x Ronald Bonar
Signature: Ronald Carl Bonar

Street Address: 9524 Sunny Lane
City, State, Zip Code: Versailles, Missouri 65084
Home Telephone Number: 573-378-4188
Business Telephone Number:
E-Mail Address: rmbonar@yahoo.com

x Melody Bonar
Signature: Melody Dianne Bonar

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address:

Signature:

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company,
a Delaware corporation, its sole manager

By:
Authorized Representative
MARIA ALCARAZ
Printed Name
2-16-16
Acceptance Date
Sheryl - 42338 Rotondi
Sales Agent (Print)

REV. 7-23-2014

Also Lisa said we could use of our 4500 points plus CCB7 pts of 8740 for our Bahamas, wk also + 3375 bonus pts to call Diamonds in Dec & book a 1 bedroom unit in Hawaii for 8 wks for 16,000 pts to stay 1st 8 wks of Jan/Feb 2017.!!

6 years

16,615
+13240
29,855
-16,000 (1)
13 855
+13 240
27,095
+16,000 (2)
11, 095
+13,240
24, 335
-16,000 (3)
8 335
13 240
21 575
-16,000 (4)
5575
13240
18815
-16,000 (5)
2815
13240
16,055
-16,000 (6) yrs
then 6 wks

then 6 wks 55
13 240
-12,000
1 295
+13 240
14, 535 7 wks
14,000
535
+13 240
13 775
-12000
1775

6-7 wks
stays after

etc

etc

Cash/Timeshare - Resale

To Whom It May Concern:

I have recently acquired a cancellation for my Diamond timeshare contract after months of back and forth on account of their constant lies and misleading information. However, I feel that after the amount of money wasted, few vacations I was actually able to go on, and time spent constantly worrying I feel it is only fair that I receive a refund of some of my investment. No one has been able to help with this matter so I am now reaching out to you in the hopes that you can contact Diamond on my behalf and get some sort of response to my requests and complaints.

Everything concerning Diamond was a lie and misleading from the beginning, constantly being told of what I could do with my contract when in fact, I was not able to do anything I wanted or was told! So much money went into this contract with barely anything in return and I do not see how that is right! How can they get away with taking my money and blatantly lying to my face?

I sincerely hope you can help me with this case and if there is anything at all you may need from me to help move this forward, please let me know.

Thank you,

Marc A. Lawrence

August 23, 2016

Marc Lawrence

To Whom It May Concern:

Almost two years ago my wife and I became timeshare owners at Starwood Harbor Side at Atlantis. After not being able to use our timeshare once and not being able to pay the outrageous fees, we asked to be cancelled completely as clients. They basically said they were not able to help us and that there is no way out of their contract. Well, after months and months of going back and forth, we were able to do just that! We are reaching out to you today in hopes that you could reach out to Starwood on our behalf in helping us acquire the refund we think we deserve.

It is very disheartening to put so much money into something we were told would be easy to use whenever we liked, and then go almost two years and never be able to utilize our timeshare because it never worked out for them. We were so excited to be timeshare owners at such an amazing place, but it has been lies and disappointing from the beginning.

We feel we deserve something back from the unfair treatment we received and would greatly appreciate any and all help you may be able to give to our situation.

Thanks you for your time.

Sincerely,

Brenda and Marc Lawrence

August 23, 2016

Brenda Lawrence

Marc Lawrence

WESTCHESTER NY 105

29 AUG 2026 PM 1 L

Lawrence
42 Ben Lomond Drive
Middletown, NY 10941

Office of Attorney General
PAM BONDI
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099

CS/Timeshare

August 23, 2016

To whom it may concern,

This is in reference to my timeshare purchase from Club Navigo, taken over by Diamond Resorts, Liki Tiki Village in Orlando, Florida, with Morrow Jackson (sales agent). I am writing to complain that I am not interested on continuing with my contract #BII/42605.1.

I have forwarded a letter requesting cancellation and a full monetary refund on July 12th, 2016. See attachment. I have been a member since June 16, 2005. The lack of communication from Diamond just adds on to the discontentment. It's been more than a month since the letter was sent and as of today, I have not received feedback or any type of acknowledgement. When we call them, no one seems to know about the letter. My **mortgage has been paid in full** and the last payment on the maintenance fees was made in January.

The problem with Diamond has been that since their takeover the maintenance fees have excessively increased. We've used the timeshare a couple of times and have had to attend a forced sales presentation at each stay, which always lasted way over the scheduled 90 minutes – declined both sale offers. We never upgraded. We stuck with our original Club Navigo agreement and it was never mentioned to us that our maintenance fees would increase. Our initial payments were $738.84 every 2 years, which was $368.92 per year to now, $705.25 per year, under Diamond's management. These increases do not make any sense. They're offering the same accommodations and no improvements to the facilities. The time we used the unit for the first time, in July 15, 2007, after our purchase, the conditions were disgusting. The unit had dirty carpets that turned socks black and the dead bolt lock would not work. There was not bed linen for our couch bed (We arrived late at night, so made do until next morning.) We had an upgrade meeting the next morning and registered a complaint. They insisted they would get it taken care of immediately. The only thing they did was clean the carpet, which we had to be gone from room for several hours. We kept asking about the lock being fixed and only promises were made to get it fixed, never happened. On checkout, we filed another complaint. I, Michael, refused to visit Liki Tiki Resort again until 2015, hoping since new management maybe things have changed.

Also, we were told we could will our membership to our child. They would get to continue the membership much cheaper than buying their own membership. Did not say someone would have to continue our membership financial obligations forever. I spoke to someone at Diamond recently who told me that it is not true that at the time of our death the contract had to pass down to our heirs. He said ask an attorney, in response, I asked if he could put that in writing and he said, "We don't do that, just check with an attorney." We have tried to get back in touch with them but have not been successful yet.

According to the:

"Section 6(e) of RESPA, 12 U.S.C. 2605(e), imposes requirements on a loan servicer whenever it receives a "qualified written request" (QWR) from the borrower (or the borrower's agent) ...

The servicer must acknowledge receipt of the QWR within twenty (20) days**, unless the servicer takes the action requested by the QWR prior to the expiration of the 20-day period. 12 U.S.C. § 2605(e)(1)(A). **Within sixty (60) days of receiving a QWR, the servicer must conduct an investigation and respond to the borrower in one of three ways… During the sixty (60) day period following the servicer's receipt of a QWR relating to a dispute regarding the borrower's payments, the servicer is prohibited from providing adverse information regarding the disputed payment(s) to any Consumer Reporting Agency.

*Individual plaintiffs who prevail are **entitled to actual damages plus statutory damages of up to $1,000 in cases where there is a pattern or practice of noncompliance."***

A QWR has been sent to Diamond Resorts and more than 20 days have passed. No acknowledgement of receipt has been received, therefore, I am reporting their noncompliance with Section 6(e) of RESPA, 12 U.S.C. 2605(e). I believe you will look into this matter and assist me with my cancellation and refund requests.

Looking forward to your input.

Your sincerely,

Michael Nipko

Michael Nipko
902 Applewood Ave
Kannapolis, NC 28081

enclosure

Diamond Resorts
10600 West Charleston Blvd.
Las Vegas, NV 89135

I am very unhappy with my experience of ownership of your Liki Tiki Village in Orlando.
Your takeover of management of the resort, with its increase in fees only adds to the dissatisfaction.

I was not satisfied with the time-share under its previous management.

The initial visit when the purchase was made was very good but have gone down hill since then.
On my first visit after the purchase, the unit had dirty carpets that turned socks black and the dead bolt lock would not work. I complained to the 'desk' but since the resort was full they could not move me. They did not fix the dead bolt lock and an attempt to vacuum the carpet did not clean it.

I had to put up with the situation for the entire week stay. As a result I did not stay at that resort again, making future years reservations at other resorts incurring additional fees just to use what was purchased.

The original sale presentation did not mention increases in fees. They have increased several times and you have increased them again to be in line with 'your level of accommodations'.

Also the sales presentation said that the purchase COULD be passed on to a child on our death. It did not mention that the ownership would HAVE to be picked up by someone, including continuing maintenance fee obligations.

I request a complete contract cancellation.
I have stopped all future payments associated with this time-share.
I request that you do nothing to harm my credit.

I expect a full resolution of this matter within 30 days.

Sincerely

Michael Nipko

Michael Nipko
902 Applewood Ave.
Kannapolis, NC 28081
704-298-4256

MICHAEL B NIPKO
902 APPLEWOOD AVE
KANNAPOLIS, NC 28081-5380

CHARLOTTE NC 282

29 AUG 2016 PM 4 L

USA FOREVER

Office of Attorney General - Pam Bondi
State of Florida - Protection
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099

Carlos R. Maglalang & Joanne M. Maglalang
18043 Falcon Green Ct.
Orlando, FL 32820

August 26, 2016

To Whom It May Concern:

We are writing to you for assistance with our case against Diamond Resorts International. Throughout our ownership we have fallen victim to their fraudulence and have reached out to the company to terminate our ownership and asked for a refund of our last 2 upgrade purchases. However, their Hospitality Management Team continues to deny our case and claim that the deceptive sales tactics used on us are untrue. We are unhappy with their denial and feel they should take responsibility for their representatives who have lied to us on numerous occasions, made us believe we'd receive a better vacationing experience than we've gotten, and have pressured us into making purchases that weren't right for us.

Please review each of the attached documents, which give a snapshot of our experience with Diamond since we formally submitted our complaint in June. The first letter(s) explains the issues we've had with our Diamond ownership, including our Gold Key membership, which is now owned by Diamond. Next you'll see an email we received from Taylor Johnson of Diamond suggesting that we are able to relinquish our ownership without refund. When we emailed Taylor back, asking to send forth the paperwork to terminate our entire ownership, she responded that they were unable to terminate our entire ownership, despite what her previous email had stated. We also got an email from an Adria Brown during this time, giving us conflicting information from what Taylor had original sent us – denying our request. Attached you'll find our response to Adria's denial of our request. You'll also find a variety of letters we've sent to Diamond in response to the delinquency/default notices received in addition to a request to take us off of their call log, as the collection calls were getting so plentiful that we considered them harassment.

We think we've provided you with enough evidence for our case, but if you need anything else, please let us know.

We very much appreciate any and all assistance you can give us.

Thank you,

Carlos R. Maglalang
for Joanne M. Maglalang

Carlos & Joanne Maglalang

Diamond International
Corporate Hospitality Management
10600 West Charleston Blvd
Las Vegas, NV 89135

To whom it may concern:

I am requesting cancellation of my contract (22933777), a full refund of all payments made to date, no collection for past due payments or late maintenance fees, and no harm to my credit. My reasons for this request are due to the misrepresentations and lies that were presented to me during the initial sales presentation and later during the sales presentation disguised as an owner's update. Additionally, the high pressure tactics used was harassment which I never want to experience again.

My reasons for cancellation include the following:

- The sales team misrepresented the value of our purchase by first selling us a Sampler package for $995. When we scheduled our vacation with this package we were able to book 2 vacations; a 7 day vacation in a 3 bedroom condo in Florida and another 4 day vacation in a 2 bedroom Williamsburg condo during the peak summer months. This representation of cost to value was deceptive giving us the impression that if we purchased points then we would have the same kind of vacations and booking power. Logically $9,000 more should buy you the same kind of vacation or more, but it didn't.
- We attended 3 presentations, at the first presentation we purchased the Sampler Package, the 2nd was required when we used the Sampler package and the 3rd was also required for us to use the remaining half of the Sampler Package. Each of these sales presentations were over 2-3 hours. High pressure sales tactics were used with 3 sales agents or supervisors to provide a better deal to get us to buy something.
- Sales agent lied to us by telling us our VA Beach – Ocean Beach Club property (2012) could be traded into the Diamond system for 5500 points. We were given a 1-800 # to call to make that transaction but when we tried to call later that year to do so we were told by the representative that it could not be done nor did they understand what I was trying to do.
- In 2013, when we attended the 3rd presentation and raised the issue of not being able to use our VA Beach for points and we were told that we didn't own enough points to participate. We needed to own 5000 points in order to use the VA Beach property in the Club Select. We purchased more points and yet when we tried the same number we were met with confusion and instructed to go to Interval International to bank our property which never crossed over to points with Diamond.
- At the 3rd presentation we were given an Interval International credit card as part of our application for the upgrade and told that our purchases would provide cash back to help pay for our maintenance fees. We agreed to the card and used it for our first year maintenance fees but discovered that they did not have a cash bonus program. We were lied to again.
- At each presentation we were told that the ownership in Diamond would be an investment and we would save money over the lifetime on our vacations and that these savings could be passed on to our family. An investment has the ability to grow in worth or selling power this was not an investment nor did it have any cash value growth and it did not save us any money over the life

of the loan as we had to make monthly payments and annual large maintenance fees and yet could not take the vacation we were promised.

- The contract I signed stated I "purchased 2500 points in US Collection that will allow me to assign 1 qualified accommodation week, which I may deposit on an annual basis from today's purchase". We were lied to and have not been able to use our points in Club Select every year as we were led to believe. Matter of fact we have had to roll over the points from year to year with the hopes of having enough points the next year to have the week vacation as promised.
- We were led to believe that we could sell our time share but when we attempted to do so found that there was no value in it and could not even give it away. We found a resale website with many owners that were trying to sell their Diamond time shares and were trying to give them away.
- We called Diamond to try to find out how we could sell the first 2500 points that we had already paid off. We found out that our paid off contract had been consolidated into one account and we were told that we could not because we had a loan balance remaining on our second contract. This is another example of a deceptive practice designed to trap members from being able to sell what they own. The only option we had was to continue to pay off the remaining contract then we could relinquish the points and turn them back in and request our maintenance fee to be cancelled but there was no promise that they would comply.
- We paid off our first contract (16261584) by the second month on 17 September 2012. Instead of reflecting that it was paid in full on our credit report, Diamond reported to Experian credit bureau that we were 30 days delinquent. When I received military orders to be reassigned we attempted to refinance our home to a mortgage that was closer to a market rental rate. We discovered the reported delinquency and it ultimately cost us from being able to refinance our personal home and cost us thousands of dollars when we had to rent our home for less than the monthly mortgage payment. We wrote to Diamond in April 2014 with the evidence of our payoff history and requested the inaccuracy on our credit report to be corrected and expunged but it was not and the 30 day delinquency is still reflected on our report.

Although your records may show that we were able to transfer our points into Interval International it was only done out of pure frustration of the fact that we have been paying a lot of money and not being able to take the vacation we thought we were purchasing with Diamond. Please cancel our contract, return all of the money we have paid you, and do not place a negative report on our credit.

Carlos and Joanne Maglalang

Diamond International
Corporate Hospitality Management
10600 West Charleston Blvd
Las Vegas, NV 89135

To whom it may concern:

I am requesting cancellation of my Gold Key contract (24090711), a full refund of all payments made to date, no collection for past due payments or late maintenance fees, and no harm to my credit. Additionally, the high pressure tactics used to try to get a payment when my loan payment was not even a week overdue was relentless and non-caring and evident of how Diamond treats their clients.

My reasons for cancellation include the following:

- We attended an owner's update which turned into a 3 hours sales presentation and high pressure sales tactics until we purchased an upgrade.
- Gold Key promised that if we provided a list of referrals we could receive a reduced maintenance fee. We provided several names and never received a discount.
- Maintenance fees have gone up every year and will continue to go up making a 1 bedroom, 1 week vacation cost more than the market value of a week vacation home rental.
- When we found out that Diamond bought out Gold Key we were very unhappy. We were already unhappy with the way Diamond lied to us and believe that our Gold Key Ocean Beach Club will be converted to points.
- Our maintenance fee has increased more now that Diamond has assumed the loan than it did in all the years Gold Key managed our time share.
- When Diamond assumed the loan we were unable to access the Gold Key account to see our payment history on our first loan with the Beach Quarters property that was paid in full. When we called to request this information we were informed that the account information had not been transferred to them yet. Only the current contract payment history was available. We had to contact the financial office several times to request our account information needed.
- Diamond has been harsh in trying to collect a late payment one week over due. On 11 June 2016 Naomi from Diamond Financial office called pressing to get a payment and threatened to put negative reports on our credit and continue to call and press for payments and turn us over to collections.

Joanne and Carlos Maglalang

Email received from Taylor Johnson on 11 July 2016:

Dear Mr. and Mr.
Maglalang,

We are in receipt of your recent inquiry requesting a full refund and cancellation of your contract #16261584. We apologize for any credit errors that were done over two years ago, however we cannot offer a full refund on this contract. What we can offer as an exception is a relinquishment. This will cancel this account as requested with no monetary value in return. If this is an option for you than I will submit the request for the Mutual Release Agreement document to be mailed to your home address on file. Please note that there is also a $250 transfer fee associated with this relinquishment.

Please let me know if this is the route that you will like to go no later than Wednesday, July 13, 2016.

Kind Regards,

Taylor Johnson | Hospitality Management Specialist | Diamond Resorts International® | Tel: 702.473.7645 (12633) | Fax: 702.240.2576

Email response on 14 July 2016:

Taylor,

Thank you for the email and offer, however, we are a bit confused with the contract number included. We submitted two letters to Diamond International requesting the cancellation and refund of our Gold Key contract #24090711 and our Diamond contract #22933777. The contract number you listed in the email is neither of those.

We would like to proceed with the Mutual Release Agreement documents for the two contracts referenced above, however, we are not comfortable paying the $250 transfer fee associated with the relinquishment. Is there a way to avoid this fee?

A prompt response is appreciated.

Joanne & Carlos Maglalang

Email from Adria Brown on 15 July 2016:

Good Morning,

We appreciate you taking the time to express your concerns about your Membership with Diamond Resorts International®. Please allow us to elaborate on the points you brought to our attention. First, there is much information to be shared and discussed during a presentation. While presentations are usually scheduled for approximately 90 minutes, they can take longer if a guest expresses an interest and/or has questions.

We have Family or Friends Referral programs available to anyone that makes a purchase into Diamond Resorts International®. THE Club® dues are now represented by: THE Club® Base Collection and Point Collection. These fees cover the services required to operate and provide you with the benefits you enjoy as a Value tier member. Diamond does not assess your Maintenance fees annually; this fee is determined by your HOA (Home Owners Association). Per your Purchaser Acknowledgment form listed with your contractual agreement, you signed with the understanding that your assessment may be adjusted annually based on the needs of the resorts in your Collection. Since you are a part of the US Collection there are roughly 42+ resorts that you have access to, thus assessments are necessary for upkeep, management and property taxes.

Your Deeded inventory has been converted to points; you currently receive 7,475 points for the usage of your week. With this acquisition and the transfer of contracts this took a while and we apologize for the delay but this had no bearing on your Ownership.

Lastly, the State mandated rescission period was not adhered to with this purchase. This rescission period is for the protection of all consumers, thus you would have received a full return of all funds. Per the Fair Debt Collection Policy Act, Diamond Resort International® must report accurate information to your Credit Bureau. Failure to use the Vacation Ownership Points does not relieve you of your obligation to the Association. As such, you are obligated to pay dues each year. Failure to pay the Loan may result in an increased rate of finance charges to the maximum lawful rate under applicable law, as noted in your Truth In Lending Disclosure.

Based on the content of your information and the details noted in your contract, the sales staff did not commit an infraction, as the terms of your contract were clear at the time of signing. Respectfully you remain responsible for your maintenance fees and loan as invoiced. Thank you for taking the time to thoroughly review this response, please feel free to email me directly for any further inquiries.

Adria Brown | Senior Hospitality Management Specialist | Diamond Resorts International® |
Tel: 702-473-7645 ext.77913

Email response to Adria Brown, 19 July 2016:

Thank you for taking the time to respond to our email. At this time we are a little confused with conflicting emails we've received from you and Taylor Johnson, Hospitality Management Specialist at Diamond Resorts. In Taylor's response, he (or she?) states, "We apologize for any credit errors that were done over two years ago, however we cannot offer a full refund on this contract. What we can offer as an exception is a relinquishment. This will cancel this account as requested with no monetary value in return. If this is an option for you then I will submit the request for the Mutual Release Agreement document to be mailed to your home address on file. Please note that there is also a $250 transfer fee associated with this relinquishment."

At this time I'm wondering why, if you're both working in the same department, we're receiving such conflicting results.

To clarify, we want EVERYTHING cancelled. This includes everything we bought with Diamond and everything we have with Gold Key (which is owned by Diamond). We have provided our reasons and clearly, judging by Taylor's email, we CAN deed them back. We would like to proceed with this option immediately.

We know that your company is switching hands soon and we are assuming that due to this, you're trying to keep owners stuck in their situation so your company seems more appealing and worth more to Apollo. If this is the case, please let us know and we'll start reaching out directly to Apollo. Until the merger is completed, however, we assume that Diamond is who we should continue to work with regarding this matter.

Can you please advise us how to proceed to receive cancellation as quickly as possible?

Thank you,
Joanne & Carlos Maglalang

Attention:
Diamond Resorts International
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Regards:
Carlos R. Maglalang & Joanne M. Maglalang
18043 Falcon Green Ct.
Orlando, FL 32820

June 30, 2016

To Whom It May Concern:

Please allow this letter act as our formal request to stop all incoming calls from your company, Diamond Resorts International. Since we began our dispute a month ago, we have been harassed daily over the phone by your Financial Services Department. These individuals are calling upwards of 4-5 times per day right now and we are fearful of what the future might hold. We spoke with one representative who said they could put our calls on hold for 5 days, but that we had to write a letter into your office to request all calls to cease. Please abide by this request and also have someone in your Owner Care Department reach out to us via email or postal mail to proceed with our cancellation and refund request.

Thank you,

Carlos & Joanne Maglalang

Attention:
Diamond Resorts Financial Services, Inc.
P.O. Box 60480
Los Angeles, CA 90060-0480

Regards:
Carlos R. Maglalang & Joanne M. Maglalang
18043 Falcon Green Ct.
Orlando, FL 32820

Re: Loan Number: 0024090711 – OBR

June 20, 2016

Diamond Resorts Financial Services, Inc.:

Today we received a letter from your office, referenced above and dated June 15, 2016. The letter states that our account is due for our June 5, 2016 payment. At this point in time we are unwilling to make payments to your company because we have been lied to and manipulated by your representatives. At no point in time throughout our entire ownership do we feel that your representatives have been honest and trustworthy. As our ownership continues we only continue to unveil lies that have been told to us to get us to purchase. We are disappointed and are working on a letter to send out to your headquarters regarding our issues. At this time we are looking for your company to cancel our ownership as a whole and give us back the money we have invested since day one.

Please be patient as we submit our letter.

Thank you,

Carlos & Joanne Maglalang

Attention:
Diamond Resorts Financial Services, Inc.
P.O. Box 60480
Los Angeles, CA 90060-0480

Regards:
Carlos R. Maglalang & Joanne M. Maglalang
18043 Falcon Green Ct.
Orlando, FL 32820

Re: Loan Number: 0024090711 – OBR

August 18, 2016

Diamond Resorts Financial Services, Inc.:

We received another notice from your office, referenced above and dated August 4, 2016. This Notice of Mortgage Acceleration on Contract is much more forceful than the others we've received and we do not feel this is necessary. As you know by reviewing our account, we've already been in touch with your Hospitality Management Specialists with regards to issues we've had with our ownership. We have also requested that our ownership be cancelled because it was sold to us on false pretenses. The lies told are too plentiful for us to continue this relationship. Please pass this information along to the appropriate person and do not accelerate your action on the past due amount, as suggested in your letter. We're trying the best we can to settle this dispute amicably.

Thank you,

Carlos & Joanne Maglalang

Carlos R. Maglalang
18043 Falcon Green Ct.
Orlando, FL 32820-2712

UNITED STATES POSTAL SERVICE
1000
32399
U.S. POSTAGE
PAID
ORLANDO, FL
32828
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AMOUNT
$1.36
R2304M116644-37

OFFICE OF ATTORNEY GENERAL - PAM BONDI
STATE OF FLORIDA
THE CAPITOL PL-01
TALLAHASSEE, FL 32399-1050

CS/Timeshares

Gmail

sandra tucker <tucksondra77@gmail.com>

9/6/16 Attorney General -Diamond Resort

1 message

sandra tucker <tucksondra77@gmail.com> Tue, Sep 6, 2016 at 7:23 PM
To: sandra tucker <tucksondra77@gmail.com>

Diamond never called me to make arrangements and they sent me a certified letter in April 2016 for default date February 26, 2016 Deceitful should have current date. Diamond Resort International has also gotten rid of deceitful agents from Palms Country Club and Golf Resort and replaced with New Agents. Diamond Resort International has not called or offered me a reinstatement or payment arrangement when I was Not in Foreclosure yet when I made $100 payments a week and called Diamond to ask can we set up payment arrangement for $100 weekly and Thomas who I last talked to in May 2016 before transferred to foreclosure department, when I made $100 payment said no I have to pay in full. Thomas at the time said I only owed $1000 and to call financial area and try to get payment arrangement gave number for foreclosure department but never got thru. I also contacted the title company First American Title and talked to Sonia Hernandez 702-304-7515 and explained I have been making payments and asking for payment arrangements and Diamond Resort not willing to work with me keep saying they want payment in full and would email and send response to Sonia who told me to keep her informed of my situation because Diamond Resort 702-804-8600 should be willing to work with me since I am trying to pay and want to keep my property. Sonia said she will send email to foreclosure department at Diamond Resort International and ask them to call me and emailed me Diamond email and number but Diamond never called me. Sonia Hernandez from title company would try and help me and try to contact Diamond and be intercessor but Diamond not willing to work with me. Then Diamond Resort International send me a letter like they want to make payment arrangements with me and the phone number listed on the letter is disconnected and I told Sonia Hernandez at the Title company First American who also tried the number and found it to be disconnected also and I emailed Sonia Hernandez all information I would send to Diamond Resort International showing I am trying to make payments and asked for payment arrangements to no avail. Diamond Resort International did set up a payment arrangement with a friend of mine who owed $1500 and she pays $200.00 a month 2016. So why is Diamond not trying work with me? June 20, 2016 I sent in a certified check for #200 for maintenance bill and Diamond sent check back to me and I enclosed a letter asking Diamond Resort International who bought Palms Country Club and Golf Resort in Kissmmee Fl to apply payments I have been making on my loan I finance with Palms Country Clun and Gold Resort to my maintenance payments since they are past due but would not.

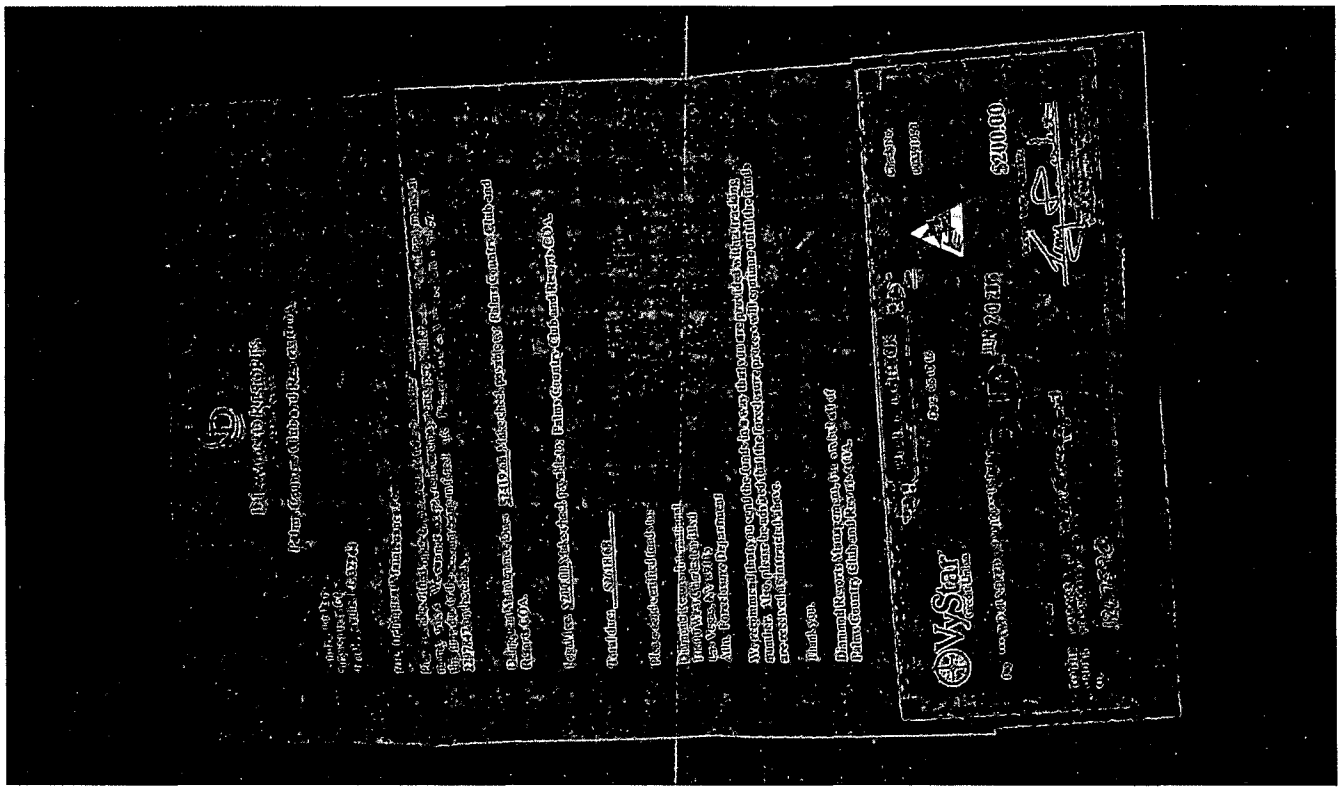
I purchased a one bedroom with Mystic Dunes November 2006 Agent Pam Parker, Helen, and man from financial service told me they would take money I had previously paid when I had 3 bedroom lockout Unit with the Palm Country Club and Golf Resort 2001 and put towards one bedroom I just purchased at Mystic Dunes Resort in same New building I previously owned at Palms Country Club and Golf Resort otherwise I don't want to purchase one bedroom at Mystic Dunes Resort. Agents Pam Parker, Helen and man in financial services said the one bedroom I will purchase with them will be in the same unit I had previously owned as a 3 bedroom lockout in the In New Building. Agents Deceived and Mislead me to believe Unit I purchased in November 2006 was going to be the same unit when I purchased one bedroom in 3 bedroom lock out it was not. Unit Agents sold me one bedroom was in the old building which is Much Smaller . I found this out when I went to stay for my week in 2006 with my mom elderly and sister and it was not enough room for us to comfortably fit into one bedroom Unit and small frig so nowhere to put all the food we bought and small bed very uncomfortable and my taxes were paid up to date and current. I complained and talked to Agents and they did nothing. Agents Mislead and Deceived me I didn't give me fair amount of money from previous 3 bedroom lock out unit to transfer funds to New Purchase of one bedroom with Mystic Dunes Resort who purchased Palms Country Club and Golf Resort in November 2006 Even years.

I also called Diamond Resort International and asked for name of company I financed loan with and representative would not give me information said they don't have anymore.

Diamond bought property and got rid of fired Deceitful Agents that were deceiving/ misleading customer

fraudulent deals.
Palms purchased by Mystic Dunes then bought by Diamon Resort International in Las Vegas NV.

Where does Palms Country Club come into play?
I am not on new point system they have been trying to force old customers to get on.
I was never told loan going into foreclosure until I called.
Notice received in April about default but has February date in it? Fraudulent and Deceitful business practice in deceiving me as customer. I asked that payments I made on loan Be credited to maintenance bill that is more delinquent in letter I wrote but Diamond has not done so and sent $200 certified check back. Is sent several emails and made calls to Sonia Hernandez at First American Title telling her Diamond won't answer my calls transfer me several time. Diamond does not call me when I finally get thru your someone asking several times for payment arrangement Diamond representative say no Only payment in full when .I called in May and made $100 payment with girl told her I want to make payments she transferred me to Thomas said Not in Foreclosure yet in May 2016 said I only owe $1000. Gave me 800 number representative said wring areas kept getting wrong around. Diamond even sent me a letter regarding arrangement with wrong number listed told Sonia I need some help. and deceive me property I purchased one bedroom should have been in same unit I owned previously as told by agents when I purchased it would be But Deceitful Fraude company unit was in Old Building out dated furniture much smaller.
Please help me foreclosure Sale Date is soon and I have tried everything I know to do. I only fell behind due to being laid off in Decemeber 2013 then car accident but still sent in what money I could.



The Palms Country Club and Resort Condominium Association, Inc.
PO Box 8526
Coral Springs FL 33075-8526

February 26, 2016

VIA CERTIFIED AND REGULAR MAIL

▲90132_01_002357
Sandra L Tucker
7028 Saint Ives Ct
Jacksonville FL 32244-0300

THE PALMS COUNTRY CLUB AND RESORT CONDOMINIUM ASSOCIATION, INC.

Re:	**FINAL NOTICE**
Account No:	2297847
Resort:	The Palms Country Club And Resort
Delinquent Amount:	$2,151.19 as of the above date

According to the Assessment Billing and Collection Policy ("the ABC Policy") sent to you with your original invoice (a copy of which is attached for your convenience), your annual assessment was due January 1, 2016, and to date, we have not received your payment.

Currently, your right to make a reservation, or use the accommodations and facilities at the resort(s) will be denied. Any reservations presently held in your name will be cancelled, including those with exchange companies.

Your options within 30 days from the date of this Notice to remedy the default are:

Option 1 Immediately bring your account current (please call 1.877.374.2582 for a current balance prior to sending payment) or provide satisfactory evidence of prior payment of the assessment.

Write your contract number on the check to ensure proper application of payment and send your payment to the address listed below. You may also pay by check or credit card over the phone or online at DiamondResorts.com

Option 2 Allow the account to remain delinquent and a lien will be filed in your name, against the interval. This matter will be sent over to a collection agency, which may result in additional collection and legal fees, and we will initiate foreclosure proceedings.
No further notice will be sent.

Important Notice: A foreclosure action filed in the public records, regardless of its disposition, may adversely affect your credit rating.

THE PALMS COUNTRY CLUB AND RESORT CONDOMINIUM ASSOCIATION, INC.
2016 ASSESSMENT BILLING AND COLLECTION POLICY

The following was adopted by the Board of Directors for 2016.

ASSESSMENT BILLING

Assessment invoices are included with this policy. Should you not receive an assessment notice, it does not relieve you of your responsibility for timely payment. It is up to the owner to request a bill if not received and/or notify the resort of any address change.

JANUARY 1 – PAYMENT DUE

Note: A $25.00 charge will be added to the owner's account for any payment that is dishonored for any reason. Payment is considered late after **January 10,** per the Association documents.

JANUARY 11 – LATE FEE ASSESSMENT

The following charges will be added to all late accounts:

1. An administrative late fee of $25.00.
2. An interest charge of 18% per annum from the due date.

FEBRUARY 1—SUSPENSION NOTICE

Management will send a final notice on **February 1** advising the amount outstanding, and that if the account is not paid in full by **March 1**, the account is delinquent and will/may be submitted for collection action resulting in additional collection fees. Pursuant to the governing documents and applicable law, the notice may also state that the following will result if the account is not paid in full by **March 1**:

1. The owner will not be able to use the timeshare period; a reservation cannot be made and all use rights will be suspended. Pursuant to Florida statutes, the owner will also be subject to lock out, possible rental and further collection procedures.
2. Exchange requests of any type will not be confirmed.
3. Previously confirmed owner reservations or use weeks are subject to cancellation. In addition, there is no guarantee that the owner will be able to receive a confirmed reservation or exchange after the account is brought current.
4. A notice fee of $15.00 per timeshare period, or 5% of the past due amount per timeshare period, whichever is less, may be assessed against the owner's account pursuant to applicable law.
5. Delinquent weeks are available for Association use in accordance with the governing documents and applicable law.

BOARD ACTION

Should the account become over **60 days past due**, the Board of Directors may authorize any necessary actions to collect outstanding assessments. Actions may include but are not limited to the following:

1. Submit delinquent accounts to an attorney.
2. Record a claim of assessment lien.
3. Foreclose on the claim of assessment lien, including foreclosure through a trustee's sale, as provided by law.
4. Institute a small claims suit or legal action.

All related costs for the above will be added to the delinquent owner's account.

If you received this email as a commercial message and would like to opt out of future commercial messages, please let us know and we will remove you from our distribution list.

Thank you.~
****
FAFLD

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sandra tucker <tucksondra77@gmail.com> Thu, Jul 7, 2016 at 3:34 PM
To: "Fernandez, Sonia" <SoFernandez@firstam.com>

Hi Sonia,

Diamond Resort/Palm Country Club still has not tried to work out payment arrangements with me . I sent a $100.00 check 4/21/16, 5/6/16 and 6/20/16 a certified check for $200.00.
I was looking at letter from yiur company I don't see an account number related to my property can you please email.
Also what is timeframe from start of f/c process to end.
Trying to find out how long I have until it actually goes into f/c? This company is very deceitful left me a voicemail to call them 2 times with wrong number 704_314_6499.
Please call me

Thanks
Sandra
904-469-5253

[Quoted text hidden]

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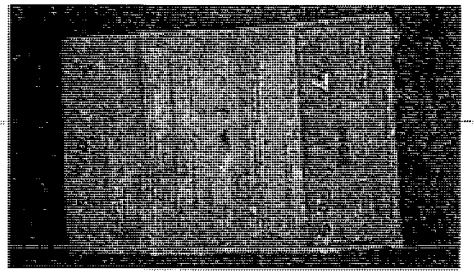
sandra tucker <tucksondra77@gmail.com> Thu, Jul 7, 2016 at 5:51 PM
To: "Fernandez, Sonia" <SoFernandez@firstam.com>

7/7 16
Hi Sonia,

This is the letter with my certified check for$200.00 6/10/16 Diamond Resort returned to me Void.
If you look at the letter there is No date, phone number or signature.
Shows they don't want me to contact them and they are not trying to make any payment arrangements with me when I a. Trying to pay my bill off.

Thanks
Sandra Tucker
904-469-5253

On Jun 2, 2016 1:13 PM, "Fernandez, Sonia" <SoFernandez@firstam.com> wrote:
[Quoted text hidden]



IMG_20160706_180046.jpg
924K

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sandra tucker <tucksondra77@gmail.com> Fri, Jul 15, 2016 at 6:16 PM
To: Sonia Fernandez <SoFernandez@firstam.com>

Hi Sonia,
Diamond Resort never called there a scam company that took over another Scam company Palms Country Club and the Agents there were deceiving people when they were sling them Timeshare back 2001. Selling one unit you purchase and when you come to vacation your not even staying there , Your in a completely different Unit from what you purchased.
Thanks for trying to help by emailing Diamond Resort foreclosure area. No response from Diamond by email either.

Thanks
Sandra Tucker

---

sandra tucker <tucksondra77@gmail.com> Tue, Aug 23, 2016 at 5:56 PM
Draft

[Quoted text hidden]

Gmail

sandra tucker <tucksondra77@gmail.com>

[Ticket#2016072010000946] Sandra Tucker SC# 2297847

2 messages

Foreclosure <Foreclosure@diamondresorts.com> Wed, Jul 20, 2016 at 6:33 PM
To: tucksondra77@gmail.com

Hello Per your Request,

Total amount due of $2,619.68. Owners must submit payment in the form of certified funds made payable to the Palms Country Club and Resorts COA.

Payment must be sent to Diamond Resorts Attention Foreclosure Dept. 10600 W Charleston Blvd. Las Vegas NV 89135. Check must reference account number # 2297847

Thank you,

Dianna Alejandre | Financial Services | Foreclosure Department | Diamond Resorts International® | Tel: 877.497.7521 | Fax: 702.240.0638

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CONFIDENTIALITY NOTICE: This email transmission, including any attached files, may contain confidential information and is intended only for use by the individual(s) to whom it is addressed. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the original transmission and attachments without reading or saving in any manner. Thank you.

---

sandra tucker <tucksondra77@gmail.com> Fri, Jul 22, 2016 at 8:59 PM
To: Foreclosure <Foreclosure@diamondresorts.com>, Sonia Fernandez <SoFernandez@firstam.com>

Hello,
My request was for a payment arrangement per your representative before loan was ever in foreclosure in April 2016 when I made a $100.00 payment and also in May 2016.
But your company keeps refusing to provide me.
I also sent a letter asking that those payments made be applied to my maintenance bill and also enclosed a Certified check for $200.00 to be applied to June payment.
When I talked with your team leader also 7/20/16 I asked him to send me a copy of the 2016 maintenance bill that just came due and I never received so I know how much it is and the 3014 bill he said was pass due.
Please provide immediately.

Thank you
Sandra Tucker
904-469-5253

[Quoted text hidden]

Gmail

sandra tucker <tucksondra77@gmail.com>

Diamond Resort

1 message

sandra tucker <tucksondra77@gmail.com> Thu, Aug 18, 2016 at 4:11 PM
To: Sonia Fernandez <SoFernandez@firstam.com>

Hi Sonia,

I left a voicemail Diamond Resort did call but does not want to set up payment arrangements.
Please call me I asked them to send me a copy of the maintenance bill never received for this year 2016 and still have not received. I also asked for maintenance bill from 2014.
If they want payment should be able to send me bill in the mail
Your assistance greatly appreciated.

Thank you
Sandra Tucker
904-469-5253

Gmail

sandra tucker <tucksondra77@gmail.com>

Re: 2297847 Mystic Dunes (Palms Country Club) Tucker

5 messages

Fernandez, Sonia <SoFernandez@firstam.com> Thu, Jun 2, 2016 at 1:13 PM
To: "tucksondra77@gmail.com" <tucksondra77@gmail.com>

Hello Sandra,

Per your request, Diamond Resorts contact information...

(877) 497-7521

FORECLOSURE@DIAMONDRESORTS.COM

Best Regards,

Sonia Fernandez

Foreclosure Coordinator

First American

First American Title Insurance Company
400 S. Rampart Blvd. Suite 290

Las Vegas, NV 89145
Direct: 702-304-7515

Fax: (702) 562-9760

sofernandez@firstam.com

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Sandra Tucker
7028 Saint Ives Ct
JACKSONVILLE FL 32244-0300

C001 0006

636087693992402354

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Office of Ally General
V Capital PL01
TALLAHASSEE FL 32399-0001

USPS TRACKING #

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EP14 July 2013
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CS Timeshare

September 19, 2016

REFENCE: The Palms Country Club and Resort
Membership # 56-849196300
Contract # 2274112

ATT: Attorney General Pam Bondi,

My name is Maribel Coates and I reside at 1226 Limit Street in Leavenworth, Kansas. We bought into timeshare when the Palms Country Club and Resort was Diamond Resort about 12 years ago, and we paid about $18,000.00 dollars, with interest, and it is paid in full. We are writing to you to see if you can help us get out money back that we have paid into Diamond Resort or The Palms Country Club and Resort. They are a scam. They have been bought out 3 different times by 3 different owners, due to problems. When we first bought into our timeshare we were paying about $700.00 dollars in maintenance. Today we are paying about $1800.00 dollars with no upgrades or changes to our unit. We have week 19 and there's been 3 different times we didn't use it, so we lost our maintenance fees for that year. And every time we go the rooms are dirty. Last year when we went some maintenance person used the toiled and left a BM yes, ma'am. A bowl movement in the toilet, we made a big deal, because we arrived around 9pm to find that, and , we were tired. All the fees we pay should be shown and nothing has improved since we first bought it. We've been in foreclosure twice. I just recently paid our fees to get out of foreclosure. Every time we go to The Palms Country Club they make us go to an hour meeting to try to resell us a unit. I am tired of their scam to keep making us pay more. When we first bought timeshare it was supposed to be something we can leave our kids. They told us can use it any where we go without telling us that we

would have to pay an extra fee to interval in order to use our timeshare that we pay high maintenance fees already. It is in the contract but they do not tell you that you have to pay more fees on top of what you already paying when they are trying to sell you timeshare. We were scammed or deceived into this deal. They told us we can leave this to our children, and I am afraid to leave anything like this to my children when the fees keep going up and they keep trying to re-sell, same condo. In order for me to sell my timeshare we have to pay someone to do it. It's not like a regular mortgage or home where you can get a realtor and sell and then they get a percentage. I am trying to make it formal and short. This has caused us a lot of stress instead of having a peaceful family vacation throughout the years. We want back what we paid for it, because they have not upgraded, because units have been dirty every time we go, I no longer want to invest in this. They have robbed us with our maintenance fees. If you call the 1800 number they will sell you a week for about $450.00 dollars. I am tired of paying so someone else can get a free ride. If they charge us to cut the grass usually in residential places they have a fee of no more than $200.00 dollars yearly for maintenance that is $400.00 every two years. Diamond Resort or The Palms Country Club although they have supposedly changed owners they are still operating it the same way by harassing us, trying to resell us a unit that is bought and paid for in full. Enclosed are copies of our contract and let me know if there is something else I can send you.

Thank you,

Damein Coates

Maribel Coates

Family in Distress
Damein and Maribel Coates
1226 Limit Street
Leavenworth, Kansas 66048
913-240-1217
913-651-5504

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Coates, Damein G. & Maribel Last Name, First Name, Middle Initial	Tempus Financial Services Suite 102 Name/Firm/Company
1226 Linit Street Mailing Address	5422 Carrier Drive Mailing Address
Leavenworth City, County	Orlando City, County
KS. 66048 State, Zip Code	Florida 32819 State, Zip Code
913-240-1217 Home & Business Phone, including Area Code	800-463-7256 Business Phone, including Area Code
maricmiami@yahoo.com Email Address	Business Email or Web Address

Product or Service involved: Time Share / Fraud Amount Paid: $ 18,043.20

Date of Transaction: August 2004 I was contacted by: ____ Telephone ____ Mail X Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: N/A

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

Letter Attached

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Damein G Coates Kaibel Coates Date: 9/19/16

lpduedte

Tempus Financial Services
5422 Carrier Drive · Suite 102 · Orlando · Florida · 32819

November 24, 2004

DAMEIN COATES
2440 3RD AV
LEAVENWORTH, KS, USA 66048

Re:The Palms Country Club & Resort
Contract # 17107100
Revised Due Date Modification

Dear DAMEIN COATES:

Enclosed please find a revised Truth-in-Lending Disclosure document, for your records. The first payment due date has changed from 11/04/2004 to 12/04/2004. Therefore, the maturity date has been extended from 10/04/2014 to 11/04/2014. The Truth-in-Lending Disclosure enclosed does not require your signature and does not need to be returned to our office.

Should you have any questions, or require additional information, please contact us at 1-800-463-7256.

Sincerely,

Tempus Resorts International, Ltd.
Financial Services

17107100
This instrument prepared by
Lisa McNair
Tempus Palms International, Ltd.
P.O. Box 690895
Orlando, FL 32869-0895

Return to:
American Pioneer Title Insurance Company
Ancillary Service Division
489 State Road #436
Casselberry, FL 32707

Parcel Identification (Folio)
No. 1525273160000A&B0040

Grantors Federal Identification Number
No. 59-3499364

SPECIAL WARRANTY DEED

THIS DEED OF CONVEYANCE is made and executed this **4th day of August, 2004** by and between Tempus Palms International, Ltd., a Florida Limited Partnership, whose post office address is P.O. Box 690895, Orlando, FL 32869-0895 ("Grantor"), and, **DAMEIN COATES and MARIEBEL COATES** whose address is c/o The Palms Country Club and Resort, 7900 Palms Parkway, Kissimmee, Florida 34747, ("Grantee").

WITNESSETH:

That Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid to it by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto Grantee, his heirs, devises, successors and assigns, the following described real property (the "Property"):

Building 26 Unit 205 Week 19 During Assigned Year(s) Even (first occupancy day - Sunday) of THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM, according to the Declaration of Condominium thereof recorded in the Official Records Book **1545**, Page **2911**, Public Records of Osceola County, Florida, and all exhibits attached thereto, and any amendments thereof (the "Declaration").

TOGETHER with a remainder over in fee simple as a tenant-in-common with all other Owners of time periods in the same Timeshare Unit on termination of the Vacation Ownership Plan, subject to the Condominium Documents.

This conveyance is subject to and, by accepting this Special Warranty Deed, Grantee does hereby agree to assume and abide by the conditions and restrictions imposed by the following:

1. Taxes for the current year and subsequent years
2. Conditions, restrictions, limitations, reservations, easements and other matters of record, including but not limited to the Declaration.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title of the Property and will defend the same against the lawful claims of all persons claiming through Grantor; and that the Property is free of all encumbrances, except those provided herein.

IN WITNESS WHEREOF, Tempus Palms International, Ltd. Has executed this Special Warranty Deed on the date first above written.

Signed, Sealed and Delivered in the Presence of:

WITNESS:

TEMPUS PALMS INTERNATIONAL, LTD., a Florida Limited Partnership

Print Name:

By:

Print Name:

Print Name:

TRUTH IN LENDING DISCLOSURE

THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM

The following information is furnished to the Purchaser signing below by the Seller, TEMPUS PALMS INTERNATIONAL LTD., a Florida Limited Partnership (Creditor), in conformity with the Truth-in-Lending Act:

ANNUAL PERCENTAGE RATE	**FINANCE CHARGE**	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of : $ 900.00
17.75 %	$ 9,143.20	$ 8,000.00	$ 17,143.20	$ 18,043.20

Payment Schedule:

Number of Payments: 120 **Amount of Each Payment:** $142.86

Payment Due Date: Monthly, Beginning: **December 4, 2004**

Security: Purchaser is giving a security interest in the property purchased.

Prepayment: Purchaser may repay the loan in whole or in part at any time without penalty.

Late Payment: If a payment is more than ten (10) days late, Purchaser will be charged a late penalty of Ten Dollars ($10.00) or ten (10%) percent of the payment due, whichever is greater.

Assumption: A subsequent purchaser of the Property may, subject to conditions, be permitted to assume the balance of the mortgage loan on the original terms.

Insurance: Property, credit life and credit disability are not required to be obtained in connection with this loan.

*Mortgage Protection is not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost.

Refer to the Note and Mortgage Deed for additional information about non-payment, default, the right to accelerate the maturity of the obligation, and prepayment rebates and penalties.

THE UNDERSIGNED PURCHASER/BORROWER DOES HEREBY ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY HEREOF ON **August 4, 2004** BEFORE CONSUMMATION OF THE TRANSACTION TO WHICH THIS RELATES.

DAMEIN COATES **MARIBEL COATES**

17107100

TRUTH IN LENDING DISCLOSURE

THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM

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17.75 %	$ 9,143.20	$ 8,000.00	$ 17,143.20	$ 18,043.20

Payment Schedule:

Number of Payments: 120 **Amount of Each Payment:** $142.86

Payment Due Date: Monthly, Beginning: **November 4, 2004**

Security: Purchaser is giving a security interest in the property purchased.

Prepayment: Purchaser may repay the loan in whole or in part at any time without penalty.

Late Payment: If a payment is more than ten (10) days late, Purchaser will be charged a late penalty of Ten Dollars ($10.00) or ten (10%) percent of the payment due, whichever is greater.

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Damein B Coates

DAMEIN COATES

Mariebel Coates

MARIEBEL COATES

THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM

PURCHASE AGREEMENT

Developer/Owner: Tempus Palms International, Ltd., P.O. Box 690895, Orlando, Florida 32869-0895

Purchaser(s) : **DAMEIN COATES**
Purchaser(s) : **MARIEBEL COATES**
Purchaser(s) :
Purchaser(s) :

Home Telephone # **(913) 651-5504** Office Telephone #

Home Address: **2440 3RD AV**
City, State/Country, Zip: **LEAVENWORTH, KS, USA 66048**
Primary Contact (See Section 3 below) Name: **DAMEIN COATES**
Primary Contact Address: **2440 3RD AV LEAVENWORTH, KS, USA 66048**

Tempus Palms International, Ltd. ("Seller") agrees to sell, and Purchaser agrees to purchase, the following described Unit Week(s) in THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM ("Condominium") located at 7900 Palms Parkway, Kissimmee, Florida 34747, on the following terms and conditions:

I. Description. The legal description of the Unit Week(s) to be purchased is/are as follows:

Building 26 Unit 205 Week 19 During Assigned Year(s) Even 2BDRM

Check in Day - **Sunday**
First Occupancy Year - **2006**

THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM, together with all appurtenances thereto, according and subject to the Declaration of Condominium of The Palms Country Club and Resort, a Condominium, as recorded in Official Records Book **1545**, Page **2911**, Public Records of Osceola County, Florida and all amendments thereof and supplements thereto, if any ("Declaration"), subject to taxes for the current year and subsequent years, and all other matters of record.

II. Purchase Price. The purchase price is **$8,900.00** payable in good U.S. funds as follows:

Initial Deposit: **$ 300.00** on the date of execution of this Agreement by Purchaser, subject to clearance, the receipt of which is acknowledged by Seller's execution of this Agreement.

Additional Deposit: **$ 997.00** on or before **October 4,2004**.

Balance: **$ 8,000.00** shall be paid at closing (in cash, cashier's check, or certified check) or by the proceeds of a purchase money mortgage loan requested by Purchaser from Seller in the amount of the balance due, at **17.75%** interest per annum, for **120** months, with monthly payments of **$ 142.86** including interest (if any). Purchaser's total financial obligation with regard to developer-arranged financing is set forth on the Disclosure Statement and the Promissory Note delivered to Purchaser simultaneously herewith.

III. Fees and Taxes. The current annual maintenance fee for this type unit (**2BDRM**) is **$453.32**. The estimated assessment for the current year's ad valorem taxes on this type unit is **$119.71**.

IV. Additional Terms and Conditions. Terms not otherwise defined in this Agreement have the meaning set forth in the Declaration. This Agreement also is subject to the terms and conditions on the following pages.

You may cancel this agreement without any penalty or obligation within 10 calendar days after the date you sign this agreement. If you decide to cancel this agreement, you must notify seller in writing of your intent to cancel. Your notice of cancellation shall be effective on the date sent and shall be sent to Tempus Palms International, Ltd., at P.O. Box 690895, Orlando, Florida 32869-0895, or 5422 Carrier Drive, Suite 102, Orlando, Florida 32819. Any attempt to obtain a waiver of your cancellation rights is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the special warranty deed or other document, before expiration of your 10 day cancellation period, is prohibited.

Purchaser(s):

Damein D Coates Date: August 4, 2004
DAMEIN COATES

Mariebel Coates Date: August 4, 2004
MARIEBEL COATES

Seller: Tempus Palms International, Ltd., a Florida limited partnership

By: Carolina Kokis

Print Name: CAROLINA KOKIS
Authorized Representative

Acceptance Date: August 4, 2004

1. Unit Weeks. Each Unit committed to the Vacation Ownership Plan is divided into fifty-two (52) Annual Unit Weeks. Each respective Annual Unit Week may be further divided nto two Biennial Unit Weeks, one of which shall be an Odd Biennial Unit Week and the other of which shall be an Even Biennial Unit Week. Unit Week #1 is the seven (7) days commencing on the first Sunday in a calendar year, and Unit Week #2 is the seven (7) days succeeding. Additional weeks up to and including Unit Week #52 are computed in a ike manner. Any excess days not otherwise assigned shall be retained by Seller pursuant to the Declaration. Unit Weeks run from 10:00 a.m. on the first day of the week designated by Seller to 10:00 a.m. on the same day of the week in the following week; provided however that use of the Unit Week(s) to be purchased shall be limited to those check-in and check-out times established from time to time pursuant to the Condominium Documents. Occupancy of a Timeshare Unit is governed by the Declaration, the Bylaws, and the Condominium Rules and Regulations. The Vacation Ownership Plan shall be perpetual unless sooner terminated by the Unit Week Owners as specified in Article XVII of the Declaration. Purchaser should refer to the Public Offering Statement for a full explanation of the Vacation Ownership Plan.

2. Occupancy. The period of occupancy for the Unit Week(s) to be purchased shall begin and end on a Sunday Purchaser shall be entitled to occupy a Timeshare Unit (of the same Unit type in which Purchaser's Unit Week is situated) during those days associated with Purchaser's Unit Week, provided that Purchaser confirms with the Association or Management Company (as applicable) Purchaser's intent to do the same at least sixty (60) days prior to the first day of Purchaser's Unit Week (the "Confirmation Date"). In the event Purchaser does not confirm use of Purchaser's Unit Week on or before the Confirmation Date, Purchaser will not be assured of occupancy of a Timeshare Unit during such period and instead shall have the right, on a first-come, first served basis, to compete with other Owners who did not confirm use of their Unit Weeks, for reservation of any available Unit Week (in any Unit type) not more than fifty-nine (59) days prior to the requested check-in date, subject to a priority right in favor of the Association or Management Company (as applicable) to reserve available Unit Weeks during such fifty-nine (59) day period for maintenance purposes. Purchaser's right to reserve an available Unit Week not more than fifty-nine (59) days in advance shall expire on the one year anniversary of the Confirmation Date. Notwithstanding the specific Timeshare Unit in which Purchaser's Unit Week is owned, subject to the foregoing restrictions, Purchaser understands and acknowledges that all Timeshare Units shall be available for use and occupancy by all Owners of Unit Weeks in the Condominium. The Association or Management Company (as applicable) shall assign specific Timeshare Units to Owners at the time of check-in. All Timeshare Units may have been previously occupied.

3. Purchaser's Primary Contact and Attorney-in-Fact. By execution of this Agreement, Purchaser hereby designates the person set forth above as Purchaser's Primary Contact and Attorney-in-Fact ("Primary Contact") for purposes of making reservations and receiving notices on behalf of Purchaser, and Purchaser acknowledges that Purchaser may be required to pay an administrative fee to change the designation of the Primary Contact. Seller and the Association each reserve the right to change the Primary Contact for their respective purposes should either such party determine that circumstances warrant it. Pursuant to Section 721.84, Florida Statutes, Purchaser hereby appoints the Primary Contact and all successors thereto as Purchaser's agent and attorney-in-fact for the purposes of accepting any notices and service of process in the event a legal proceeding is commenced against Purchaser to foreclose a mortgage lien for non-payment under the Promissory Note and Mortgage or to foreclose an assessment lien for non-payment of Common Expenses or ad valorem taxes pursuant to the Declaration. By execution of this Agreement, the Primary Contact agrees, understands and accepts the appointment as set forth above. Purchaser represents to the Primary Contact that Purchaser's address for mail or other notices shall be as indicated above and Purchaser hereby agrees to notify the Primary Contact of any change to such address.

4. Assessments and Other Expenses. Beginning with the year of Purchaser's First Occupancy as set forth in Section I. above, and until closing, Purchaser will be responsible for reimbursing Seller for its share of Common Expenses and ad valorem taxes attributable to the Unit Week(s). From and after the closing, Purchaser will be responsible for a share of Common Expenses as provided in the Declaration. Common Expenses for each Unit type in the current year are as set forth in the Public Offering Statement. Purchaser also shall be responsible for Ad Valorem Taxes levied annually on the Unit Week(s) to be purchased and any special assessments levied by The Palms Country Club and Resort Condominium Association, Inc.

5. Closing. The estimated date of closing is February 4, 2005. The closing will be at the time and place designated by Seller. For purchases financed by the Developer, the mortgage, note and deed may be held in escrow by the closing agent until such time as the Condominium Documents are recorded in the public records and until Purchaser has timely made at least three (3) scheduled note installment payments (the "Note Payments"), at which time the mortgage and deed will be recorded and the closing completed. Any Note Payments made by Purchaser prior to closing shall constitute additional deposits hereunder and be subject to the default and cancellation provisions contained herein. All payments made by Purchaser pursuant to this Agreement shall be applied first to the Initial Deposit, then to any Additional Deposit and then to the Note Payments.

6. Completion. The estimated date of completion of construction of each accommodation or facility in the phase in which the Unit Week(s) to be purchased is located is April 29, 2003; provided that Seller shall complete construction of such accommodations or facilities within two (2) years from the date of this Agreement barring only events beyond the control of Seller such as acts of God, inability to obtain materials, or any other event constituting impossibility of performance. However, if alternate assurances are obtained from the Division, then at Seller's election and sole discretion, closing may take place prior to completion of construction of the accommodations or facilities contained in the phase of the Condominium in which the Unit Week(s) to be purchased is located, as permitted by Section 721.08(5)(b), Florida Statutes.

7. Modifications and Changes. Seller may make changes in the Condominium Documents provided those changes do not decrease Purchaser's percentage share in the Common Elements, change Purchaser's voting rights, or increase Purchaser's percentage share of Common Expenses, except as provided in the Declaration. The Timeshare Unit(s) shall be substantially similar to the plans described in Exhibit "A" to the Declaration. Seller may substitute materials, furnishings, furniture, appliances, and fixtures which are of substantially similar quality to those represented to Purchaser.

8. Ad Valorem Taxes. Purchaser shall pay Ad Valorem Taxes as they may be assessed from time to time.

For the purpose of ad valorem assessment, taxation, and special assessments, the managing entity will be considered the taxpayer as your agent pursuant to Section 192.037, Florida Statutes.

9. Title Insurance. After closing, Seller shall obtain and deliver to Purchaser at Purchaser's expense, an owner's title insurance policy insuring Purchaser's title to the Unit Week(s) to be purchased, subject only to the conditions of title set forth in this Agreement (the "Policy"). Purchaser may, by notifying Seller in writing during the cancellation period, obtain the Policy from such other insurer as Purchaser elects. If Seller cannot deliver insurable title, for any reason other than actions of Purchaser, Seller shall refund to Purchaser all monies paid under this Agreement and neither party shall have any further rights or obligations under this Agreement.

10. Closing Costs; Total Financial Obligation of Purchaser. Purchaser shall pay at closing 3% of the total purchase price of the Unit Week plus $56.00 as a closing charge which shall be applied toward the payment of the costs for recording the special warranty deed, documentary stamp tax on the special warranty deed, the document preparation fee, the title examination fee, the titlework, the premium for the owner's title insurance policy, recording the purchase money mortgage (if any), recording the note and mortgage modification agreement (if any), and applicable intangible and documentary stamp taxes on the purchase money note and mortgage (if any), and the premium for the mortgagee's title insurance policy (if any).

The total financial obligation of Purchaser in connection with the purchase of a Unit Week includes: the purchase price; finance charges as set forth in the Disclosure Statement (if applicable); annual assessments for Common Expenses; Ad Valorem Taxes; exchange company fees as provided in Paragraph 13; closing costs as set forth above; and special assessments (if any).

If Purchaser seeks mortgage financing from Developer, a mortgage application will be completed and submitted as part of this Agreement. Purchaser agrees to cooperate with all

urther rights or obligations in connection with this Agreement, or Purchaser shall have the right to seek other remedies then available to Purchaser, including without limitation, the ight of specific performance by Seller. Seller reserves the right to terminate this Agreement by refunding the deposit paid under this Agreement within one hundred eighty (180) days after the date the first purchaser signed a contract to purchase a Unit Week in the phase of the Condominium that contains the Unit(s) containing the Unit Week(s) to be purchased if Developer does not pre-sell fifty percent (50%) of the total number of Unit Weeks in that phase. If any litigation arises out of this Agreement, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs, including but not limited to those incurred in connection with all bankruptcy or probate proceedings.

13. Refund. If Purchaser cancels this Agreement during the 10-day cancellation period, Seller will refund to Purchaser the total amount of all payments made by Purchaser under his Agreement; provided, however, that pursuant to Section 721.06(1)(i), Florida Statutes, Seller may reduce such refund by the specific value of any contract benefits Purchaser has actually received under this Agreement prior to the effective date of the cancellation as determined in the Contract Benefit Agreement, if applicable. The refund shall be made within 20 days after receipt of notice of cancellation, or within 5 days after receipt of funds from Purchaser's cleared check, whichever is later. A notice of cancellation must be sent o the Seller at the address on page 1 of this Agreement.

14. External Exchange Program. Seller has executed an agreement with Interval International ("II") providing an external exchange program for Unit Week Owners at the Condominium. Under the agreement, II has appointed Seller as II's limited agent for the sole purpose of enrolling applicants to become members in II's external exchange program. No other relationship exists between II and Seller. Seller makes no representations as to II, and all representations in the brochures and literature of II are representations of II and not of Seller. II's responsibility for representations concerning the II external exchange program is limited to those made in materials supplied by II. Membership in the exchange program is at the option and expense of Purchaser.

15. Closing and Title. Seller owns the accommodations of the Vacation Ownership Plan in fee simple absolute. At closing, Seller shall deliver to Purchaser a special warranty deed conveying fee title to the Unit Week(s) to be purchased, free and clear of all liens, claims, and encumbrances, except for the Declaration, conditions, restrictions, covenants, reservations, limitations, zoning, and easements and other documents of record affecting the Condominium Property (all of which shall not prevent the use of the accommodations as represented in the Public Offering Statement); purchase money mortgage (if any); taxes for the then current and subsequent years; and liens created by any action of or failure to act by Purchaser. On or before closing, Purchaser shall execute any necessary documents to close the transaction contemplated by this Agreement. All representations, duties, and obligations of the Purchaser shall survive the closing.

16. No Warranties.

Seller disclaims any and all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose in connection with the construction of the Units and the Common Elements and with respect to personal property in the accommodations or facilities. Purchaser assumes all risks and liabilities in connection with the use of the aforementioned property. Seller makes no warranties, express or implied, concerning the Units, personal property, or Common Elements, except as provided by Chapter 718, Florida Statutes.

17. Radon Gas. Pursuant to Section 404.056(8), Florida Statutes, all sellers of buildings in Florida are required to give the following notice: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

18. Deposits. One hundred percent (100%) of all funds and other property received from Purchaser prior to closing shall be held in escrow pursuant to the requirements of Section 721.08, Florida Statutes, unless an approved alternate assurance arrangement is used. The name and address of the escrow agent is Baker & Hostetler LLP, 200 S. Orange Avenue, Suite 2300, Orlando, Florida 32801. Purchaser is entitled to a receipt for the deposit on request. If Purchaser cancels this Agreement during the applicable cancellation period, Developer will refund to Purchaser the total amount of all payments made by the Purchaser under this Agreement, reduced by the proportion of any contract benefits the Purchaser has actually received under the Contract Benefits Agreement, if any, prior to the effective date of cancellation. Any interest generated by the funds deposited in the escrow account shall be paid to Developer, and shall not reduce the purchase price. All notices and claims of Purchaser with respect to this Paragraph shall be sent to Escrow Agent at the address set forth above and to Seller at the address set forth on page 1.

19. Governing Law. This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Jurisdiction and venue shall be proper only in Osceola County, Florida.

20. Jury Trial. The parties waive any right they may have to a jury trial in connection with any action in any way related to this Agreement.

21. Severability. If any provision of this Agreement is determined to be invalid and unenforceable under applicable law, the same shall be stricken from this Agreement and shall in no way affect the other provisions of this Agreement. This Agreement shall remain in full force and effect and shall be construed in all respects as if the invalid or unenforceable provision were omitted.

22. Purchaser's Representations. Purchaser represents that Purchaser is not purchasing the Unit Week(s) with the intent or desire to become a legal domiciliary of the State of Florida or any political subdivision thereof, and Purchaser waives, releases, and remises any such intent or desire. Purchaser also represents that the Unit described in Paragraph I is not intended to be and shall not at any time become the Purchaser's principal dwelling, which Purchaser shall maintain at all times at a location other than within the Condominium. Purchaser also represents to Developer and the title insurer, if any, that Purchaser has full authority and capacity to enter into this Agreement in the manner set forth in this Agreement. Purchaser represents that Purchaser is purchasing a Unit Week(s) for the personal use of Purchaser and Purchaser's family members and guests only, to hold for an indefinite time, and with no expectation of deriving any profit or tax advantage therefrom whether through income, appreciation, or otherwise and with no expectation that Purchaser will receive any assistance from Seller or Management Company in the rental of accommodations or the resale of Purchaser's Unit Week(s). Purchaser acknowledges that, if Purchaser is not a natural person, Purchaser is purchasing the Unit Week(s) solely for the personal use of its officers, directors, principals, employees, and guests. Seller declares, and Purchaser acknowledges, that no representations have been made to Purchaser regarding a Unit Week's potential for future profit, rental potential, tax advantages, depreciation, investment potential, or other monetary or financial advantage.

Purchaser understands that the Unit Week(s) to be purchased is/are subject to a Vacation Ownership Plan as described in Paragraph 1, and that by Purchaser's execution of this Agreement, Purchaser agrees to abide by the rules, regulations, and restrictions imposed on Purchaser by the Condominium Documents.

23. Resale.

Any resale of this Unit Week(s) must be accompanied by certain disclosures in accordance with Section 721.065, Florida Statutes.

24. Insulation. Blown-in fiberglass insulation with an R-value of 20 will be installed in the roof of the buildings containing the Unit Week(s), and fiberglass batt insulation will be installed in the exterior walls of the building with an R-value of 13 for the wall assembly.

17107100

AMERICAN LAND TITLE ASSOCIATION
OWNERíS POLICY (10-17-92)
Florida Modified

POLICY NO.
7110609- 19815

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

TICOR TITLE INSURANCE COMPANY OF FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY OF FLORIDA, a Florida corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, **TICOR TITLE INSURANCE COMPANY OF FLORIDA** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued By:

TICOR TITLE INSURANCE COMPANY OF FLORIDA

Ameristate Title L.L.C.
7380 Sandlake Rd.
Suite 600
Orlando, Fl 32819

TICOR TITLE INSURANCE COMPANY OF FLORIDA CORPORATE SEAL 1980 FLORIDA

By: _____
President

Attest: _____
Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land;(iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, State insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule [A], and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule [A], nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1 (a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest In the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigations as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expanses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which In its opinion may be necessary or desirable to establish the title to the estate or interest, as ensured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not It shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the Insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule [A] consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILTY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals there from, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals there from, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation. Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss. If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy. but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to

Date Printed: **04/07/2005 15:05:33**

OWNER'S FORM

File #	Schedule A	Agent #
17107100	Policy # **7110609-19815**	**1487**

Reinsurance #

Effective Date & Time
03/03/2005 11:55:22

Simultaneous **#7110709-14817**

State: FL County: Osceola

Amount of Insurance: **$ 8,900.00**

Commitment #

1. Name of Insured:

   DAMEIN G COATES and MARIBEL COATES

2. The estate or interest in the land described herein and which is covered by this policy is

   TimeShare Estate

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

   Warranty Deed executed by TEMPUS PALMS INTERNATIONAL, LTD., A FLORIDA LIMITED PARTNERSHIP to **DAMEIN G COATES and MARIBEL COATES** dated **08/04/2004**, filed **03/03/2005** and recorded in Official Records Book **2717**, Page **930** of the Public Records of Osceola county, Florida.

4. The land is described as follows:

   Building 26 Unit 205 Week 19 During Assigned Year(s) Even (first occupancy day - Sunday) , of THE PALMS COUNTRY CLUB AND RESORT, a Condominium according to Declaration of Condominium thereof recorded in Official Records Book 1545, Page 2911 of the Public Records of Osceola County, Florida, and all exhibits attached thereto, and any amendments there of (the "Declaration").

   Together with a remainder over in fee simple as a tenant-in-common with all other Owners of time periods in the same Timeshare Unit on termination of the Vacation Ownership Plan, subject to the Condominium Documents.

Countersigned Authorized Signatory

Issued by:
AMERISTATE TITLE LLC
7380 SAND LAKE ROAD
ORLANDO, FL 32819

NOTE: This policy consists of insert pages labeled Schedules A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

OWNER'S FORM

File #	Schedule B – Part 1	Agent #
17107100	Policy # **7110609-19815**	**1487**

This policy does not insure against loss or damage by reason of the following exceptions:

1. Rights or claims of parties in possession not shown by the Public Records.

2. Encroachments, Overlaps, Boundary lines disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.

3. Easements or claims of easements not shown by the Public Records.

4. Taxes or special assessments which are not shown as existing liens by the Public Records.

5. Taxes and assessments for the year 2005 and subsequent years, which are not yet due and payable.

6. Terms and conditions of Osceola County Development Order filed in Official Records Book 998, Page 637, First Amendment to Development Order filed in Official Records Book 1087, Page 2328, and Second Amendment to the World Golf and Tennis Development of Regional Impact Development Order filed in Official Records Book 1299, Page 1463, all of the Public Records of Osceola County, Florida.

7. Terms and conditions of Osceola County Development Order The Palms Country Club & Resort F/K/A World Golf and Tennis Resort Findings of Fact, filed in Official Records Book 1341, Page 1154, and Osceola County Development Order The Palms Country Club & Resort F/K/A World Golf and Tennis Resort Findings of Fact, filed in Official Records Book 1355, Page 1074, together with the Amended and Restated Development Order recorded in Official Records Book 1934, Page 599, all of the Public Records of Osceola County, Florida.

8. Mutual Grant and Reservation of Easement by WILLIAM R. LAMBERT, TRUSTEE to UPLAND DEVELOPMENT, INC., filed in Official Records Book 1341, Page 1177, as modified by the Modification of Mutual General Reservation of Easement recorded in Official Records Book 1980, Page 2582, both of the Public Records of Osceola County, Florida.

9. Master Declaration of Covenants, Conditions and Restrictions, by UPLAND DEVELOPMENT, INC., A FLORIDA CORPORATION, filed in Official Records Book 1447, Page 2515 and re-recorded March 9, 1998, in Official Records Book 1477, Page 1958, as affected by that certain Consent of Mortgagee dated February 23, 1998 and recorded March 27, 1998 in Official Records Book 1482, Page 2425, and Assignment of Rights recorded in Official Records Book 1521, Page 1067, and together with the Supplemental Declaration to the Master Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 1980, Page 2569, and together with the Collateral Assignment of Declarant's Rights recorded in Official Records Book 2202, Page 2637, all of the Public Records of Osceola County, Florida.

10. Restrictions, reservations, covenants and conditions pursuant to that certain instrument recorded in Official Records Book 1485, at Page 1939, of the Public Records of Osceola County, Florida.

11. Restrictions, reservations, covenants and conditions pursuant to that certain instrument recorded in Official Records Book 1485, at Page 1933, of the Public Records of Osceola County, Florida.

12. Distribution Easement recorded in Official Records Book 1493, at page 1212, of the Public Records of Osceola County, Florida.

NOTE: This policy consists of insert pages labeled Schedules A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

13. Terms, conditions, covenants, restrictions, easements and other matters contained in the Declaration of Condominium for The Palms Country Club and Resort, a Condominium, as recorded in Official Records Book 1545, Page 2911, the First Amendment as recorded in Official Records Book 1545, Page 2979, the Second Amendment as recorded in Official Records Book 1642, Page 45, the Third Amendment as recorded in Official Records Book 1642, Page 55, the Fourth Amendment as recorded in Official Records Book 1677, Page 1904, the Fifth Amendment as recorded in Official Records Book 1677, Page 1915, a Recreational Facilities Amendment as recorded in Official Records Book 1691, Page 1900, the Sixth Amendment as recorded in Official Records Book 1696, Page 1977, the Seventh Amendment as recorded in Official Records Book 1698, Page 346, the Eighth Amendment as recorded in Official Records Book 1814, Page 1666; the Ninth Amendment as recorded in Official Records Book 1814, Page 1677; the Tenth Amendment as recorded in Official Records Book 1889, Page 963, and as effected by the Affidavit of Scrivenor's Error recorded in Official Records Book 1941, Page 1657, the Eleventh Amendment as recorded in Official Records Book 1889, Page 982, the Twelfth Amendment as recorded in Official Records Book 2009, Page 1787, the Thirteenth Amendment as recorded in Official Records Book 2012, Page 2947, the Fourteenth Amendment as recorded in Official Records Book 2059, Page 2191, the Fifteenth Amendment as recorded in Official Records Book 2072, Page 1711, the Sixteenth Amendment as recorded in Official Records Book 2254, Page 2557, and the Joinder and Consent as recorded in Official Records Book 2254, Page 2567, the Seventeenth Amendment as recorded in Official Records Book 2254, Page 2569, and the Joinder and Consent as recorded in Official Records Book 2254, Page 2579, the Eighteenth Amendment as recorded in Official Records Book 2294, Page 2887, the Nineteenth Amendment as recorded in Official Records Book 2362, Page 2032, and the Twentieth Amendment as recorded in Official Records Book 2523, Page 979, and the Joinder and Consent as recorded in Official Records Book 2523, Page 988, all of the Public Records of Osceola County, Florida.

14. Restrictions, covenants, conditions and easements contained in that certain Agreement Regarding Assignment of Development Rights and Land Use Cooperation recorded in Official Records Book 1341, Page 1185, together with the Supplement to said Agreement recorded in Official Records Book 1353, Page 2531, the Second Supplement recorded in Official Records Book 1447, Page 2558, the Third Supplement recorded in Official Records Book 1629, Page 595, the Fourth Supplement recorded in Official Records Book 1741, Page 2420, the Fifth Supplement recorded in Official Records Book 1881, Page 1027, and the Sixth Supplement recorded in Official Records Book 2018, Page 321, all of the Public Records of Osceola County, Florida.

15. Matters shown on the Plat of Palms, recorded in Plat Book 13, Page 101 through 108, together with the Joinders and Consents recorded in Official Records Book 1980, Pages 2586 and 2595 of the Public Records of Osceola County, Florida.

16. Non-Exclusive Distribution Easement in favor of Florida Power Corporation recorded in Official Records Book 1996, Page 537, of the Public Records of Osceola County, Florida.

17. Recreational Facilities Membership Agreement as recorded in Official Records Book 2037, Page 1765, of the Public Records of Osceola County, Florida.

18. Terms and conditions of Osceola Second Amended and Restated Development Order for the Palms DRI recorded in Official Records Book 2173, Page 2283, together with that certain First Addendum to Second Amended and Restated Development Order for the Palms DRI recorded in Official Records Book 2472, Page 1806, both of the Public Records of Osceola County, Florida.

19. Conservation Easement recorded in Official Records Book 1995, Page 825, of the Public Records of Osceola County, Florida.

20. Terms and conditions as set forth in that Memorandum of Lease, recorded in Official Records Book 1995, Page 919, of the Public Records of Osceola County, Florida.

21. Easement and Reclaimed Water Delivery Agreement with the City of Kissimmee, Florida, recorded in Official Records Book 2302, Page 2334, of the Public Records of Osceola County, Florida.

22. Mortgage recorded in Official Records Book 2717, Page 933 said mortgage was subsequently assigned in Official Records Book 2717, Page 964, all in the Public Records of Osceola County, Florida.

NOTE: This policy consists of insert pages labeled Schedules A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors. The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION (This paragraph was modified for Florida Policies.)

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between Company and the insured arising out of or relating to this policy, and service of Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) maybe entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 493 State Road 436, Casselberry Florida 32707. Telephone: (407)260-8050.

American Land Title Association
Loan Policy 10-17-92
(Florida Modified)

TICOR TITLE
INSURANCE COMPANY OF FLORIDA

OWNER'S POLICY OF TITLE INSURANCE

HOME OFFICE
493 State Road 436
Casselberry, FL 32707

1. Taxes for the current year and subsequent years
2. Conditions, restrictions, limitations, reservations, easements and other matters of record, including but not limited to the Declaration.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title of the Property and will defend the same against the lawful claims of all persons claiming through Grantor; and that the Property is free of all encumbrances, except those provided herein.

IN WITNESS WHEREOF, Tempus Palms International, Ltd. Has executed this Special Warranty Deed on the date first above written.

Signed, Sealed and Delivered in the Presence of:

WITNESS:

Print Name: SHANI NICHOL CHARLES

Print Name: LUZ MERY OTALORA

TEMPUS PALMS INTERNATIONAL, LTD., a Florida Limited Partnership

By:

Print Name: LISA A BROWN

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this **22nd day of February, 2005**, by **LISA A BROWN**. He/she is personally known to me or has produced N/A as a type of identification.

(Notary Seal)

DEBORAH DIONNE
MY COMMISSION # DD 091862
EXPIRES: February 13, 2006
Bonded Thru Notary Public Underwriters

(Notary Signature)
DEBORAH DIONNE
(Notary Name Printed)
NOTARY PUBLIC
Commission No:

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2005052182 OR 2717/931
HLG Date 03/03/2005 Time 11:55:22

4668

THE PALMS COUNTRY CLUB AND RESORT
AKA AFFIDAVIT

Date: August 4, 2004

Contract #: **17107100**

Purchaser's Name: **Damein Coates**

Property Address/Description:

Building **26** Unit **205** Week **19** During Assigned Year(s) **Even** of The Palms Country Club and Resort, a condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 1545 Page 2911 of the Public Records of Osceola County, Florida.

THIS IS TO CERTIFY THAT THE FOLLOWING NAMES REPRESENT ONE AND THE SAME PERSON:

Damein Coates AKA Damein G Coates

Witness Signature

CAROLINA KOKIS
Print Name

Witness Signature

DELORIS NEWMAN
Print Name

Purchaser's Signature

Damein Coates
Print Name:

Purchaser's Social Security Number

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 4th day of August, 2004 by **Damein Coates** each of whom is/are personally known to me or has produced _____ as identification and (did not) take an oath.

(Notary Signature)

CAROLINA INES KOKIS

Witness Signature

CAROLINA KOKIS

Print Name

Witness Signature

DELORIS NEWMAN

Print Name

Purchaser's Signature

Damein Coates

Print Name:

Purchaser's Social Security Number

STATE OF Florida
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 4th day of August, 2004 by **Damein Coates** each of whom is/are personally known to me or has produced _____ as identification and (did not) take an oath.

(Notary Signature)
(NOTARY SEAL)

Carolina Ines Kokis
(Notary Name Printed)
NOTARY PUBLIC

Commission
No. DD 325271

CAROLINA INES KOKIS
MY COMMISSION # DD 325271
EXPIRES: June 1, 2008
Bonded Thru Notary Public Underwriters

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2005052183 OR 2717/932
HLG Date 03/03/2005 Time 11:55:22

4668

THE PALMS COUNTRY CLUB AND RESORT
CORRECTION AFFIDAVIT

Date: August 4, 2004

Contract#: **17107100**

Purchaser's Name: **Damein Coates and Maribel Coates**

Property Address/Description:

Building **205** Unit **19** Week **26** During Assigned Year(s) **Even** of the Palms Country Club and Resort, a condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 1545 Page 2911 of the Public Records of Osceola County, Florida.

THE UNDERSIGNED HEREBY AUTHORIZES TEMPUS PALMS INTERNATIONAL, LTD., A FLORIDA LIMITED PARTNERSHIP, AND/OR ITS AUTHORIZED REPRESENTATIVE TO REVISE AND AMEND THE PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS I/WE PREVIOUSLY EXECUTED IN CONNECTION WITH THE PURCHASE AND PURCHASE-MONEY FINANCING OF THE ABOVE REFERENCED PROPERTY IN THE FOLLOWING MANNER:

Correct name from: Mariebel Coates to Maribel Coates

Witness Signature

CAROLINA KOKIS
Print Name

Witness Signature

Delores Newman
Print Name

Purchaser's Signature

Print Name: **Damein Coates**

Purchaser's Signature

Print Name: **Maribel Coates**

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 4th day of August, 2004 by **Damein Coates & Maribel Coates** each of whom is/are personally known to me or has produced _____ as identification and (did not) take an oath.

(Notary Signature)

CAROLINA INES KOKIS

Witness Signature

CAROLINA KOKIS

Print Name

Witness Signature

Delores Newman

Print Name

Purchaser's Signature

Print Name: **Damein Coates**

Purchaser's Signature

Print Name: **Maribel Coates**

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 4th day of August, 2004 by **Damein Coates & Maribel Coates** each of whom is/are personally known to me or has produced _____ as identification and (did not) take an oath.

(Notary Signature)
(NOTARY SEAL)

CAROLINA INES KOKIS
MY COMMISSION # DD 325271
EXPIRES: June 1, 2008
Bonded Thru Notary Public Underwriters

(Notary Name Printed)
NOTARY PUBLIC

Commission
No. DD325271

Lisa McNair
TEMPUS PALMS INTERNATIONAL, LTD.
P.O. Box 690895
Orlando, Florida 32869-0895

RETURN TO:
American Pioneer Title Ins.
Ancillary Service Division
489 State Road #436
Casselberry, FL 32707

Account No. 17107100
Building 26 Unit 205 Week 19 During Assigned Year(s) Even

LARRY WHALEY 3P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2005052184 OR 2717/933
HLG Date 03/03/2005 Time 11:55:22

DOC STAMPS: 28.00
INTANGIBLE: 16.00

4668

----------SPACE ABOVE THIS LINE FOR RECORDING OFFICE USE ONLY----------

MORTGAGE

THIS MORTGAGE is executed as of the 4th day of August, 2004 between the undersigned Mortgagor or, if more than one, Mortgagors (hereinafter collectively "Borrower"), each of whose mailing address is c/o The Palms Country Club and Resort,. 7900 Palms Parkway, Kissimmee FL 34747 and Tempus Palms International, Ltd., a Florida Limited Partnership, as Mortgagee (hereinafter "Lender"), whose mailing address is P.O. Box 690895, Orlando, FL 32869-0895.

WHEREAS, Borrower is indebted to Lender in the initial principal sum of EIGHT THOUSAND AND 00/100 ($ 8,000.00) which, indebtedness is evidenced by Borrower's Promissory Note of even date herewith as may be amended, modified or renewed from time to time (herein "Note"), providing for certain monthly installments of principal and any interest, with the balance of indebtedness, if not sooner paid, due and payable on October 4, 2014.

In consideration of Lender advancing purchase money financing to Borrower for the purchase of the "Property" described below, in order to secure Lender (a) the repayment of the indebtedness evidenced by the Note, with any interest thereon; (b) the payment of all other sums, with any interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained; and (c) the repayment of any future advances, with any interest thereon, made to or for the benefit of Borrower by Lender pursuant to the terms of this Mortgage, (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following property located in the County of Osceola, State of Florida.

That (Those) certain Unit Week (s)

Building 26 Unit 205 Week 19 During Assigned Year(s) Even of THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM, according to the Declaration of Condominium thereof recorded in the Official Records Book 1545, Page 2911, Public Records of Osceola County, Florida, and all exhibits attached thereto, and any amendments thereof (the "Declaration").

TOGETHER with a remainder over in fee simple as a tenant-in-common with all other Owners of time periods in the same Timeshare Unit on termination of the Vacation Ownership Plan, subject to the Condominium Documents.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, proceeds, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Mortgage and all of the foregoing, together with said property are herein referred to as the "Property". Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands whatsoever subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in the title insurance policy issued on or prior to the date hereof and insuring Lender's interest under this Mortgage in the Property.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest**. Borrower shall promptly pay when due the principal and any interest on the indebtedness evidenced by the Note and late charges as provided in the Note, and the principal of and any interest on any Future Advances made within twenty (20) years from the date of this Mortgage and secured by this Mortgage provided that the aggregate amount of principal outstanding at any time shall not exceed an amount equal to five (5) times the principal amount originally secured hereby. Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender first, at the option of the Lender, in payment of any late charges, costs, expenses and attorney's fees due under the Note, then in payment of any interest payable on the Note, then to the principal of the Note, then to any interest and principal on any Future Advances, and then to any other amounts due and payable under the Note or this Mortgage.

2. **Charges: Liens**. Borrower shall promptly pay, when due, all condominium assessments imposed by the governing body of the Condominium Association. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, however, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation required by such lien in a manner acceptable to Lender and, if requested by Lender, immediately post with Lender an amount necessary to satisfy said obligation, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof and, if requested by Lender, immediately post with Lender an amount necessary to satisfy said obligation.

3. **Hazard Insurance**. So long as the Condominium Association maintains a "master" or "blanket" policy which keeps the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards included within the term "extended coverage" in an amount (as to Borrower's interest in the Property) equal to or greater than that required to pay sums secured by this Mortgage and which policy satisfies the terms of the Declaration, Borrower shall not be required to maintain any other hazard insurance on the Property. However, Borrower shall take such actions as may be reasonable to insure that the Condominium Association shall maintain such coverage and if, at any time, the Condominium Association does not maintain such hazard insurance coverage, upon the request of Lender, Borrower shall be obligated to maintain such

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, proceeds, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain part of the property covered by this Mortgage and all of the foregoing, together with said property are herein referred to as the "Property". Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands whatsoever subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in the title insurance policy issued on or prior to the date hereof and insuring Lender's interest under this Mortgage in the Property.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest**. Borrower shall promptly pay when due the principal and any interest on the indebtedness evidenced by the Note and late charges as provided in the Note, and the principal of and any interest on any Future Advances made within twenty (20) years from the date of this Mortgage and secured by this Mortgage provided that the aggregate amount of principal outstanding at any time shall not exceed an amount equal to five (5) times the principal amount originally secured hereby. Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender first, at the option of the Lender, in payment of any late charges, costs, expenses and attorney's fees due under the Note, then in payment of any interest payable on the Note, then to the principal of the Note, then to any interest and principal on any Future Advances, and then to any other amounts due and payable under the Note or this Mortgage.

2. **Charges: Liens**. Borrower shall promptly pay, when due, all condominium assessments imposed by the governing body of the Condominium Association. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, however, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation required by such lien in a manner acceptable to Lender and, if requested by Lender, immediately post with Lender an amount necessary to satisfy said obligation, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof and, if requested by Lender, immediately post with Lender an amount necessary to satisfy said obligation.

3. **Hazard Insurance**. So long as the Condominium Association maintains a "master" or "blanket" policy which keeps the improvements now existing or hereafter erected on the Property insured against loss by fire and other hazards included within the term "extended coverage" in an amount (as to Borrower's interest in the Property) equal to or greater than that required to pay sums secured by this Mortgage and which policy satisfies the terms of the Declaration, Borrower shall not be required to maintain any other hazard insurance on the Property. However, Borrower shall take such actions as may be reasonable to insure that the Condominium Association shall maintain such coverage and if, at any time, the Condominium Association does not maintain such hazard insurance coverage, upon the request of Lender, Borrower shall be obligated to maintain such coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or Condominium, whether to a unit or to the common elements, any such proceeds payable to Borrower are hereby assigned to Lender and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, thereafter paid to Borrower.

4. **Preservation and Maintenance of Property**. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. Borrower shall perform all of Borrower's obligations under the Declaration, the by-laws and regulations of the Condominium Association and all constituent documents. Borrower shall take such actions as may be reasonable to insure that the Condominium Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

5. **Protection of Lender's Security**. If Borrower fails to perform the covenants and agreements contained in this mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, insurance, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower may make such appearances, disburse such sums and take such actions as are necessary to protect Lender's interest, including, but not limited to, disbursement of funds to pay reasonable attorney's fees and to make repairs and entry upon the Property to make such repairs. If Lender has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums, if any. Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment hereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear the interest at the highest rate permissible under applicable law. Nothing contained in this Mortgage, shall require Lender to incur any expense or take any action hereunder.

6. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or the common elements, or for any conveyance in lieu of condemnation, are hereby assigned to Lender and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, thereafter paid to the Borrower.

8. **Borrower Not Released.** Extension of time for payment or modification of amortization of the sums secured by this Mortgage, granted by Lender to any successor in interest to Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or to refuse to extend time for payment or otherwise to modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest.

9. **Forbearance by Lender.** Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

10. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. **Successors and Assigns Bound; Joint and Several Liability.** Subject to the terms and provisions of paragraph 20 below, the covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of, Lender Borrower. All covenants and agreements of Borrower shall be joint several

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by U.S. mail, postage prepaid; addressed to Borrower at Borrower's address as set forth in the Note or this Mortgage, or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Holder upon the earlier of actual delivery or upon the expiration of forty-eight (48) hours after deposit in the U.S. Mail, as provided herein.

13. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be carried out and enforced only to the extent to which it shall be valid and enforceable, and any such invalidity or unenforceability shall not affect any other provisions of this Mortgage, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

14. **Governing Law and waiver of Trial by Jury.** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED UNDER AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND THE COURTS OF THE STATE OF FLORIDA IN THE COUNTY OF OSCEOLA SHALL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION OR OTHER PROCEEDING THAT MAY BE BASED ON, ARISE OUT OF UNDER OR IN CONJUNCTION WITH THIS AGREEMENT. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING THE LOAN REPRESENTED BY THE NOTE TO BORROWER.

15. **Headings.** The paragraph headings contained herein are included solely for the convenience of the parties, and shall not be used in construction or interpretation of this Agreement.

16. **Entire Agreement.** This Mortgage and the Note constitute the entire understanding and agreement of Borrower and Lender with regard to the subject matter hereof, and supersede all oral arrangements, understandings or representations of the parties. This Mortgage shall not be modified or amended unless such amendment is in writing signed by Borrower and Lender.

17. **Time.** Time is of the essence in the performance by Borrower of each and every obligation of Borrower represented by this Agreement.

18. **Further Assurance.** Borrower shall, from time to time, execute such additional documents which may reasonably be requested by Lender, to carry out and fulfill the intents and purposes of this Mortgage and the Note.

19. **Gender and Number.** Whenever used in this Mortgage, the singular number include the plural, the plural the singular and the use of any gender shall be applicable to all genders. All covenants, agreements and undertakings of Borrower shall be joint and several.

20. **Transfer of the Property Assumption.** If all or any part of the Property or any interest therein is sold or transferred or if any mortgage, lien or other encumbrance shall, during the term of this Mortgage, be recorded against or otherwise attach upon the Property without Lender's prior written consent, excluding (a) a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant by the entirety, or (b) the lien of real property ad valorem taxes not yet due and payable, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. If Lender has waived the option to accelerate provided in this paragraph, which waiver may shall be in writing and be conditioned upon the receipt by Lender of an assumption fee, which fee shall be determined by Lender solely in its discretion, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and Note. If Lender exercises such option to accelerate, Lender shall mail to Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which Borrower shall pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted hereunder or at law or in equity.

21. **Event of Default; Remedies.** Except as provided in paragraph 20 hereof, an Event of Default shall be deemed to exist under this Mortgage upon the occurrence of either of the following: (a) if a default occurs under the Note; or (b) if Borrower breaches any covenant or agreement of Borrower in this Mortgage. With respect to the breach of any covenant other than the covenant to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; and (3) a date, not less than fifteen (15) days from the date the notice is mailed to Borrower, by which date such breach, must be cured. Such notice, at Lender's sole option, may also state that failure to cure such breach on or before the date specified in the notice may

supersede all oral arrangements, understandings or representations of the parties. This Mortgage shall not be modified or amended unless such amendment is in writing signe by Borrower and Lender.

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22. **Assignment of Rental Appointment of Receiver.** As additional security hereunder, Borrower assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 21 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration or abandonment of the Property, Lender shall be entitled upon written notice, to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, management fees, court costs and reasonable attorney' fees and then to the sums secured by this Mortgage. Alternatively, Lender may seek the appointment of a receiver to manage and collect rents from the Property. If a receiver is appointed, any income from rents from the Property shall be applied first to the costs of receivership, anc then in the order set forth above.

23. **Lender's Prior Consent.** Borrower shall not, except after written notice to Lender and with Lender's prior consent, either partition or subdivide the Property or consent to: (i)the abandonment or termination of the Condominium or the unit week, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain; (ii)any amendment to any provision of the Declaration, by-laws or code of regulations of the Condominium Association or equivalent constituent documents of the Condominium which are for the express benefit of Lender; or (iii)any action which would have the effect of rendering the public liability insurance coverage maintained by the Condominium Association unacceptable to Lender.

24. **Borrower's Representations and Warranties**. As a material inducement to Lender to lend Borrower the Indebtedness evidenced by the Note, Borrower hereby represents and warrants to Lender the following: (i)the Property is not in any wise intended, whether as of the date hereof or at any time hereafter, to constitute any form of "homestead" under Florida law, and any such desire or intent is hereby waived, released and remised; and (ii)Borrower has not acquired the Property for any use or purpose other than for personal use as required by the Declaration.

25. **Release**. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, Borrower shall pay all costs of recordation, if any, of such release.

26. **Attorney's Fees**. Borrower shall pay all costs of collection and enforcement, including without limitation, reasonable costs of attorneys and legal assistants and costs of trial and appellate proceedings, and all of such fees and expenses shall be and become part of the indebtedness evidenced by the Note.

THE PROVISIONS OF PARAGRAPHS 1 THROUGH 26 OF THIS MORTGAGE, WHICH ARE INCLUDED ON PREVIOUS PAGES, ARE INCORPORATED HEREIN BY REFERENCE AND SHOULD BE READ BY BORROWER BEFORE EXECUTION OF THIS MORTGAGE.

IN WITNESS WHEREOF, Borrower has executed this Mortgage under seal on the day and year first written above.

Signed sealed and delivered in the presence of:

Signature: _____
CAROLINA KOKIS

Signature: _____
Deloris Newman

Signature: _____
CAROLINA KOKIS

Signature: _____
Deloris Newman

Borrower: _____
DAMEIN COATES

_____
MARIEBEL COATES

STATE OF FLORIDA)
)SS.
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this **4th day of August, 2004** by **DAMEIN COATES and MARIEBEL COATES** each of whom is/are personally known to me or has produced KS DLS as identification.

CAROLINA INES KOKIS
MY COMMISSION # DD 325271
EXPIRES: June 1, 2008
Bonded Thru Notary Public Underwriters

_____
(Notary Signature) Carolina Ines Kokis
(Notary Name Printed)
NOTARY PUBLIC
Commission No. DD 325271

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Borrower: _____

STATE OF FLORIDA)
)SS

NOT TRUE!

WYNDHAM Vacation Ownership

The ABC's of Vacation Ownership

A

Becoming an Owner at the Wyndham Palms Resort and Country Club is a fun and AFFORDABLE way to spend your family's precious leisure time and resources. When you purchase a vacation interval, you are really buying at least one week of "time" in a specific type of villa that can be used every year or every other year. Unlike a hotel room that is merely rented on a daily basis or a vacation home that you own 365 days out of the year, with a vacation interval you purchase only what you use. Another major advantage to the vacation ownership concept is that you are actually prepaying for future vacations at today's prices. By becoming a Wyndham Palms Owner, your family will be able to experience a lifetime of ultimate vacations that are not only fun and affordable but the memories you will create together will be...priceless.

B

One of the great reasons to become a Wyndham Palms Owner is all of the great BENEFITS you will have available to you as a family. The accommodations and amenities that you will experience at our resort are more lavish and luxurious than your average hotel room. When you purchase an interval with us, you are actually buying fee simple, deeded real estate that is yours for a lifetime. This interval can be loaned to family and friends or be left to your heirs. Your lifetime of ultimate vacations will now become your children's lifetime of vacations. When you first become an Owner at the Wyndham Palms you will be enrolled in a one-year membership to the Interval International exchange network. Through this network you will be able to travel the world by exchanging your week at the Wyndham Palms Resort and Country Club with a week at one of the 3,500 affiliated resorts in 65 different countries from around the world, subject to terms and conditions of Interval International.

C

As the vacation ownership industry has grown, high profile companies have seen the tremendous advantages for providing families with the highest quality accommodations, finest room and resort amenities and exceptional guest services. Companies like Wyndham International have attached a whole new source of CREDIBILITY to the world of vacation ownership by providing a brand that is renowned for its highest levels of luxury and guest satisfaction. With more than 6.7 million households now owning a vacation interval and with over 5,400 resorts in 200 countries that are now partnered through the world's premier exchange company, Interval International, vacation ownership has never been more appealing to families as it is today. As a result of the resort's unsurpassed dedication to providing the best in accommodations, amenities and guest services to its Owners, Interval International has awarded the Wyndham Palms Resort and Country Club with their highest honor, the Five-Star rating.

WYNDHAM Vacation Ownership

Benefits of Owning at the Wyndham Palms Resort and Country Club

What do you get when you combine a popular vacation resort offering luxurious world-class accommodations and the highest standards of guest service with the number-one vacation destination in the world? The Wyndham Palms Resort and Country Club in beautiful Orlando, Florida. The resort is situated on over 600 acres of premium real estate and surrounded by pristine Central Florida tropical landscaping. Just minutes from some of the best attractions, dining and shopping in the world, you will discover why thousands of families have made the decision to acquire their own personal vacation paradise at the Wyndham Palms Resort and Country Club. When a family decides to purchase an interval at the Wyndham Palms, they will not only experience a fabulous resort, but will also have the opportunity to exchange their home resort with Owners worldwide through our exchange partner, Interval International.

Accommodations Include:

- **One, two and three bedroom villas that sleep up to 4, 8, and 12 respectively**
- **Fully equipped kitchens**
- **18-hole championship golf course, Mystic Dunes Golf Club**
- **Family activities, children's program, children's playground**
- **Outdoor swimming pools, children's wading pools, children's playground, lighted hard court tennis courts, basketball courts, and miniature golf**
- **Special owner benefits, such as golf discounts, pro shop discounts and upcoming hotel discounts**

Vacation Ownership Facts

- **Vacation Ownership originated in the French Alps in the 1960's. Today it is one of the most popular vacation options enjoyed by leisure travelers.**
- **Timesharing is one of the fastest-growing sectors of the worldwide hospitality industry. In fact, vacation ownership has enjoyed a double digit annual growth rate over the past two decades.**
- **6.7 million worldwide now own a vacation interval, at 5,400 resorts in over 200 countries and territories.**
- **Florida remains the timeshare resort leader among U.S. states.**

All statistics are provided by the American Resort Development Association. For further information on vacation ownership, go to www.arda.org.

NOTES TO BUDGET FOR
THE PALMS COUNTRY CLUB AND RESORT CONDOMINIUM ASSOCIATION, INC.

Note 1

By definition, a budget is a good faith estimate of expenses, however, actual expenses incurred may be either more or less than the estimated expenses set forth in the Budget. If estimated expenses for certain line-items in the budget exceed the actual expenses incurred for such line-items, any excess will be applied to other line-items for which actual expenses exceed estimated expenses. Common Expenses as set forth in the Budget have been allocated among the various Unit types pursuant to the formula set forth in Exhibit "D" to the Declaration, as amended.

Note 2

Currently, Phases 1 through 22 of the Condominium have been declared. Phase 23 is currently under construction and is expected to be completed and added to the Condominium by July 2007. If additional phases are added, the total amount of Common Expenses for the Condominium will increase incrementally; however, as a result of both the addition of new Owners and the Developer guaranty described in Note 3 below, the amount of Common Expenses payable by each Owner for the current budget year will remain unchanged.

Note 3

In accordance with Chapter 721 and Section 8.5 of the Declaration, the Developer guarantees to each Owner through December 31, 2007, that the total annual assessment for Common Expenses, exclusive of Ad Valorem Taxes, imposed on Owners for each Unit Week owned will not exceed the following for each of the respective Unit types:

One Bedroom:	$466.34
One Bedroom (deluxe):	$503.65
Two Bedroom	$568.94
Two Bedroom (deluxe):	$593.89
Three Bedroom:	$705.11

The actual amount of the Developer guaranty to be paid by Developer will be equal to the amount necessary to pay the difference between the actual expenses less the sum of the amount of assessments collected from all Owners and Association income from other sources. In consideration of this guaranty, the Developer shall be excused from the payment of its share of the Common Expenses which otherwise would have been assessed against its unsold interests in the Condominium during the term of the guaranty. As a consequence of this exemption, the Developer shall pay any amount of Common Expenses incurred each budget year which exceed the total revenues for the Vacation Ownership Plan, including guaranteed assessments collected from Owners and Association income from other sources, for such budget year for so long as the guaranty remains in effect. An estimate of the amount the Developer will pay pursuant to the guaranty is reflected in the "Estimated Developer Guaranty Contribution" line-item of the Budget. The Developer reserves the right, but not the obligation, to extend and increase the amount of this guaranty for one or more periods of one year each after the expiration of the guaranty period on December 31, 2007, as permitted pursuant to Section 721.15(2), Florida Statutes.

Note 4

The Association has entered into a management agreement with Tempus Resorts Management, Ltd. (the "Management Firm"), an entity affiliated with the Developer, pursuant to which various management services will be performed on behalf of the Association. Pursuant to the Management Agreement, the Management Firm shall be paid a fee equal to 10% of all money the Management Firm is required to collect pursuant to the Budget, special assessments, or specific charges levied against an Owner. Certain Board members are also officers of the Management Firm and its affiliates.

Note 5

Property taxes assessed against Unit Weeks will be billed separately by the Association. There is currently no timeshare property that is subject to tax assessment other than the individual Units and Unit Weeks.

Note 6

Certain amenities available for use by Owners are part of the Condominium and owned by Owners in undivided shares as more specifically described in the Declaration. Costs associated with operating and maintaining these amenities are reflected in the "Commonly Owned Amenities" line-item of the Budget. Other amenities have been made available for use by Owners pursuant to a Recreational Facilities Membership Agreement between the Developer and the Association. Pursuant to the Recreational Facilities Membership Agreement, Owners have been granted non-exclusive use rights and privileges in certain recreational facilities and amenities owned by the Developer or an affiliate of the Developer. As consideration for these use rights and

CHICAGO TITLE INSURANCE COMPANY
316 W. MISSION AVE. #121
ESCONDIDO, CA 92025

Date: 6/17/2016

VIA CERTIFIED MAIL

DAMEIN G COATES and MARIBEL COATES
1226 LIMIT ST
LEAVENWORTH KS 660484234

NOTICE OF INTENT
TO RECORD A CLAIM OF LIEN AND PROCEED WITH FORECLOSURE

TS#: 80907 / BATCH: DIAMMD-24
Account No. : 2274112
Bldg/Unit/Week: 26-205 / 19

Association: THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM AND AN AUTHORIZED AGENT FOR THE PALMS COUNTRY CLUB AND RESORT CONDOMINIUM ASSOCIATION, INC.
Management: DIAMOND RESORTS INTERNATIONAL
Property Address: 7600 MYSTIC DUNES LANE, CELEBRATION, FL 34747

This office has been retained by DIAMOND RESORTS INTERNATIONAL, pursuant to the Declaration Covenants, Conditions and Restrictions recorded 10/28/1998 as Book 1545/PAGE 2911 document number 98124992 in the official records of OSCEOLA County Recorder's Office, State of FLORIDA, to collect overdue regular and/or special assessments pertaining to the property address shown above, Pursuant to section 718.121, Florida Statutes.

This letter serves as the association's notice of intent to record a Claim of Lien against your timeshare interval shown above.

The delinquent amount totals $2,087.72. This sum includes the regular maintenance assessments, late charges, interest, and costs of collection and attorney's fees. For further breakdown **please contact and to make arrangements to pay the delinquencies you must contact DIAMOND RESORTS INTERNATIONAL at phone number 877-497-7521.**

In order to cure your delinquencies your payment must be made by **cashier's check or money order**, **payable to THE PALMS COUNTRY CLUB AND RESORT**, whose address is **C/O DIAMOND RESORTS INTERNATIONAL 10600 W. CHARLESTON BLVD., LAS VEGAS, NV 89135** and **must be received to them no later 7/10/2016**.

In the event that this matter is not resolved by the date indicated, and a Claim of Lien gets recorded you may be responsible for any additional costs and fees. Thereafter, a non-judicial foreclosure action may be commenced to enforce the Lien. You could lose ownership of your property if a foreclosure action is commenced.

Your cooperation would sincerely be appreciated in bringing your account current before the due date stated above. If you have **any questions** regarding this letter please contact **DIAMOND RESORTS INTERNATIONAL at 877-497-7521**

Sincerely,

CHICAGO TITLE INSURANCE COMPANY, on behalf of DIAMOND RESORTS INTERNATIONAL,
By Lori R. Flemings, Trustees Sales Officer

FAIR DEBT COLLECTION PRACTICES ACT NOTICE

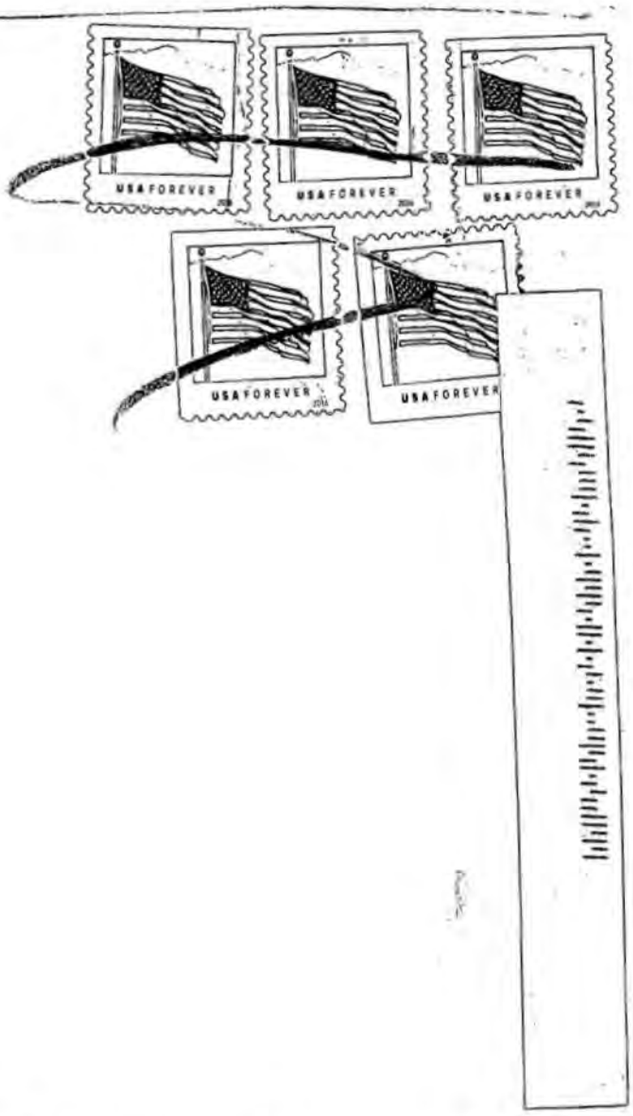
This letter is being sent by certified mail, return receipt requested, and by regular mail.
In accordance with the Fair Debt Collection Practices Act (15 U.S.C. §1692 *et seq.*) ("**Act**"), please be advised that this Notice of Intent to Record a Claim of Lien is an attempt to collect a debt and any information obtained will be used for that purpose.

Unless you dispute the validity of the above-referenced debt, or any portion thereof, within 30 days of your receipt of the Notice of Intent to Record a Claim of Lien, the debt will be assumed to be valid. If you notify us in writing within the 30 day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and mail a copy to you. If within the 30 day period, you make written request for the name and address of the original creditor we will furnish that information to you.

Written requests for information under this Act should be addressed to:

DIAMOND RESORTS INTERNATIONAL
10600 W. CHARLESTON BLVD.
LAS VEGAS, NV 89135

Damein and Maribel Coates
1226 Limit Street
Leavenworth, KS. 66048



Office of Attorney General
Pam Bondi
State of Florida
PL-01, The Capitol
Tallahasee, Florida 32399-1050

CS/Timeshare
BD

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

BUREAU OF CONSUMER PROTECTION
Scranton Office
417 Lackawanna Avenue, Suite 202
Scranton, PA 18503
570-963-4913
September 12, 2016

John Schoenack
301 Woodsbluff Ct. S
Bath, PA 18014

Re: Diamond Resorts International
BCP-16-05-012031

Dear Mr. Schoenack:

The Bureau of Consumer Protection has attempted to contact the out-of-state business against which you filed a complaint, but we have not received a response. Therefore, by copy of this letter, we are forwarding your complaint to Florida Office of Attorney General and requesting its assistance in attempting to address this matter. Please direct any further inquiries about this matter to:

Florida Office of Attorney General
Economic Crimes Division
110 SE Sixth Street, 10th Floor
Fort Lauderdale, FL 33301

If you would like more information on this referral, please feel free to contact our office. A copy of your complaint will remain on file for our future reference. On behalf of the Office of Attorney General, thank you for bringing this matter to our attention.

Very truly yours,

Terrance F. Greene
Agent Supervisor

sn
23A

Scp

KATHLEEN G. NE
ATTORNEY GENERAL

consumers@attorneygeneral.gov

www.attorneygeneral.gov

Consumer Complaint Form

Bureau of Consumer Protection
15th Floor, Strawberry Square
Harrisburg, PA 17120

1-800-441-2555 – PA ONLY
1-717-787-9707

Required fields are marked with an asterisk*
Your information:

Are you a veteran? ☑ Yes ☐ No Are you on active duty? ☐ Yes ☑ No		Age Group: ☐ Under 18 ☐ 60-64 ☐ 18-34 ☑ 65 and older ☐ 35-59	
☑ Mr. ☐ Ms. ☐ Mrs. ☐ Dr.	Name* John Schoenack		
Address* 301 Woodsbluff Ct S			
City* Bath		State* PA	Zip Code* 18014	County* Northampton
Daytime Phone Number* (484) 225-6500	Home Phone Number* ( )	Email Address sweeneyk@live.com	

If completing this form on behalf of someone else, please complete the following information:

Are they a veteran? ☑ Yes ☐ No Are they on active duty? ☐ Yes ☑ No		Age Group: ☐ Under 18 ☐ 60-64 ☐ 18-34 ☑ 65 and older ☐ 35-59	
☑ Mr. ☐ Ms. ☐ Mrs. ☐ Dr.	Name*		
Address*			
City*		State*	Zip Code*	County*
Daytime Phone Number [illegible]	Home Phone Number ( )	Email Address	

Who is the complaint against?

Business/Person Name* Diamond Resorts International		Phone Number: (877) 374-2582	
Name of the individual of whom you complained Jason Abdela			
Mailing Address 400 North Atlantic Ave			
City Daytona Beach	State FL	Zip Code 32118	County
Product or Service Purchased Vacation Club	Date of Purchase 10/8/2015	Purchase Price 165,540.00	

Legal Representation:

Have you retained an attorney? ☐ Yes ☑ No				
Attorney's Name				
Address				
City		State	Zip Code	County
Daytime Phone Number ( )	Have you filed a legal action? ☐ Yes ☐ No	If yes, please state when:		
Where was the legal action filed?	What decision was made?			

Other Agencies:

Have you contacted other agencies? ☐ Yes ☒ No
What agencies were contacted?
What action was taken?

Complaint Information:*

Please explain your complaint. You may use additional sheets if necessary. Please print or type clearly. Try to be brief, but be sure to tell **WHAT** happened, **WHEN** it happened and **WHERE** it happened. Be specific about any oral statements the business made to you, ESPECIALLY those that influenced you to deal with the company. Describe events in the order in which they happened. Attach COPIES of all contracts, letters, receipts, canceled checks (front & back), advertisements or any other papers that relate to your complaint.

Purchased vacation club points at Daytona Beach FL. in October 2015. Was given ~~information that was false. My wife and I were told company was soon going public and~~ we would have the option after 2 years to turn in our points to Diamond. We would be ~~building up equity because we were at the platnium lever with the company.~~

We then purchase an addional amount of 4,000 points from the Daytona Beach location in March 2016 because we were told at that time that we could turn in points at $.30 (yearly) each to use for payment of maintenance or whatever we CHOSE to do with the money.

In May 2016, we went to a owner's meeting in Las Vegas NV, the corporate office of ~~Diamond Resorts, and were informed that the information given to us at Daytona Beach~~ is not true.

My wife and I are senior citizens, on limited income. We were hoping to improve on our net worth to help us be independent financially through our years.

What would you like the bus s to do to settle your complaint?

Return money to us and take back the points we paid for.

PLEASE READ CAREFULLY
THE ATTORNEY GENERAL CANNOT ACT AS YOUR PRIVATE ATTORNEY

As a law enforcement agency, the primary function of the Office of Attorney General is to represent the public at large by enforcing laws prohibiting fraudulent or deceptive trade practices that impact the public interest.

The Attorney General, through the Bureau of Consumer Protection ("Bureau"), provides a mediation service to consumers where an attempt may be made to mediate individual consumer complaints which fall within the Bureau's jurisdiction. The information you provide will be used in an attempt to resolve your complaint and will be shared with the party(ies) against which the complaint is filed. Additionally, your complaint may be shared with or referred to other Governmental Law Enforcement or Regulatory Agencies.

NOTE: We cannot mediate a matter which is or has been the subject of legal action.
Your complaint will be kept on file and may be used to establish violations of PA law.

By signing below:

1. I certify that the information provided in my complaint, including my identity and any factual statements or allegations, are true and correct to the best of my knowledge, information and belief.
2. I certify that I have read and understand the informational sheet about the mediation process; and, further certify my understanding that the Bureau cannot provide individual legal representation to me.
3. I certify that I have authorized the Bureau to contact the party(ies) against which I have filed a complaint; and, that I further authorize the party(ies) against which I have filed a complaint to communicate with and provide information related to my complaint to the Bureau.
4. I certify that I have authorized the Bureau to transfer my complaint, and any or all attachments related to it, to another federal, state, local or other agency which may have jurisdiction over this matter.

John Schoenack — YOUR SIGNATURE

7/18/16 — DATE

Please include copies of all documents regarding your problem. Be sure to send COPIES, not originals.

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **8th day of October, 2015** by and between Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Seller**"), whose address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135, and **KATHLEEN SCHOENACK and JOHN SCHOENACK** (whether one or more, "**Purchaser**", collectively with Seller, the "**Parties**"):

Seller agrees to sell and Purchaser agrees to purchase the following described property (the "**Membership**") upon the following price, terms, and conditions, including but not limited to the Further Terms and Conditions set forth herein:

Membership in Diamond Resorts U.S. Collection (the "**Collection**"), which includes (i) membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), whose principal place of business is located in Clark County, Nevada, and (ii) the following Points for use in the Collection

Points: 50000 **Initial Use Year:** 2016

BASE PURCHASE TERMS
ITEMIZATION OF AMOUNT FINANCED (for financed sales)

1.	Purchase Price of Membership: (**"Purchase Price"**)		**$165,540.00**
2.	Initial Cash Deposit:	**$9,648.00**	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to the seller as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	**$117,300.00**	
	b. Other Amounts Owed:	**$0.00**	
	c. Total Trade in value: (line a minus line b)	**$117,300.00**	
	d. Other Amounts Paid at closing:	**$0.00**	
4.	Additional Cash Deposits Due:		
	a. On or before: _____	**$0.00**	
	b. On or before: _____	**$0.00**	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		**$126,948.00**
6.	Credits (if any):		**$0.00**
7.	Base Amount: (line 1 minus line 5 minus line 6)		**$38,592.00**
8.	Financed Closing Costs payable to_____		**$750.00**
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): (**"Unpaid Balance"**)		**$39,342.00**

Closing Costs

A.	Closing Costs to Seller	**$40.00**
B.	Closing Costs to Purchaser	**$750.00**
C.	Total Estimated Closing Costs	**$790.00**

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): Purchaser will be billed for Assessments separately by the Association	**7,794.00**

17232444-STD Signature Verification

SIGNATURE VERIFICATION

I(We), **KATHLEEN SCHOENACK and JOHN SCHOENACK**, by my/our execution hereof, hereby certify that the signature(s) below correspond to my/our true and legal name(s).

Kathleen Schoenack	John Schoenack
Signature	Signature
Kathleen Schoenack	**John Schoenack**
Printed Name	Printed Name
Signature	Signature
Printed Name	Printed Name

WITNESSES:

Kathy Fugate	
Signature	Signature
Kathy Fugate	
Printed Name	Printed Name

ISSUED FOR TRUE COPY

Diamond Resorts U.S. Collection

17393155-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **March 1st, 2016** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
Wrap Fee	BUY	1		
3.5% Buyer Financed Closing	BUY	1		
DEP - *Diamond Bonus Points	SEL	4000		
US Owner Kit Tablet Point	SEL	1		

*Additional Amount(s): **$0.00**

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

Kathleen Schoenack — Date: **March 1st, 2016**

Signature: **Kathleen Schoenack**

John Schoenack — Date: **March 1st, 2016**

Signature: **John Paul Schoenack**

Date: **March 1st, 2016**

Signature:

Date: **March 1st, 2016**

Signature:

SELLER:

March 1st, 2016

Signature — Date

Printed Name

4814_Rev 4-5-2012_esig02232016

Office of Attorney General
Commonwealth of Pennsylvania
Bureau of Consumer Protection
417 Lackawanna Avenue, Suite 202
Scranton, PA 18503-2025

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 000.46[5]
0000868228 SEP 16 2016
MAILED FROM ZIP CODE 18503

RECEIVED
SEP 26 2016
Office of the Attorney General
Ft. Lauderdale Consumer Protection

33301$5000 C001

CO/ Inaug

Predon

Ephraim & Ana Atanasio
2141 NW 82 Terr.
Pembroke Pines, FL 33024
954-432-7297

October 18, 2016

Office of Attorney General State of Florida
Capital Bldg. Pl level #01
Tallahassee, Florida 32399-1052

Att: Citizen Attention

To Whom it May Concern:

This a shorten version of a letter addressed to Diamond Resorts International, 10600 West Charleston Blvd., Las Vegas, Nevada 89135-1014: to the attention of Shelby Knapp, Fraud Specialist, Re: Acct# 0025126210

I write this summary at the suggestion of your hospitality department when I stated that fraud was perpetrated on the above captioned account. I have owned time share points with Diamond Resort for many years and have attended other presentations. Your sales persons have been very precise and clear about cost and charges and have been very professional. I was under the impression we had a good relationship.

When I attended this sales presentation, on September 9, of this year, I made it very clear that my main interest was in obtaining information regarding the recent acquisition of your company. I was not interested in buying more points nor could we afford it. We were paying on the Sampler because we wanted to go to Hawaii next year and that was all we could afford. BIG mistake! When he started his pitch about saving us money (about $1750 maintenance and about $150 on the Sampler) we repeated the fact that we were not interested nor could we afford it, but he was very persistent and persuasive.

I am inclosing a copy of the work sheet where he states there would be no out of pocket expense that day, He expounded on the benefits of a new product. We could redeem unused points and receive a check issued to us for the unused points. We asked, at least 4 times, if the only amount we would be responsible for was $132.24 and he stated yes.. My husband specifically asked if there would be any hidden fees and he said no, we would only be responsible for $132.34. Eventually we accepted offer.

This is where the fraud starts. He offered a credit card to pay for the loan payments and at the same time earn points. He insisted we BOTH needed to apply even when I objected. When we were approved he charged the card for $8260.20. I questioned why, and why the discrepancy between the **loan** and the charged amount. He stated that was the amount head quarters had finally agreed upon. I asked if this was due to a pending payment due on the Sampler and he said probably but I could send an E-mail and make sure no further amounts would be deducted on the Sure Pay agreement. When I got home I did send an E-mail to cancel the Sure Pay pending payment and was told I did not owe it. We started to sign papers. Upon receiving the explanation of proposal I immediately questioned the disclosed

amounts. He **said those figures represented all prior transactions and amounts**. I had no reason to doubt his word as they were plausible. So we signed.

A week ago I received a statement requesting the 1st payment of $132.34. When I call Diamond Resort I told them I had paid the loan off. I was informed that the loan had not been paid off and that I had actually committed to a purchase amount totaling $16,560, and they cited the explanation of proposal we had signed. They could not tell me where the credit card payment had gone and that I needed to contact the credit card bank. After several calls to the bank I was told that the payment was made to CS Daytona Bch/ Perennial Vacation Club. I stated I had never authorized any payment to them and that my receipt stated Diamond Resort. The bank employee called the phone listed on the transaction and put the call on a 3 way call. The called was answered as Diamond Resort but the employee refused to speak with us 3 times because the call was being recorded. I placed the credit card amount as disputed.

We never authorized any payment to any vendor except to **pay off the loan**. We opened the credit card **specifically** for this purpose and no other. Brad never mentioned a purchase amount of $16,560.00 or a down payment of $9000, and I wonder how this could have saved us any money. He specifically said no out of pocket expense, as stated on the work sheet. I am stating that he misappropriated the credit card payment and diverted it to an unauthorized vendor. I am stating he not only misrepresented what the amounts on the proposal sheet were, but that he lied about what they actually represented. I am stating that he deliberately omitted disclosing any facts or amounts. **And** we believed him so we signed.

I found out about this fraud only after receiving the request for payment on the loan from Diamond Resorts. I truly hope that logic will help when you consider the amount you are stating we are responsible for and committed to, and how it could have saved us money. Do you really think we would have signed for that amount after stating we were not interested or could afford it? It scares me to think that he can actually commit fraud and get away with it. This is not a trust worth employee. I trusted your organization and had never had reason to distrust it, or your sales personnel. Based on this trust I am shocked at what has happened

Sincerely,

Ana Atanasio

cc: Nevada Attorney General
cc: Division of Consumer Services Florida
cc: Barclay Card US

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

Current Points	8,500

Total Points	13,000

Bonus Points	4,500

1	Inflated **Purchase Price**	$37,980	1
2	Additional Equity	$21,420	2
3	**Adjusted Purchase Price**	$16,560	3
4	Down Payment	$9,000	4
5	Closing Costs	$580	5
6	Special Fees (wrap)	$0	6
7	Credits Received Today	$740	7
8	Funds Received Today	$8,260.20	8
9	Pick up Amount	$0.00	9
10	New Purchase Amount	$7,560.00	10
11	Existing Loan Amount	$0.00	11
12	Total Finance Amount	$8,140.00	12

Price Transaction

Interest Rate	13.99%
Term	120
Monthly P & L Payment	$126.34
~~Monthly Collection Fee~~	$6.00
Total Monthly Payment	$132.34

Added Points	4,500
PPP	$3.68

Maintenance Fees 904 ~~$1,129~~
(based on added points)

Presentation Date: **Friday, September 09, 2016**

Name:	Atanasio
Lead #	1544719

Existing Loan Amount
$0.00

Accept: ☑ **Yes** ☐ **No**

x Epiphanio Atanasio

x Ana Atanasio

NOTE: THE ABOVE OFFER IS VALID DURING TODAY'S PRESENTATION ONLY AND WILL BE VOID AT THE END OF THIS PRESENTATION.

0 out of pocket TODAY

TOTAL PAYMENT

147/month

Use Less

PAY Less

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed!

Use More

PAY MORE

0

1750

100% Fees
100% Loss

or

More POINTS
more options ✓ (VIP)
more benefits ✓

1) SAVE $
2) REDIRECT SAVINGS
3 HELP OFFSET COST

EXAMPLE

1750 (NOW)
- 1750 (SAVE)
0

+ 1750 (EXTRA)
1750 TOTAL COST
x 10 YEARS
17,500 / 16,500

or

4,500 more POINTS

NAPA / SAN Plan

★ 13,000 TOTAL POINTS

+ Ability to SAVE 50% OFF of Reservations

- POINT SAVER

Double USAGE

TOTAL USAGE
25,000
- 8,500 (Actually USE)
★ 16,500 for Left

REDEMPTION

- Check Reimbursement
- TRAVEL (AIR - Cruise - Hotel
- Shopping TRAVEL ADVANTAGES

(EX 3,500)

DiamondResorts.com

21625.1214

Ephraim Atanasio
2141 NW 82nd Terr.
Pembroke Pines, FL 33024

Office of Attorney General State of Florida
Capital Bldg. Pl level #01
Tallahassee, Florida 32399-1052

32399$1052 C001

CS/ Travis

Ricky Do

1304 Mckie Dr. Apt. 203 Austin, Texas 78752

Please Communicate By Email: **Ricky.Do@broadbandemail.com**

October 27, 2016

Florida Attorney General
PL-01 The Capitol
Tallahassee, Florida 32399-1050

Reporting: Diamond Resorts International For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning, I am a resident of Texas and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Diamond Resorts International, 10600 West Charleston Blvd. Las Vegas, Nevada 89135.

The timeshare company's corporate office is Diamond Resorts U.S. Collection Development LLC, 10600 West Charleston Blvd. Las Vegas, Nevada 89135.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Diamond Resorts International sales process and experience was full of *high-pressure*, *fraudulent* and *deceptive sales tactics*.

However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths*, and *outright lies*, all of which, were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Diamond Resorts U.S. Collection Development LLC sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I hope that not only can I be helped but that many other people can be spared the *misrepresentation, sales deception, fraud and exploitation* of Diamond Resorts International.

I authorize your office to send my complaint and supporting documents to all of the above business identified in this complaint. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter. The above complaint is true and accurate to the best of my knowledge. If your office can not help me would you, please forward my information to the office who can help me. Thank you for your time and help! **Please Communicate With Me By My Email**.

Sincerely,

Ricky Do

Please Communicate By Email: **Ricky.Do@broadbandemail.com**

9/20/2016

Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, Nevada 89135

Dear Diamond Resorts,

In August 2016 my fiancé and I were on vacation in Las Vegas, Nevada. We were approached by a man who asked if we would like to get a free meal to a Brazilian steakhouse and a show. He then asked if we were over 25 and married. We told him we were not married but he said not to worry about not being married.

He mentioned all we had to do was attend a presentation and that it wasn't anything illegal because there were cameras watching all the paperwork at the moment.

We informed him that we were only in Las Vegas for the night and had a tight schedule and that we had sightseeing to do. He reinforced us that it was only 2 hours of our time and we could go back to our schedule and have a meal for the night.

After we finally agreed to attend and signed up he asked to hold $20 and promised it would be refunded at the end of the presentation. However, before we attended the presentation we then realized that it was a timeshare presentation and agreed with each other that we could not afford anything they would offer and just wanted the free meal. We were promised that we would have a ride back to our hotel after the presentation.

During the presentation I was called out and put on the spotlight for not knowing the costs of a vacation in Rome in front of the rest of the crowd. This was very embarrassing and belittling and really put me on the spot. The man convinced me that it was smarter to invest in a vacation rather than throwing money one time for a hotel room I didn't know anything about.

After the presentation, a saleswoman by the name of Paitra Youngman began discussing the benefits of owning a timeshare and continued pressuring us into buying.

She offered us deals that she said was only available today and that if we left and came back to purchase a timeshare later than we would not receive a larger collection and more properties.

Paitra and another man **treated us as a married couple and ran our credit and kept insisting our total income was more than I said it was**. **So they lied about our income to get our credit approved in the first place.**

Before we knew it, they had **two lines of credit opened for each of us through Barclay MasterCard when we were told they would only be credit applications and not that we were indebting ourselves to a down payment for a timeshare that we could not afford.**

By now it was 2 hours past the time we allotted for this presentation and we were wanting to get out and back to our schedule before our last night in Vegas ended. It felt like we were highly pressured into buying a timeshare and were being rushed through the paperwork.

We were given no time to discuss the buying of a timeshare privately even though we continued to tell them we would like to think about it and that we did not want to make a decision like this on a spare of the moment.

We were then told our 6000 points would allow us to go anywhere we chose with more amenities than were actually available.

In addition, we were told that we could use points for airfare, travel, rentals when it actually we found out later that it wasn't enough.

We were also told now that with the package deal they put us in we would be able to go anywhere in the collection we wanted at any time at our choosing.

We were told to not worry about the high cost of the loan from Diamond Resorts because we would be able go to other banks and refinance for a lower interest rate. **We found out later that that was not true.**

We are constantly getting calls about scheduling a new member mandatory orientation that must be at one of their resorts.

We were told that we could easily pay for our maintenance fees, purchase price, and fees by renting out our timeshare.

We were told that the timeshare was a real estate investment and that we could rent it and make a big profit if we wished. We found out later that all of this was not true; that in actuality lie after lie was being told to us to scam us into making this purchase.

It was explained to us that we could resell the timeshare for a big profit.

We were told that our friends and family would be able to use the timeshare without additional fees when there indeed is a specific limit. This too was a lie.

We were told that the maintenance fees would increase but only by a couple dollars each year. **Again we found out later all of this is untrue**.

We have missing paperwork, specifically any copies of paperwork with opening the credit line applications. This is because they lie about our income!!!

They rushed us through all the paperwork very quickly and neglected to mention that we had the ability to rescind or cancel the timeshare contract. They did not allow us time to read the contract before signing and they just pointed to each section and told us that we had to place our initials or signatures on.

They made many, many oral promises that only later did we find out were not delivered in the paperwork.

We trusted your company to be a respected and ethical company and for your salespeople to be telling the truth. Now we have found that we were incorrect on both counts. **To top it off our 20 dollars was not even returned to us.**

There is no way that what your resort has done to us by using high-pressure, intimidation, misrepresentation, deception, and total out and out lies to trick us into buying this timeshare can be legal.

I will begin to report Diamond Resorts International to all the government agencies I can find on the internet to get this contract canceled immediately.

I want our timeshare canceled and all money that your company scammed us out of returned. What your company has done to us is simply not right and you should be ashamed of yourselves.

Ricky Do

Ricky Do
1304 Mckie Dr. Apt. 203
Austin, TX 78752

Florida Attorney General
PL-01 The Capitol
Tallahassee, Florida 32399-1050

C8/Snavel

OFFICIAL COMPLAINT: DIAMOND RESORTS INTERNATIONAL

Edwin Rosado Jr.

16745 Cagan Crossings Blvd 102B

Clermont, FL 34714

October 27, 2016

Office of Attorney General

State of Florida

The Capitol PL-01

Tallahassee, FL 32399-1050

C/c: Office of the Attorney General

Grant Sawyer Building

555 E. Washington Avenue, Suite 3900

Las Vegas, NV 89101

To whom this may concern,

I am writing this letter regarding a purchase made with Diamond Resorts International on April 10, 2016. The sales representive knew that I was disabled and on strong controlled medications the day I purchased and my girlfriend Caryn Lipton witnessed what I experienced for 4 ½ hours. I suffer from severe depression and four herniated disc in my lower lumber. I was taking medications such as Citalopram an antidepressant, Flexeril which is a muscle relaxer for pain, Norco and Tylenol #3 which are controlled pain medications. I was not in the greatest condition to make a life changing decision like the one I regrettably made.

I suffer from the following symptoms when I take Citalopram: drowsiness, dizziness, weakness anxiety, feeling shaky, sleep problems, vision changes, nausea, loss of appetite, diarrhea, constipation, dry mouth, cold symptoms such as stuffy nose, sneezing, sore throat, cough and increased sweating. Flexeril symptoms consist of Anxiety, restlessness, fever, sweating, twitching, nausea, vomiting, diarrhea, seeing or hearing things that are not there, Fast, pounding, or uneven heartbeat, Severe drowsiness, fainting, or confusion. Norco: anxiety, dizziness, drowsiness, Lightheadedness, nausea, vomiting, upset stomach, constipation, headache, and mood changes, blurred vision, ringing in your ears, and dry mouth. Tylenol #3: nausea, vomiting, upset stomach, constipation, headache, lightheadedness, dizziness, drowsiness, blurred vision, or dry mouth.

I did address my complaints directly with Diamond Resort International and spoke to a woman by the name of Meribeth. I inquired about cancelling my contract due to my condition and what occurred during the presentation. Since I was on an installment plan and the timeshare was recently purchased, she advised me to write a letter to Diamond Resorts regarding the information I shared with her and I would be assisted with the cancellation of my contract.

I sent a letter to Diamond Resorts in August explaining my reasons for cancellation and I received the following email from Ronald Jackson....

Date: Aug 30, 2016 10:47 AM

Subject: Cancellation request | Case # US-2016-0041783

To: "2success247@gmail.com" <2success247@gmail.com>, "admin@diamondresorts.i-sight.com" <admin@diamondresorts.i-sight.com>

Cc:

Hello Mr. Rosado,

Thank you for contacting Diamond Resorts International® and allowing us the opportunity to respond to you.

We have received your correspondence regarding you request to cancel your contract, after reviewing your letter I do see all of the conditions you have stated and we will be more than happy to review your account for cancellation. Before we can start the review process we will need for you to send us any supporting documentation regarding your conditions that you feel will help your request and we can submit that information to executive management for consideration and possible approval.

I will await the documents you send me before I move forward with the process.

Respectfully,

Ronnie.

Ronald Jackson | Hospitality Management Specialist | Diamond Resorts International® | Tel: 702.473.7645 (79853) | Fax: 702.240.2576

After I sent the documentation from my doctors supporting the information I mentioned in my dispute letters, I was sent this email…

From: "Jackson, Ronald" <Ronald.Jackson@diamondresorts.com>

Date: Oct 17, 2016 5:48 PM

Subject: Cancellation request | Case # US-2016-0047219

To: "Edwin Rosado" <2success247@gmail.com>, "admin@diamondresorts.i-sight.com" <admin@diamondresorts.i-sight.com>

Cc:

Dear Mr. Rosado

Thank you for taking the time to send me the documents regarding your request for cancellation. Currently the review on your account has been complete and has returned denied by executive management. Should you have any additional questions please feel free to contact us.

Respectfully,

Ronnie.

Ronald Jackson | Hospitality Management Specialist | Diamond Resorts International® | Tel: 702.473.7645 | Fax: 702.240.2576

At the time when I purchased the timeshare, I was receiving temporary workers comp along with permanent social security disability. I thought at the time I was able to afford the timeshare and now that I am on a fixed income I can no longer afford the timeshare. I have not used the timeshare since due to my disability and I really need your assistance to terminate my contract with Diamond Resorts. I would really appreciate all the help I can get and if you need any further information please feel free to contact me.

Respectfully,

Edwin Rosado Jr.

Edwin Rosado Jr
16745 Cogan Crossings Blvd 102B
Clermont FL 34714

Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

CC: Office of the Attorney General Las Vegas, NV

CS

Dominique K. Atisso & Rebecca M. Atisso

2903 Dobbs Court

Buford, GA 30519

November 2, 2016

Diamond Resorts International

Attn: Contract Care Department

10600 West Charleston Blvd.

Las Vegas, Nevada 89135

Re: Timeshare Contract #: 17597513

To whom this may concern,

My name is Dominique Atisso, my wife Rebecca Atisso and I recently purchased a timeshare with Diamond Resorts International this past June. I am highly disappointed with sales representative Savannah Morehouse. When we went to the presentation, the presenter made it clear that Diamond Resorts timeshares were better than the Bluegreen timeshare we already purchased. I did ask the presenter if there was any way they would be able to take our Bluegreen timeshare in exchange for a timeshare with Diamond. The presenter said the only way Diamond would acquire our Bluegreen timeshare was if it was paid off. The presenter said the timeshare was such a great deal, that selling it wouldn't need to be an option for us. We did, however, have the option to rent our timeshare to family and friends to help with our payments for the timeshare.

After I shared how badly my timeshare with Bluegreen Resorts affected my wife's and I's relationship, sales representative Savannah assured me that I would get all of her help with getting our financials into place. She told us she figured out our situation before we reported to the sales presentation as her specialty was to deal with clients who own other timeshares. She promised me the professional help of her good friend Lisa who was in the business of renting timeshares. She promised to have her friend help us rent my Bluegreen timeshare. She told us our membership perks won't go into effect until January 2017. We thought this would give us time to lighten our financial burden with our Bluegreen timeshare. We were provided with a tablet and had to wait two weeks for the contract to load to the tablet for us to review. For this reason we missed the opportunity to cancel our contract……

After the signing, I was in contact with Savannah via text messages in order to see her promises honored. I called Savannah's friend Lisa and was advised to call the office and ask for Adam or Leslie. When I called the office I spoke to Leslie who happened to be the husband of Lisa. Upon, I explained the reason for my call, Leslie made me understand that their office could not help us because they do not deal with clients owning such small amount of points like ourselves. I was very upset about this and contacted Savannah and she just stopped returning my calls and replying to my text messages.

We did not need to buy a second timeshare as we have been struggling with the first one we purchased with Bluegreen. However, we trusted the "highly experienced" Savannah Morehouse who promised to

help us with her friend's services in renting our Bluegreen timeshare and also refinance our mortgage. We did not know that we will start to pay the mortgage payments before the points that were purchased will be put on our account. After receiving the first bill in the mail, I called Savannah and informed her of this and yet to hear back from her. We were really expecting to really get help as she promised but everything she said was a lie.

We want our contract cancelled immediately! We were misled and deceived by the sales representative Savannah. We have proof of text messages to Savannah if you need them because we were badly lied to. Send us the documentation confirming our contract was cancelled and a check for the monies we paid thus far for the timeshare.

Sincerely,

Dominique K. Atisso & Rebecca M. Atisso

C/c: Grant Sawyer Building

555 E. Washington Avenue, Suite 3900

Las Vegas, NV 89101

Telephone: 702-486-3420

C/c: Office of Attorney General

State of Florida

The Capitol PL-01

Tallahassee, FL 32399-1050

Dominique Atisso
2903 Dobbs Ct.
Buford, GA 30519

BUFORD, GA 30518
2016
USPS

BUFORD
USPS
FOREVER USA

Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399 8591 C001

CS/Grant

CONSUMER CREDIT COUNSELING SERVICE

1800 McCallie Ave.
Chattanooga, TN 37404
Phone: 423-490-5620
Fax: 423-490-5624

FAX

TO: FL Atty General

FROM:

FAX:

OF PAGES: 29

PHONE:

PHONE:

SUBJECT:

DATE:

COMMENTS:

Who we are

Who is providing this notice?	Diamond Resorts Financial Services, Inc.

What we do

How does Diamond Resorts Financial Services, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Diamond Resorts Financial Services, Inc. collect my personal information?	We collect your personal information, for example, when you ❑ Give us your contact information or apply for financing; ❑ Give us income information or provide account information; or ❑ Provide employment information. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ❑ sharing for affiliates' everyday business purposes—information about your creditworthiness ❑ affiliates from using your information to market to you ❑ sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. ❑ Our affiliates include companies that are subsidiaries of Diamond Resorts Corporation, including non-financial companies such as Diamond Resorts Europe, Diamond Resorts International Marketing, Inc. and Diamond Resorts Management, Inc.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. ❑ Non-affiliates we share with can include direct marketing companies.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. ❑ Our joint marketing partners include credit card companies.

Other important information

If your mailing address is in California, then we automatically treat you as having instructed us not to disclose information about you to non-affiliated third parties and affiliated parties, to the extent prohibited by applicable California law.

17497266-Privacy Policy Multisite Collection

Diamond Resorts Corporation

17497266-Surepay Authorization Mulitsite Collection

SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("**SurePay Plan**") for automatic payment of your principal and interest on your Promissory Note through your checking, savings or credit card account.

Part A: Method of Payment

By indicating Automatic Checking/Savings Account Payment and signing, I (we) hereby pre-authorize **Diamond Resorts Corporation**, its subsidiary and affiliated companies (collectively referred to as "**COMPANY**") and/or its service provider ("**PROVIDER**") to initiate electronic funds transfers from my (our) checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I (we) agree to provide such voided check to COMPANY within 15 days from the day I (we) sign this Authorization.

By indicating Automatic Credit/Debit Card Payment and signing, I (we) hereby pre-authorize COMPANY and/or PROVIDER to initiate debit entries to my (our) credit card account indicated below in Part C.

This authority is to remain in full force and effect for "Note Payment," as indicated below, until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I (we) recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Note Payment --- Monthly Payment Amount $413.48

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

- ☐ Automatic Checking Account USD
- ☐ Automatic Savings Account USD
- ☐ Automatic Credit Card USD*
- ☐ Automatic Debit Card USD*

Terms and Conditions of Participation in SurePay Plan for Note Payment:

I (we) understand and agree to the following: If, at any time prior to the date the promissory note is paid in full, I (we) elect to terminate my (our) participation in the SurePay Plan, or I (we) close the designated bank account, or I (we) fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I (we) stop payment on or rescind this SurePay Plan authorization, the annual interest rate on the promissory note is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my (our) participation in the SurePay Plan upon ten (10) days' written notice to me (us). In the event of such termination by Company, the annual interest rate on the promissory note is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Note payments should be sent to: Portfolio Department, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 877.DRI.CLUB (877.374.2582).

Part B: Authorization

Pre-authorization for automatic payment:

Name(s):	Signed:	Date:
Charles Steven Cooper	Charles Cooper	10/25/16
Brenda Webb Cooper	Brenda Webb Cooper	10/25/16

Part C: Depository / Credit Card Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name:

Branch:

City:

State: Zip:

Transit / ABA Number:

Account Number:

CREDIT/DEBIT CARD*

☐ American Express ☐ Discover Card

☐ MasterCard ☐ Visa

Account Number:

Expiration Date (mm/yy):

Name on credit/debit card:

*** Discounted interest rates are NOT applicable when utilizing either a credit or debit card.**

Rev 10-08-08_esig06012016

Diamond Resorts U.S. Collection

17497286-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **October 25th, 2016** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
3.5% Buyer Financed Closing	BUY	1		
DEP - *Diamond Bonus Points	SEL	7500		
US Owner Kit Tablet Point	SEL	1		

*Additional Amount(s): **$0.00**

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

Signature: **Charles Steven Cooper** Date: **October 25th, 2016**

Signature: **Brenda Webb Cooper** Date: **October 25th, 2016**

Signature: Date: **October 25th, 2016**

Signature: Date: **October 25th, 2016**

SELLER:

Signature **October 25th, 2016**
Date

Printed Name

4814_Rev 4-5-2012_esig02232016

17497266-Diamond Bonus Points Acknowledgement

ACKNOWLEDGEMENT

Diamond Bonus Points / Diamond Dream Holiday Package

Sale Date: October 25th, 2016

Diamond Bonus Points:

CSC BWC ____ ____ I/We understand if I/we choose to use bonus points to book THE Club® reservations of my/our choice, the term of eligibility to use these points along with any other qualifying loyalty benefits is from time of qualification until December 31st, 2018.

CSC BWC ____ ____ I/We understand increased membership level will not be reflected on my account until I have fulfilled the qualifications for Diamond Bonus Points activation. Activation occurs when at least 15% down payment has been received and membership has been setup or 10% down payment has been received plus four consecutive monthly payments have been made on the purchase loan.

CSC BWC ____ ____ I/We understand Diamond Bonus Points will be exempt from incurring annual per point maintenance fees, however, I/We will be responsible for Club fees applicable to the Bonus Points for the time period in which they may be used

Diamond Dream Holiday Package:

CSC BWC ____ ____ I/We understand if I/we choose to use bonus points to book a Diamond Dream Holiday Package, reservations must be made 120 days in advance of arrival.

CSC BWC ____ ____ I/We understand travel must be completed by October 25, 2017, which is 365 days from the purchase date.

CSC BWC ____ ____ I/We understand all flights must originate and return from the same major US airport. All flights are booked economy coach class. Additional restrictions may apply.

CSC BWC ____ ____ I/We understand there will be a $99 reservation fee for all Diamond Dream Holiday reservations.

CSC BWC ____ ____ I/We understand Diamond Loyalty upgrades do not apply to the Diamond Dream Holiday.

CSC BWC ____ ____ I/We understand there are blackout dates five (5) days before and after President's Day, Easter, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day.

CSC BWC ____ ____ I/We understand once confirmed, all Diamond Dream Holiday reservations are final.

CSC BWC ____ ____ I/We acknowledge that I/we have received a Diamond Dream Holiday TRIFOLD Brochure that explains the details of participation and the telephone number to book my vacation.

PURCHASER(S):

Charles Steven Cooper	Brenda Webb Cooper
Printed Name	Printed Name
Printed Name	Printed Name

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Diamond Resorts

17497200-Truth in Lending Disclosure Multisite Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:
Charles Steven Cooper
Name

Promissory Note Number: 26163202

Brenda Webb Cooper
Name

Name

Name

Home Telephone: 603-496-0688

Address: Post Office Box 5495

City/State/Zip: Cleveland, Tennessee 37320

Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $6,376.00
14.3689 %	$23,363.60	$26,254.00	$49,617.60	$55,993.60

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee =		Total Payment	
120	$407.48	+	$6.00	= $413.48	December 9th, 2016 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment.

Default Rate: In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: ☐ (This paragraph applies only if checked.) You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, your interest rate will increase by Zero percent (0.00%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from $413.48 to $413.48.

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

Charles Steven Cooper
Printed Name

Brenda Webb Cooper
Printed Name

Printed Name

Printed Name

October 25th, 2016
Date

Rev 08/10 - (10072010)_c_sig_03_21_2016

Florida

17497266-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Multisite Rules and Regulations
- ☐ Entire Purchase and Security Agreement
- ☐ THE Club® Exchange Documents
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ Truth In Lending Disclosure Statement
- ☐ Privacy Policy
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Schedule of Reservation Rates
- ☐ Receipt for Timeshare Documents
- ☐ Interval International Document
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Sure Pay Authorization
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

Signature — Date: October 25th, 2016

Charles Steven Cooper
Printed Name

Signature — Date: October 25th, 2016

Brenda Webb Cooper
Printed Name

Signature — Date: October 25th, 2016

Printed Name

Signature — Date: October 25th, 2016

Printed Name

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

Rev 1-7-08

CS / Travel

November 15, 2016

To Whom It May Concern:

My wife and I are currently in an uphill battle with Diamond Resorts International. If it wasn't bad enough that they've lied to us countless times throughout our 5-year ownership, now they're denying everything their representatives told us to convince us to buy, and are refusing to cancel and refund our purchase. At this time we feel like we've gone up the ladder at Diamond as far as we can on our own. We would like to formally ask for you assistance in this matter.

Attached you'll find a variety of documents that have been sent to and received from Diamond throughout the course of our dispute, which began on October 11, 2016. These documents include:

- Our initial letter of complaint sent to Diamond headquarters
- Email from Jessica Levine at DRI
- Our response to Jessica Levine disputing remarks made in her email
- Email to Diamond Resorts with regards to phone call we received with inaccurate information

Please read through each of these documents to get a better understanding of our case.

We have also received a large influx of calls from Diamond's Financial Services Department. We get about 1-2 calls a day, minimally, all trying to get us to pay our fees and threatening us with damaging our credit rating.

Please let us know what else we can provide to you to advance this case. Anything you can do to help would be much appreciated.

We look forward to working with you!

Sincerely,

Michael A. and Mary Kaye Mordenga
123 Pointe Vintage Drive
Rochester, NY 14626

October 11, 2016

Diamond Resorts International
10600 West Charleston Boulevard
Las Vegas, NV 89135

To Whom It May Concern:

My wife and I are extremely disappointed in Diamond Resorts International. Initially we were excited about exploring what Diamond had to offer by visiting various locations throughout the country. We had hope for this ownership and trusted the words told by our sales representatives. Now we want nothing to do with Diamond. It's become increasingly apparent that your staff lies to owners/potential owners to make the sale. This is not morally or ethically right and quite frankly I don't know how you're still in business. Between the harassing calls, stretched truths, and inability to book, we find no need for our Diamond Resorts ownership and are hereby requesting that you cancel our ownership and refund our accounts of the monies we've paid to date, immediately.

Our first Diamond purchase was made in 2011 at your Williamsburg, Virginia location. We were pushed to upgrade twice in 2013 and 2014, both in Orlando, Florida. So far we've spent about $65,000 in our Diamond ownership, and that's only half of our total fees. Right now we're paying $5,892.30 per year in maintenance fees, which is actually more money than it would cost to book a yearly vacation at a Diamond Resorts if we weren't members. The vacations we get are not worth this dollar amount, nor is the lackluster customer service we've received.

Each time we've visited a Diamond Resort for a family vacation, we are forced to attend a sales meeting. These meetings are not optional, but are considered a "mandatory" part of our ownership. While there we are constantly harassed by Diamond sales people and continuously pressured into upgrading and purchasing more points. The kicker is that the extra points/upgrades never make a difference. Now we're paying more money out of pocket than ever, yet still receive awful service and horrible booking power. It is now apparent that we've been lied to and the truth was misrepresentative or convenience left out by your agents.

At one of those so called "owner's meetings" we had some real concerns about scheduling and the availability of locations that we had attempted to book. Often when we tried to book a vacation when and where we wanted, it was not available. At that meeting we were upset and feeling quite defeated for your lack of availability. All we wanted was for someone in customer service to give us a few answers and a little help. Instead, we were held for more than 2 hours in a room waiting to be heard when we finally talked with a few different people, none of whom were genuinely interested in our concerns, but all who attempted to convince us our problems would be resolved if we spent more money with Diamond by upgrading. It is truly a shame that your company cares more about selling points than customer service. We get it's your livelihood, but something's got to give. At that meeting we were offered a "special deal that no one has ever been given before" as long as we signed that day. That's not customer service and customers who have spent good money with your company should not be treated that way! Again, I have no idea how your company is still open. I'm sure at one point in time you treated your customers with respect and dignity to get you to where you are today, but that is not what we have experienced. Your agents are harsh, straight to the point, and relentless. Often times we felt bullied into making purchases because your agents made us feel that way. That just isn't right.

When we first purchased with Diamond our understanding of the maintenance fees was that they covered such things as housekeeping, etc. We understood and could justify the initial maintenance fee amount of $789.25 a year. Our annual fees are so high now that they could essentially cover the full cost of our stays if we booked them independent from our Diamond membership and paid out of pocket. That's right, we're paying $5892.30 a year in maintenance fees alone! I surely question the value of our 35,000 points, as they appear to be worthless to us.

We are disappointed that we can't rent our property, considering we were told we'd be able to with ease. I guess this was just a way for our agent to provide us with additional "financial protection" that wasn't accurate, like so many of their other claims. We also think it's strange that our original agent told us that we could sell back the ownership to Diamond if we decided we didn't want it anymore. This was how we were sure this was a "no risk" purchase. When we later asked about selling it back to Diamond, we were ignored. Apparently there is no such program. Finally, we think it's strange that we received copies of the contracts, but none of them had our signatures on them. Was a bait and switch tactic used on us?

This all being said, I have stopped all payments to Diamond Resorts. **With this letter I am demanding cancellation of our contract and a full monetary refund of mortgage and maintenance fee payments from Diamond Resorts**. I'm expecting a resolution within 30 days of your receipt of this request. If not resolved by Diamond Resorts within the next 30 days, I will pursue every legal and regulatory agency available to me to get this matter resolved to my satisfaction.

Sincerely,

Michael A. and Mary Kaye Mordenga
123 Pointe Vintage Drive
Rochester, NY 14626

From: "Levine, Jessica" <Jessica.Levine@diamondresorts.com>
Subject: Regarding your letter dated October 11, 2016
Date: October 31, 2016 at 9:05:32 AM EDT
To: "'info@thevictorsgym.com'" <info@thevictorsgym.com>

Dear Mr. and Mrs. Mordenga:

We thank you for contacting Diamond Resorts International® (Diamond). This email is in response to your letter dated October 11, 2016.

First and foremost, we regret to hear that you feel misled during your purchases. We have reviewed the contract and your concerns and we do not feel there was a misrepresentation.

You are not forced to attend the Sales presentations and you are not obligated to stay or make a purchase. This is solely your decision. If you are on a standard reservation, you will not have to attend a presentation. However, if you are on a Marketing stay or a stay that requires a presentation (it will states this on the certificate or on the contract), then this is a requirement and you must attend. Sales will try and make a sale if you attend. They will offer you different promotions that will only be good for that day. These same deals may not be available in the future.

We apologize if there was pressure during your Sales presentations. We will bring this to the attention of Sales to make certain that our Members are treated with the utmost respect.

While we understand that you can simply book a week a year on vacation websites, we cannot compare this to the Membership in which you have. As a member, you have access to Member Benefits; such as, flights, cruises, resorts and hotels, along with many more. In addition, you have access booking to Interval International using your points and THE Club® Select with points and cash at discounted rates. You maintain 35,000 points annually which will allow for several vacation throughout the year depending on where and when you book.

Prior to your most recent upgrade, you maintained 17,500 points and you were a Silver Member. You purchased 17,500 additional points in 2014, which put you at 32,500 points and brought you to a Gold Loyalty Level. This gives you longer deadlines for Member Benefits, as well as less of a cost to use for Member Benefits. In addition, you have access to some benefits that other Members do not. As such, these upgrades did make a difference. We encourage you to review your Member Benefits Directory online to review your benefits and compare them.

Diamond has over 350 locations for you to visit. As you are a Member of the US Collection, you can book the resorts in this Collection 13 months in advance of your check-in date, and all other resorts, including European Resorts at 10 months. We do request booking as soon in advance as possible to get what you are seeking, as availability is based on a first come, first service, space available basis and availability is never a guarantee. This is the key to locating availability. We do have many destinations around the world in which you may visit. Some of which are affiliated. This means, unfortunately, they are not managed by Diamond; we have no control over their availability, and a small amount of inventory available for our Members. However, you are still able to book these destinations, based on availability.

We are always happy to try and assist our Members with alternate locations. If you cannot find availability with THE Club®, you have access to the resorts with Interval International (II) and through THE Club® Select, which may have resorts in the area you are seeking. Just in case you have not heard of THE Club Select®, this can be located online by clicking on "Book with THE Club® Select" located under "My Reservations" to the left of the page. Simply click on the drop down and indicate where you would like to go and you can fill in specifics, as well. If the exact resort that you are requesting is not available, the system will provide you with alternates. You can do a blanket search by placing the first date you are willing to check-in in the first box and the last date you are willing to check-in in the last box. This will provide you a full search in between. Not only can you utilize your points for THE Club® Select, you may also use cash at a highly discounted rate. II and THE Club® Select are both deposit based programs; as such, if owners are not depositing weeks, those weeks/resorts will not be available. Please note, there is no exchange fee for THE Club® Select. These are both great resources for reservations. Please try these routes, as there may be a resort in the location you are seeking. In addition to these, you also have access to Resort and Hotel through your Member Benefits. You also have access to booking resorts 59 days or less for half points at participating resorts.

We are happy to see that you have been able to utilize your Membership every year. However, if you still require assistance booking, please let us know.

With that said, we see no justification to cancel and you will continue to be responsible for your contractual obligations.

Respectfully,

Jessica Levine | Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. 77907 | Fax: 702-240-2576

Ms. Levine,

In reviewing your response it seems that you're missing the point. You continue to tell us ways the ownership can work for us, but we've tried over and over again with no avail. Regardless of what the ownership can apparently provide, it hasn't. This isn't us assuming things without trying, this is experiencing talking.

You say that we're not forced to attend the Sales presentations and that we're not obligated to stay or make a purchase. That statement is laughable, it's so false! We were never once under the impression that we could say "no" to a sales presentation/update meeting or that we could leave the meeting until it was done. In fact, any time we tried to leave the meeting before purchasing, they'd bring in another representative and another manager to really drive the deal home. It's this kind of pressure that wore us down and encouraged us to purchase, even when the purchase wasn't right for us or our situation.

You say you're unable to compare our ownership to those on websites because we're given Member Benefits such as flights, cruises, resorts, and hotels. What you don't mention is how USELESS those benefits are! We've looked into booking each of those separately and consistently find that booking WITH the "perks" is actually more expensive than without. Thus, the "Member Benefits" are not beneficial at all!

You say that our Gold Loyalty Level and 32,500 points give us longer deadlines for Member Benefits and expands our booking potential, but we haven't found that to be the case at all. On paper it may make a difference, but in experience it does not. Regardless of the amount of points we have or our status among your workers, we still haven't been able to successfully book the vacations we want. We've tried booking far in advance and we've tried booking short notice, and nothing ever works. We're always required to either compromise where we want to go or when we want to go, which is not how we thought this ownership would pan out...particularly after upgrading.

The lack of care your representatives have for owners is insulting. We already explained this in our previous letter and you said that you'd bring it to the attention of the Sales staff. The problem is that the harm has already been done for us and we need some sort of compensation for dealing with this high-pressure treatment.

We notice in your response that you did not address our concerns regarding our lack of rental ability nor did you address the fact that our representative told us we could sell back the ownership to Diamond, thus implying it was a "no risk" purchase. When we tried we were told there's no such program. It's lies like these that make us want no part in your organization. Please address these concerns.

You also did not make clear why the contractual documents we received did not have our signatures on them. Was this a bait and switch tactic?

Ms. Levine, we hope that with this information you can understand why we will not be giving up on this fight and plan to move forward with our request.

We look forward to your response,

Michael & Mary Kaye Mordenga

From: "Michael A. Mordenga"
Subject: Mordenga Case #20160050222
Date: November 4, 2016 at 2:40:50 PM EDT
To: ContactUs@diamondresorts.com
Cc: Jessica Levine

I spoke with one of your collection representative this morning. She informed me that a "7-page email" from Hospitality Management detailing my case with a determination was sent to me. I informed her that I have not received anything of the sort; however, I would call Hospitality Managment directly to discuss the matter. She gave me the case number and what she said was California phone number, however the area code is from Colorado. 720-473-7645. I call that number and got an answering machine that did not appear to have anything to do with Diamond. Again all I get is the runaround and no real answers. I've requested a full refund and cancellation of my contract agreement. I've given Diamond the appropriate amount of time to address my request and you have failed to do so. I will be taking my case to the appropriate federal agencies and you can deal with them on fraud charges.

Michael A. Mordenga

Michael A. Mordenga
123 Pointe Vintage Dr.
Rochester, NY 14626-1757

ROCHESTER NY 144

16 NOV 2016 PM 1 L

USA

Office of Attorney General - Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, Florida 32399-1050

32399-105099

CS Drawer

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Clark, Marguerite A Last Name, First Name, Middle Initial	Diamond Resorts Int'l Name/Firm/Company
73 Third Ave Mailing Address	10600 W Charleston Blvd Mailing Address
Oswego Oswego City, County	Las Vegas City, County
New York 13126 State, Zip Code	Nevada 89135 State, Zip Code
(315) 343-1998 Home & Business Phone, including Area Code	(702) 684-8000 Business Phone, including Area Code
clarkcnye@yahoo.com Email Address	Business Email or Web Address

Product or Service involved: Time Share Amount Paid: $ 43,000+

Date of Transaction: 2003-2016 I was contacted by: ____ Telephone ____ Mail ✓ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: Nevada Atty. General, Florida office of Atty General, Florida Dept. of Agriculture and Consumer Services, Virginia Atty General, BBB

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☒ No

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

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached letter and backup.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Marguerite A Clark Date: 11/15/2016

Mail

Florida Department of Agriculture and Consumer Services
Division of Consumer Services

CONSUMER COMPLAINT FORM

Section 570.544(4), Florida Statutes

ADAM H. PUTNAM
COMMISSIONER

Please return completed complaint form to:

FDACS
Mediation & Enforcement
2005 Apalachee Parkway
Tallahassee, Florida 32399-6500

www.800helpfla.com
1-800-HELP-FLA (435-7352) FL Only
(850) 410-3800 Calling from Outside FL

This information **MUST** be provided for the department to mediate your complaint, as we correspond via U.S. mail. Incomplete forms CANNOT be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
☐ Ms. ☒ Mrs. ☐ Mr.	
Last Name, First Name, Middle Initial: Clark, Marguerite A + Richard A	Name of Business: Diamond Resorts International
Mailing Address: 73 Third Ave	Mailing Address: 10600 W. Charleston Blvd
City, State, Zip Code and Country: Oswego NY 13126	City, State, Zip Code: Las Vegas, NV 89135
Home and Business Phone, including Area Code: (315) 343-1998	Business Phone, including Area Code: 702-684-8000
Email Address: clarkcnye yahoo.com	Business Email and/or Web Address:

☐ *Please check if you would like to receive our Florida Consumer E-Newsletter. Our newsletter provides monthly consumer tips and information and is distributed by email.*

Because certain age groups enjoy specific protections under the law, please select the box next to your age group:

☐ **Under 25** ☐ **25 – 35** ☐ **36 – 45** ☑ **46 – 55** ☐ **Over 55**

Product or Service involved: Time Share **Amount Paid: $** Please see attached

Refund or Restitution Amount You Are Requesting: $ 28,600

Date of Transaction: _____ **I was contacted by:** ☐ **Telephone** ☐ **Mail** ☒ **Other**

Have you retained an attorney? ☐ **Yes** ☒ **No** **Have you filed suit in court?** ☐ **Yes** ☒ **No**
If yes, you should rely on the advice of your attorney.

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? ☒ **Yes** ☐ **No**
Far too many papers to attach to this. Please see recent correspondence.

PLEASE ATTACH COPIES, DO NOT SEND ORIGINALS.

- All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, F.S.
- 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 Section 775.082, 775.083, or 837.06, F.S.

Please explain your complaint. Attach additional sheets if necessary.

Please See attached letter.

****What would satisfy your complaint?**

Cancellation of contract + refund

**The department cannot require businesses to take a particular action such as repairing or replacing a product, or refunding money. The department may act as a mediator to attempt dispute resolutions; however, on occasion, the only recourse is to seek legal remedy through the court system.

My signature authorizes the Department of Agriculture and Consumer Services to take any action deemed necessary for purposes of mediation, investigation or enforcement. I understand that the department does not give legal advice, and cannot take legal action for me. I am filing this complaint to notify the department of the activities of this business/ individual and to seek any assistance available. I ACKNOWLEDGE THAT I AM AWARE THAT THE PERSON/ BUSINESS WHICH I AM COMPLAINING AGAINST WILL RECEIVE A COPY OF THIS COMPLAINT.

Signature: Marguerite A Clark **Date:** _____

☐ **I am filing this complaint for information purposes only and DO NOT want mediation assistance.**

☐ **My personal information is exempt from public records disclosure because I am a sworn law enforcement officer, judge, or other individual *specifically* exempted by s. 119.071(4), F.S.**

Richard A Clark & Marguerite A Clark
73 3rd Ave
Oswego, NY 13126
clarkcny@yahoo.com
(315) 402-9285

November 3, 2016

Re: Account # 338259

To Whom It May Concern;

We are forwarding you our consumer complaint for review and further assistance. We have provided all the documents that shows our communication with Diamond Resorts representative, Michelle Gross. She is very firm with her responses and is not empathizing with our complaint. It is all true. Diamond does mislead you into purchasing the timeshare with promises that it will go up in value and that we could rent to pay our fees. Their representatives are very pushy and aggressive. We have been held up for hours. They are not satisfied until you walk away with a new contract to your name. They will say anything to make a sale, including misrepresenting information. We have relied on the countless hours of their fabrications. Only to realize later that it was all part of their commission goals. Once you sign, it's your fault for being stupid. It's your fault for believing them and not taking the time at the already 5 hour meetings to go over every single line you are signing. This is all done with a purpose. The meeting is dragged until you sign, then, when they finally convince you, they fly through the signatures.

Diamond is responsible. Their representatives are responsible. We urge for your assistance. After going back and forth, we feel like we have hit a wall. It's not fair that we must remain responsible for an obligation that does not deliver any benefit. This needs to be investigated.

I'd also like to make you aware that a woman came to our house last night and delivered a paper from DRI. It asked to give DRI a call because they have been trying to reach us. This was an attempt to collect debt and we feel harassed. We did call, and left a voicemail stating firmly we were not paying because of our issues with DRI that need to be resolved. This is getting out of hand. It's ridiculous how they go out of their way to have someone come looking for you to collect payment but they cannot hire people to provide the services promised. Please assist in this quest to end our relationship with Diamond. It is only fair to ask for a refund since this was all caused by their fabrications.

Sincerely,

Richard A Clark

Marguerite A Clark

Richard A Clark & Marguerite A Clark

Please

**Contact us immediately.
We have an important
matter to discuss
with you.**

Diamond Resorts

407-226-0463

thank you

MDKH

DIAMOND RESORTS
INTERNATIONAL®

Stay Vacationed.™

October 21, 2016

Richard A. Clark and Marguerite A. Clark
73 Third Avenue
Oswego, NY 13126

RE: Request to cancel membership

Dear Mr. and Mrs. Clark,

We have received and reviewed your follow up request to cancel your membership with us, including 2 contracts in the US Collection. You state you have been unable to secure inventory and you were advised that maintenance fees would not increase, and we would take you points back if you wished.

We have fully reviewed your claims and the Purchase
Agreement associated with both contracts. Your claims of what was told to you at the time of sale and what you agreed to at the time of sale are different. You agreed that you would not accept and that you understood that we will not accept any type of verbal or written representation not included in the contract.

Your responsibility is to go over your documentation, to ensure that you understand your purchase. This is important, because it gives you the opportunity to address any issues you feel where miscommunicated. If you decide not to do this at the sales center, you still have the state mandated rescission period to do so in the comfort of your own space. You can then choose to cancel within rescission, or not. Forfeiting your right is your choice alone, and you must hold yourself accountable for that.

Our decision remains the same as previously stated. We did not find that this contract was misrepresented and we will not cancel and refund either contract based on your claims. You remain responsible for your membership and all contracts under your membership, as agreed to at the time of sale.

Diamond Resorts International® recognizes the importance of vacations to our lives, our relationships, and to our overall health and well-being. Design your own dream vacation with endless choice and flexibility. Stay happy. Stay healthy. Stay Vacationed.TM

Sincerely,

Michelle Gross

Michelle Gross, Hospitality Management, Specialist 1
Diamond Resorts International®
P: 702-473-7645 ext. 79670
F: 702-240-2576

Michelle Gross, Hospitality Management, Specialist 1
Fax: 702-240-2576

October 5, 2016

Membership#338259

Dear Michelle,

We appreciate you taking your time to respond to our letter.

We are not very delighted with your response and feel that Diamond should take extra time to review our account. We have been lied from the start and scammed out of our hard earned money. We have no desire in continuing with a business whose sole purpose is to scam their members.

I have tried during different occasions at different times, in advance, to book, and it did not matter at which location/time, there's no availability. It is hard to believe that with so many resorts at so many locations, there's never any availability. It almost seems as if Diamond does not want their members to use their membership rights.

There are many reasons why we wish to end ties with Diamond. As consumers, we know we have rights and deserve to get the services we pay for. Diamond does not provide us with that.

There has been many lies and headaches with this timeshare purchase. This is not the investment we were told it would be. We have tried to rent because we felt we would be able to pay for our maintenance fees if we rented out our week. Then, were misled to upgrade and purchase more points to get into the "Trust." Otherwise, we could only make reservations at our home resort. We were liked to and found out at a later date the info we were given was not true.

We have called in the past to inquire about selling the timeshare back. We were told that Sunterra/Diamond were no longer buying weeks back.

During our upgrade in Williamsburg, we were told our maintenance fees would go down or stay the same because we bought into the trust. We have discovered that maintenance fees increase yearly.

It is not a matter of the fees going up, but a matter that we were told they'd go down or not increase at all. It is not a matter of availability of a first come, first serve basis, but a matter of being told we could travel at any time wherever we wanted. This is the problem. We would have no problem if Diamond delivered their promises as presented during the updates and purchases. The people that meet with you are the ones that make it look like the best thing ever, and it is not. Our problem is with the people that have lied to us to get us to sign a contract. It makes sense that they would like as I am sure they're making a plethora of commission from these $10K and $20K sales. They have been deceitful and dishonest.

Please get back to me.

Thank you,

Richard A Clark & Marguerite A Clark

clarkcny@yahoo.com

DIAMOND RESORTS
INTERNATIONAL®

Stay Vacationed.™

September 17, 2016

Richard A. Clark and Marguerite A. Clark
73 Third Avenue
Oswego, NY 13126

RE: Request to cancel membership # 338259

Dear Richard A. Clark and Marguerite A. Clark,

Thank you for contacting Diamond Resorts International®. We received your letter dated August 23, 2016, requesting to cancel and refund membership 338259, which includes contract 16264949 in the US Collection, purchased at the Williamsburg Sales Center on July 04, 2012, and contract 17363286 in the US Collection, purchased at the Mystic Dunes Resort, December 26, 2015. You state in your letter that on many occasions you have tried to book a particular location and have been told there is no availability. You also state that your membership is no longer a value for you as the maintenance fees have increased over the years. You state that inventory at resorts managed by Diamond are offered on third party sites. For these reasons you request cancellation and refund of your membership.

We appreciate you bringing your concerns to our attention and allowing us to respond to them. I am sorry to hear that you no longer consider your vacation ownership to be a value for you and your family, and the difficulties you state you are having securing inventory. I want to assure you that we take all complaints seriously; we review them thoroughly and track all complaints for trends. We have reviewed your account.

Inventory is dispensed on a first come, first serve basis. If you are limited in the time you can travel and are specific about the resorts you want to visit, we always suggest booking as soon as possible. Why? Inventory is like anything else. The most popular areas at the most popular times will book first. We would never hold on to inventory that members want to book, just so hopefully later on, someone who wants to book the same time period can wait until a later date to book. You have the option to book resorts in your collection 13 months in advance and all other resorts 10 months in advance. I always advise our members to book as soon as possible if looking for inventory around the holidays and special dates. Additionally, resorts near beach areas will book quickly for inventory during the summer months. We will be glad to assist you with securing inventory.

You also state that your membership is no longer a value for you as the maintenance fees have increased over the years. I understand your frustration with the increase in costs of the maintenance fees over the years. We all agree that we do not want to see increases in any type of service our product that we use. It is a part of life, over time there will be increases, as salary increases, products increase, and so on. The increases in the US Collection have been minimal, considering the rate of inflation over the past few years. Your yearly invoice details any increases, including the percentage

of the increase, and an explanation for it. Whether you use the product you purchased or not, you are responsible for it. Nonuse would not be a valid reason to cancel your membership.

Lastly, you state that inventory at resorts managed by Diamond are offered on third party sites. Let me start by re-assuring you that Club accommodations are available for the exclusive use of members. It helps to imagine all availability at all resorts in two separate pots - one big, one small. The big pot contains all of the accommodation set aside for the exclusive use of points members. The smaller pot contains unsold weeks owned by Diamond (also known as the developer). As new members join THE Club®, accommodation is transferred from the smaller pot to the larger pot and so on to ensure there is sufficient inventory for the member population. This process is overseen by the trustees FNTC Limited to ensure there is always sufficient availability. However, as the owner of the unsold weeks, Diamond is liable for the management fees on these weeks. As such, we use this small amount of weeks to militate against these payments by either renting those weeks or using them for marketing activity (e.g. to attract new members).

In the example of Groupon®, this is actually a jointing marketing/rental initiative and while there is no requirement to attend presentation, we will be offering these guests the opportunity to join THE Club® at some point during their stay. We have found program's like this to be an excellent way to showcase the membership experience to a wider audience of potential new members. In addition, if there is a surplus of unsold weeks, the developer occasionally deposits these weeks into THE Club® pot for a short period usually at discounted points values. In short there is no question of member accommodation being made available to non-members.

After reviewing your account and claims, we have no grounds in which to cancel your membership. As long as you have active loans associated with the contracts we will not be able to assist you with this request. We will be glad to assist you with your ownership, so that you and your family can get the most out of your purchase. Please feel free to contact me at any time for assistance.

Diamond Resorts International® recognizes the importance of vacations to our lives, our relationships, and to our overall health and well-being. Design your own dream vacation with endless choice and flexibility. Stay happy. Stay healthy. Stay Vacationed.TM

Sincerely,

Michelle Gross

Michelle Gross, Hospitality Management, Specialist 1
Diamond Resorts International®
P: 702-473-7645 ext. 79670
F: 702-240-2576

DIAMOND RESORTS
INTERNATIONAL®

Stay Vacationed.™

October 21, 2016

Richard A. Clark and Marguerite A. Clark
73 Third Avenue
Oswego, NY 13126

RE: Request to cancel membership

Dear Mr. and Mrs. Clark,

We have received and reviewed your follow up request to cancel your membership with us, including 2 contracts in the US Collection. You state you have been unable to secure inventory and you were advised that maintenance fees would not increase, and we would take you points back if you wished.

We have fully reviewed your claims and the Purchase
Agreement associated with both contracts. Your claims of what was told to you at the time of sale and what you agreed to at the time of sale are different. You agreed that you would not accept and that you understood that we will not accept any type of verbal or written representation not included in the contract.

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Sincerely,

Michelle Gross

Michelle Gross, Hospitality Management, Specialist 1
Diamond Resorts International®
P: 702-473-7645 ext. 79670
F: 702-240-2576

Michelle Gross, Hospitality Management, Specialist 1
Fax: 702-240-2576

October 5, 2016

Membership#338259

Dear Michelle,

We appreciate you taking your time to respond to our letter.

We are not very delighted with your response and feel that Diamond should take extra time to review our account. We have been lied from the start and scammed out of our hard earned money. We have no desire in continuing with a business whose sole purpose is to scam their members.

I have tried during different occasions at different times, in advance, to book, and it did not matter at which location/time, there's no availability. It is hard to believe that with so many resorts at so many locations, there's never any availability. It almost seems as if Diamond does not want their members to use their membership rights.

There are many reasons why we wish to end ties with Diamond. As consumers, we know we have rights and deserve to get the services we pay for. Diamond does not provide us with that.

There has been many lies and headaches with this timeshare purchase. This is not the investment we were told it would be. We have tried to rent because we felt we would be able to pay for our maintenance fees if we rented out our week. Then, were misled to upgrade and purchase more points to get into the "Trust." Otherwise, we could only make reservations at our home resort. We were liked to and found out at a later date the info we were given was not true.

We have called in the past to inquire about selling the timeshare back. We were told that Sunterra/Diamond were no longer buying weeks back.

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Please get back to me.

Thank you,

Richard A Clark & Marguerite A Clark

clarkcny@yahoo.com

DIAMOND RESORTS
INTERNATIONAL

Stay Vacationed.

September 17, 2016

Richard A. Clark and Marguerite A. Clark
73 Third Avenue
Oswego, NY 13126

RE: Request to cancel membership # 338259

Dear Richard A. Clark and Marguerite A. Clark,

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We appreciate you bringing your concerns to our attention and allowing us to respond to them. I am sorry to hear that you no longer consider your vacation ownership to be a value for you and your family, and the difficulties you state you are having securing inventory. I want to assure you that we take all complaints seriously; we review them thoroughly and track all complaints for trends. We have reviewed your account.

Inventory is dispensed on a first come, first serve basis. If you are limited in the time you can travel and are specific about the resorts you want to visit, we always suggest booking as soon as possible. Why? Inventory is like anything else. The most popular areas at the most popular times will book first. We would never hold on to inventory that members want to book, just so hopefully later on, someone who wants to book the same time period can wait until a later date to book. You have the option to book resorts in your collection 13 months in advance and all other resorts 10 months in advance. I always advise our members to book as soon as possible if looking for inventory around the holidays and special dates. Additionally, resorts near beach areas will book quickly for inventory during the summer months. We will be glad to assist you with securing inventory.

You also state that your membership is no longer a value for you as the maintenance fees have increased over the years. I understand your frustration with the increase in costs of the maintenance fees over the years. We all agree that we do not want to see increases in any type of service our product that we use. It is a part of life, over time there will be increases, as salary increases, products increase, and so on. The increases in the US Collection have been minimal, considering the rate of inflation over the past few years. Your yearly invoice details any increases, including the percentage

of the increase, and an explanation for it. Whether you use the product you purchased or not, you are responsible for it. Nonuse would not be a valid reason to cancel your membership.

Lastly, you state that inventory at resorts managed by Diamond are offered on third party sites. Let me start by re-assuring you that Club accommodations are available for the exclusive use of members. It helps to imagine all availability at all resorts in two separate pots - one big, one small. The big pot contains all of the accommodation set aside for the exclusive use of points members. The smaller pot contains unsold weeks owned by Diamond (also known as the developer). As new members join THE Club®, accommodation is transferred from the smaller pot to the larger pot and so on to ensure there is sufficient inventory for the member population. This process is overseen by the trustees FNTC Limited to ensure there is always sufficient availability. However, as the owner of the unsold weeks, Diamond is liable for the management fees on these weeks. As such, we use this small amount of weeks to militate against these payments by either renting those weeks or using them for marketing activity (e.g. to attract new members).

In the example of Groupon®, this is actually a jointing marketing/rental initiative and while there is no requirement to attend presentation, we will be offering these guests the opportunity to join THE Club® at some point during their stay. We have found program's like this to be an excellent way to showcase the membership experience to a wider audience of potential new members. In addition, if there is a surplus of unsold weeks, the developer occasionally deposits these weeks into THE Club® pot for a short period usually at discounted points values. In short there is no question of member accommodation being made available to non-members.

After reviewing your account and claims, we have no grounds in which to cancel your membership. As long as you have active loans associated with the contracts we will not be able to assist you with this request. We will be glad to assist you with your ownership, so that you and your family can get the most out of your purchase. Please feel free to contact me at any time for assistance.

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Sincerely,

Michelle Gross

Michelle Gross, Hospitality Management, Specialist 1
Diamond Resorts International®
P: 702-473-7645 ext. 79670
F: 702-240-2576

August 23, 2016

Diamond Resorts International
10600 W Charleston Blvd
Las Vegas NV 89135

Re: Account # 338259

Dear DRI;

We have been members since 2003 when we purchased via Sunterra. At the time, we felt that the purchase of the week in Orlando was a good value and it would give us an affordable way to travel. However, since DRI had taken over Sunterra, we have become very unhappy with our purchase.

There have been many occasions when I had tried to book a week at a particular location, only to be told that it was not available. When we purchased our week at Orlando, I was told that resorts were exclusive only to members. It is my understanding, through some research on my own, that resorts that were suppose to be members only, have been resold on a third party rental market for extra profiteering. Therefore, offering non-members more availability than members who have paid steeply for their week. What was once sold as an exclusive membership is now just a hotel/apartment chain. This is not what we were told when we originally purchased and I feel is a breach of contract.

We have also come to the realization that DRI is no longer a value. I am able to book at trip to where I want to go and when I want to go for far less than what I am paying in Maintenance fees, Club fees, Interval fees, etc..... I can get much better deals through outside companies for far less!

Maintenance fees have risen exponentially through the 13 years of our membership. Upkeep at many of the resorts we have visited is lacking. It appears that ownership fees are not being returned to the properties for upkeep. It seems that costs are never ending but always spiraling upward.

We have take a few vacations using our points over the years. We have attended owner updates as well. I will never attend another owner update! Each time we go, it gets worse. Our time is valuable and I do not wish to waste it sitting in an office being told lie after lie! In Williamsburg, we were told that we had to purchase 4000 points to get us into the "Trust". We were told that our maintenance fees would be lower because more people were putting money in to the trust. We were also told that if we did not purchase more points, we could only use our week at our home resort. Our points would not be good anywhere else. Another lie and not what we were told when we originally purchased our timeshare week back in 2003! We were longer than the 90 minutes allotted. Finally, we purchased the 4000 points because we were afraid our investment would no longer be any good.

Last December 2015, we went to an owner update in Orlando, Fl. After a half hour, our salesperson, which is a poor actor by the way, stated that he had an emergency and someone else would come in to finish up our owners update. After a total of five hours, four salesmen and being told we were stupid, and we are not using our timeshare wisely, etc we gave in and purchased the points needed, though we did not want them. Just so we could get out of there! I am tired of the deception and high pressure sales tactics. What started out as "we aren't selling you more points" had turned into an intimidating and grueling morning!

Our decision to purchase a timeshare was based on false promises and misrepresentations by unscrupulous sales reps. Therefore, we Richard A & Marguerite A Clark would like to cancel our contract. We would like a monetary refund of all monies paid to Sunterra/Diamond Resort International. All future payments to DRI will be stopped.

We also request that there will be no harm to our credit and we request a WRITTEN resolution within 30 days of the receipt of this letter.

Sincerely,

Richard A Clark & Marguerite A Clark

October 29, 2016

DIAMOND RESORTS
INTERNATIONAL®

Stay Vacationed.™

Richard A. Clark and Marguerite A. Clark
73 Third Avenue
Oswego, NY 13126

RE: Regarding request to cancel membership 338259

Dear Richard A. Clark and Marguerite A. Clark,

We have received your follow up request to cancel your membership with Diamond Resorts International®, which includes two contracts. You state that you have not been able to secure inventory, that you were advised by the sales team that maintenance fees would go down, and that you could travel wherever you want and whenever you wanted without any advanced notice.

You state that you have not been able to secure inventory and that you were advised that you could travel wherever you want and whenever you wanted without any advanced notice. That is not how this or any other travel industry works. When you search for flights, hotels, or attempt to book a reservation, you will only have a choice from what is available. If you are attempting to book on short notice, you will have less availability to choose from versus booking well in advance. As stated previously, we will be glad to assist you with securing inventory. Keep in mind, and stated in your contract, we cannot confirm inventory. This just is not possible to do.

You state you were advised by the sales team that maintenance fees would go down. Your contract and supporting documents are clear, we provide an estimated amount for the purchase years maintenance fees, and we have no way of knowing what the following are future years invoicing will be.

We have responded several times to your request to have the above mentioned contract cancelled. Our position remains as previously stated. You had the opportunity to review your documents away from the sales environment and the chance to cancel this contract within the mandated rescission period.

Failure to use your Vacation Ownership Points will not relieve you of your obligation to the Association. As such, you are obligated to pay your dues each year. Failure to pay your Loan may result in an increased rate of finance charges to the maximum lawful rate under applicable law, as noted in your Truth in Lending Disclosure. Refusal to pay the fees assessed with this agreement will result in Default. Per the Fair Debt Collection Policy Act Diamond Resort International® must report accurate information to your Credit Bureau.

Based on the content of your information and the details noted in your contract, the terms of your contract were clear at the time of signing. Respectfully you remain responsible for your maintenance fees and loan as invoiced. I am sorry if our response is not what you intended or expected, but it is our final decision.

Diamond Resorts International® recognizes the importance of vacations to our lives, our relationships, and to our overall health and well-being. Design your own dream vacation with endless choice and flexibility. Stay happy. Stay healthy. Stay Vacationed.TM

Sincerely,

Michelle Gross

Michelle Gross, Hospitality Management, Specialist 1
Diamond Resorts International®
P: 702-473-7645 ext. 79670
F: 702-240-2576

Time Share Miscellaneous

Initial Purchase: March 11, 2003 as "Club Sunterra" @ Grand Beach Resort Phase II, week ? (6500 points?)

Purchase price:

Membership# 338259

2005 Club dues: $10.00

2005 Maintenance fees: $184.43 Contract# 1134181

2006 Club dues: $149.00

2006 Maintenance fees: $680.64 Contract# 1134181

2007 Club dues: $151.00

2007 Maintenance fees: $775.20 Contract# 1134181

2008 Now Diamond Resorts International

6/16/2008 2008- Club Special fee: $70.00

2008 Club dues: $.00

2008 Maintenance fees: $ Contract# 1134181

2009 Club dues: $235.00 (late $255.85)

2009 Maintenance fees: $937.42 (late $1251.49) Contract# 1134181

2010 Club dues: $245.00 (late $264.06)

2010 Maintenance fees: $985.16 (late $1054.56) Contract# 1134181

2011 ~~Club dues~~ Assessment Fee: $264.00

2011 Maintenance fees: $985.19 Contract# 1134181

7/5/2011 – Purchase of "The Sampler: Diamond Engagement Package..."

7500 points for $995.00; downpaymt $199.00 via VISA CC[redacted], remainder of $796.00 via DR US Collections @ 17.9%; $79.00 mo., for 11 months. Loan# 0001339669. Turned down option to get into Trust. One time use, not to be included/added to overall program points.

2012 Assessment Fee: $294.30 (late $296.60) Acct: 338259

2012 **The Club® Fee**: $277.00 Acct: 338259

2012 Maintenance fees:	$985.19	(late $1039.50)	Contract# 1134181
2013 Assessment Fee:	$1797.35	Acct: 338259	

To include 2013- The Club® Fee:	$299.00
ARDA-ROC Voluntary Contribution	$5.00
2013-US Collection Fee per point	$1288.35
2013-US Collection Operational Fee	$205.00

2013 – Purchase of 4000 points; "Diamond Resorts US Collection..." ????

To achieve 10500 points to enter "Trust", purchased for $>7889.74; down payment $???.00 via ???, remainder of $???.?? via DR US Collections @ 17.9%; $157.05 mo., for 120 months. Loan# 0022345709.

2014 Club Dues:	$1958.42	(late $2490.40)	Acct: 338259-US collection
2015 Club Dues:	$2111.38	(late $2528.51)	Acct: 338259-US collection

12/26/2015 – Purchase of points to become "Silver Member"

4500 points for $??????; down payment $???.00 via DRI CC, remainder of $???.?? via DRI US Collections @ 15.73%; $352.94 mo., for 120 months. Loan# 0024137607. Combined balance of Loan# 0022345709 ($$$) w/this loan ($$$), now Loan# 0024137607.

Loan balance (as of 7/21/16): $20,887.71

2015 Club Dues:	$2756.70	(owe $2444.58)	Acct: 338259-US collection

6/8/16 paid $1000.00, via MC....8555

Diamond Resorts International CC:

Opened 12/26/15, $4500 Limit, Annual Percentage Rate: 22.24%(v), (for down payment of $3488, for purchase of "Silver Member" upgrade).

Current Statement Balance (7/21/16): $3264.00

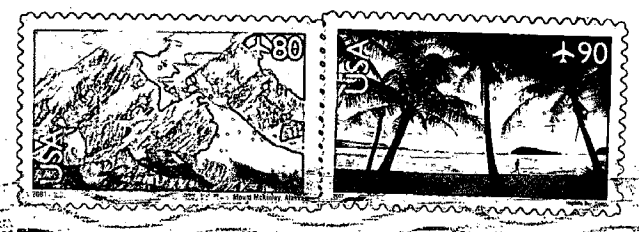
Payment: ~$33.00

Richard A & Marguerite A Clark

Sunterra/Diamond Resorts Timeshare info

	Initial Purchase	Upgrade #1	Upgrade #2	Upgrade #3
Date	2/20/2003	7/5/2011	7/4/2012	12/26/2015
Location	Orlando, FL	Williamsburg, Va	Williamsburg, VA	Orlando, FL
Sales Rep		Bernie Reid	Bernie Reid	Joan Rojas
Cost	$18,125.00	$1,068	$10,475.00	$21,277.54
Mortgage	15,406.00	$796.00	$10,475.00	$17,065.00
Maintenance fee	$504.53		$1,818.69	$2,756.00
Length of Presentation	4 hours	2-3 hrs	2-3 hrs	4 hrs
Contract #	1134181	23691025	16264949	173632286
Paid off	Yes	Yes	Yes	No

CLARK
73 THIRD AVE
OSWEGO NY 13126



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WED 16 NOV 2016 PM

OFFICE OF THE ATTORNEY GENERAL
PAM BONDI
STATE OF FLORIDA
PL-01, THE CAPITOL
TALLAHASSEE FL 32399-1050

CS/Inaud
OB

Myrna D. Penetrante

1407 Hough Lane

Ft. Washington, Maryland 20744

October 18, 2016

Brian E. Frosh

Attorney General of Maryland

200 St. Paul Place

Baltimore, MD 21202

RE: Diamond Resorts International Timeshare

To whom this may concern,

My name is Myrna Penetrante. I am the spouse of deceased Retired Military (USN) Remegio Penetrante. I have had to deal with a lot of personal issues, medical issues and this timeshare I have with Diamond Resorts has taken a bigger toll in my life. I am in desperate need of terminating my account with Diamond Resorts International as it has become a burden to me financially…

The sales representative did not mentioned that the sales office was applying for a credit for me to use for the down payment. I did express to the sales representative that I was only seeking a release of my ownership due to medical problems. The salesman took it upon himself to apply for a credit card instead of assisting me with the release of my paid off timeshare.

The sales representive never mentioned there would be separate maintenance fees for the original timeshare purchase and the upgrade. I was not fully aware what the upgrade was as the salesman did not go over the information regarding the upgrade. I was also not made aware of the increase in maintenance fees.

Due to my medical conditions, I have difficulty traveling by myself. For this reason, I will not be using the timeshare anymore and the same applies for my family. Another reason why I want this contract cancelled is because I cannot afford the payments for the upgrade as I am on a limited, fixed income and I have to pay off the increased medical bills. Aside from this, I also have to pay for home care for myself. There is no way I can afford the monthly payments and the increasing maintenance fees.

I do have documentation confirming my health condition in which I will be attaching to this letter. I am seeking your assistance with resolving this matter because Diamond Resorts have not assisted me. I look forward to your response.

Respectfully,

Myrna D. Penetrante

Myrna Penetrante

C/C: Office of Attorney General

State of Florida

The Capitol PL-01

Tallahassee, FL 32399-1050

c/c: Consumer Financial Protection Bureau

P.O. Box 4503

Iowa City, Iowa 52244

c/c: Federal Trade Commission

600 Pennsylvania Avenue, NW

Washington, DC 20580

Mrs. Myrna Penetrante
1407 Hough Ln.
Ft Washington, MD 20744

CAPITAL DISTRI

15 NOV 20

Office of Attorney General
State of Florida
The Capital PL-01
Tallahassee, Fl. 32399-1050

CS/Follow up
10.28.16

Ephraim & Ana Atanasio
2141 NW 82 Terr.
Pembroke Pines, FL 33024
954-432-7297

November 14, 2016

Diamond Resorts International
106 West Charleston Blvd.
Las Vegas, Nevada 89135-1014

Re: Acct# 0025126210
Att: Michael Flaskey, Vice President- Sales

Dear Mr. Flaskey,

I write this letter because I never received acknowledgement of a letter, dated 10/18/2016, addressed to Shelby Knapp, fraud specialist. In calling today I was told by two of your employees, Lora & Yvette, that my case had been forwarded to your legal department. I have never received any communication regarding my case nor have I been able to speak to Shelby. Your employees, Lora & Yvette were kind enough to listen to how distressing this has been for us.

We have received several calls and letters dunning us. Apparently no notation had been entered into the computer that this was a case under dispute. We not only pay our bills on time we pay them early. It is not pleasant to be aware that this is affecting our credit.

In reviewing our documents I cannot believe we signed them based on Brad's word that they were based on **all** prior transactions. We trusted him and our common sense went out the door. But, it was not from lack of asking questions but of receiving false information and deliberate omission of disclosure. There was no reason to believe this was the case as in all prior sales presentations with your sales people they were always clear, and they fully disclosed facts and what they were offering.

We are willing to take a polygraph test to expedite this matter if it should be necessary.

Sincerely,

Ana Atanasio

Ana Atanasio
cc: Attorney General State of Florida
CC: Nevada Attorney General
cc: Division of Consumer Services Florida
cc: Barclay Card US

Ephraim & Ana Atanasio
2141 NW 82 Terr.
Pembroke Pines, FL 33024
954-432-7297

October 18, 2016

Office of Attorney General State of Florida
Capital Bldg. Pl level #01
Tallahassee, Florida 32399-1052

Att: Citizen Attention

To Whom it May Concern:

This a shorten version of a letter addressed to Diamond Resorts International, 10600 West Charleston Blvd., Las Vegas, Nevada 89135-1014: to the attention of Shelby Knapp, Fraud Specialist, Re: Acct# 0025126210

I write this summary at the suggestion of your hospitality department when I stated that fraud was perpetrated on the above captioned account. I have owned time share points with Diamond Resort for many years and have attended other presentations. Your sales persons have been very precise and clear about cost and charges and have been very professional. I was under the impression we had a good relationship

When I attended this sales presentation, on September 9, of this year, I made it very clear that my main interest was in obtaining information regarding the recent acquisition of your company. I was not interested in buying more points nor could we afford it. We were paying on the Sampler because we wanted to go to Hawaii next year and that was all we could afford. BIG mistake! When he started his pitch about saving us money (about $1750 maintenance and about $150 on the Sampler) we repeated the fact that we were not interested nor could we afford it, but he was very persistent and persuasive.

I am inclosing a copy of the work sheet where he states there would be no out of pocket expense that day, He expounded on the benefits of a new product. We could redeem unused points and receive a check issued to us for the unused points. We asked, at least 4 times, if the only amount we would be responsible for was $132.24 and he stated yes.. My husband specifically asked if there would be any hidden fees and he said no, we would only be responsible for $132.34. Eventually we accepted offer.

This is where the fraud starts. He offered a credit card to pay for the loan payments and at the same time earn points. He insisted we BOTH needed to apply even when I objected. When we were approved he charged the card for $8260.20. I questioned why, and why the discrepancy between the **loan** and the charged amount. He stated that was the amount head quarters had finally agreed upon. I asked if this was due to a pending payment due on the Sampler and he said probably but I could send an E-mail and make sure no further amounts would be deducted on the Sure Pay agreement. When I got home I did send an E-mail to cancel the Sure Pay pending payment and was told I did not owe it. We started to sign papers. Upon receiving the explanation of proposal I immediately questioned the disclosed

amounts. He **said those figures represented all prior transactions and amounts**. I had no reason to doubt his word as they were plausible. So we signed.

A week ago I received a statement requesting the 1st payment of $132.34. When I call Diamond Resort I told them I had paid the loan off. I was informed that the loan had not been paid off and that I had actually committed to a purchase amount totaling $16,560, and they cited the explanation of proposal we had signed. They could not tell me where the credit card payment had gone and that I needed to contact the credit card bank. After several calls to the bank I was told that the payment was made to CS Daytona Bch/ Perennial Vacation Club. I stated I had never authorized any payment to them and that my receipt stated Diamond Resort. The bank employee called the phone listed on the transaction and put the call on a 3 way call. The called was answered as Diamond Resort but the employee refused to speak with us 3 times because the call was being recorded. I placed the credit card amount as disputed.

We never authorized any payment to any vendor except to **pay off the loan**. We opened the credit card **specifically** for this purpose and no other. Brad never mentioned a purchase amount of $16,560.00 or a down payment of $9000, and I wonder how this could have saved us any money. He specifically said no out of pocket expense, as stated on the work sheet. I am stating that he misappropriated the credit card payment and diverted it to an unauthorized vendor. I am stating he not only misrepresented what the amounts on the proposal sheet were, but that he lied about what they actually represented. I am stating that he deliberately omitted disclosing any facts or amounts. **And** we believed him so we signed.

I found out about this fraud only after receiving the request for payment on the loan from Diamond Resorts. I truly hope that logic will help when you consider the amount you are stating we are responsible for and committed to, and how it could have saved us money. Do you really think we would have signed for that amount after stating we were not interested or could afford it? It scares me to think that he can actually commit fraud and get away with it. This is not a trust worthy employee. I trusted your organization and had never had reason to distrust it, or your sales personnel. Based on this trust I am shocked at what has happened

Sincerely,

Ana Atanasio
cc: Nevada Attorney General
cc: Division of Consumer Services Florida
cc: Barclay Card US

Mr. and Mrs. Ephraim Atanasio
2141 NW 82nd Ter
Pembroke Pines, FL 33024

MIAMI FL 331

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Office of Attorney General State Florida
Capital Bldg. PL Level #01
Tallahassee, Fl. 32399-1052

32399-105299

CS/Follow up

Ephraim & Ana Atanasio
2141 NW 82 Terr.
Pembroke Pines, FL 33024
954-432-7297

November 30, 2016

Diamond Resorts International
10600 West Charleston Blvd
Las Vegas, Nevada 89135-1014

Att: Shelby Knapp, Fraud Specialist
Re: Acct# 0025126210

Dear Ms. Knapp,

I write this letter to acknowledge receiving your call today, and how wonderful it was to have received this call letting me know that the loan, and payment from the credit card company, were being reversed. I am sure you remember how emotional I sounded. There really are no words to describe our relief.

Yesterday I received the assessment statement for the maintenance due by January 1, 2017, for the year 2017. When I called they had no record of any payment forthcoming from the loan. This tells me that all of the presentation was a lie.

I am so sorry that Brad felt he had to be so deceitful in order to make a living. I have prayed for him and have forgiven him for the anguish he has caused us. We thank you and God for this just judgment.

Sincerely,

Ana Atanasio

Ana Atanasio
cc: Attorney General State of Florida
cc: Nevada Attorney General
cc: Division of Consumer Services-Florida
cc: Barclay Card US


AMERICAN LUNG ASSOCIATION.
Merry Christmas 2016

Mr. and Mrs. Ephraim Atanasio
2141 NW 82nd Ter
Pembroke Pines, FL 33024

Office attorney General Florida
capital Bldg. Pl Level #01
Tallahassee, Fl. 32399-1052

CS/Travel

15811 Skyridge Dr.
Riverside, CA 92503
December 1, 2016

To whom it may concern,

We've been going back and forth with Diamond Resorts International going on three months now and we've yet to see any results. Back in September we sent a letter to their corporate headquarters with regards to issues we've had with our ownership. We were assigned hospitality management specialist Jessica Levine to address our issues. Sadly, regardless of the amount of "evidence" we bring forth, she is rejecting our request for release and refund.

To get a better understanding of our case we have attached the first letter we sent into Diamond in addition to the emails we sent back to Ms. Levine with regards to her denial. In reading these letters and emails we hope you can understand the ways in which we have been lied to and taken advantage of by Diamond Resorts, which should allow the release and refund of our membership.

At this time we would very much appreciate it if you could reach out to Diamond Resorts International on our behalf to expedite this issue. We have stopped all payments into the company and we fear we will see credit damage if the case is not rectified soon.

If you have any questions, please feel free to contact us by email at paulgwenz@yahoo.com.

We appreciate your help.

Regards,

Paul G. Wenz and Kedma Campuzano

Diamond Resorts International
10600 W. Charleston Blvd.
Las Vegas, NV 89135

To whom it may concern,

My wife, Kedma, and I are requesting the cancellation of our timeshare ownership with Diamond because we have not received what we signed up for. We are also requesting a refund of our payments for Diamond points up to now. We do not intend on making payments while this case is being investigated or until a proper resolution is provided.

We have attended member updates each time since we bought in 2011 after we were sold a sampler in Maui during our honeymoon, which we converted to points. We were told that prices for points would increase and were told that we needed to purchase "now" as a good investment against future increases. We were sold on the idea that it would be a good investment to pass our timeshare points down to our children and that it would be a better investment than spending money on vacations without getting anything in return. This was further explained by drawing up a 20-year vacation plan and comparing the costs of "normal" vacations against those of Diamond members. It seemed to us by what our rep was saying and writing down on the paper, that this was a no-brainer purchase. We have since found that our timeshare points are not something we can sell for even a 10th of what we've paid and that even passing them on may not even be possible in the future. The entire way we were sold this ownership was based on lies, inaccurate information, and falsified calculations.

We were told that the loan rate with Diamond could easily be refinanced at a lower rate, since we locked in at 15%. But what we found is that our debt with Diamond has made it impossible to refinance our house, though we have tried for the past five years with five different banks to do so. We also found out we can't refinance a timeshare because its unsecured debt. None of the "investment" ideas and strategies from the sales presentation were given to us, either.

We were encouraged to continue upgrading our points to get to Gold status in order to have better purchasing power for reservations and upgrades. The reality has been the inability to get into all but the biggest resorts where there are lots of rooms that are unsold. When we wanted to take a cruise we ended up having to postpone for more than 19 months because nothing was available with our points for the entire year I tried to make the reservation. We were also told we should take advantage of Gold status because of the price freeze. Come to find out, the only way to get the price freeze and continue with it was to buy even more points.

One of the major selling points for upgrading to Gold status was the ability to use some of our points to pay for maintenance fees. When we tried to do this we were told there was no such thing! We were lied to in the sales presentation and were strong-armed into buying more points than needed or what we could use. Trying to use extra points for flights or toward maintenance fees is either not possible or too complicated. Many times there were additional fees added which weren't made clear when we were sold the ownership. Our representative's omission of information cost us dearly.

At each member update, we were told that we would save money through different strategies. We were sold points if we changed from the Hawaii Collection to the U.S. collection because the maintenance fees would be cheaper. But they have continued to increase. We were sold more points with the promise of a lower interest rate on the loan. We were sold more points on the promise to incorporate points from Monarch. We were sold more points on the promise that our

maintenance fees could be combined. But these did not all occur and even though the last loan was at a slightly lower interest rate, it made it impossible to refinance our house to try to get a reasonable interest rate for the loan.

The premises used to sell us points at each members' update was not the reality and it wasn't even an update, instead it was a hard driving sales pitch.

Because we have been lied to by Diamond, we are seeking a monetary refund for all points purchased, a request that our credit not be harmed, and a speedy resolution.

Sincerely,

Paul G. Wenz and Kedma Campuzano
Member #9-8747399

Emailed 10/27/16

Dear Ms. Levine,

Thank you so much for your email. We appreciate the time that went into that response and do believe that you're an honest, hard-working individual. That being said, we still are not pleased with the outcome and do intend on pushing forward with our original request for cancellation and refund.

In your email you say that we're not obligated to stay for the presentation or make a purchase, but this surely is not the impression we got. At times it was actually referred to as a "mandatory update meeting." If it weren't mandatory, we certainly wouldn't have gone. Once we got into these meetings we realize that it wasn't to update us on our current ownership at all, it was a forceful sales pitch. If ever we denied the upgrade and/or seemed like we didn't want to purchase additional points, we were pressured even harder. Managers would enter the room providing more incentives for our upgraded purchase. We did not feel comfortable as owners as we expected. Flaws in our current ownership were always unveiled in order to convince us to upgrade our ownership. If our current level was so bad, why were we sold it in the first place? The entire experience has become horrible. We definitely felt it was a "must" to attend and were made to feel bad if we didn't purchase. We're sorry to break this news to you, but the way you likely train your representatives and the way they actually conduct the meetings are opposite ends of the spectrum. Perhaps you could secretly record a sales meeting without telling your representatives to get a better understanding of what we're talking about.

We do understand that we signed contractual documents when we purchased the ownership, but a lot of what was told do us during the meeting wasn't covered in the contract. Now we realize this was probably done on purpose. Whether you know it or not, your sales representatives tend to stretch the truth in order to make the sale. They told us bookings would be easy and that we shouldn't have any trouble booking the resorts we wanted to go to, during the times we wanted to go. We even specifically discussed our intended vacations and our reps said it would be doable. We know in the contract it says "first come, first-served," but we really thought this was just a formality in the event that we couldn't get a reservation or two. We had no idea that we'd have so much trouble reserving units, particularly with our membership status. This ownership isn't worth anything if you can't use it, which is the trouble we've run into.

We were also told that the ownership would go up in value as the cost per point was being raised, especially after Diamond went public. We were told that if we didn't purchase at the frozen rate we were at when we went to an owners' update, we would be paying over $7 per point in the future to get to the Gold level in order to have more benefits. For example, we were sold points with the incentive of using them to offset maintenance fees, which you have now told us was changed after it was used to sell the points to us. That means we were lied to about a benefit that was taken away after the purchase. Also, the idea that the points would be more valuable was used to sell us more points at the updates. This hasn't been the case at all. If we had bought a vacation home instead of this ownership we'd be sitting pretty. Instead we have this useless timeshare that we can barely give away, let alone sell, even while the current per point price is over $7.

You state that there's an opportunity to refinance through the financial institution of our choice. Can you please name one that you know is willing to refinance a timeshare without putting our house down as collateral? When we talked to our bank, we were told banks/credit unions don't have and never have refinanced timeshares because they're unsecured debt.

The maintenance fee issue is a finicky one. We understand that the fees go up with increased number of points, but we were under the impression that maintenance fees would only go up as a last-resort situation. Even in that case, it would be minimal. This, however, hasn't been our experience.

You also insinuate that we haven't tried booking early enough in advance, which is why we can't find units. This is inaccurate. We've actually tried booking reservations at all different times, including right when they're available to book, and keep getting no where. I'm not sure if there's a glitch in your system or what the deal is, but it is not working out for us. It has been very frustrating.

We understand that you want to help us try to make this work, but we've honestly been doing that the past few years. We've tried everything we can to make this ownership right for us, including upgrading, but we've had no luck.

Right now we're too fed up to try any more. If you can't grant us the cancellation we deserve, we would like to ask that you please pass our case along to your supervisor.

Thank you, again, for your well thought through response. We are sorry you work for a company that likely doesn't represent your integrity as a person.

We look forward to your response.

Paul Wenz & Kedma Campuzano

Emailed 11/9/16

Ms. Levine,

Yesterday I had a phone call with a rather forceful individual in your financial department. She was attempting to collect the debt on our disputed Diamond loan and I told her that I was working with you, as a case specialist, to come to an amicable resolution. For some reason she was trying to get me to say, verbatim, "I will not be making payments." I'm not sure if this is some other trick you have up your sleeves, but I never said those words. I told her I would be in touch with you to continue this dispute. Please make a note in my file that will take me OFF the mailing list and OFF the calling list.

With regards to your email, you state, "While we understand that it is pushed as a mandatory meeting, it is not." This statement alone admits to their/your fault. Clearly your representatives KNOW that it's not a mandatory meeting, yet they push it in that manner. This then sets precedence for them to KNOW they shouldn't give false information about the timeshare experience, but do anyway. Webster defines fraud as "the crime of using dishonest methods to take something valuable from another person." Your company is committing fraud against me to take my money through an "Owners' Update" that is not intended to be an update but a high pressure sales tactic. This is punishable by law and I do intend on following that course unless you're willing to grant cancellation and refund at this time.

The way in which we were sold WAS forceful. If you review any audio/video clips you may have from these meetings, you should be able to clearly recognize the unfair pressure tactics used against us. We never felt it was our choice whether or not to purchase/upgrade; we were told it was the only solution to our ownership problems, yet the purchase did not benefit us in the ways promised. You say that buying additional points helps with Member benefits, better locations, larger units, etc. This has NOT been our experience. Regardless of the number of points we have, availability for many locations is still extremely scarce, thus we're not even able to book a vacation to get the chance to experience the apparent benefits--yet another example of fraud.

The remainder of your email seems to just be confirming everything I know about Diamond...that you put specific verbiage in your contracts that is NOT discussed in person in order to cover your butts. This includes, but is not limited to, the fact that you "can add or remove any benefit" at any time and without notice--even when those "benefits" are used as the bait to close a sale and then taken away afterwards. You also state that "Much of the information is provided to you during the Sales presentation; however, not all information can be reviewed." This proves that your staff is omitting information on purpose to make the sale and simply hopes that the owners don't have the time or energy to read through all the contractual documents within the ridiculously small rescission period.

Again, Ms. Levine, I would appreciate a response by the end of the week concerning a cancellation and refund. If not, I will have to move forward to contact government agencies for assistance in what seems clear to me to be fraud on Diamond's part. Please know I will be including your contact information to these agencies and will give copies of this correspondence where you admit to fault.

Regards,

Paul Wenz
Kedma Campuzano

Paul Wenz
15811 Skyridge Dr.
Riverside, CA 92503-5499

SAN DIEGO
CA 920
09 DEC '25
PM 3 L

Office of Attorney General
Att: Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399$1050 C001

Anna Garcia and Eudaldo Verdecia

3592 West 72 Street

Hialeah, FL 33018

Garciaa@labcorp.com

December 7, 2016

To whom it may concern,

We are timeshare owners with Diamond Resorts International. We initially bought in believing the sales employees on the multiple benefits they explained we would be gaining by becoming owners. My then husband and I truly believed we were purchasing a great financial investment that would increase in value over time, making booking vacations easier and more affordable with even better amenities and benefits. Not one of these selling points ended up being true. The only investment this has been is our own, seeing as we have spent over $70,000 through out the years of our own money into this company, and still almost $26,000 in debt. Booking has always been extremely difficult, even after upgrading five times and reaching Silver Member status. We were sold on lies and false promises every single time.

We feel as if there is nothing else we can do, but to cut ties with Diamond Resorts completely. At the very beginning of this past October, we sent Diamond Resorts a letter stating our request for full cancellation of our contracts and ownership as well as a monetary refund. They responded back denying our request. We then responded back asking again for a cancellation, providing more reasons and complaints to justify our request. Every letter they send back shows how indifferent they are with our feelings and this whole matter which has affected our family greatly.

We are kindly asking for your assistance in this matter. We do not appreciate how we are being treated by Diamond, after being owners for over 20 years. It is our hope that you will be able us resolve this issue once and for all, and gain complete cancellation of our contracts. Please let us know if there is anything we can provide that may help. We are very appreciative of your time.

Sincerely,

Anna Garcia and Eudaldo Verdecia

Garcia, Anna

From: Gross, Michelle <Michelle.Gross@diamondresorts.com>
Sent: Thursday, December 08, 2016 1:57 PM
To: Garcia, Anna; 'admin@diamondresorts.i-sight.com' (admin@diamondresorts.i-sight.com)
Subject: Case # US-2016-0056961 Anna R. Garcia and Edualdo Verdecia Lead Number: 9-213266

Dear Anna R. Garcia and Edualdo Verdecia,

We received your follow up request to cancel contract 17064258, stating that you were advised that this purchase would be an investment for you and your family and that your children could benefit from this.

I agree with this statement. The sales agent did not make any claims regarding as financial investment and your Purchase Agreement is very clear regarding claiming financial investment, as we have no way of predicting future value. No one has that ability.

A vacation ownership is an investment in family providing time together and once the loan is paid in full, can be transferred to your children or anyone else you would like to have it.

It is always your responsibility to make decisions that is best for you and your family. The agents cannot make you purchase. They do present options that may work for you, but, it is your decision with knowledge of your financial situation, who makes the decision to purchase.

Our position remains the same as previously state, we will not cancel this contract outside the state mandate rescission period and with an active loan. You remain responsible for this purchase as agreed to at the time of sale.

If I can be of assistance in another matter, please let me know.

Sincerely,

Michelle Gross

Michelle Gross | Hospitality Management, Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. 79670 | Fax: 702.240.2576

email and destroy the original transmission and attachments without reading or saving in any manner. Thank you.

A-GARCIA
3592 W 72 ST
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Office of Attorney General - Pam Bondi
State of Fla
The Capitol PL-01
Tallahassee, Fl 32399-1050

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CS/Dreamy
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See PDD

Carol J. Medbury
PO Box 13
N. Scituare, RI 02857
cmedbury@hotmail.com

December 12, 2016

To whom it may concern,

I became a timeshare owner with Diamond Resorts International in 2005. I have family that were also owners with Diamond, so I had heard some about it and wanted to look into it myself and see what it really had to offer. With what they tell you in the initial sales presentation, who wouldn't want to buy? They explained what a financial investment this could be for me, something that would appreciate in value over time. Not to mention the four star accommodations I would be staying at with numerous additional benefits. It sounded wonderful and I was so excited to be a part of this company.

Well, unfortunately I have always believed the best in people and trust everything I am told. That has definitely been the case with Diamond. After purchasing, it became just how apparent I had been fooled. This was not an investment. I am now $55,000 in debt and have spent well over $80,000 in this company in the past eleven years I have owned. They explained how I could rent my timeshare out when I was not using it to help pay for fees. Well, any time I reached out to Diamond for help doing so, no one was ever able to explain the process to me. When I tried booking, no matter how much in advance it was, nothing was ever available. I agreed to upgrade multiple times because I believed the employees that were telling me how much more opportunities and benefits I would be gaining by having these points. But it never got any better. It is very disheartening to be associated with a company that is so manipulative and blatantly dishonest with their owners. Wanting to take vacations should not be this much of a burden.

I am telling you this because I am very hopeful that you will be able to assist me in receiving a complete contractual cancellation and monetary refund from Diamond Resorts International. I sent them a letter at the end of this past October stating my request for this cancellation and refund, which I have included. They sent back an email a month later denying my request because they did not see any misrepresentations and basically told me I could still upgrade to a higher loyalty level to help with my booking problems. I am ready to be rid of Diamond and cut any and all association. If there is anything else you may need from me that you feel could help me achieve this cancellation and refund, please let me know.

Thank you for your time,

Carol J. Medbury

Carol J. Medbury

Diamond Resorts International

October 28, 2016

To Whom It May Concern:

I am requesting a cancellation to my contract with you and in doing so please do not give me any negative or derogatory remarks against my credit. I have stopped payments to the timeshare and I am requesting a refund of monies sent. I was told that I could rent out my timeshare or that I could get better accommodations when upgrading, however, I do not find the accommodations were any better nor have I been able to rent the timeshare. And there is never any help in doing so. I feel that you have taken advantage of me over the years and I no longer wish to be paying for something that I am not able to take advantage of nor receive the accommodations that I was promised in the beginning.

Please make sure you resolve this matter within 30 days of receipt of this letter.

Thank you

Carol Medbury

Florida
Attorney's General Office

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Citizen Services

ORLANDO FL 328

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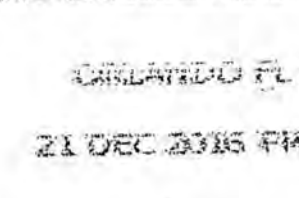

Office of Attorney General - Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-659199

PO Box 13
N Scituate RI
02857

cs/ Inaug
08

Jason and Monique Shurtliff

30755 N. Caravelle Road

Athol, ID 83801

seedsoffaith@msn.com

December 26, 2016

To whom it may concern,

My husband Jason became a timeshare owner with Diamond Resorts International in 2004. In the twelve years we have had an association with this company, we can honestly say most interactions have been quite disappointing. There were several enticing selling points at the initial purchase. It was explained that being self-employed we were told it could be a deductible business expense that our employees would benefit from as well. Our vacations would be cheaper and all around better and that it would be no problem to sell for more than we were paying if we ever wanted or could rent it out for profit or to help pay fees. It genuinely seemed like a win win! who wouldn't want to become owners with this company??

It has become very apparent that what we signed up for, and have already paid so much money towards, was not exactly what we were to be receiving. One year into owning there became constant pressure sales from Diamond employees for us to upgrade. We were being prompted with more points, more vacation time, easier booking, VIP status, the works. It honestly sounded great at the time so we took the upgrade. Come to find out, the main reasons we paid more money to upgrade, the very benefits these employees told us we would be gaining, were nowhere in sight. The manipulative and blatant lies we were told for years, it is extremely disheartening. Our next and final upgrade with Diamond was in 2012. We have invested about $50,000 (and honestly more) into this company. That is a compete

joke and we cannot be a part of it any longer. It is not fair to us and it is not fair to our family.

At the end of this past October, we both sent individual letters to Diamond Resorts requesting the cancellation of our ownership in full. We have provided both letters which contain numerous reasons, concerns, and complaints to back up this request. We have also requested a monetary refund. We received an email from Jessica Levine at Diamond Resorts responding to our letter. In her response she barely acknowledged any of our complaints and basically stated they were not valid. She made us feel like our feelings didn't matter and we were out of luck. We sent her a follow up response explaining how we did not appreciate her belittling what we have dealt with over the past several years. The way these people treat their owners who have given them so much of our hard earned money is disgusting to say the least. We cannot believe the situation we have gotten ourselves into. They genuinely only care about getting money anyway they can from whoever they can.

They speak as if they cannot, will not go away. My question to them was this, "How can you morally and ethically sell someone a lie through a high sales presentation, tell us we are stupid for not investing, and then enforce on them a debt with your lies and destroy ones credit rating, continue to steal from hard working people and ruin a family's income, stealing even all of a person's retirement through lies with virtually having bought a cloud. If the Timeshare we purchased was of so great a value and would only increase in value over time as we were told, why would you not want it back or we could sell it for the inflated value it should of increased by like you said we could? Why does it not have any market value like you said it would? Why have we not been able to rent it out like you said we could? Why did you tell us that we could pass it down to our heirs but the truth is that you are going to enforce the continuance of growing maintenance fees onto our estate and our heirs without their consent?" They could not answer these questions only continued to ask for more money and threaten collection. Miss. Levine did NOT address all of our issues but played mostly on the booking availability. I neglected to let her know that we on occasion scrambled and gave points and time to ANYONE that was able to utilize the points from where they lived. Their either "use them or lose them" point system is very lame. One can roll the current years points over by June 30th to the following year but it becomes a summersault reaction, over and over because availability is so limited to the places we wanted to go and were told we could go "Anywhere at any time" Yet another lie. One then, in the end loses points that were purchased and monies paid into Maintenance fees. We feel they have definitely oversold their product but keep selling and selling and selling making

ones investment worthless because of the availability and the climbing Maintenance fees. If I am not mistaken, I believe they also sell time to anyone through the Internet at discounts so they can get them to a timeshare presentation, lie to them, cause them to buy and through that gain more money while taking the time at the resorts away from the people that have already invested. They have also sold our information to other solicitors who frequently call with an outrageously discounted vacation offer. I'm sure for the same reasons that I just stated.

Our voices are not heard by them. I even discussed with them the fact that I have done several hours of Internet research and read their complaint forum. The complaints are congruent with ours. I asked them if they had ever viewed the complaint forum and said that I knew this was not the first time they had heard a story like ours. It is their common practice to lie, cheat, and steal. I also know through my research that they HAVE had people successfully cancel their contracts with Diamond and received a monetary refund through their Loss Mitigation Department but while we repeatedly requested to be in contact with that department, they only got us through to Hospitality Management. That is Miss. Levine and her response times to us through email take two weeks or more. We also requested repeatedly to be connected with someone with decision making power and while we were promised such over and over only Miss Levine contacted us with her vague, quick and arrogant response. Like we were nothing. One thing that leaves use fuming is that in our research, it is apparent that they totally know how to swindle elderly retired people out of their retirement and nest egg that they have laid up for themselves and their families leaving the elderly broke. Following is a few quotes we found online from a news article.

A version of this article appears in print on January 24, 2016, on page BU1 of the New York edition with the headline: Sand, Sun and the Hard Sell. This article was written by Gretchen Morgenson.

Interviews with timeshare owners, lawyers and other specialists in the arena, moreover, suggest that Diamond's sales practices can be especially forceful.

Jeff Weir is a Diamond timeshare owner and journalist who writes about the industry for RedWeek, an online timeshare site, and regularly attends sales presentations to keep tabs on tactics employed by timeshare companies.

"In my experience, Diamond is much more ambitious, aggressive and downright nasty in their sales presentations compared to Marriott and Westin," he said in an interview. "Diamond just has an amazing reputation of being tough on people."

In lawsuits and in interviews, customers complain not only of high-pressure sales, but also of sky-high maintenance fees and frustration at procedures that block club members from taking vacations where and when they want. Perhaps most distressing to owners is the fact that once you buy into a timeshare it is almost impossible to get out.

Larry Vicks, a retired engineer in upstate New York, is a disgruntled Diamond resort member who read the transcript of a Diamond conference call with Wall Street analysts and investors. "It made me laugh how they are making boatloads of money," he said in an interview. "The reason I'm laughing is that it's all at my expense."

"Every year the maintenance fees go up, up, up," Ms. Varkel said in an interview. "We were paying $300 a year in maintenance 15 years ago, and now it's gone up to $2,000 a year." Ms. Varkel said she had tried, unsuccessfully, to sell her ownership stake either to Diamond or elsewhere. "You can't give it away, not even to charity."

A Potential Liability

Owners of timeshares in desirable resorts with unusual attributes, like a private beach, can often sell their ownership interests on the secondary market. But in areas glutted with condos for sale or rent, selling a timeshare can be almost impossible. In these cases, timeshare ownership can become an almost perpetual liability.

A recent search on eBay, for example, showed more than 700 timeshare listings for sale. Many, from Pennsylvania to Hawaii to Florida, can be purchased for $1. In its financial filings, Diamond acknowledges that "generally, members of the clubs do not have the right to terminate their membership."

Rubén Peña's experience is a case in point. An engineering consultant with Pro Data Inc. in Jersey City, Mr. Peña has never been inside the Las Vegas timeshare he bought 15 years ago. After spending roughly $42,000 to buy and maintain the property over those years, Mr. Peña stopped paying his loan, which had an original interest rate approaching 17 percent, and maintenance fees. He bought the timeshare from a company called Pacific Monarch Resorts, which went bankrupt. Diamond now owns and manages the resort.

Pho "I wanted to deed back the property to Diamond and get my equity of about $27,000 out," Mr. Peña said in an interview. "But I got no response whatsoever."

Before he stopped paying his loan in 2014, Mr. Peña was being charged $3,262 a year in interest, taxes and maintenance fees for his ownership interest in the timeshare. Expedia.com offers a week at the property for, at most, a little over $2,000

Diamond declined to comment on Mr. Peña. But the company said that one reason it doesn't buy back members' stakes is that it would create accounting problems related to how Diamond had booked the revenue.

These are only a few quotes. You can find the article online. It is called "The Timeshare Hard Sell Comes Roaring Back" If you have the time, I would encourage you to read this article.

Also, all of their phone calls are recorded and yet again in asking for email addresses of the people we wanted to speak with so we could have our own records, none were provided other than Miss Levine or Financial Services which was only to ask for money. We no longer wish to answer their calls. It's generally a computer generated call with a different person on the other end. Just as in the Sales Presentations where one gets bounced from person to person, it is the same on the phone. It is a if they are trying to snare you by causing you to have repeat yourself over and over and over. All recorded.

We are reaching out to you with the hopes that you may be able to help further assist us in receiving this cancellation and refund from Diamond Resorts International. We have allowed them to bully our family for too long, and will not tolerate it anymore. If there is anything you may need from us, such as our initial letter of complaints or our emails from Miss Levine, please let us know we will gladly provide them. We appreciate your time in this matter, and hope with your help we can get this issue resolved once and for all. We can be reached at either 208-659-2959 or 208-640-4702. Please help us and others. Thank you so very much.

Sincerely,

Jason Shurtliff

Monique Shurtliff

Jason and Monique Shurtliff

J & M Shurtleff
30755 N. Caravelle Rd
Athol, ID 83801

SPOKANE WA 990

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Office of the Attorney General
Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, FL
32399-1050

32399-659199

CS/Timeshare

January 4, 2017

Byron and Sandi Deas

111 Woodcreek Court

Appling, Ga 30802

Re: Notice of Intent to File a Lien – Contract 16759054:

To: Diamond Resorts Management, Inc

CC: Office of Attorney General, State of Florida

We received a letter on December 24th 2016 (Christmas Eve), stating that we were due maintenance dues in the amount of $2756.77. If the amount is not paid in 30 days from 12/24 that a lien will be filed. We purchased this unit on May 22, 2012 for the amount of $9000.60. The unit was paid for in full. In addition to the purchase price, we also paid over $3000.00 in maintenance, taxes, and dues.

At the time of closing, we were assured a two week stay at any resort at any time during the year. The contract states "Season Pearl" with no definition to what Pearl season is. We were on vacation for two weeks at the time we signed this contract. In the contract it states, "Sales Agent is not affiliated with the Developer and shall not be liable for any of the representations made by the Developer in connection with the sale of the Unit Week or the Club". What this means to me is that the sales agent can lie and misrepresent what is being purchased with no recourse. This is fraudulent behavior in my opinion. Taking people off the beach to sign a contract in the middle of their vacation and tell them anything to get them to sign, knowing they will not read all ~100 pages of the contract (with no attorney present) is considered theft by deception in my opinion. I have asked the management of Diamond Resorts to sell this condo to mitigate their damages with no avail. When they sell this condo, there will be more than enough to pay the taxes and insurance.

Please help resolve this as we are not paying anything else on this condo.

Thank you.

Regards,

Byron Deas 1/4/2017

Sandi Deas 1/4/2017

CC: Attorney General

State of Florida,

The Capital PL-01

Tallahassee, FL. 32399-1050

Florida
Attorney's General Office

JAN 10 2017

Citizen Services

DEPARTMENT OF LEGAL AFFAIRS
2017 JAN 10 AM 9:23
ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Byron Deas
111 Wood Creek Ct.
Appling, GA 30802-3711

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Attorney General
State of Fla.
The Capital PL-01
Tallahassee, Fl.
32399-1050

CS/Timeshare

December 9, 2016

To Whom It May Concern:

We have been disputing our membership and have requested all contracts with Diamond Resorts International be cancelled. We have sought a resolve and or cancellation of our contracts as we were misled and deceived when purchasing the timeshare. We were told many things concerning the timeshare, including that it was and would be a great investment and would give us a profitable return. However, this was false information given in the sales presentations as we were only given some information concerning points, resale values, renting options, reservations and availability. The securities we were told and believed in these presentations affected our decision to purchase. The high pressure sales tactics and overall experience of the sales presentations also affected our decision to purchase as we were held in meetings for hours and told we were one of a few that hadn't upgraded to the point system and that this system would be very beneficial and give us a lot more flexibility. This information given was false and was only given to generate a sale as we have experienced when trying to make our first vacation plans.

We have stopped all payments on the contract and maintenance fees as we have made it very clear that we would like a resolution. We have made our statements very clear and have included our correspondences for your review.

We are asking that your agency aid us in resolving these issues. We have requested that Diamond 1) cancel our membership/ownership, 2) void all contracts and debts owed, 3) and refund our mortgage, maintenance and down payment fees. We have paid in over thousands for nothing and feel this is borderline extortion considering they advertise travel anytime anywhere and we have not been able to do so. Please contact us with any further questions.

Sincerely,

Mark Vanbuskirk

Michele Vanbuskirk

Mark & Michele Vanbuskirk
MARK.VANBUSKIRK@YAHOO.COM

July 26, 2016

Diamond Resorts International

Dear Sir,

We are requesting a contract cancellation based on the fact that we were misled during our meeting. We were told the meeting was an owner update regarding progress/changes at the resort. Had we known it was a sales pitch we would not have attended because we had family waiting for us. We were told the meeting would last 90 minutes and we were there 4+ hours; so long that our family came in to the sales office and asked at the desk how much longer we were going to be.

1) When our meeting started we were asked by Kasey how we had been using our timeshare week. We told her we hadn't used it much in the last several years because we now prefer cruises or all-inclusive vacations and that when we talked to RCI about trading our week for either of those they told us it was not a one-for-one trade and would only cover a small portion. Kasey informed us that that would no longer be the case with the point system and we would be able to trade for cruises and all-inclusives. We have since learned that is not the case.
2) Kasey assured us that we would be able to take our "dream vacation" to anywhere. We tried to book a simple vacation at the beach and was told nothing was available. We made our inquiry early in the year (Feb) and were looking for something in September in N. Carolina, S. Carolina, Georgia, Florida and Alabama to no avail.
3) Kasey told us that our maintenance fees would go up but that when you book your vacation mention that you want the maintenance fee refund and they would send a check refunding ½ the fees. She stated they don't offer it that you must ask. When trying to book we asked about this and of course the booking agent had no idea what we were talking about.

Based on these issues and the fact that we have not benefitted from your services we are requesting a monetary refund of $8,200 and at this time have stopped payments to the timeshare company and request that this does not harm our credit.

We would appreciate a resolution within 30 days of receipt of our request.

Regards,

Mark and Michele VanBuskirk
770-527-7082
9090 Blue Willow Ct
Gainesville, GA 30506

When our meeting started with Kasey she informed us that we were one of only a few people who hadn't transferred our timeshare week to the point system. She said invites were sent out for a meeting in Atlanta and asked if we attended. We responded that we knew nothing about it. She looked in our file and said that it was marked dormant or something to that affect and that is probably why we hadn't received the invite. She told us that our week was not enough points to get in the system and we would have to purchase additional points. She stated that since we didn't get invited to the meeting in Atlanta that it wasn't fair to us to not receive the same price that they received at that meeting a couple years ago and that she would talk to her supervisor and see if they would approve the price reduction.

During the meeting Kasey jotted down some tips/tricks to booking travel with the new point system. One of which was that you could get a maintenance fee refund when you booked your vacation if you asked for it that they would not just offer it you must ask. Other items were how to get the most out of your points (ex. pay a small upgrade fee instead of using points to upgrade). She informed us that when we were ready to book our vacation that we could call her and she would help us through the process the first time. This paper disappeared from our stack of papers sometime during our transfer from her office to the sales/finance office.

Jan 30th: we called Kasey to help with our first booking and left a message

Feb 13th: we called Kasey again as we never got a response; at this time we received a text back saying that she was no longer working for Diamonds International and that she could not help us.

Feb 25th: We made a post on their facebook page stating our displeasure. They posted a comment that they would call us. They didn't call so we made another post. They asked for a contact phone number which we supplied and they stated they would contact us the next day. They called at 1:44 ET and when I answered they hung up.

Mar 2nd: we received a phone call from DI stating that we never booked our orientation (which we paid $49 for and was told that it would be refunded if we couldn't attend because we told Peter Bagnato that we didn't think we could because of holidays/baby arrival) and she would like to get it booked even though it expired. She said if we had interest she would talk to her boss to see if they would approve. After being on the phone for 45 minutes making the plans the phone disconnected. We called them back and they transferred us to sales and phone disconnected again. Called back and told them what had happened and they showed no record of us booking anything. Victor put us on hold to get permission to book, he then got back on the phone and told us it expired and we could not use it. We explained to him that someone from there called us to book it originally that we did not initiate the call. Victor tried to give us another "deal" that cost more money and we told him no thanks.

Also during this call a female agent told us that they now own a resort in Nags Head. We stated that we were not aware of that as it did not show on the list of resorts. She said that is why we want you to go to orientation; that is the type of information we share at the orientation. After we were disconnected and called back we asked about Nags Head and were then told that they do not own anything there.

Michele VanBuskirk [illegible] Resorts [illegible]
February 25

We recently converted our week into points and purchased additional points because they sold us on the fact that it was going to be so much easier to plan and use our vacation time. We are trying to book our first vacation and are completely discouraged and disappointed in the process! UGH

1 5 Comments

Like Comment Share Chronological

Diamond Resorts International Hi Michele, we are sincerely sorry to learn of your disappointment. We will have a team member reach out to you to try and assist you further.

Like · Reply · February 26 at 3:15am

Michele VanBuskirk So, it went from bad to worse. No one has contacted me to assist further with our vacation reservations but of course their marketing division called to schedule our "new member orientation" and after 45 minutes on the phone and thinking our reservation was complete the phone went dead. So we called back and no one has any information regarding our call or reservation... and we were cut off again.

Like · Reply · March 2 at 7:12pm

Diamond Resorts International Hello Michele VanBuskirk, we definitely wish to correct this. Please PM us your best contact and a team member will make immediate contact to address any concerns you may have.

Like · Reply · March 2 at 7:23pm

Michele VanBuskirk Please call 770-527-7082

Like · Reply · March 2 at 7:32pm

Diamond Resorts International Thank you. In respect of the time of where you are located, a team member will reach out next day.

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

Mark and Michele VanBuskirk
9090 Blue Willow Ct
Gainesville, GA 30506

October 12th, 2016

Dear Mark and Michele VanBuskirk,

We are in receipt of your letter dated July 26th, 2016 regarding your request for a cancelation and refund of your contract. Our account records indicate that you purchased 4500 points in the US Collection on September 6th, 2015 in Florida.

Our sales meetings can last a minimum of 90 to 120 minutes, however they can last longer if there is an intent to purchase or questions to be answered. Once you meet the minimum threshold, you are welcome to receive your gift and leave the presentation. I will now answer to your concerns in the order they were numbered in your letter.

1) With Diamond, you are able to pay for some cruises using all points or you are able to use the 20/20 program, which gives you the ability to pay for up to 20% of a cruise at a redemption rate of $0.20 per point. We do offer some all inclusive resorts that you can use your points towards to pay for accommodations, but you are still required to cover the cost of the all inclusive fees.
2) As stated in your contract, availability is on a first come, first serve basis and you retain a 13 month booking window for all properties in the US Collection and a 10 month booking window for all other properties. We recommend that you book as far in advance as possible, especially to those properties that we do not own or manage and are affiliated with us.
3) As stated in your contract, maintenance fees are required to be paid at the first of every year in their entirety. Platinum members have the ability to process fee reimbursement as of now, but this option is not available to any other Loyalty Tiers. In addition, as stated in your Purchase and Security Agreement, you agree that you will not rely on any verbal representation when determined whether or not to purchase with us.

Based on the information you have provided and the information noted in your contract, I did not find that the sales staff committed an infraction which adversely affected the functionality of your account. We respectfully deny your request for a cancellation and refund. Consequently, you remain responsible for your maintenance fees and any open and active loans as invoiced.

I regret I was unable to provide your desired resolution.

Respectfully yours,

SNK

Shelbey Knapp
Hospitality Management Specialist
Tel: 702.473.7645 ext 21144 Fax: 702.240.2576
shelbey.knapp@diamondresorts.com

October 20, 2016

Diamond Resorts International

Dear Shelbey,

Allow me to reiterate. Had we known it was a sales meeting we would have not attended because we had family waiting for us. We were told it was an owner meeting to discuss updates and changes in resorts. This 90 min owner meeting turned into a 4 hour long sales pitch which even led our family to come in the sales office how much longer we were going to be. This messed up our entire day and plans.

You have not understood our position:

1) We had already talked to RCI about trading our week for cruises or all-inclusive vacations. RCI told us it was not a one-for-one trade and doing so would only cover a small portion. Kasey Hilyard informed us that what RCI had told us would NO LONGER be the case with the point system AND we WOULD BE ABLE to trade for cruises and all-inclusive vacations on a one-for-one trade. Which is not the case as RCI had already informed us and now, you have informed us again.
2) We took Kasey Hilyard's word that we would be able to take our "dream vacation" to anywhere. She did not mention this is a first come, first serve basis. So, in other words, this is a gamble or a matter of luck? Places like NC, SC, GA, FL and even AL have no availability. This is an absurdity and we will not be part of your game.
3) Kasey Hilyard made no mention of Platinum members. She assured us that we would be able to book and only if we mentioned the refund for the maintenance fees, we would receive the check covering ½ the fees. You had to ask for this supposedly. When we asked about it, the booking agent had no idea. Conveniently, all notes disappeared when we transferred from the office we were at to another office.

Shelbey how else would we have decided to purchase had it not been based on what was presented to us verbally during the "owner meeting?" How else is once convinced and lured into agreeing to something if it's not by way of verbal communication, especially with regards to sales??? Of course Kasey Hilyard committed an infraction by telling us the total opposite of everything that has do with owning this timeshare. If you look at our letter, you will see that we contacted Diamond through Facebook to express our disappointment. No one ever got back with us. It's been lie after lie and a huge disappointment dealing with DI. Even now, this letter was sent in July and it's now October 20th.

We are requesting a monetary refund of $8,200 and our ownership cancelled. We hope that this does not take an additional 3 months for you to get back to me.

Regards,

Mark and Michel VanBuskirk
770-527-7082
9090 Blue Willow Ct
Gainesville, GA 30506

Florida
Attorney's General Office

JAN 12 2017

Citizen Services

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State of Florida
The Capitol PL-01
Tallahassee, FL
32399-1050

CS/Timesh

Eileen Daffron

417 Forest Ave. Apt. 221

Middletown, Rhode Island 02842

February 6, 2017

401-847-3968

To Attorney General

State of Florida

The Capitol PL-01

Tallahassee, Florida 32399-1050

Dear Attorney General (Pam bondi?)

Enclosed is my communication with Diamond Resorts, and Isle of Bali 11 the former in Nevada, the later in Orlando (location is actually Kissimmee). To this date I have not received one written communication from them despite all the phone calls, dates, conversations. The only thing I have received is a bill with a late fee. The co owner and I have not received one piece of paper that we can sign to get this procress done. We were promised as you note in the long letter that we would receive a paper that we were to sign, notarize and send back with $100. Nothing!!! This has been a particularly frustrating and laborious endeavor and I am appealing to you to look in to this matter and perhaps help us to get this transaction DONE!!. I live in Rhode Island, the co owner Lynn Rowe lives in Florida. She has asked me to undertake this relinquishment process as she is in poor health. As noted in my long letter to Bali I am nearly 71 years old and on SSI and live in subsidized housing. We (the co-owner and I) were overjoyed to hear of the relinquishment program. It has been months!!! Please help us.!!!

Address of Diamond: Diamond Resorts International 10600 W. Charleston Blvd. Las Vegas , Nevada 89135. Address of Isle of Bali 11 condo Assoc. Inc. PO Box

xc Fla

863596 Orlando, Florida 32886- 3596. Addres of Bali 11 Condo. Assoc. Maintenance Fee Department PO Box 8526 Coral Springs, Florica 33075-8526.

If I can find the address of the Nevada attorney general I will be forwarded a copy of this letter to them also.

Please help us with this most aggravating, stressful, and anxiety producing situation.

Thanking you kindly,

Eileen Daffron

Eileen Daffron

January 22, 2017

To whom it may concern, Isle of Bali11, Diamond International Resort

And others involved.

I am writing due to the lengthy amount of time it has taken to expidite a relinquishment process. My friend and I have owned 421AB ast Bali 11/Liki Tiki for a number of years. She has been ill for several years, and I have been diagnosed with a heart proble. I began the relinquishment process with the first phone call October 3,2016. I spoke with Zaira at the 463 number, explained our situation and she stated that the relinguishment program was available. She said that day that she would email the appropriate division to get the process started. She also explained that within 8 weeks or so we would get a paper to sign , notarize and send back with $100. After that we "should get our finished paperwork re: the relinquishment within 3 weeks. This was all discussed October 3,2016. Below is a timeline of the phone calls, who I spoke with what they said:

October 3,2016, as just noted above.

Ocotber 17, 2016- called to hear progress—spoke with Carmen- "probably another 2-4 weeks. Title and deed had to be done.

November 7,2016 Jasmine transferred me to "owner services" Spoke with Daniel (United Kingdom office) Stated that our request was accepted 10/18/16 and that it would be up to 45 days when process finished. Stated we should get the papers to sign by the end of that week (Nov. 7th)

December 5,2016 Called again to check progress. Spoke with Christine.She stated our request was sent to the title office 10/21/16. And it would be another 60 days until everything complete. I also inquired about the maintenance fee for 2017 and was told by Christine that we may disregard it as we were in the process of relinquishment.

December 28, 2016 Still no paperwork in the mail to us. Called and spoke with Miriam

AG. Fla

December 28,2016 continued—Mariam stated that the title search was done on November 17, 2016. Once again I was told we may disregard the maintenance bill as we are in the state of relinquishing our units. "We should receive the paper work after New Year some time first or second week.

January 12, 2017—Still no paper work. Called and spoke with Susan. The paper work is at the title office and pending as of "December 29th".She also reiterated that we are not obligated to pay the 2017 mainenance fee as we were in compliance and there was the record of my calls of inquiry.

Now, I've had three people tell me not to be concerned with the maintenance fee.. Among the ones mentioned timelines when or about when we should receive the paper work to sign and get back to you. We got the maintenance bill, and on top of that just this month January 21, I received yet another maintenance bill with a late fee.

Here' s the frustration. I've call several times, still no paper work in my hand. No communication at all from Diamond, or bali regarding the process. This continued delay and many different anwers have been very stressful, to the point I have even lost sleep over this.

I want to see in my mailbox within the week, the papers we have to sign and get back to you to finalize the relinquishment. Enough is enough. Unless you are training your staff give people the run around and fabricate tales of dates and processes.. If I do not receive these papers in my mailbox within one week I will forward a copy of this letter to the Attorney General of Florida, so he is made aware of the delays, the bills etc. etc. The fact that this process was not even acknowledged by Bali, or Diamond in writing to us certainly causes me

much consternation and stress. This is a hardship relinquishment due to both or our health concerns. I am also almost 71 years old, live in subsidized housing and my only income is social security.

I would expect an immediate acknowledgement on paper, and the appropriate paper work to complete this transaction immediately.

Eileen Daffron

Eileen Daffron

417 Forest Ave. Apt. 221

Middletown, Rhode Island 02842

This letter was also written on behalf of Lynn Rowe, co owner.

Our Account number is 16788071 . We are co owners of 421 A&B Isle of Bali 11.

Cc Diamond Resorts International

Cc Lynn Rowe

Cc Isle of Bali 11 Condo Assoc. Maintenance Fee Dept. Coral Springs Fla.

Cc Isle of Bali 11 condo Assoc. Inc. Orlando

Eileen Daffron
417 Forest Ave Apt 221
Middletown, RI 02842

USA FOREVER

Attorney General - State of Florida
The Capital PL-01
Tallahasse, Florida
32399-1050

32399$1050 C001

Mailed 2/7/17

2110 First Street, Suite 3-137
Fort Myers, Florida 33901
239/461-2200
239/461-2219 (Fax)

35 SE 1st Avenue, Suite 300
Ocala, Florida 34471
352/547-3600
352/547-3623 (Fax)

U.S. Department of Justice
United States Attorney
Middle District of Florida

Main Office
400 North Tampa Street, Suite 3200
Tampa, Florida 33602
813/274-6000
813/274-6358 (Fax)

300 N. Hogan Street, Suite 700
Jacksonville, Florida 32202
904/301-6300
904/301-6310 (Fax)

400 West Washington Street, Suite 3100
Orlando, Florida 32801
407/648-7500
407/648-7643 (Fax)

CS/TTmedhans

Reply to: **Orlando, FL**

em

January 5, 2017

Office of the Attorney General
135 W. Central Blvd.
Suite 1000
Orlando, Florida 32801

Re: Citizen Complaint

Dear Sirs:

Enclosed you will find a citizen's complaint from John & Georgette Reb which was received by our office for your review.

Sincerely,

A. LEE BENTLEY, III
United States Attorney

By:
Elizabeth Medina
Victim-Witness Specialist

Enclosure

cc: J. & G. Reb

p2110 First Street, Suite 3-137
Fort Myers, Florida 33901
239/461-2200
239/461-2219 (Fax)

35 SE 1st Avenue, Suite 300
Ocala, Florida 34471
352/547-3600
352/547-3623 (Fax)

300 N. Hogan Street, Suite 700
Jacksonville, Florida 32202
904/301-6300
904/301-6310 (Fax)

400 West Washington Street, Suite 3100
Orlando, Florida 32801
407/648-7500
407/648-7643 (Fax)

U.S. Department of Justice
United States Attorney
Middle District of Florida

Main Office
400 North Tampa Street, Suite 3200
Tampa, Florida 33602
813/274-6000
813/274-6358 (Fax)

Reply to: **Orlando, FL** em

January 5, 2017

John & Georgette Reb
119 SE 18th St.
Topeka, KS 66612

Dear Mr. & Mrs. Reb:

This is to acknowledge receipt of your complaint which was received in this office.

After review of your complaint, I am forwarding it to the Florida Attorney General's Office for their review. Referral to the Attorney General's Office does not mean they have or will open an investigation concerning your complaint. This referral simply brings your complaint to their attention. Should the Attorney General's Office need any additional information from you, I am confident that they will contact you directly.

Sincerely,

A. LEE BENTLEY, III
United States Attorney

By: Elizabeth Medina
Victim-Witness Specialist

cc: OAG

UNITED STATES ATTORNEY'S OFFICE
CITIZEN COMPLAINT INTAKE FORM

RECEIVED
U.S. ATTORNEY

2016 DEC -9 PM 3: 2

MIDDLE DISTRICT OF
FLORIDA ORLANDO

Date 12-5-2016 Time 10:00 am

Name: John & Georgett Reb

Address: 119 SE 18th St
Topeka, KS 66612

Telephone: work- 785-232-8154 Home 785-232-0628

The United States Attorney's Office is staffed by lawyers who represent the United States Government and various federal agencies. This office does not provide legal advice to private individuals. While we prosecute allegations of violations of federal criminal laws, this office does not conduct investigations independently of these agencies. Where appropriate, we will forward the information you have to the applicable agency. Please print a brief summary of your complaint or the information you wish to give. Be as specific as possible. Your information may be given to the appropriate state, local or federal agency for review and possible investigation. If necessary, they will contact you. You may complete the form here and leave it with the receptionist or take it with you and mail to us at:

United States Attorney's Office
400 W. Washington Street, Suite 3100
Orlando, Florida 32801
(407) 648-7500

Please be advised that the willful furnishing of false information to a federal agency may constitute a violation of federal criminal law, with penalties of five years imprisonment, a fine of $10,000 or both.

SUMMARY OF INFORMATION OR COMPLAINT:

We have an ongoing difference with payments for a timeshare in Florida. We purchased a bi-yearly week in 1999 and the maintenance fee's & property taxes were set up as due once every Two years. After paying for the Club Navigo with this company we have been paying fees & taxes every year. They are now foreclosing on us for nonpayment but I feel we have overpaid over the years and believe the owe us.

OTHER AGENCIES:

1. Have you consulted with any other agencies regarding this matter? ___ Yes X No

2. If so, which ones? _____

3. What did they tell or advise you? _____

Matter received by: _____

Action taken (Check One):

____ Matter sheet prepared and forwarded to the appropriate supervisory AUSA.

____ Resolved problem to satisfaction of citizen.

____ Referred to appropriate agency.

____ Other (explain) _____

John and Georgette Reb
119 SE 18th St.
Topeka, Ks. 66612

12-5-06

On vacation in Jan. 1996, my wife and I went to a free breakfast where we purchased a timeshare from the Liki Tiki Resort for a 1 bedroom, yearly week of use. We used this regularly and had very few problems. Again, on vacation Jan. 1999, we were told they had some updates. This time we told them that we could not afford another timeshare. There salesman convinced us to purchase a bi-yearly week, with a double bedroom and attached single bedroom. We were able too split the bi-yearly as long as we used them in the two years allotted. The property maintenance and taxes was a single payment every two years for the bi-yearly week. Again, we had very few problems. On vacation in Nov. 2011, we were told of a new program that was available to use more resorts with more flexible weeks. It was called Club Navigo. We paid over $5000.00 to join the club and thought this was a onetime purchase.

Come to find out we had to pay yearly fee for the club but also have come to realize that we have been paying yearly for this bi-yearly week since then. We also have been paying yearly for the first week that was yearly use and that was what we agreed to for this unit. We called them in Nov. 2015 about paying yearly for the bi-yearly week and our use of this unit was still once every two years. Had some contact via e-mail and were told they would look into it. We did not pay for the bi-yearly because we already paid for the maintenance fees and taxes because it is a bi-yearly, odd year which we paid for in 2014.

We feel that we have been overcharged for this odd week unit since 2011 and they should reimburse us. I hope your office can contact this firm and find out why we are paying yearly for this unit. As far as the club, we feel paid too much upfront for this service which now has only three hundred and fifty resorts to choose from. We also have another timeshare week with Vacation Village and used this for points with RCI Vacation Group that has over thirtyfive hundred different resorts. We did not have to pay any upfront fees, only the yearly service fee with RCI. We feel the owners of Liki Tiki Resort have taken advantage of us, plus we were not informed that we could no longer go back to the original ownership. They are now foreclosing on this unit and feel that we should be able to go back to our original contracts of ownership.

We have included copies of the e-mails and contracts concerning this matter.

785-232-8154 (work) E-mail: johnnyrebs2000@vanoo.cor

Thank You, John Reb

DIAMOND RESORTS
INTERNATIONAL

February 4, 2016

VIA EMAIL: JOHNNYREBS2000@YAHOO.COM
AND CERTIFIED US MAIL

JOHN & Georgette Reb
119 SE 18th ST
Topeka, KS, 66612

Re: Deeded Property Contract

Dear Mr./Mrs./Ms. Reb:

We would like to thank you for being a valued owner at Diamond Resorts International®. With this letter we would like to remind you that, as always, our priority is our owner's satisfaction.

While you have requested a copy of your original contract, unfortunately, after a diligent search, we are unable to locate the document(s) that you request. However, Diamond's records indicate that you have been an owner since 6/10/1998 and that you have not transferred your ownership. Below you will find your Property Ownership Information and a list of Enclosed Records that we are providing as proof of your ownership:

Property Ownership Information
Property: Liki Tiki Village II
Unit Week: Unit 731EF Week 36

Enclosed Records
Deed to Property

Should you have any questions regarding your account, please feel free to contact 1.800.463.7256.

Sincerely,

Diamond Resorts International®

E-mail contact requesting contracts & payments made

Home Mail Search News Sports Finance Celebrity Weather Answers Flickr Mobile More

All Search Search Mail Search Web Home John

Compose Archive Move Delete Spam More

Add another mailbox

Inbox (46)
Drafts (53)
Sent
Archive
Spam (15)
Trash
Smart Views
Folders
4th degree
Recent

RE: Copy of Contract - Contract Number: 16800748 - RMR ID:... People

Griego, Gilbert <Gilbert.Griego@diamondresorts.com> Apr 25 at 3:09 PM — 2016

To 'John, John Reb, Reb'

CC DRI Billing, Montero, Miguel

Hello Sir,
I am forwarding this e-mail to the Department that can help you. We only have copies of contract in my department.

Hello Billing department.
Hope you can help this customer with information need.
Thanks

Gilbert Griego | Imaging Clerk | Diamond Resorts International®

Vacations for Life® | **Stay Vacationed.™**
Please consider the environment before printing

From: John, John Reb, Reb [mailto:johnnyrebs2000@yahoo.com]
Sent: Monday, April 25, 2016 8:16 AM
To: Griego, Gilbert
Subject: Re: Copy of Contract - Contract Number: 16800748 - RMR ID: 4297

Ho Gilbert, I found my original contract and I am sending it to you. You will see that this IS a BIENNIAL contract. As I stated before I have always paid the taxes and maintenance fees every other year. I was told other wise by your customer service. If needed I can procure every check stub I have paid over the years, but this will incure a lot of time on my part and I do not feel this should be necessary. John A. reb

---

From: "Griego, Gilbert" <Gilbert.Griego@diamondresorts.com>
To: "'Johnnyrebs2000@yahoo.com'" <Johnnyrebs2000@yahoo.com>
Cc: "Nevarez, Darcy" <Darcy.Nevarez@diamondresorts.com>; "Montero, Miguel" <Miguel.Montero@diamondresorts.com>
Sent: Thursday, February 4, 2016 7:26 PM
Subject: Copy of Contract - Contract Number: 16800748 - RMR ID: 4297

Hi,
Per request, attached in a PDF format is a copy of contract. Also sent by certified letter.

Gilbert Griego | Imaging Clerk | Diamond Resorts International®

Vacations for Life® | **Stay Vacationed.™**
Please consider the environment before printing

E-mail I sent to - Now - Diamond Resorts - "new Club" and copy of my old contract

Isle of Bali II Condominium Association Inc.
Maintenance Fee Department
10600 West Charleston Boulevard
Las Vegas, NV 89135-1014

2016 Maintenance Fee
Account #: 16800748

Description	Debit	Credit	Amount
2011-Real Estate Tax	0.00	0.00	0.00
2012-Real Estate Tax	72.00	(72.00)	0.00
2012-Maintenance Fees	569.99	(569.99)	0.00
2012-Florida Club Connection Fee	149.00	(149.00)	0.00
2013-Maintenance Fees	631.60	(631.60)	0.00
2013-Real Estate Tax	82.75	(82.75)	0.00
2014-Maintenance Fees	680.78	(680.78)	0.00
2014-Real Estate Tax	74.90	(74.90)	0.00
2015-Maintenance Fees	606.81	(606.81)	0.00
2015-Replacement Reserve	101.62	(101.62)	0.00
2015-Florida Club Connection Fee	195.00	(195.00)	0.00
2015-Real Estate Tax	80.07	(80.07)	0.00
2015-Vacation Guard Travel Insurance	79.00	(79.00)	0.00
2016-Replacement Reserve	114.02	0.00	114.02
2016-Maintenance Fees	620.12	0.00	620.12
2016-Florida Club Connection Fee	200.00	0.00	200.00
2016-Real Estate Tax	92.03	0.00	92.03
2016-Late Fees	25.00	0.00	25.00
2016-Collection Fees	256.54	0.00	256.54
2016-Notice Fee	15.00	0.00	15.00
2016-Mf Interest	92.34	0.00	92.34
Vacation Guard Plan	0.00	0.00	0.00
Arda-Roc Voluntary Contribution	15.00	(10.00)	5.00
Xprepaid Credit System Use	15.28	(15.28)	0.00
		Amount Due	$ 1,420.05

Save your association credit card fees,
pay by check (US funds only)

Contact us regarding your statement:

Members of THE Club®: US Toll Free 1.877.374.2582
International +1.702.635.3077

Florida Club Connection: US Toll Free 1.877.628.4463
International +1.407.226.9670

Traditional Owners: US Toll Free 1.800.463.7256
International +1.407.226.9500

Save money for your association and
PAY YOUR FEES ONLINE!

Log in to your account and select
Make Payment from within the
My Account section.

If you have never logged in, please **register:**

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

Please detach and return coupon with payment

Isle of Bali II Condominium Association Inc.
Maintenance Fee Department
10600 West Charleston Boulevard
Las Vegas, NV 89135-1014

2016 Maintenance Fee

Account #:	16800748
Due Date:	06-Jun-2016
Statement Date:	12-Jul-2016
Amount Due:	$ 1,420.05

DIAMOND RESORTS INTERNATIONAL

Recieved from Mr. Gilbert

12-21-2014

To Whom This May Concern,

My wife and I have ownership of Liki Tiki for about 25 years. We have had a few issues in the past and they have been resolved. I do have some issues now.

First, our payment has always been due on January 1 of each year; and, as always, I received your letter in November. I just planned on paying the taxes and maintenance fees before January 1 as I have done the past 25 years. I did not open the letter until December on both units. Now I read that payment due time has been changed. I feel that the late charge should be waived this first time.
Second, when we were told of the points program on our visit in 2011 and all the benefits for joining it sounded good, at paying over $5000.00 it should be! The salesman at time said we could tie both of the different time shares we own into one program. On the statements that we received looks like we are paying for club fees and travel insurance for BOTH SEPERATELY. I do not know why this cannot be change into one club fee since it is based on points earned.

When I called the 407-239-5010 the person on the phone would not give me any information on payments since the one account is deemed late by your new payment due date. They gave me another number, 877-483-6787, no one answered the first time after about 8 rings. The second call I was hung up on. The third call was never answered again.

I do have another time share that I use with R.C.I. I have really good experiences with this group. The fees are way lower, many, many more places to trade for and they do not HANG UP ON ME nor did not charge me $5000.00.

I do hope someone will contact me with some positive answers from your company.

Sincerely,
John Reb e-mail: johnnyrebs2000@yahoo.com

1st E-Mail contact on this manor of not honoring the original contracts—

This Instrument Prepared by:
Stephen D. Korshak
KORSHAK & BEAULIEU
2345 Sand Lake Road, Suite 120
Orlando, Florida 32809

PARCEL NUMBER: 31-24-27-0000-00005

Orange Co FL 1998-0444538
102698 03:32:00pm
OR Bk 5601 Pg 1862
Rec 6.00 DSC 69.30
Recorded - Martha O. Haynie

THIS SPECIAL WARRANTY DEED Made the 10TH day of JUNE, A.D. 1998, by ISLAND ONE, INC., Florida Corporation existing under the laws of the State of Florida, and having its principal place of business at 2345 Sand Lake Road, Suite 100, Orlando, Florida 32809, hereinafter called the grantor, to:

JOHN A. REB AND GEORGETTE M. REB, HUSBAND AND WIFE

whose post office address is: 17777 BALI BOULEVARD, Winter Garden Florida 34787

hereinafter called the grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Orange County, Florida, viz:

Together with a remainder over in fee simple absolute, as tenant in common with the other owners of all the Unit Weeks in the hereafter described condominium apartment for the following described real estate located in the County of Orange, State of Florida, as follows:

biennial

ODD Unit Week(s) No.(s) 36, in Apartment No. 731EF, of ISLE OF BALI II, A CONDOMINIUM, according to the Declaration of Condominium and Amendments thereof, as recorded in Official Records Book 4964 at Page 3145 et. seq., in the Public Records of Orange County, Florida, and any amendments thereof.

This conveyance is subject to and by accepting this Warranty Deed the Grantee(s) does hereby agree to assume the following:

1. Taxes for the current year and subsequent years;
2. Conditions, restrictions, limitations, reservations, easements, and other matters of record;
3. Declaration of Condominium of Isle of Bali II, a Condominium, and all Exhibits attached thereto, and any supplements or amendments hereafter filed.
4. Declaration of Condominium and Floating Use Plan Rules and Regulations as recorded in Official Records Book 4964 Page 3145 set forth in Article 12.3 and attached as exhibit H thereto.
5. Declaration of Condominium concerning prohibitions against merging Biennial Unit Weeks as recorded in Official Records Book 4964, at Page 3145 set forth in Article 5.3.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

(Corporate Seal)

ISLAND ONE, INC.,
a Florida Corporation

By: Lisa Kostic
Lisa Kostic, Authorized Agent
2345 Sand Lake Road, Suite 100
Orlando, Florida 32809

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me this 2nd day of October, 1998 by Lisa Kostic, Vice President, respectively of Island One, Inc. on behalf of said corporation. She is personally known to me or has produced n/a as identification and did take an oath.

J. CRANDALL
MY COMMISSION # CC 659740
EXPIRES: January 4, 2002
Bonded Thru Notary Public Underwriters

J. Crandall
J. Crandall Notary Public

Island One Resorts Hospitality Group
8680 Commodity Circle
Orlando Florida 32819

ISLAND ONE RESORTS HOSPITALITY GROUP

CLUB NAVIGO®

www.islandone.com • www.clubnavigo.com

4 - 20066

JOHN A REB
GEORGETTE M REB
119 SE 18TH ST
TOPEKA KS 66612-1159

Owner ID#: 153616
Invoice Date: DEC 10, 2010
Due Date: JAN 15, 2011

Annual Maintenance & Tax Assessment Statement

Account Number	Unit/Week	Resort Code	Previous Balance	Maintenance	Tax	Club Fees	Other	Payments Received	Total
10510.1	731EF / 36O	BII		543.68	69.68			69.00-	544.36
3212.1	441A / 48	BII		563.34	84.46				647.80

PRIOR YEAR TAX ADJUSTMENT	$24.36-
2011 ANNUAL ASSESSMENT	$1,107.02
2011 REAL ESTATE TAXES (ESTIMATED)	$178.50
PAYMENTS RECEIVED	$69.00-
SUBTOTAL	**$1,192.16**
VOLUNTARY R.O.C. CONTRIBUTION	$5.00
OPTIONAL VACATION GUARD PLAN	$59.00
TOTAL AMOUNT DUE BY JAN 15, 2011	**$1,256.16**

Both units in one Statement

To avoid a late charge of $25.00 and a finance charge of 1.5% per month (18% Annual Percentage Rate), the subtotal amount due must be received within 10 days of the due date in U.S. funds with a U.S. bank check or money order. In accordance with Florida Statute 721.13(6), access to your vacation interval will be denied unless this account is paid in full by the due date.

The VacationGuard Timeshare Protection Plan is recommended to protect your vacation against unforeseen events. To decline the Protection Plan, please subtract the Plan fee from the total due.

Individual contributions to Federal political action committees are strictly voluntary and not tax deductible for federal income tax purposes. Corporations may not contribute to Federal PACs. Only U.S. citizens and permanent green card holders are eligible to contribute. Contributions from Foreign Nationals are strictly prohibited.

Billing Questions?

- Contact our Financial Services Team Mon-Fri from 8am-5pm(EST)
- Tel: 800-757-1867 or 401-812-6424
  Fax: 407-888-9566
- Email: ownerfinance@islandone.com
- Island One Resorts, 8680 Commodity Circle, Orlando, FL 32819

FREE Automatic Debit Plan:
Eliminate monthly service charges and pay your M&T in 12 easy installments. Complete the authorization form on the back or sign up online at My.ClubNavigo.com for direct debit from your bank account.

We respect your privacy:
Please see the reverse side for our Privacy Policy regarding your information.

Isle of Bali II Condominium Association, Inc.
Maintenance Fee Department
10600 West Charleston Boulevard
Las Vegas, NV 89135-1014

2014 Maintenance Fee
Account#: [redacted]

Description	Debit	Credit	Amount
Balance As Of 05/07/2014	.00	.00	.00
ARDA-ROC Voluntary Contribution	5.00	.00	5.00
2014-Real Estate Tax	85.76	.00	85.76
2014-Maintenance Fees	705.40	.00	705.40
Vacation Guard Plan	69.00	.00	69.00
2014-Florida Club Connection Fee	186.25	.00	186.25

877-483-6787
407-238-5010

Save your association credit card fees, pay by check (US funds only)

Amount Due $1051.41

For more information regarding this bill please call **1.877.628.4463**.
Please make check payable to: Isle of Bali II Condominium Association, Inc.

pd 12-20-14
ck 8576

Save money for your association and **PAY YOUR FEES ONLINE!**

Log in to your account and select **Payments** from within the **My Accounts** section.

If you have never logged in, please **register**:

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

20996

Please detach and return coupon with payment

Isle of Bali II Condominium Association, Inc.
Maintenance Fee Department
10600 West Charleston Boulevard
Las Vegas, NV 89135-1014

2014 Maintenance Fee

Account #:	[redacted]
Due Date:	Dec 1, 2014
Statement Date:	Oct 1, 2014
Amount Due:	$1051.41

DIAMOND RESORTS INTERNATIONAL

DR_HOA ▲ 0 0 0 7 2 4
John Reb T6 P1
119 SE 18th St
Topeka KS 66612-1159

Make Check Payable to:

Isle of Bali II Condominium Association, Inc.
P.O. Box 863596
Orlando, FL 32886-3596

02000[redacted]01051414

Isle of Bali II Condominium Association, Inc.
Maintenance Fee Department
10600 West Charleston Boulevard
Las Vegas, NV 89135-1014

2015 Maintenance Fee
Account#: 16800748

Description	Debit	Credit	Amount
Balance As Of 11/03/2014	.00	.00	.00
ARDA-ROC Voluntary Contribution	5.00	.00	5.00
2015-Real Estate Tax	80.07	.00	80.07
2015-Replacement Reserve	101.62	.00	101.62
2015-Maintenance Fees	606.81	.00	606.81
2015-Florida Club Connection Fee	195.00	.00	195.00
2015-Vacation Guard Travel Insurance	79.00	.00	79.00

407-239-1726 — 139

Save your association credit card fees, pay by check (US funds only)

Amount Due $1067.50

Visit our new MY COMMUNITY area at DiamondResorts.com for the latest developments within the Association.
Please make check payable to: Isle of Bali II Condominium Association, Inc.

pd 12-20-14
Ck 8569

Save money for your association and **PAY YOUR FEES ONLINE!**

Log in to your account and select **Payments** from within the **My Accounts** section.

If you have never logged in, please **register**:

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

20996

Please detach and return coupon with payment

Isle of Bali II Condominium Association, Inc.
Maintenance Fee Department
10600 West Charleston Boulevard
Las Vegas, NV 89135-1014

DIAMOND RESORTS INTERNATIONAL

2015 Maintenance Fee

Account #:	16800748
Due Date:	Jan 1, 2015
Statement Date:	Nov 13, 2014
Amount Due:	$1067.50

Make Check Payable to:

Isle of Bali II Condominium Association, Inc.
P.O. Box 863596
Orlando, FL 32886-3596

DR_HOA ▲ 0 0 8 4 2 6
John Reb T33 P1
119 SE 18th St
Topeka KS 66612-1159

Isle of Bali II Condominium Association Inc.
Maintenance Fee Department
P.O. Box 78843
Phoenix, AZ 85062-8843

2014 Maintenance Fee
Account# 880887010510

Description	Debit	Credit	Amount
Balance as of DEC 31, 2013	$0.00		$0.00
2014 Annual Maintenance Fees	$680.78		$680.78
2014 Real Estate Taxes	$74.90		$74.90

pd 1-19-14
ck 8425

Due to the timing of the 2014 Billing, we are extending the grace period by 30 days.

To make payments online please go to my.equiant.com

Save your association credit card fees,
pay by check (US funds only)

Amount Due $755.68

For more information regarding this bill please call **1.800.757.1867**.

Please make check payable to: Isle of Bali II Condominium Association Inc.

Isle of Bali II Condominium Association, Inc.
Maintenance Fee Department
10600 West Charleston Boulevard
Las Vegas, NV 89135-1014

2015 Maintenance Fee
Account#: 16800748

Description	Debit	Credit	Amount
Balance As Of 11/03/2014	.00	.00	.00
ARDA-ROC Voluntary Contribution	5.00	.00	5.00
2015-Real Estate Tax	80.07	.00	80.07
2015-Replacement Reserve	101.62	.00	101.62
2015-Maintenance Fees	606.81	.00	606.81
2015-Florida Club Connection Fee	195.00	.00	195.00
2015-Vacation Guard Travel Insurance	79.00	.00	79.00

407-239-1726

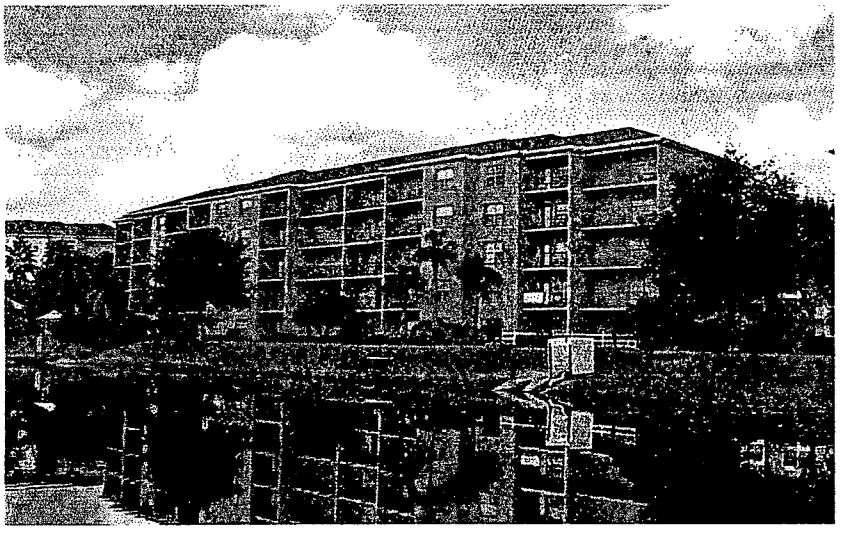
139

Save your association credit card fees,
pay by check (US funds only)

Amount Due $1067.50

Visit our new MY COMMUNITY area at DiamondResorts.com for the latest developments within the Association.
Please make check payable to: Isle of Bali II Condominium Association, Inc.

pd 12-20-14
Ck 8569



Save money for your association and
PAY YOUR FEES ONLINE!

Log in to your account and select **Payments** from within the **My Accounts** section.

If you have never logged in, please **register**:

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

20996

Isle of Bali II Condominium Association, Inc.
Maintenance Fee Department
10600 West Charleston Boulevard
Las Vegas, NV 89135-1014

2014 Maintenance Fee
Account#: [redacted]

Description	Debit	Credit	Amount
Balance As Of 05/07/2014	.00	.00	.00
ARDA-ROC Voluntary Contribution	5.00	.00	5.00
2014-Real Estate Tax	85.76	.00	85.76
2014-Maintenance Fees	705.40	.00	705.40
Vacation Guard Plan	69.00	.00	69.00
2014-Florida Club Connection Fee	186.25	.00	186.25

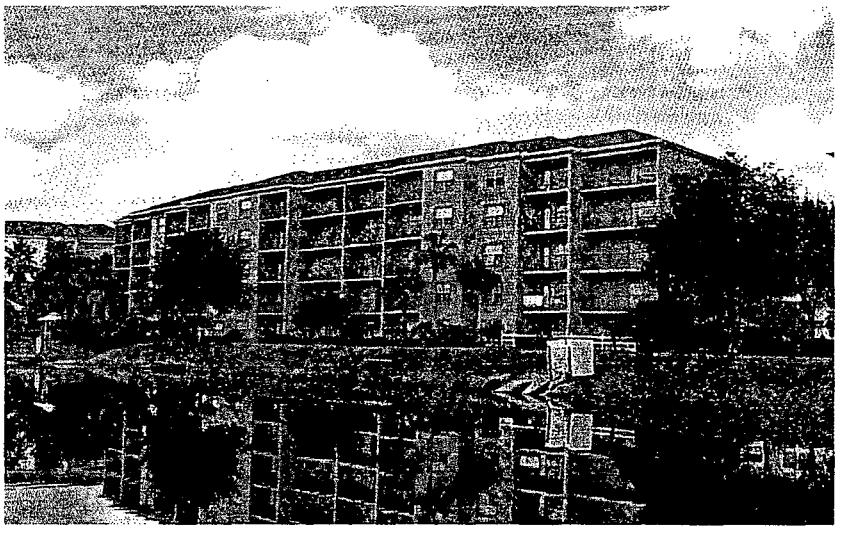
877-483-6787
407-239-5010

Save your association credit card fees,
pay by check (US funds only)

Amount Due $1051.41

For more information regarding this bill please call **1.877.628.4463**.
Please make check payable to: Isle of Bali II Condominium Association, Inc.

pd 12-20-14
ck 8570



Save money for your association and
PAY YOUR FEES ONLINE!

Log in to your account and select **Payments** from within the **My Accounts** section.

If you have never logged in, please **register**:

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

20996

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

8402

11-24-13

BALANCE FORWARD	
THIS ITEM	124.00
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

RCI, LLC
One hundred twenty four and 00

ID-1-248566

[redacted]

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

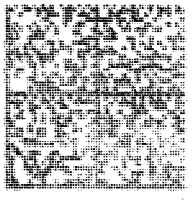
U.S. Department of Justice

United States Attorney

400 W. Washington Street, Suite 3100
Orlando, FL 32801

Official Business

UNCLAIMED
FL 328
20 JUN '16
PM 3 L



★ ★ ★
U.S. OFFICIAL MAIL
PENALTY FOR
PRIVATE USE
$300
FP ★ ★ ★ 1S
Mailed From 3
06/20/2016
031A 0073 22

John Reb
119 SE 18th Street
Topeka, Kansas 66612

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

7581

1-1-09

Bal. 2 Cards - 1st 2nd
One thousand, one hundred thirty 92/96

BALANCE FORWARD	
THIS ITEM	1130.92
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

15 3016

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

8327

3-27-13

Dade of Book II Condominium Assoc.
Twenty and 53

BALANCE FORWARD	
THIS ITEM	20.53
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

Acct 880-887-01051

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

8289

1-2-13

Dade of Book II Condominium Assoc.
Six hundred ninety three and 82/100

BALANCE FORWARD	
THIS ITEM	693.82
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

880-887-010510

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

8425

1-19-14

Isle of Palms II Condominium
Seven hundred fifty five and 68

BALANCE FORWARD	
THIS ITEM	755.68
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

SS0887010510

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

8148

1-6-2012

Isle of Palms Condominium Assn. Inc.
Seven hundred and eighty 7/100

BALANCE FORWARD	
THIS ITEM	780.72
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

153616

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

7821

12-22-09

Bal. II Condominium Ass. Inc.
One thousand, one hundred - sixty - three 29/100

BALANCE FORWARD	
THIS ITEM	1,163.29
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

153616

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...

☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

7998

12-26-10

BALANCE FORWARD	
THIS ITEM	1,256.16
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

Bal 11 Condominium Ass.
One thousand two hundred fifty six and 16

04161FD 153616

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

STORE YOUR DUPLICATE CHECKS IN YOUR CHECK BOX.

☑ Track your expenses...

☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

8401

11-24-13

BALANCE FORWARD	
THIS ITEM	968.55
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

Bal 11 Condominium Ass.
Nine hundred sixty eight and 55

153616

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

8942

✔ Track Your Expenses...

☐ Auto/Travel ☐ Education ☐ Medical/Dental
☐ Business ☐ Entertainment ☐ Savings
☐ Charities ☐ Food ☐ Taxes
☐ Clothing ☐ Home ☐ Utilities
☐ Dependent Care ☐ Insurance ☐ Other

BAL. FOR'D	
ITEM AMOUNT	
BALANCE	
DEPOSIT	
FOR'D	

DUP-6

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Images may appear light.

☐ TAX DEDUCTIBLE ITEM

Memo 167418 77

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NOT NEGOTIABLE

Isle of Bali II Condominium Association, Inc.
Maintenance Fee Department
PO Box 8526
Coral Springs, FL 33075-8526

2015 Maintenance Fee
Account#: [redacted]

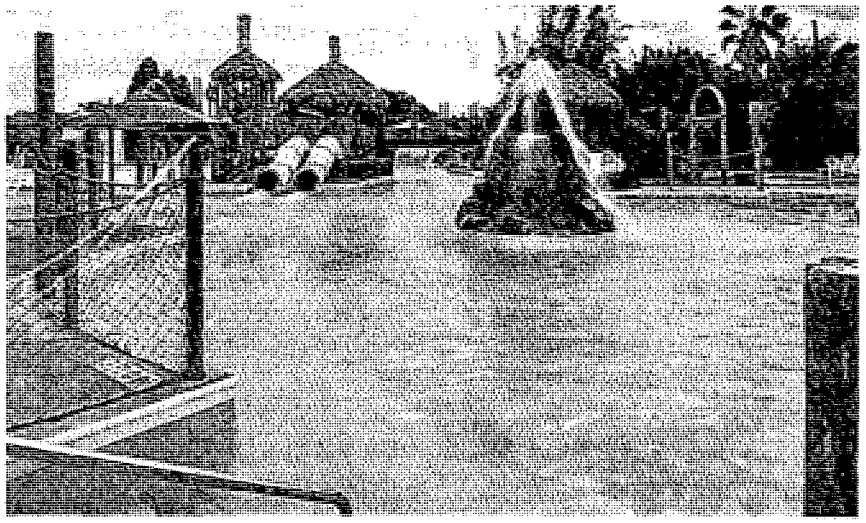
Description	Debit	Credit	Amount
Beginning Balance	.00	.00	982.41
ARDA-ROC Voluntary Contribution	5.00	.00	5.00
2014-Late Fees	48.87	48.87	.00
2014-MF Interest	14.66	14.66	.00
2015-Real Estate Tax	91.67	.00	91.67
2014-Real Estate Tax	.00	85.76	-85.76
2015-Replacement Reserve	105.28	.00	105.28
2014-Maintenance Fees	.00	705.40	-705.40
2015-Maintenance Fees	628.76	10.47	618.29
2014-Florida Club Connection Fee	.00	186.25	-186.25

pd 11-23-15
✓ 8942

Save your association credit card fees,
pay by check (US funds only)

Amount Due $825.24

Contact us regarding your statement:
Members of THE Club®: US Toll Free 1.877.374.2582 International +1.702.635.3077
Florida Club Connection: US Toll Free 1.877.628.4463 International +1.407.226.9670
Traditional Owners: US Toll Free 1.800.463.7256 International +1.407.226.9500



Save money for your association and
PAY YOUR FEES ONLINE!

Log in to your account and select **Make Payment** from within the **My Account** section.

If you have never logged in, please **register:**

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

20996

Please detach and return coupon with payment

Isle of Bali II Condominium Association, Inc.
Maintenance Fee Department
PO Box 8526
Coral Springs, FL 33075-8526

2016 Maintenance Fee
Account#: 16800748

Description	Debit	Credit	Amount
Beginning Balance	.00	.00	.00
ARDA-ROC Voluntary Contribution	5.00	.00	5.00
2016-Real Estate Tax	92.03	.00	92.03
2016-Replacement Reserve	114.02	.00	114.02
2016-Maintenance Fees	620.12	.00	620.12
2016-Florida Club Connection Fee	200.00	.00	200.00

Save your association credit card fees,
pay by check (US funds only)

Amount Due $1031.17

Contact us regarding your statement:
Members of THE Club®: US Toll Free 1.877.374.2582
International +1.702.635.3077

Florida Club Connection: US Toll Free 1.877.628.4463
International +1.407.226.9670

Traditional Owners: US Toll Free 1.800.463.7256
International +1.407.226.9500

Save money for your association and
PAY YOUR FEES ONLINE!

Log in to your account and select
Make Payment from within the
My Account section.

If you have never logged in, please **register:**

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

20996

Please detach and return coupon with payment

Isle of Bali II Condominium Association, Inc.
Maintenance Fee Department
PO Box 8526
Coral Springs, FL 33075-8526

2016 Maintenance Fee

Account #:	16800748
Due Date:	Jan 1, 2016
Statement Date:	Nov 10, 2015
Amount Due:	$1031.17

DIAMOND RESORTS
INTERNATIONAL

1-866-334-0008

DR_HOA ▲ 005787

John Reb T24 P1
Georgette Reb
119 SE 18th St
Topeka KS 66612-1159

Make Check Payable to:

Isle of Bali II Condominium Association, Inc.
P.O. Box 863596
Orlando, FL 32886-3596

Cleared 12/29/2014 8570

✔ Track Your Expenses...

☐ Auto/Travel ☐ Education ☐ Medical/Dental
☐ Business ☐ Entertainment ☐ Savings
☐ Charities ☐ Food ☐ Taxes
☐ Clothing ☐ Home ☐ Utilities
☐ Dependent Care ☐ Insurance ☐ Other

12-30-14

BAL. FOR'D	
ITEM AMOUNT	1051
BALANCE	
DEPOSIT	
FOR'D	

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☐ TAX DEDUCTIBLE ITEM

Memo Acct 16741878

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NOT NEGOTIABLE

Cleared 12/29/2014 8569

✔ Track Your Expenses...

☐ Auto/Travel ☐ Education ☐ Medical/Dental
☐ Business ☐ Entertainment ☐ Savings
☐ Charities ☐ Food ☐ Taxes
☐ Clothing ☐ Home ☐ Utilities
☐ Dependent Care ☐ Insurance ☐ Other

12-30-14

BAL. FOR'D	
ITEM AMOUNT	1067
BALANCE	
DEPOSIT	
FOR'D	

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☐ TAX DEDUCTIBLE ITEM

Memo Acct 16800748

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NOT NEGOTIABLE

TRUTH IN LENDING DISCLOSURE
AND GOOD FAITH ESTIMATE

Original Contract of purchase

SELLER: ISLAND ONE INC.
BUYER: JOHN A REB & GEORGETTE REB
DATE: January 14th, 1996

Building Unit: 441A Week(s): 48

The Total of Payments of $15,970.80 shall be due and payable by Buyer in 120 consecutive monthly installments of $133.09 each commencing February 20th, 1996 and continuing on the same day of each month thereafter until fully paid.

There is no penalty for prepayment.

The Promissory Note (Note) to be executed by Buyer is payable to ISLAND ONE, INC. and provides for payment of the Total of Payments shown on line 5 below. Buyer will secure payment on the Note by executing and delivering a Mortgage Deed which creates a lien on the property being purchased hereunder and described above.

If payment is not made within five (5) days after it becomes due, past due payment shall accrue interest at a penalty rate of 5%. If the Note is referred to an attorney for collection, the Buyer will be liable for the collection costs, including attorney fees.

This Truth in Lending Disclosure has been delivered to Buyers before their execution of the Purchase Contract or Mortgage Deed.

1.	Purchase Price	$	7,900.00
2.	Down Payment	$	840.00
3.	Purchase Money Mortgage	$	7,452.63 (Includes $367.00 Closing Costs)
4.	FINANCE CHARGE	$	8,518.17
5.	Total of Payments	$	15,970.80
6.	Deferred Payment Price	$	16,610.80
7.	ANNUAL PERCENTAGE RATE		17.75%

Yearly

8. Expenses

	(A) Record Deed	$	6.00
	(B) Documentary Stamps on Deed	$	55.30
	(C) Title Insurance	$	145.00
	(D) Loan Title Policy	$	30.00
	(E) Record Mortgage	$	10.50
	(F) Intangible Tax on Mortgage	$	14.12
	(G) Documentary Stamp on Note	$	24.85
	(H) Pro Rated Interest	$	25.63
	(I) Exchange Company Fee	$	0.00
	(J) Administrative Fees	$	81.23
9.	Total Expenses	$	392.63
10.	Total Cash Due from Buyer	$	840.00 (Includes $0.00 Closing Costs)

John A Reb

BUYER - JOHN A REB

Georgette M. Reb

BUYER - GEORGETTE REB

Original Contact of purchase

OWNER/DEVELOPER/SELLER
ISLAND ONE, INC.
2345 Sand Lake Road, Suite 100
Orlando, Florida 32809

PURCHASE CONTRACT
ISLE OF BALI II, A CONDOMINIUM
17777 Bali Boulevard
Winter Garden, Florida 34787

This Purchase Contract (the "Contract") is made by and between ISLAND ONE, INC., a Florida Corporation, hereinafter referred to as "SELLER," whose address is 2345 Sand Lake Road, Suite 100, Orlando, Florida 32809, and the undersigned buyers, hereinafter referred to as "PURCHASER":

NAME JOHN A REB — Social Security No. [redacted]
NAME GEORGETTE M REB — Social Security No. [redacted]
NAME
NAME

Address 1235 NE KELLAM
TOPEKA KS 66616 USA
Home Telephone No. (785) 232-0628 — Work Telephone No.(785) 232-8134

PURCHASER hereby agrees to purchase and SELLER hereby agrees to sell to PURCHASER Unit Week(s) No. 36 in Unit No. 7316F (the "UNIT") of ISLE OF BALI II, A CONDOMINIUM, (the "CONDOMINIUM"). PURCHASER agrees to pay the total purchase price in U.S. Currency to SELLER as follows:

1.	Purchase Price	$ 9,900.00
2.	Exchange Company Fees (if any)	$ 52.00
3.	Closing Costs	$ 367.25
4.	Total	$ 10,267.25
5.	Cash Down Payment (At Contract Date)	$ 367.25
6.	Bal. Down Payment Due: Date	$ 0.00
7.	Total Down Payment	$ 367.25
8.	Amount Financed	$ 9,900.00
9.	Standard Monthly Payment	$ 153.12
10.	Number of Payments	120
11.	Yearly Maintenance Fee (see paragraph 16 below)	$ 488.90
12.	Finance Charge	$ 8,479.40

PURCHASER'S total financial obligation is set forth on the Disclosure Statement.

All payments due and [illegible]

R[illegible]

PURCHASER hereby agrees to purchase and SELLER hereby agrees to sell to PURCHASER Unit Week(s) No. 36 in Unit No. 231EF (the "UNIT") of ISLE OF BALI II, A CONDOMINIUM, (the "CONDOMINIUM"). PURCHASER agrees to pay the total purchase price in U.S. Currency to SELLER as follows:

1.	Purchase Price	$	9,900.00
2.	Exchange Company Fees (if any)	$	52.00
3.	Closing Costs	$	367.25
4.	Total	$	10,267.25
5.	Cash Down Payment (At Contract Date)	$	367.25
6.	Bal. Down Payment Due: Date	$	0.00
7.	Total Down Payment	$	367.25
8.	Amount Financed	$	9,900.00
9.	Standard Monthly Payment	$	153.12
10.	Number of Payments		120
11.	Yearly Maintenance Fee (see paragraph 16 below)	$	488.90
12.	Finance Charge	$	8,474.40

PURCHASER'S total financial obligation is set forth on the Disclosure Statement.

All payments due and payable on the 25th day of each month. Includes interest at 13.90%.

First Occupancy Date: January 1st, 1999
Date of this Contract: June 10th, 1998
Commencement Day: Friday (see paragraph 13 below).

Use Characterization of Unit Week Purchased:
Annual, Odd Year Biennial
or Even Year Biennial: Odd Year Biennial/105IQ.1

Principal Contact: _____

Biennial

BII/105IQ.1

RESORT: CNV

CONTRACT #: 5399.1

UNIT: BII 731EF

WEEK: 36 O

DATE: 11/01/11

CLUB DATE: 11/01/11

TYPE: STD

HOME PH: 785-232-0628

OWNER 1:
JOHN A REB

WORK PH: 785-232-8154

OWNER 2:
GEORGETTE M REB

OWNER 3:

OWNER 4:

Draft
Tue Nov 1, 2011 01:23P

USER: Gustavo Delarosa (Acct #12097)

Island One Sales Escrow

SALES DRAFT

Island One Sales Escrow
8680 Commodity Circle
Orlando, FL 32819
(800)757-1867

Tue Nov 01, 01:23P 2011

Invoice	[redacted]
Card Type	MasterCard
Card Number	[redacted]
Merchant ID	234161
Clerk	50621

Amount $1,070.00

Approved 09840Z

I agree that the amount above is correct and to comply with my cardholder agreement...

X

JOHN REB

216.64.80.82

CLUB NAVIGO PURCHASE CONTRACT

Liki Tiki Village II, a Condominium
17777 Bali Boulevard, Winter Garden, Florida 34787

This Club Navigo Purchase Contract (the "**Contract**") is made by and between ISLAND ONE, INC., whose address is 8680 Commodity Circle, Orlando, Florida 32819 ("**Developer** or "**Seller**"), and the undersigned buyer or buyers ("**Purchaser**"):

NAME JOHN A REB
NAME
Address 119 SE 18TH ST
TOPEKA, KS 66612 UNITED STATES
Home Telephone No. 785-232-0628
E-Mail Address: johnnyrebs2000@yahoo.com

NAME GEORGETTE M REB
NAME
Work Telephone No. 785-232-8154

Purchaser is the owner of unit week(s) 36 in unit(s) 731EF ("**Unit Week**") of LIKI TIKI VILLAGE II, a/k/a ISLE OF BALI II, A CONDOMINIUM, (the "**Condominium**"). Purchaser agrees to purchase and Developer agrees to sell Purchaser the right to subject the Unit Week to that certain vacation club plan known as Club Navigo (the "**Club**") and represented as a 4800 point package as of the date of this Contract, more particularly described in that certain Supplemental Declaration of Use Restrictions (the "**Supplemental Declaration**"). Purchaser agrees to pay the total purchase price in U.S. currency to Developer as follows:

1. Purchase Price	$3,995.00
2. Closing Costs ($0.00financed) ($ 0.00 Paid by Seller))	$75.00
3. Total	$4,070.00
4. Cash Down Payment* (At Contract Date)	$3,995.00
5a. Transfer From Equity $0.00 5. Bal. Down Payment* Due (Due Date)	$0.00
6. Total Down Payment	$3,995.00
7. Amount Financed (including Closing Costs of $ 75.00)	$0.00
8. Standard Monthly Payment	$0.00
9. Number of Payments	0
10. Additional Down Payment	$0.00
11. Annual Maintenance Fee	$ 0.00
12. Estimated Real Estate Taxes	$ 0.00
13. Club Dues	$ 139.00
14. Finance Charge	$ 0.00

All payments due and payable on the 1st day of each month. Includes interest at 0.00%.
Start of Reservation Request Period: 01/01/13
Use Characterization of Unit Week Purchased:
Odd Year Biennial/10510.1
Date of this Contract: 11/01/11
Season (if applicable): Ruby Season
Anniversary Month: January
Unit Size: 3 Bedroom
Current Year Number of Points: 4800
Event Week (if applicable):

***Note: Purchaser agrees that Purchaser will be charged a fee for any checks returned for insufficient funds or not accepted by the depository. The down payments will be deposited with Korshak and Associates, P.A. In accordance with paragraph 6 of this Contract.**

IN WITNESS WHEREOF, Owner has executed this Joinder and Consent this 1st day of November, 2011.

"Witness"

(Signature)

(Signature)

(Signature)

(Signature)

"Owner"

(Signature)
Print Name: JOHN A REB

(Signature)
Print Name: GEORGETTE M REB

(Signature)
Print Name:

(Signature)
Print Name:

STATE OF FLORIDA)
)S.S.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 1st day of November, 2011, by JOHN A REB GEORGETTE M REB who is personally known to me or has produced Kansas Driver License as identification.
HR. K00-46-0337
HRS K00-46-0338

(Notary Signature)

ELIZABETH HERRERA
MY COMMISSION # DD 733270
EXPIRES: January 13, 2012
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

As the successor developer of the condominium and the holder of the purchase-money note and mortgage on the Owner's Unit Week, if applicable, and by execution of this Joinder and Consent, Developer consents to the Owner's execution and recording of this Joinder and Consent.

Island One, Inc.

By: _____

Its: Authorized Agent

Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with, section 721.065, Florida Statutes.

For the purpose of ad valorem assessment, taxation and special assessments, the managing entity will be considered the taxpayer as your agent pursuant to section 192.037, Florida Statutes.

The Developer is required to provide the managing entity of the multisite timeshare plan with a copy of the approved public offering statement text and exhibits filed with the division and any approved amendments thereto, and any other component site documents as described in section 721.07 or section 721.55,Florida Statutes, that are not required to be filed with the division, to be maintained by the managing entity for inspection as part of the books and records of the plan.

You may cancel this contract without any penalty or obligation within 10 calendar days after the date you sign this contract or the date on which you receive the last of all documents required to be given to you pursuant to section 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Island One, Inc. at 8680 Commodity Circle, Orlando, Florida 32819. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, before expiration of your 10-day cancellation period, is prohibited.[1]

"Purchaser"

(Signature)
Print Name: JOHN A REB
Date Executed: 11/01/11

"Purchaser"

(Signature)
Print Name: GEORGETTE M REB
Date Executed: 11/01/11

(Signature)
Print Name:
Date Executed: 11/01/11

(Signature)
Print Name:
Date Executed: 11/01/11

Accepted by: "Developer/Seller"
Island One, Inc.

By:

As its: Authorized Agent
Date executed: 11/01/11

[1] "Notify" shall mean that written notice of cancellation is delivered, by any means, which may include certified mail return receipt requested, to the entity designated to receive the notice of cancellation.

CLUB NAVIGO®

Liki Tiki Village
17777 Bali Blvd, Winter Garden, FL 34787
407 239-5000 Fax 407 239-5031

Sales Exception Form

Attach to Purchase Proposal Before Submitting

Date: 11-01-11

Complete this document if you have promised your new owner anything other than a credit towards their maintenance taxes.

Customer Name: REB

Customer Number:

BII 10510.1 CNV 5400.1
BII 3212.1 CNV 5399.1

Reason for Exception: Converting credits: 1600 additional pt (1 yr)
+
1600 additional pt (1 yr)
3200

By signing below we acknowledge that we as sales executive and/or manager will be responsible for the cost of these additional items

Rep# _____ Percent to be charged _____% or Amount to be charged $ _____

Mgr.# _____ Percent to be charged _____% or Amount to be charged $ _____

Sales Representatives Signature: _____

Managers Signature: 12001

Senior Sales Managers Signature: _____

Sr. Sales Ops. Mgr. Signature: _____

VP Sales Development Signature: _____

RESORT: CNV

CONTRACT #: 5400.1

UNIT: BII 441A

WEEK: 48 B

DATE: 11/01/11

CLUB DATE: 11/01/11

TYPE: STD

HOME PH: 785-232-0628

OWNER 1:
JOHN A REB

WORK PH: 785-232-8154

OWNER 2:
GEORGETTE REB

OWNER 3:

OWNER 4:

Draft
Tue Nov 1, 2011 01:22P

USER: Gustavo Delarosa (Acct #12097)

Island One Sales Escrow

SALES DRAFT

Island One Sales Escrow
8680 Commodity Circle
Orlando, FL 32819
(800)757-1867

Tue Nov 01, 01:22P 2011

Invoice	[redacted]
Card Type	MasterCard
Card Number	[redacted]
Merchant ID	234161
Clerk	50621

Amount $4,070.00

Approved 07561Z

I agree that the amount above is correct and to comply with my cardholder agreement...

X

JOHN REB

216.64.80.82

CLUB NAVIGO PURCHASE CONTRACT

Liki Tiki Village II, a Condominium
17777 Bali Boulevard, Winter Garden, Florida 34787

This Club Navigo Purchase Contract (the "**Contract**") is made by and between ISLAND ONE, INC., whose address is 8680 Commodity Circle, Orlando, Florida 32819 ("**Developer** or "**Seller**"), and the undersigned buyer or buyers ("**Purchaser**"):

NAME JOHN A REB
NAME
Address 119 SE 18TH ST
TOPEKA, KS 66612 UNITED STATES
Home Telephone No. 785-232-0628
E-Mail Address:

NAME GEORGETTE REB
NAME
Work Telephone No. 785-232-8154

Purchaser is the owner of unit week(s) 48 in unit(s) 441A ("**Unit Week**") of LIKI TIKI VILLAGE II, a/k/a ISLE OF BALI II, A CONDOMINIUM, (the "**Condominium**"). Purchaser agrees to purchase and Developer agrees to sell Purchaser the right to subject the Unit Week to that certain vacation club plan known as Club Navigo (the "**Club**") and represented as a 1800 point package as of the date of this Contract, more particularly described in that certain Supplemental Declaration of Use Restrictions (the "**Supplemental Declaration**"). Purchaser agrees to pay the total purchase price in U.S. currency to Developer as follows:

1. Purchase Price	$995.00
2. Closing Costs ($0.00financed) ($ 0.00 Paid by Seller))	$75.00
3. Total	$1,070.00
4. Cash Down Payment* (At Contract Date)	$995.00
5a. Transfer From Equity $0.00 5. Bal. Down Payment* Due (Due Date)	$0.00
6. Total Down Payment	$995.00
7. Amount Financed (including Closing Costs of $ 75.00)	$0.00
8. Standard Monthly Payment	$0.00
9. Number of Payments	0
10. Additional Down Payment	$0.00
11. Annual Maintenance Fee	$ 0.00
12. Estimated Real Estate Taxes	$ 0.00
13. Club Dues	$~~199.00~~ 2H
14. Finance Charge	$ 0.00

All payments due and payable on the 1st day of each month. Includes interest at 0.00%.
Start of Reservation Request Period: 12/01/11
Use Characterization of Unit Week Purchased: Annual/3212.1
Date of this Contract: 11/01/11
Season (if applicable): Ruby Season
Anniversary Month: December
Unit Size: 1 Bedroom
Current Year Number of Points: 1800
Event Week (if applicable):

***Note: Purchaser agrees that Purchaser will be charged a fee for any checks returned for insufficient funds or not accepted by the depository. The down payments will be deposited with Korshak and Associates, P.A. In accordance with paragraph 6 of this Contract.**

First American

400 S Rampart Blvd Ste 290,
Las Vegas NV 89145

0100188310990263050

Transmittal

11/14/2016

Order No: FC DRI BII (Liki Tiki II) - 16800748

JOHN A. REB
119 SE 18TH ST
TOPEKA KS 66612

Enclosed please find 1 attached documents.

FIRST AMERICAN TITLE INSURANCE COMPANY
VACATION OWNERSHIP SERVICES DIVISION

Page Count 2

NOTICE OF DEFAULT AND INTENT TO FORECLOSE

To: Obligor (see Exhibit "A" attached hereto for Obligors and their notice address)

This Notice is regarding that certain timeshare interest owned by Obligor in Liki Tiki Village II, a/k/a Isle of Bali II, a Condominium, located in Orange County, Florida, and more specifically described as follows:

> **Odd** Unit Week No. **36**, in Apartment No. **731EF**, of Liki Tiki Village II, a/k/a Isle of Bali II, a Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 4964, Page 3145, of the Public Records of Orange County, Florida, and all amendments thereto, if any.

Pursuant to that certain Declaration of Condominium of Liki Tiki Village II, a/k/a Isle of Bali II, a Condominium recorded in Official Records Book 4964, Page 3145, Public Records of Orange County, Florida, and all amendments thereto (the "Declaration"), Obligor is liable for the payment of certain assessments, maintenance fees, and ad valorem property taxes (collectively, "Assessments, Fees and Taxes") and Isle of Bali II Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida (the "Association") has a lien for such Assessments, Fees and Taxes pursuant to the terms of the Declaration and applicable Florida law.

The Obligor has failed to pay when due the Assessments, Fees, and Taxes as assessed or advanced and is thereby in default of the obligation to pay such amounts as and when due. Accordingly, the Association did cause a Claim of Lien to be recorded in the Public Records of Orange, Florida, thereby perfecting the lien of Assessments, Fees, and Taxes pursuant to the Declaration and sections 721.16 and 192.037 Florida Statutes. See Exhibit "A" attached hereto for the recording information for each Claim of Lien and the amount secured by each Claim of Lien and the per diem amount to account for further accrual of the amounts secured by the lien.

IMPORTANT: *If you fail to cure the default as set forth in this notice or take other appropriate action with regard to this foreclosure matter, you risk losing ownership of your timeshare interest through the trustee foreclosure procedure established in section 721.855, Florida Statutes. You may choose to sign and send to the trustee the enclosed objection form, exercising your right to object to the use of the trustee foreclosure procedure. Upon the trustee's receipt of your signed objection form, the foreclosure of the lien with respect to the default specified in this notice shall be subject to the judicial foreclosure procedure only.*
You have the right to cure your default in the manner set forth in this notice at any time before the trustee's sale of your timeshare interest. If you do not object to the use of the trustee foreclosure procedure, you will not be subject to a deficiency judgment even if the proceeds from the sale of your timeshare interest are insufficient to offset the amounts secured by the lien.

If you object to the use of the trustee foreclosure procedure, by signing the attached Notice of Election to Prevent Trustee Sale form, you could be subject to a deficiency judgment if the proceeds from the sale of your timeshare interest are insufficient to offset the amounts secured by the lien.

In order to be effective, the Notice of Election to Prevent Trustee Sale must be received by the Trustee at the address set forth below on or before the 30th day after the date of the Notice of Default and Intent to Foreclose.

You have a right to cure the default set forth herein by paying ***in full, on or before the 30th day after the date of this Notice****, the following amounts: (1) all past due sums, (2) costs of collection (3) interest, as accrued to the date of payment, (4) per diem, as accrued to the date of payment, and (5) the foreclosure processing fee in the amount of $250, which amount will increase as the foreclosure proceeding progresses. Further, payment must be made by forwarding a cashier's check payable to the* **Bali II Condominium Association, Inc.***, and drawn on a state or national bank, a state or federal credit union, or a state or federal savings and loan association, or savings bank.*

WARNING:

1. Personal checks will not be accepted. All personal checks will be returned to sender. The foreclosure of the subject timeshare will not cease.
2. Partial payments will not be accepted. Amounts have increased since the mailing of this Notice. Please contact Bali II Condominium Association, Inc., for the current cure figures. See Exhibit "A" for contact information.

NOTICE IS HEREBY GIVEN THAT THIS ACTION IS AN ATTEMPT TO COLLECT A DEBT, THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE, AND THAT THE DEBT MAY BE DISPUTED. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT THAT ANY DEBT ASSOCIATED WITH ANY ONE OR MORE OF THE LIENS DESCRIBED ON EXHIBIT 'A' HERETO MAY HAVE BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING UNDER TITLE 11 OF THE UNITED STATES CODE, PLEASE BE ADVISED THAT THIS IS AN ACTION TO COLLECT A DEBT IN REM AGAINST THE PROPERTY ENCUMBERED BY SUCH LIEN AND NOT IN PERSONAM AGAINST ANY OBLIGOR.

The Association has appointed the following Trustee to conduct the trustee's sale:

First American Title Insurance Company, duly registered in the state of Florida as an Insurance Company, 400 S. Rampart Blvd. Ste. 290 Las Vegas, NV 89145.

Date: November 14, 2016

First American Title Insurance Company

/s/ Janet Castanon
Janet Castanon, Trustee Sale Officer

Contract No: 16800748
Interval Description: Unit 731EF / Week 36 / Odd Year Biennial Timeshare Interest
Obligor(s): JOHN A. REB and GEORGETTE M. REB
Notice Address: 119 SE 18TH ST, TOPEKA, KS 66612 UNITED STATES

NOTICE OF ELECTION TO PREVENT TRUSTEE SALE

The undersigned, _____, is (are) the owner(s) of timeshare estate interest Unit 731EF / Week 36 / Odd Year Biennial Timeshare Interest at Liki Tiki Village II, a/k/a Isle of Bali II, a Condominium at 17777 Bali Blvd, Winter Garden, FL 34787.

The undersigned has received a Notice of Default and Intent to Foreclosure from First American Title Insurance Company, the Trustee. The undersigned obligor exercises the obligor's right to object to the use of the trustee foreclosure procedure contained in section 721.855, Florida Statutes.

Trustee's Address: 400 S. Rampart Blvd. Ste. 290, Las Vegas, NV 89145.

Dated: _____

_____	_____
Owner's signature	Owner's signature
_____	_____
Print Name	Print Name
_____	_____
Owner's signature	Owner's signature
_____	_____
Print Name	Print Name

Exhibit "A"

Contract No: 16800748
Interval Description: Unit 731EF / Week 36 / Odd Year Biennial Timeshare Interest
Obligor(s): JOHN A. REB and GEORGETTE M. REB
Notice Address: 119 SE 18TH ST, TOPEKA, KS 66612 UNITED STATES

Claim of Lien Recorded On:	Claim of Lien Recording Reference	Per Diem:	Default Amount:
11/10/2016	Inst:20160588346	$0.00	$ 1,435.44

***Please note the default amount does not include the foreclosure processing fees.**

Association Contact: Bali II Condominium Association, Inc., c/o Diamond Resorts Financial Services, Inc. 10600 W. Charleston Blvd. Las Vegas, NV 89135 Phone (877) 497-7521

First American

400 S Rampart Blvd Ste 290,
Las Vegas NV 89145

0100188321730215535

Transmittal

11/14/2016

Order No: FC DRI BII (Liki Tiki II) - 16800748

GEORGETTE M. REB
119 SE 18TH ST
TOPEKA KS 66612

Enclosed please find 1 attached documents.

FIRST AMERICAN TITLE INSURANCE COMPANY
VACATION OWNERSHIP SERVICES DIVISION

Page Count 2

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Trustee's Address: 400 S. Rampart Blvd. Ste. 290, Las Vegas, NV 89145.

Dated: _____

_____	_____
Owner's signature	Owner's signature
_____	_____
Print Name	Print Name
_____	_____
Owner's signature	Owner's signature
_____	_____
Print Name	Print Name

Exhibit "A"

Contract No: 16800748
Interval Description: Unit 731EF / Week 36 / Odd Year Biennial Timeshare Interest
Obligor(s): JOHN A. REB and GEORGETTE M. REB
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The Obligor has failed to pay when due the Assessments, Fees, and Taxes as assessed or advanced and is thereby in default of the obligation to pay such amounts as and when due. Accordingly, the Association did cause a Claim of Lien to be recorded in the Public Records of Orange, Florida, thereby perfecting the lien of Assessments, Fees, and Taxes pursuant to the Declaration and sections 721.16 and 192.037 Florida Statutes. See Exhibit "A" attached hereto for the recording information for each Claim of Lien and the amount secured by each Claim of Lien and the per diem amount to account for further accrual of the amounts secured by the lien.

IMPORTANT: *If you fail to cure the default as set forth in this notice or take other appropriate action with regard to this foreclosure matter, you risk losing ownership of your timeshare interest through the trustee foreclosure procedure established in section 721.855, Florida Statutes. You may choose to sign and send to the trustee the enclosed objection form, exercising your right to object to the use of the trustee foreclosure procedure. Upon the trustee's receipt of your signed objection form, the foreclosure of the lien with respect to the default specified in this notice shall be subject to the judicial foreclosure procedure only.*
You have the right to cure your default in the manner set forth in this notice at any time before the trustee's sale of your timeshare interest. If you do not object to the use of the trustee foreclosure procedure, you will not be subject to a deficiency judgment even if the proceeds from the sale of your timeshare interest are insufficient to offset the amounts secured by the lien.

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In order to be effective, the Notice of Election to Prevent Trustee Sale must be received by the Trustee at the address set forth below on or before the 30th day after the date of the Notice of Default and Intent to Foreclose.

You have a right to cure the default set forth herein by paying ***in full, on or before the 30th day after the date of this Notice****, the following amounts: (1) all past due sums, (2) costs of collection (3) interest, as accrued to the date of payment, (4) per diem, as accrued to the date of payment, and (5) the foreclosure processing fee in the amount of $250, which amount will increase as the foreclosure proceeding progresses. Further, payment must be made by forwarding a cashier's check payable to the* **Bali II Condominium Association, Inc.****, and drawn on a state or national bank, a state or federal credit union, or a state or federal savings and loan association, or savings bank.*

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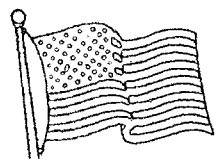
First American Title Insurance Company, duly registered in the state of Florida as an Insurance Company, 400 S. Rampart Blvd. Ste. 290 Las Vegas, NV 89145.

Date: November 14, 2016

First American Title Insurance Company

/s/ Janet Castanon
Janet Castanon, Trustee Sale Officer

John Reb
119 SE 18th St
Topeka, KS 66612



UNITED STATES POSTAGE
PITNEY BOWES
02 1P $002.41⁰
0001109747 DEC 05 2016
MAILED FROM ZIP CODE 66612

United States Attorney's Office
400 W. Washington St., Suite 3100
Orlando, FL 32801

U.S. Department of Justice
United States Attorney's Office
400 W. Washington Street
Suite 3100
Orlando, FL 32801

OFFICIAL BUSINESS

U.S. OFFICIAL MAIL
PENALTY FOR PRIVATE USE $300
US POSTAGE
$03.04⁰
FP 1ST CLASS RTL
Mailed From 32801
01/05/2017
031A 0003230307

Office of the Attorney General
135 W. Central Blvd.
Suite 1000
Orlando, Florida 32801

CS/Timesh
BA

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Harrison Richard & Cindy Last Name, First Name, Middle Initial	Diamond Resorts Int'l. Name/Firm/Company
9205 NW 70 PL Mailing Address	10600 W Charleston BL Mailing Address
Tamarac, Broward City, County	Las Vegas City, County
FL 33321 State, Zip Code	Nevada 89135 State, Zip Code
954-993-1381 Home & Business Phone, including Area Code	702 804 8600 Business Phone, including Area Code
cindyelaine78@gmail.com Email Address	Business Email or Web Address

Product or Service involved: Time Share Amount Paid: $2995.00

Date of Transaction: 2/1/17 I was contacted by: ___ Telephone ___ Mail ✓ Other

Have you retained an attorney? ☐ Yes ☐ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: State Attorney, Nevada

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☒ Yes ☐ No

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

(Cindy - 56 years old) Richard Harrison age 63

Please explain your complaint. Attach additional sheets, if necessary.

See attached

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Richard Harrison Cindy Her Date: 2/17/17

February 17, 2017

Office of Attorney General

Tallahassee, FL
and
Las Vegas, Nevada

To Whom It May Concern:

In reference to the organization Diamond Resorts International, Corporate Office: Las Vegas, Nevada, I wish to register the following:

On Saturday, February 11, my husband and I attended a presentation at their location called The Cove in Ormond Beach, Florida. The invitation stated that if we attended their presentation, we would be provided a complimentary 2 night stay at one of their resorts.

At the presentation itself, as we declined to enter into a purchase of their time share program, their representative Charley Witherspoon, made an offer of participating in what he called a Sampler Program for $30.00 a month for 18 months. He was very clear that the price for the Sampler was $30.00 a month for 18 months. With that we agreed to allow him to run a credit check. What he did without our prior knowledge or consent was open a Barclays Bank Credit card in the amount of $10,000.00 and proceeded to place a charge of $2,995.00.

I fully admit that I should not have trusted him and we should not have signed the paperwork he was zip lining in front of us after these discussions.

As I reviewed the paperwork in the evening, I found no information that detailed his verbal offer of $30.00 a month for 18 months. Remembering he mentioned Barclays Bank, I called the bank to see if there was any account that had been opened in one of our names. This is when I learned of the credit card that was opened without our prior knowledge or consent and of the charge for $2,995.00.

On Sunday, February 12, my husband and I went to their financial services office at the resort in Ormand Beach and asked for the additional paper work that we had signed, as not all the signed paperwork was given to us the day before at the end of the presentation. The vice president there at The Cove in Ormond Beach only agreed to give us the rest of the paperwork after I mentioned filing complaints with the State's Attorneys in both states.

According the contract we were given, I have since followed the stipulation in the contract that allows us to request cancellation in writing to their corporate office in Las Vegas. I have spoken with the corporate office in Las Vegas, and they have said the charges will be reversed on the credit card, and I am currently monitoring to make sure this takes place. I have also closed the account at Barclays Bank that they opened without my prior knowledge or consent.

Please see attached copy of contrast that states cancellation is allowed with 10 days from date of signing, copy of letter of cancellation and proof of cancellation letter sent on Monday, February 13 through UPS.

Sincerely,

Richard Harrison

Cindy Harrison

February 12, 2017

To Whom It May Concern:

In accordance with the attached agreement signed by your representative Charley Witherspoon of The Cove in Ormond Beach, FL, we are notifying you of our CANCELLATION of the attached agreement, plan #17705941S. The representative said one thing during the presentation about costs, but did something else entirely with our credit, including requesting a new card and placing a hold on, without ever mentioning this before he made this request.

The representatives were not direct or transparent, as stated in their own disclosure information.

They only gave us copies of all paper work we signed after I mentioned that my daughter, who is an attorney, said we need to file a complaint with the State Attorney in both Florida and Nevada.

We therefore CANCEL the attached agreement in accordance with your terms of notifying you within the 10 calendar days after the date signed. Representatives at The Cove were also notified in writing that we would be sending our cancelation notification in writing to your offices in Las Vegas, Nevada as of Monday, February 13th, 2017.

Richard Harrison

Richard Harrison

Cindy Harrison

Cindy Her

Shipment Receipt: Page #1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE:
TUES 14 FEB 2017

EXPECTED DELIVERY DATE:
WED 15 FEB 2017 10:30 AM

SHIP FROM:
CINDY HARRISON
9205 NW 70TH PL
TAMARAC FL 33321
(954) 993-1981

SHIP TO:
DIAMOND RESORTS FINANCIAL SVCS INC
10600 W CHARLESTON BLVD
LAS VEGAS NV 89135-1014
BUSINESS

SHIPPED THROUGH:
THE UPS STORE 00238
TAMARAC,FL 33321-6105
(954) 722-9404

SHIPMENT INFORMATION:
UPS NEXT DAY AIR COM
0.5 LBS ACTUAL WT (MANWT)
LTR BILLED WEIGHT
CARRIER LETTER
DECLARED VALUE = 100.00 USD
ADULT SIG REQ (W/DELV CONFIRM)
E-MAIL NOTIFICATION: SHIP,DELIVER

TRACKING NUMBER: 1Z88Y38EA264308156
SHIPMENT ID: MM1VM1YJG2GQH
SHIP REF 1: - -
SHIP REF 2: - -

DESCRIPTION OF GOODS:
DOCS

SHIPMENT CHARGES:

NEXT DAY AIR COM	43.01
SERVICE OPTIONS	6.35
FUEL SURCHARGE	2.15
CMS PROCESSING FEE	0.20
TOTAL	$51.71

COMPLETE ONLINE TRACKING: ENTER THIS ADDRESS IN YOUR WEB BROWSER TO TRACK: HTTP://THEUPSTORE.COM (SELECT TRACKING, ENTER SHIPMENT ID #) SHIPMENT QUESTIONS? CONTACT SHIPPED THROUGH ABOVE.

CUSTOMER ACKNOWLEDGEMENT: I ACKNOWLEDGE AND ACCEPT TERMS & CONDITIONS IN FORCE FOR TENDERING SHIPMENTS THROUGH THIS LOCATION AND CERTIFY THAT ADDRESS, CONTENTS AND VALUES PROVIDED FOR THIS SHIPMENT ARE ACCURATE IN ALL RESPECTS.

Signature:

SHIPMENTID: MM1VM1YJG2GQH

Powered by iShip(r)
02/13/2017 03:26 PM Pacific Time M

The UPS Store

THE SAMPLER[SM] MEMBERSHIP AGREEMENT

Date: February 11th, 2017 Plan #: **17705941S**

Name: **Richard Michael Harrison** Phone: **954-993-1381**
Name: **Cindy E. Harrison**
Address: **9205 Northwest 70th Place, Tamarac, Florida 33321** Email: **cindyelaine78@gmail.com**
(the above-named persons being collectively referred to herein as "**Purchaser**").

Number of points purchased: **15000 ("Sampler Points")**. Sampler Points are valid for **18** months from the date this agreement is signed. All of THE Sampler vacation plan membership terms and conditions are outlined in The Sampler Program Terms and Conditions ("Terms and Conditions") which is incorporated herein by this reference. Purchaser acknowledges that her or she has read and understands the Terms and Conditions.

Pursuant to the Terms and Conditions Purchaser agrees and acknowledges that all Members signing below must travel and utilize THE Sampler use period together, and attend a timeshare presentation of approximately 60 minutes during each Sampler stay. Purchaser(s) and Seller agree and confirm that this Agreement embodies the entire agreement between them related to Purchaser's purchase and financing (if applicable) of THE Sampler Membership and supersedes and replaces any and all prior negotiations, representations, agreements, and understandings, both oral and written, in connection therewith. Any amendment hereto must be in writing and agreed to by the parties. To make reservations, or if you have any questions, please call 1.888.208.6025.

PURCHASE TERMS:

Purchase Price:	**$2,995.00**	First Payment Due Date:	**March 28th, 2017**
Down Payment	**$2,995.00**	Amount of Each Payment:	**$0.00**
Amount Paid:	**$2,995.00**	**Last Payment Due Date:**	**February 28th, 2017**
Amount Due:	**$0.00 ; $0.00**	Number of Payments:	**0**
Additional Down Payment:	**$0.00**	Method of Monthly Payment:	❑ **SurePay (Credit or Debit Card)**
Balance Due:	**$0.00 - Method of Payment: ❑ All Cash ❑ Financed**		

A late fee of 10% of the payment due will be charged for all payments received 11 or more days after the scheduled payment date.

Seller agrees to finance the Balance Due (if any) as disclosed above in which there will be a finance charge and a monthly collection fee of Zero dollars ($0.00) on the financed amount, which are disclosed on the Truth-in-Lending Disclosure Statement executed simultaneously herewith and incorporated herein by this reference. Seller agrees to grant the option to cashout THE Sampler purchase with 0% interest if paid in full by March 13,2017.

AUTOMATIC PAYMENT PLAN: By completing this section, Purchaser authorizes all payments specified above to be automatically charged to:
Credit Card #: _____ **Expiration Date:** _____ **Type of Card:** _____
Name as it Appears on Card: _____ **Signature of Card Holder:** _____

If the Purchaser cancels this Agreement during the 10-day cancellation period, the Seller will refund to the Purchaser the total amount of all payments made by the Purchaser under the Agreement, reduced by the proportion of any benefits the prospective purchaser has actually received under the Agreement prior to the effective date of the cancellation.

You may cancel this contract without any penalty or obligation within 10 calendar days after the date you sign this contract. If you decide to cancel this contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation is effective upon the date sent and shall be sent to Diamond Resorts Financial Services, Inc., at 10600 West Charleston Boulevard, Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect.

If you execute a purchase contract for a timeshare interest, section 721.08, Florida Statutes (escrow accounts), will apply to any funds or other property received from you or on your behalf. Section 721.10, Florida Statutes (cancellation), will apply to the purchase and you will not be entitled to a cancellation refund of THE Sampler[sm] Membership.

In agreement to which, Purchaser(s) and an authorized representative of Seller have executed this Agreement on the date(s) indicated:

Purchaser Signature: Richard Harrison Date: _____
Printed Name: **Richard Michael Harrison**

Purchaser Signature: Cindy Harrison Date: _____
Printed Name: **Cindy E. Harrison**

Sampler Representative Signature: _____ **Sales Executive:** _____
Seller: Diamond Resorts U.S. Collection Development, LLC, 10600 West Charleston Blvd., Las Vegas, NV 89135
Diamond Resorts International Marketing, Inc. is registered with the State of Florida as Seller of Travel Registration No. ST37308.
This advertising material is being used for the purpose of soliciting the sale of a vacation ownership plan. (Rev. 4/1/15_U4182015)

Richard Harrison
9205 NW 70th Place
Tamarac, FL 33321

CINDY HARRISON
(954) 893-1381
9205 NW 70TH PL
TAMARAC FL 33321

1 LBS 1 OF 1
SHP WT: 1 LBS
DATE: 20 FEB 2017

SHIP PAM BONDI
TO: OFFICE OF ATTORNEY GENERAL
PL 01 THE CAPITOL
01 CAPITOL

TALLAHASSEE FL 32399-7021

FL 323 0-01

UPS GROUND
TRACKING #: 1Z 88Y 38E 03 3137 9623

BILLING: P/P

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Office of Attorney General
Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399

CS/timesh

February 22, 2017

Leigh and Elizabeth Hopkins

86 Old Limekiln Road

Doylestown, PA 18901

LBHOPKINS@verizon.net

Dear Sir or Madam:

I have now been trying to get out of my contract with Diamond Resorts International for three months. I have written multiple letters requesting to be released from my contract due to improprieties committed by Diamond and its employees.

Their representatives Brenda Boaz, Maria Alcaraz, and James C Bonder, made multiple promises to me in order to get a sale. All of their promises turned out to be empty, thus making my contracts a product of fraud.

In the latest letter from Diamond, Shelbey Knapp said that I cannot be released because they "have not determined that there was any misrepresentation regarding your purchases". I find this to be absurd, as I have provided her with a plethora of examples proving that I am indeed a victim of fraudulent inducement to contract.

I implore you to contact me if you need more information. I look forward to working with you in order to come to a resolution. Thank you.

Sincerely,

Leigh and Elizabeth Hopkins

December 19, 2016

Diamond Resorts U.S. Collection Members Association
10600 West Charleston Boulevard
Las Vegas, NV 89135

Leigh & Elizabeth Hopkins
86 Old Limekiln Rd
Doylestown, PA 18901

Dear Sirs:

This letter is to inform you of our dissatisfaction with your company. This feeling was crystalized when we attempted to use our points in July of 2016 for a trip to California in November. We were considering lodging, air fare and car. I was informed that we needed to pay 2017 assessment fees before we would be able to use our points.

Our "gold mine" as described to us at a meeting in Sedona was clearly only a hype. We want immediately to cancel our contract with full monetary refund. We will no longer send in any payments to Diamond International. When we have spoken with your representatives over payments due, we have been treated with reporting to credit agencies. We do not accept these threats and demand that there be no harm to our credit. We are entitled to resolution of this issue within 30 days.

Sincerely,

Leigh Hopkins
Elizabeth Hopkins

Leigh and Elizabeth Hopkins

Leigh & Elizabeth Hopkins
86 Old Limekiln Road
Doylestown, PA 18901

NASHVILLE TN 370
23 FEB 2017 PM 5 L

Economic Crimes Division
Office of the Attorney General
PL-01 The Capitol
Tallahassee, FL 32399-1050

RECEIVED
Office of the Attorney General
FEB 27 2017
Consumer Protection Division
Tallahassee

32399-029999

CS / Timeshare 9/3

Curtis Allen

1579 East Leafdale Road Hodgenville, KY 42748

Please Communicate By Email: **Curtis.Allen@mightmailserver.com**

March 16, 2017

Florida Attorney General
PL-01 The Capitol
Tallahassee, Florida 32399-1050

Reporting: Diamond Resorts International For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning, I am a resident of Kentucky, and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Diamond Resorts International, 104 Ka'anapali Shores Lahaina, Hawaii 96761.

The timeshare company's corporate office is Diamond Resorts International, 10600 West Charleston Blvd. Las Vegas, Nevada 89135.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Diamond Resorts International sales process and experience was full of *high-pressure*, *fraudulent* and *deceptive sales tactics*.

However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths*, and *outright lies*, all of which, were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Diamond Resorts International sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I hope that not only can I be helped but that many other people can be spared the *misrepresentation, sales deception, fraud and exploitation* of Diamond Resorts International.

I authorize your office to send my complaint and supporting documents to all of the above business identified in this complaint. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter. The above complaint is true and accurate to the best of my knowledge. If your office can not help me would you, please forward my information to the office who can help me. Thank you for your time and help! **Please Communicate With Me By My Email**.

Sincerely,

Curtis Allen

Curtis Allen

Please Communicate By Email: **Curtis.Allen@mightmailserver.com**

Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, Nevada 89135

After saving the money for years, we were on vacation in Maui Hawaii for our anniversary.

We were talked into just going and listening to a 90-minute presentation at Diamond Resorts. When we got there, we made very clear that at our age, we could not afford any payments. I'm retired 65 years old and my husband will retire soon.

We realize now that was the wrong thing to let the timeshare salesman know because us retiring is one thing he used to talk us into buying this timeshare. Upon checking in we were told this would only take about 90 minutes. It turned out to be several hours.

After introducing himself to us he asked us to move to another area from where we were sitting then ask us for our ID's which I thought was strange, but he said it was formality and security purposes.

When he took our ID's he looked at our ages, my wife is 7 years older than me and Jeb looked at my wife and said, **"Oh you're a cougar rocking the cradle." That statement was very embarrassing for her and totality out of line and inappropriate.**

Then he said, "**Well you only have a few good years left don't you want something like timeshare so you can go on vacation every year while you can enjoy life."**

We began to listen and after a while we told him we could not afford this. He said how do you know I have not told any prices yet.

We said it didn't matter what the price was because we would soon be living on our retirement income and we could simply not take on a payment of any kind that we would be obligated to in our retirement years especially one that would be akin to a second mortgage.

He did not listen to us and then he took us to the top floor and showed us a condo facing the ocean and asked about our family. We told him we have 8 grandkids and **he said that's ok you can bring them all just don't let the front desk see all of them because that was really to many to sleep in the rooms but people do it all the time.**

He said that our friends and family could use it anytime and they would not be charged extra to do so.

He started telling us about **Apollo was going to buy Diamond and if we purchased a timeshare it would be worth double after Apollo takes over.**

He showed us some news article regarding the buyout. We told him again we could not afford this and he excused himself again and when he came back he said the boss (I guess that the person holding our ID's) just gave him permission to double our points and that meant we could stay an extra week in Hawaii next year.

He told us the offer is only good for right now, one time offer and any other time it would have to be bought at full price.

He said, "It's not a decision, It's a Choice, "and don't you want to make good choice for your family. This sounded good and it is what I would love to do but I said again and again we simply could not afford this at our age and to try and be nice and go ahead and get out of there we told him that we would think about it.

He said, "Wouldn't you want to do anything for your grandkids and bring them with you on vacation?" he asked. That made us feel so belittled, like we didn't love our family enough to do this for them.

I know the salespeople are trained to entice individuals like us and convince them that purchasing a timeshare is in our best interest. They make you feel financially prepared even though you know in your heart that you are not.

As he talked I think his name was Jeb. He would get up to go talk to his boss. We wanted to just leave but he had taken out ID's back to where he keeps going. Just around the corner to the office we think. My wife made a comment to Jeb she was nervous and he laughed.

He would always get off the subject and talk about something else like one time he showed us pictures of his girlfriend and tell us about her and how hot she was and she and her family uses his timeshares all the time. He had brother that uses another one of his timeshare all the time.

We found out that a line of credit was opened in our names but we were never told that this was taking place.

He kept repeating "Don't you both won't a unique opportunity that can help to improve you and your family's vacation experience as well as a smart investment?"

He told us that we would need to buy at a certain level so that we would be able to get good reservations and be able to book anywhere in the world we wanted to travel and through our points we would be able to purchase airline ticket and also could rent cars using the points.

He said we could sell this anytime and all we had to do was to call the resort and they would sell it for us, or give it to our kids and they could use it for a lifetime and then give it to their kids that it is forever.

He told us because of our special deal of buying today, that the maintenance fees would never go up regardless of how long we owned it or our kids decided to own it.

He told us when we got home that we could go to our bank and refinance the timeshare just like we would do with a regular home and by doing so we could get a lower interest rate.

And whatever we paid yearly in interest we would be able to take that amount off our taxes each year.

After so many hours of being there and bombarded from him with reasons we should every time we said no, we were finally worn down because so much was told to us that we finally found ourselves saying ok.

He assured us that we were buying at the right time because of the buy-out and that we would make a big profit by taking him up on this great investment.

At this point we were so mentally beat up that we just wanted to get our ID's and get out of there. We were not given time to look over the paper work and read it and we were never, **never told we had 7 days to cancel.**

What we were told is take these papers back to your hotel and put them away and enjoy your vacation you can look this over when you get home you have plenty of time.

They knew it was only our second day of a 10-day vacation that we had been saving for years to take. Well, I did just that and after I got home and looked it over I found things I did not like and things that we never told to us.

If I had looked it over while there and within the 7 days I would have canceled this timeshare immediately. But again we told that there was no hurry to look over the paperwork.

We are writing to inform your company that we want this contract canceled because of all the lies and again we say, we cannot afford it, just like we tried to explain in the first place. Please cancel this timeshare and return to us all money that we have had to pay into your company.

Curtis and Regina Allen

curtis and regina
1579 E. LEAFDALE RD.
HODGENVILLE KY. 42748

UNITED STATES POSTAL SERVICE
1000
32399
U.S. POSTAGE
PAID
HODGENVILLE, KY
42748
MAR 18, 17
AMOUNT
$1.19
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Florida Attorney General

PL-01 The Capitol Tallahassee, Florida
32399-1050

CS/timesh
BL

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Taylor, Cynthia, L. (Last Name, First Name, Middle Initial)	Diamond Resorts (Name/Firm/Company)
5475 Greystone Drive (Mailing Address)	10600 West Charleston Blvd (Mailing Address)
Spring Hill (City, County)	Las Vegas, ~~NV~~ (City, County)
FL, 34609 (State, Zip Code)	Nevada 89135 (State, Zip Code)
352 556 4798 (Home & Business Phone, including Area Code)	(877) 787 0906 (Business Phone, including Area Code)
Cindytaylor1229@yahoo (Email Address)	www.diamondresorts.com (Business Email or Web Address)

Product or Service involved: Timeshare Amount Paid: $ 20,549

Date of Transaction: 10/21/2016 I was contacted by: ____ Telephone ____ Mail ✓ Other

Have you retained an attorney? ☑ Yes ☐ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

Please see attachment.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Cynthia L Taylor Emmitt L Taylor Date: 3/25/17

Emmitt G. and Cynthia L. Taylor
5475 Greystone Drive
Spring Hill, FL 34609
352-556-4798

March 20, 2017

Re: Diamond Resorts International

Dear Attorney General Pam Bondi:

I am writing this letter because my husband and I have been forced to attain legal representation in an attempt to cancel our timeshare contract with Diamond Resorts International. Diamond Resorts sold us timeshare points under false pretenses and have refused to negotiate a refund or cancelation of our contract. They have also refused to allow us to redeem said points without additional costs to us.

On October 21, 2016 my husband and I attended a presentation by Diamond Resorts in exchange for a 4 day 3 night stay for $129. During our presentation with Oscar Perez, he explained to us the cost effectiveness of owning a timeshare over the length of 10 years stating we would save money in the long run. After 2 hours, we expressed our disinterest stating I travel for free with work, we only live 90 minutes from Orlando, and that I do not like to stay with my family (lifelong wheelchair users) in hotels that are not adequately handicap accessible. Javier Morales stated all Diamond Resorts meet ADA standards and I pointed out that we enjoy staying at the Liki Tiki Resort however the front reception is not ADA standard. We asked to be gifted out of the presentation so we could leave. Javier appeared very annoyed and left the room. Oscar then insisted we must accompany him on a tour of Mystic Dunes before we could leave to meet the requirements of the presentation. During our tour he told to us we could stay in the exact room he was showing us for $35 per night. This really interested us because that

meant we could stay for a weekend and not have to drive back and to from our home. My husband stated that he could not read (due to a medical condition) so everything would have to be explained in detail for him to understand. Oscar then showed us how to book such room thru Club Select on his phone. We were presented with an offer that cost more than we had been led to believe. Javier ran our credit and came back with a much more appealing offer of $17,554 for 4,000 points and stated that with our credit we could get a very low rate thru the credit union. We accepted and Oscar stated that if we put our down payment on the Barclay Card we would get reward points toward our maintenance fee. Over the course of several hours, we signed and resigned paperwork with Oscar reading the highlights aloud so my husband could understand and ask any questions. About 6 hours later we finished the paperwork and were given a tablet and a $50 gift card.

In November 2016, I attempted to reserve a room at the Mystic Dunes for $35 per night via phone since I had attempted several times but could not reserve a room online as Oscar had shown us. Nicole at Diamond International gave me my account number to log on but then stated there was no way I could get a room for that rate. She stated I needed to check my legal documents for available rooms I could get, that Club Select are not Diamond properties and are all 7 night stays so I cannot book a room for just the weekend, and that standard club membership is check in Sunday with check out Friday for best rate. I expressed my displeasure about being lied to during the presentation and Nicole suggested I read my annual member benefits every year to keep up with the changes. I then pulled out our contract and read thru it in detail noting many terms to which Oscar had omitted from his explanation to us or that appeared contrary to his explanation. I left several messages for Oscar however none were returned. I then called corporate and spoke with Devan Anderson who stated that he was sorry for the inconvenience but he has never heard of Mystic Dunes marketing rooms for $35 per night except with a Marketing Package. Per Devan, I am eligible for a Marketing Package as of January 2017 once every 3 months beginning in March at select locations only but I would have to book them thru him directly. This was not the way Oscar had presented the timeshare to us. Also, I had recently received a bill from Barclay for the balance of my account which was higher

than my down payment. I called Barclay and was transferred from Kim to Andrea to Jay to a supervisor who stated the additional $50 was processed by Diamond Marketing and I would have to speak with them regarding the charge. I spoke with a rep from marketing who stated $50 was our orientation deposit and was fully refundable. I was never informed of such going on my Barclay card but after requesting it be taken off several times without success I eventually gave up and paid the balance in full. I was also informed by Barclay that the down payment was not eligible for reward points which is another thing Oscar lied to us about. A few weeks later, I attempted to reserve a 5 night stay for April. I was told that I could not reserve a stay thru the middle of the week. I once again expressed my displeasure with Diamond Resorts however nothing was resolved.

Considering all the lies and deception, my husband and I decided we had made a mistake and that Oscar had definitely deceived us into purchasing the timeshare just to make a sale. In December 2016, I received a call from Diamond requesting I pick a day for our Orientation. I expressed my great displeasure with them and was told that a lot of my questions and concerns would be addressed at the New Member Orientation. On December 19, 2016 during orientation, I spoke with Noah Knipe about how we were lied to by Javier and Oscar and that we had lost faith with Diamond. Noah stated that Oscar was probably new and that we may have misunderstood the process of booking a resort. He then stated there was no way we could get a room for $35 nor should we have been offered a contract with only 4,000 points since you can't do much with it. He even asked if the sales rep had broken up a plan for us since we had so few points to use and that the smallest plan he offers members is 7,500 points. We asked Noah what were our options to get out of the contract since we felt we had been deceived. Noah stated we really couldn't get out of our contract since the grace period had ended after 10 days. Noah went on to advise us never to take a member update since it will raise our rates and to notify a tax consultant of our purchase to see if they can write off the timeshare for us. He even suggested that my husband charge his friend for the stay we had attempted to book in April to cover the out of pocket costs. We declined those recommendations so Noah took us thru the best ways to reserve a stay and make the most of

the points we were stuck with. We stated that we were still very disappointed with Diamond and that my husband had recently been diagnosed with medical complications from past surgeries. Noah said he would see what he could do and left the room. Tim came in and apologized for all the trouble and confusion we have had and offered us a Sampler Package of 15,000 points that could be used immediately for $2,995, which would be kept in escrow and returned to us if we decided to not keep the Sampler after 18 months. After much discussion, we agreed stating this was probably the best way to turn a bad situation around with so few points and a contract we couldn't get out of. Tim completed the paperwork and assured us if we had any problems making a reservation to contact him or our personal vacation planner for assistance.

On January 25, 2017, I attempted to make 3 different reservations online thru Diamond. After several failed attempts online I called Diamond and was told I could not book a Sampler resort stay until I had paid the balance in full. I paid the balance and returned online only to find the weekends I was trying to reserve in February and March were not available in the Orlando area for several months until peak season in the middle of the summer (which would cost all of my points). I contacted Noah who told me I would have to ask for 20/20 rate which would cost me more money out of pocket. I did however find a resort in Tennessee for a week in March that I wanted but could not book. I called Diamond and spoke with Stacey again stating my profile wasn't working because it didn't show I paid in full. She corrected my profile but said I still could not book because there was no more room during the presentation I would have to attend during my stay. I called Tim stating I had already been on the phone for 4.5 hours that day and was no closer to getting a room then before I bought the timeshare. He apologized again and said there was no reason I could not stay just because of the presentation and that he would take care of it and call me back. About 20 minutes later he did call back to confirm dates and stated he was still working on it. Tim never called again. I waited 2 days before calling again and left several messages for him over the next 2 weeks. Upon recommendation from a friend I called Tim on my cell (Georgia number) again to which he did not answer and then immediately called from my home phone (Florida number) which was answered on the first

ring. He stated he did not recognize my name or my number but upon further clarification he stated that someone else from Diamond was supposed to have called me back with the reservation. He said he would find out right away what happened and call me right back. He never did but I received a call from someone else stating that the presentation was in fact full and I could not reserve the resort with my Sampler points. He said I could reserve with my standard points for May or June 2017 (peak season again) once my yearly fees were paid in full. I said no thank you and I am contacting a lawyer.

Since then I have received multiple phone calls from Diamond attempting to sell me additional or alternative promotions to which I have vehemently declined. At this time, our lawyer has stated Diamond Resorts is known for including clauses in their contracts that make it impossible to get your money back from them which is why they insist you pay in full as quickly as possible. My husband and I have lost $20,549 to a company that was deliberately misleading and has not provided us with a single service in return.

We wish to file a formal complaint against Diamond Resorts International at this time. Please let us know if there is any further information we can provide.

Sincerely,

Emmitt G. Taylor

Cynthia L Taylor

Emmitt G. and Cynthia L. Taylor

RECEIVED
2017 MAR 30 AM 8:52
ATTORNEY GENERAL'S OFFICE

Greg & Cindy Taylor
5475 Greystone Drive
Spring Hill, FL 34609

TAMPA FL 335
SAINT PETERSBURG FL
28 MAR 2017 PM 4 L

Office of Attorney General
Pam Bondi
State of Florida
PL-01, the Capitol
Tallahassee, FL 32399-1050

32399-105099

CS/Himesh
BL

Kathleen Eckert

4521 Vista Lagos Dr. Sherman, TX 75090

Please Communicate By Email: **Kathleen.Eckert@whitecloudmail.com**

March 30, 2017

Florida Attorney General
PL-01 The Capitol
Tallahassee, Florida 32399-1050

Reporting: Diamond Resorts International For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning, I am a resident of Texas and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Diamond Resorts U. S., 10600 West Charleston Blvd. Las Vegas, NV 89133.

The timeshare company's corporate office is Diamond Resorts International, 10600 West Charleston Blvd. Las Vegas, NV 89133-1014.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Diamond Resorts International sales process and experience was full of *high-pressure*, *fraudulent* and *deceptive sales tactics*.

However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths*, and *outright lies*, all of which, were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Diamond Resorts International sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I hope that not only can I be helped but that many other people can be spared the *misrepresentation, sales deception, fraud and exploitation* of Diamond Resorts International.

I authorize your office to send my complaint and supporting documents to all of the above business identified in this complaint. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter. The above complaint is true and accurate to the best of my knowledge. If your office can not help me would you, please forward my information to the office who can help me. Thank you for your time and help! **Please Communicate With Me By My Email**.

Sincerely,

Kathleen Eckert

Kathleen Eckert

Please Communicate By Email: **Kathleen.Eckert@whitecloudmail.com**

Diamond Resorts International

10600 West Charleston Blvd.

Las Vegas, Nevada 89135-1014

Dear Diamond Resorts International,

In November 2014, we went to Las Vegas, NV for a vacation. We were celebrating my husband's 70th birthday, We stayed at the Polo Towers Resort. Once we got all checked in, on our way to our suite, we were told that there was an owner update meeting and were told we had to attend to get the most from our timeshare.

They told us that there had been a lot of changes and wanted to inform us of these changes and tell us how to better use our timeshare points to our advantage. They offered an incentive gift of show tickets for attending. It was strongly emphasized that it was not a sales presentation, only informative. We were told it would only be 90 minutes.

We were there for over 4 hours!

The sales representative, Patricia Saxonis, and her manager went over our account and told us that the sales people in Hawaii had done the contract all wrong and that we should have never been enrolled in the Hawaii Collection, but needed to be in the U.S. Collection instead.

It would have to be all redone.

We said numerous times that we did not wish to purchase any more points, as we had done that while in Hawaii earlier that year. Patricia left to talk to her manager, and another sales person, her name Angela Eicke, they all came back to the table with her, insisted that for us to get the most benefit we should be at the Gold Level and it was only a small of amount of points that were needed to get us there.

They showed us lots of hand drawn graphs, diagrams, and pictures showing how it would increase the benefits available to us considerably to go to the next Gold Level and that we would have preference to booking availability.

We wanted time to think about this, we felt high pressured. intimidated and overwhelmed.

We were told that the offer would only be good right then and that if we did not take advantage of the offer, the price would go up tomorrow. They offered to pay our Interval Exchange fees for us. After hours and much, much persuasion, they wore us down and we finally succumbed to the unbearable pressure and agreed to the points.

We could not afford the money they were asking and lacked the means for the $2000 additional down payment so they open two Barclay Band Visa accounts, one for each of us, to put the $2000 on. This in itself has put a horrible hardship on us as we told them it would at the time.

We were told about this, but were reluctant, Patricia said that we would get points on these cards, as they we reward cards. That we could use the rewards on these cards to put towards our Maintenance fees. But that was a lie. We later discovered that the initial charges were not eligible for reward points. LIE AFTER LIE AFTER LIE.

As part of the HIGH PRESSURE sales pitch, they told us many things that we latter learned were not true.

1) We were told that we would have a personal contact that we could work with when planning trips. That person was to help us use our points for any, and all vacations and travel. This was a lie. There was not a dedicated individual or contact, just whoever answered the phone. Always, I was on hold for a minimum of 30 minutes each, and every time, I would call Diamond Resorts.

2) We were told that we could use our point to purchase cruises. When I called to book, I found out that there were very limited cruises to choose from and that it would take a considerable amount of points as well as a lot cash. For the amount of cash required, I was able to book outside of the timeshare for less cash, still keeping points for hopefully later uses.

3) When I tried to purchase airline tickets, I was told the I could only use the point during a certain time frame and that I was outside of that frame, therefore, I would not be able to use my points. We were never told that. I was also told that it would be less expensive to book through the timeshare travel agents. That was absolutely a lie. The truth is, it was much more expensive.

4) We were told that the resorts were exclusive to members only. We saw that the resorts are available to the general public anytime, at very reasonable prices through various booking websites, but we still had to be maintenance fees as members.

5) We were told that the resort or representatives of the resort would resell our timeshare in the future if we so desired. Another LIE. We tried this, THEY REFUSED!

6) We were told we could write off the timeshare interest and/or the timeshare payments on our taxes since it was a mortgage. They promised that we would have a lot of tax advantages by becoming a timeshare owner.

7) We were told that we could refinance our timeshare with other banks and get a lower interest rate. This is not true, banks want a collateral, it would have to be a personal loan with higher interest.

8) We were told that our prices and terms of ownership/membership where something that later turned out to be another LIE.

8) We were told that we could easily rent the timeshare for a profit and could earn enough in rental income to pay the maintenance fees, purchase price and other costs.

10) We were told we could sell the timeshare at any time for a profit because timesharing is real estate, and it goes up in value. WRONG! Just another lie.

11) We were told that friends and family could use our timeshare in our place without any additional fees. NOT TRUE!

12) We were told that with what we were buying, we would be able to exchange resort locations at any time and go anywhere (with or without fees). A LIE.

13) They promised that we would always be able to vacation in a specific location, Las Vegas, NV. That we would get perferred treatment, we didn't. ANOTHER LIE! Many times there was no availability to us, however on travelocity there was availablity to the public.

14) We were told that the maintenance fee would not increase. ANOTHER LIE! It has increased almost $1000.00

15) We were told that the timeshare was a real estate investment and any year we didn't want to use it, we could rent it and make a profit. DOESN'T HAPPEN. ANOTHER LIE!

16) They told us the deed/timeshare was a "trade-in" and/or had "built-in equity" that's why the price was so low for us, but we had to buy today. ANOTHER LIE. There is no built-in equity, because timeshare in a worthless product which you already knew when you were pitching your lies to us, using the high-pressure sales tactics that you used on us.

17) We were not given time to read over the contract. They just said sign here, sign here, etc. We felt very pushed and overwhelmed. After signing their contact, they handed us a bag with an eighty five page bound booklet in it. This booklet contains the requirements from the state of Nevada Law Regulating Timeshare Sales. On the cover in red letters the booklet says to not sign any documents until this booklet had been read. We received this booklet ***after*** signing. They did not even give us an opportunity to look through this bag and they acted as though it was not of any great importance.

18) They made oral promises that were not included in the paperwork and the written contract, including fees and obligations in the contract that, were never mentioned orally.

Buying this timeshare from your company has been the worst thing we have ever done because of the high-pressure, intimidation and the misrepresentation, deception and flat out lies that were told to us.

We are seniors and we don't believe that it is legal to use these scam tactics that your company let their salespeople use on us.

We demand this contract be canceled and the money you took from us returned. We want no association with a company that stoops to this low to try and scam people in the twilight years of their life and put terrible financial burdens on them that they can in no way afford.

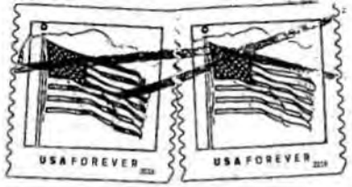
Shame on you.

So I say again, CANCEL THIS CONTRACT and refund all of our money!

Kathleen Eckert

RECEIVED
2017 APR -7 AM 9:00
ATTORNEY GENERAL'S OFFICE

Robert & Kathleen Eckert
4521 Vista Lagos Drive
Sherman, TX 75090



Florida Attorney General
PL-01 The Capitol
Tallahassee, Florida
32399-1050

CS| Timeshare
QB

Steve P. Pelak
9 Summit Street
Bonne Terre, MO 63628
314-882-5430

To whom it may concern, 4/05/2017

We are reaching out to your company today to inform you of the treatment we have endured as timeshare owners with Diamond Resorts International. We became owners initially in 2003 and can genuinely say we were quite pleased for several years until recently when we noticed several changes that were taking place within Diamond as well as the lies and misleading information we've been told for years. We realized we've been taken advantage of not only as owners, but as human beings. We knew several of the Diamond employees on a first name basis and considered them friends. It's disheartening to realize what this has all become.

Finally, enough was enough and we sent two letters, one from myself and one from my wife, to Diamond Resorts expressing our frustration and requests for full contractual cancellation as well as a refund of the money we have invested for years. This was on January 20th of this year and since then we have sent additional letters with no real response from Diamond that was in any way helpful or even showed they cared about us or the valid concerns and complaints we were expressing.

As we mentioned, we are reaching out to you today to inform you of our situation and ask for your assistance in receiving cancellation of all contracts to our name and a refund of the money we have paid into Diamond since 2003. We are including the letters we have sent to Diamond since this past January when we began this dispute. We also have a recording of an update presentation from May of 2016 with Jeremy at Diamond that shows just how mislead we've been throughout our ownership and expresses how truly upset it has made us. If you provide an email address back we would be more than happy to provide this recording.

Please let us know if there is anything else you may need that could be beneficial in our case. Thank you so much for your time and consideration in this matter and we hope to hear back from you soon.

Sincerely,

Steve and Rosemary Pelak

Steve P. Pelak
9 Summit Street
Bonne Terre, MO 63628
314-882-5430

1/3/2017

Diamond Resorts International,

This letter is to inform you that we no longer desire any ties or contracts/memberships w/your corporation.

We are also requesting that DRI refunds all that we have invested since our initial ownership

We have ceased all payments to Diamond Resorts Financial Services.

Here are the reasons for the above decisions:

1. In the past two years we have noticed many changes which were/are NOT for the betterment of DRI. The staff attitude has become low class which is not acceptable.
2. The staff actually talk negatively regarding DRI right to us and tell us that DRI do not care about them anymore.
3. The rooms/units are never impeccable as they used to be. The knowledge of the concierge staff has diminished terribly.
4. The tactics used to draw us, even as platinum members, to a "update meeting" have flared us to heights we never dreamed would happen. The pushy & rude sales tactics are out of control. Even Stephen Cloobeck saw these tactics I'm talking about on "Undercover Boss".
5. DRI is JUST NOT what it was when we purchased. Not even close!
6. The straw that broke the camel's back was in May of 2016 when we were pushed & tempted three times to attend a update meeting at The Suites at Fall Creek in Branson, MO. When we checked in at the front desk we were asked if we would like to attend a update meeting. We said "no". The next morning we were called twice. One the second call my wife agreed for us to attend. I was not in agreement with her decision but I still went to the meeting. As we sat down for this meeting it became quite obvious that a "update" was not where this salesman was going with this meeting. He immediately started telling us that we needed more points. We immediately disagreed and told him "no". After about 45 minutes of listening to him he realized that we were not going to purchase any more points and he introduced us to another salesman. This salesman then started telling us that we needed to upgrade into a higher level of membership, adding more points due to our current membership would not allow our beneficiaries to opt out of ownership if/when we die & they would be forced to pay all charges/fees. This went on for about an hour. We were stunned & very upset! We both looked at each other and couldn't believe what we were being told. We still told the salesman that we would not be upgrading our membership. At that time this salesman told us that he would bring in a person to get us "checked out" & "signed off" that we could go about our vacation with our awaiting family. A very nice gentleman by the name of Randy Ripple sat down and introduced himself and asked if we needed anything from the snack area. He then started talking about another option to eliminate the responsibilities of the beneficiaries and opened a book to paragraph "# 17.2/Transferring or Gifting Points". We questioned him intensely if this was also for our current platinum membership and not only for "The Sampler". He assured us that this

pertained not only to "The Sampler" but also for our current platinum membership. He then circled paragraph # 17.2, dated it, & signed it stating that he guaranteed us that this was all legitimate and that our current platinum membership was included in this guarantee, that the beneficiaries would NOT be responsible for fees/charges if we were to die if we were to purchase "The Sampler". "He stated that it was "the other option to eliminate the responsibilities of beneficiaries rather than upgrading our current platinum membership" and that he circled, dated, & signed it "as a confirmation that this was true & accurate". We discussed it & decided to purchase "The Sampler". We were then told that the contract would be mailed to us within two weeks & that all documents regarding the beneficiaries would be in the new contract. Randy Rippie thanked us and told us that he would get going on the documents for us to sign right away. We finally were "Checked out/Signed out" and were able to leave the "update meeting" which was not a "update meeting" at all. We were really looking forward to hearing about all the new changes and resort purchases, which was never discussed. The only purpose that DRI had in mind for this meeting was to sell us a new package/more points. We walked out of there very upset and did not enjoy the remainder of our vacation, in fact this meeting became the topic for the remaining time at this resort and on the way home and was very frustrating. After four weeks waiting on the new contract that had not been received I contacted Randy Rippie only for him to tell me to be a little more patient and that the contract would arrive soon. After another week, now five weeks from the purchase of "The Sampler", I called Randy Rippie again and urged him to contact the necessary people/department to have the new contract expedited. This time he stated that there was "nothing to worry about and that the beneficiaries would never have to take responsibility of our platinum membership if we were to pass away". On August 8, 2016, Randy Ripple texted me a phone number telling me to call this number to get help if I still needed it. He also texted me "but if you need more help send me a message". I texted him back letting him know that "I will need to talk to you. Please CALL me the day you return back to The Suites at Fall Creek at 314-882-5430". He texted back "Okay I'll be back on Sunday so I'll call you on Monday am". This was all texted on 8/8/16. I never received a call from Randy Ripple so I decided to wait a week hoping that he would get back with me. He never did. On August 15, 2016, I texted him regarding his not getting back with me. The next day, 8/16/16, he texted me a picture of "The Sampler Benefits Bylaws paragraph # 17.2." The same paragraph that we have which was circled, dated, & signed by Randy Rippie the day we purchased the sampler as a guarantee statement that this was also included in our current platinum membership. He also texted "the same bylaws are in our members rights and you will receive the new 2017 benefits book before the end of the year". We have never received this book! On Sept. 9, 2016, I drove down to Branson, MO, to speak face-to-face with Randy Rippie. I texted him to let him know that I was there. He texted me back to come see him the following day because he was not there at this time. When I approached him the following day he did not recognize me. I introduced myself & he acted surprised to see me. He guided me to a cubicle in a separate room off to the side. He again told me that there was nothing to worry about and that due to Appulo buying out DRI that things were taking longer than normal. He asked to be excused and that he was going to go talk to an associate of his regarding this. About 20 minutes went by so I decided to get up and walk out into the open area where the snack bar was. As I walked towards the snack bar I looked over to me right only to find Randy having coffee with a couple of gentlemen and laughing. When he saw me he waved and walked towards me. We sat back down and he told me to contact his supervisor, John Lawyor, on Monday. I was obvious that nothing was going to get

resolved on this day with Randy Rippie. On Monday, Sept. 12, 2016, I contacted John Lawyor. John assured me that there was nothing to worry about and the everything that Randy Rippie had stated was true and correct regarding the beneficiaries not being responsible for charges/fees on our current platinum membership now that we had purchased "The Sampler". He told me that if I had my doubts that I should have contacted him much sooner. I explained to him that this was the first time that his name had been given to me. He became quite rude and irritated. After that conversation, I decided to make contact with DRI in Las Vegas, NV. I spoke with a lady by the name of JOY. She asked me how she could help. I explained to her the reason we were sold The Sampler package. She seemed stunned and immediately asked me to repeat myself, so I did. We spoke in depth for quite some time. She told me that she had been in sales with DRI for a number of years before her current position and had never heard of this and that this was not correct, and then asked me to hold on while she talked with her supervisor. I was on hold for quite some time. When she returned to the phone, she asked if she could return the call the next day and wanted to look into this much further. I agreed and we ended the call. The next day when she called back she immediately apologized and informed me that we had been victoms of wrong doing. She informed me that a email had been sent out to the necessary people at The Suites at Fall Creek Resort in Branson, MO, telling them to send a "request to eliminate" The Sampler contract and refund us the purchase price of $ 2,995.00. I thanked her and she told me to contact her if I needed any further assistance. It took over a month for The Sampler to be eliminated from the computer system under our account. I took another two weeks for purchase price to be refunded to us.

7. We can in NO WAY, SHAPE, OR FORM, be part of a organization/corporation that forcefully sells bogus contracts to great members!!! Platinum members at that!!!
8. Now we wonder how many other members that this has been done to, and worse yet, not even realize that it has happened.
9. We are VERY saddened that Diamond Resorts International have allowed things like this to happen, especially to us. We looked forward so much going on vacation in the past, but to realize what we were a member of has taken every bit of that joy away from us and our family. I just pray that we can overcome our heartache and continue one day with the joy that we once had. Diamond Resorts International, you should be very ashamed of yourselves and repent at once!!!

We request that our credit not be harmed in any way and we also request that this all be resolved within 30 days from receiving this letter.

Regretfully,

Steve P. Pelak
9 Summit Street
Bonne Terre, MO 63628
314-882-5430

Rosemary Pelak
9 Summit St.
Bonne Terre, MO 63628
314-913-3548

1/3/2017

Diamond Resorts International,

I am writing this letter to inform you that we no longer want any dealings with your corporation. This includes contracts, memberships, or any other ties to your corporation. We are also requesting that we are refunded all that we have invested into the corporation since our original sign-on date by Diamond Resorts International.

We have ceased all payments to Diamond Resorts Financial Services.

The reasoning behind this decision follows:
-There have been many changes that wasn't the standard when we bought into DRI.
-Staff is different. Staff used to be customer focused and professional. Again, not the standard as originally.
-Accommodations aren't as clean or maintained as they used to be.
-The manipulation, dishonesty, & poor tactics in the sales people have made me very angry so much that I do not want to be a part of this system any longer.
-Steve and I feel incredibly stupid that we fell into & were suckered into this time share corporation. When we invested hard earned dollars towards an investment, which was never to be what you promised, in addition thinking we had a legitimate vacation package to leave to our beneficiaries that they would be able to enjoy with their families and again not what was promised.
-I feel this whole system is a terrible money making scam on people.

Regretfully,

Rosemary Pelak
9 Summit St.
Bonne Terre, MO 63628
314-913-3548

Steve P. Pelak
9 Summit Street
Bonne Terre, MO 63628
314-882-5430

Diamond Resorts International, 1/18/2017

You will be seeing two letters coming from my family very soon, but considering how displeased and quite disgusted we are with your company, here is another one.

As you will see within your records, we initially became owners in 2003. Since then we have given in six different times to the flat out lies you people call "upgrades". In reality, what you are doing is stealing. It makes us sick to our stomachs going over the numbers of what we have paid into this company. And for what?? We sat in rooms with your employees for hours and hours listening to their rehearsed mumbo jumbo. They're brainwashed into believing what they're telling people is true. We wish we had seen through the bull a long time ago. Shame on us for trusting and believing in Diamond and the people who work there. Not anymore. You have pissed off one family that will not stop until we see the resolution we are demanding.

We want you people to realize how completely and utterly disgusted we are. We thought of Diamond Resorts as a home, a community. We knew people by their names and vice versa. We have family members that have been on vacations with us and sat through these presentations and saw first hand the treatment, the high pressure sales, the misleading information, and they have already said they would be more than happy to write up their own letters of what they experienced. We also have a recording of one of your salesman giving us all the reasons why we should buy into an upgraded package, and the measures and manipulations he goes through to sell us. We have no problem sending this recording to any company we can find through out the country who would find this useful in helping stop the way you treat people. Last but certainly not least, we have a text message conversation with another one of your salesmen, conning and manipulating us into a sampler package. We have solid proof of the sales tactics your company uses on people, and we do not agree with them.

We want our contracts and ownership CANCELLED in full. We want EVERY single penny back that was wasted on your lies. It's evident that you people have no regards for the concerns or feelings of others, and we will not stand for it any longer. We would like a written formal response to our requests as soon as possible.

Steve P. Pelak
pelakstevep@gmail.com

Steve P. Pelak
9 Summit Street
Bonne Terre, MO 63628
314-882-5430

Diamond Resorts International, 2/09/2017

To help keep you up to date, we have reached out to your company three separate times since January 16th with multiple letters. All of which stated our request for complete contractual cancellation and a refund of the money we have wasted over the past several years. Well, it seems in true Diamond fashion, the only time anyone has even reached out was to get payments from us. Not one email or letter has been sent to us in regards to our complaints, concerns, or requests. As if your manipulative sales tactics weren't enough, your genuine disregard for the feelings of your owners has been perfected as well.

I'm not sure what else we could say that hasn't already been said. We are genuinely so disappointed with this company. It's disheartening to give so much to a company and then feel completely taken advantage of. If only you knew the amount of times we would check into a Diamond resort for our vacation and overhear employees bad mouthing the very company they work for. We have even had some speak to us directly about how they have been treated and how dishonest of a company Diamond Resorts is. We wanted to believe more and better than that, but it seems we were proven wrong.

We want our contracts and ownership cancelled in FULL and a monetary refund. We would also greatly appreciate it if someone from Diamond Resorts International would reach out to us and respond to our letters in writing. You will continue to hear from us.

Steve P. Pelak
pelakstevep@gmail.com

RECEIVED
2017 APR 17 AM 9: 18
ATTORNEY GENERAL'S OFFICE

Pelak
9 Summit St.
Bonne Terre, MO 63628

stamps.com
$1.50 0
US POSTAGE
FIRST-CLASS
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FROM 37204
B22300.15
stamps.com

Office of Attorney General - Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, FL 32399

CS/timeshare
AR

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms/Mrs./Mr. Evans Wendelin J. (Last Name, First Name, Middle Initial)	Diamond Resorts International (Name/Firm/Company)
5702 Bower Lane (Mailing Address)	P.O. Box 8526 (Mailing Address)
Columbia Boone (City, County)	Coral Springs Broward (City, County)
MO 65201 (State, Zip Code)	FL 33075-8526 (State, Zip Code)
573-808-5125 (Home & Business Phone, including Area Code)	702 684-8000 (Business Phone, including Area Code)
evanswj@mchsi.com (Email Address)	www.diamondresort.com (Business Email or Web Address)

Product or Service involved: timeshare Amount Paid: $ 129,000

Date of Transaction: 11/21/2010 - 5/16/16 I was contacted by: ____ Telephone ____ Mail X Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: MO ATTORNEY GENERAL & AZ ATTORNEY GENERAL

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☒ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

69 yr old widow who has been deceived and victimized since November 2010 thru May 2016 by Diamond Resorts International (DRI). When I was first approached, my husband had recently died and I was and continue to be on anti-depressants and anti-anxiety medications. I was unable to say no to these coercive sales people. Mostly, it was just me with one or two men aggressively cajoling me to buy.

I paid approximately $117,550 over time to purchase a total of 40,000 points.

In addition, I paid $11,543 in maintenance over this time period. The maintenance fees were never mentioned during the presentations. The last maintenance fee was $6,948 which I refused to pay and started the proceedings to extricate myself from this situation.

Why did I keep buying points? Because I was trying to make it "right". Each time I was told that I just needed more points to get the greatest benefit. From the first purchase of 4000 points for $15,000 that I made at the Ridge of Sedona Golf Resort, Village of Oak Creek, AZ, I thought I would be able to take a nice trip with my family. But 4000 was not enough to go where I wanted to go at the times when my family and I could go due to work and/or no occupancy to the places we wanted to visit. I later found out that I had no priority because I needed many more points.

An example of what I consider fraud happened in January 2015 at Scottsdale Village Mirage. I had to attend another "Update". At that time I was encouraged to purchase a Sampler. This was described as a trial program that allowed you 15,000 points for a designated period to experience what it is like to be a Gold or Platinum owner. The salesman finally convinced me to purchase the Sampler. So reluctantly I paid $2,695 for the Sampler. When I left the conference room, I had an absolutely sinking feeling. Immediately, I went back into the conference room and told them I didn't want the Sampler. He told me there was no right of rescission, cancellation or refund for the Sampler and showed me where it was on the contract I had signed. I never saw this nor was it ever mentioned. Later the only way I could keep from losing the $2,695 was to use it as the down payment for 5000 additional points at a total cost of $10,825. Sadly, I was in so deep.

In January 2016 I visited Mystic Dunes in Celebration, FL. Once again I was required to go to an Update. I first told a young man I absolutely did not want to buy even though he promised me that I would be able to vacation on the Gulf. When I convinced him I did not want to buy, an older heavy set man took over and continued to pressure me. I finally agreed to buy but when I got back home I rescinded my purchase. It was easier to do that than to fight them off in person.

When I was in Branson, MO and purchased 21,000 points (trying to get to the magic 40,000 points) for $55,750, it was because I was told that the points could be used for car rental and any hotel I wanted to stay in and for flights. Since my adult children and families are scattered all over the US, I thought this would really be great. When I tried to make these arrangements using my points, I was told that they no longer offered car rental and the hotel I wanted to stay in was not on their list. What list??? When I tried to make arrangements for a flight to visit my brother in Charlotte in October, 2016, I was told that I could only make flight reservations in the reservation flight window which is January to June.

I know I went along with them way too long but they always tried to explain how all my concerns would be solved if I would just buy more points. I was naive and being an RN I have always thought the best of people. This is all detailed in the attached.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Wendelin J Evans Date: 6/10/2017

Enclosures

A. Evans sent certified letter to Diamond Resorts International in Orlando, Fl received at 1:12PM February 6, 2017 – NO RESPONSE
B. Evans sent certified letter to Diamond Resorts International in Las Vegas, NV received at 10:41 February 7, 2017 – NO RESPONSE
C. DRI Suspension Notice dated March 29, 2017 delivered April 10, 2017
D. Evans sent certified letter to Coral Springs, FL – the address where the Suspension Notice was generated. It was received April 24, 2017
E. Email from Brandi Alexander, DRI Senior Specialist received May 23, 2017 at 8:52PM
F. Evans response to her email May 24, 2017 3:05PM
G. Email bounce back from Brandi Alexander at May 24, 2017 at 3:05PM stating that she was out of the office until 5/30/17
H. Evans sent "to whom it may concern" requesting a response to my email on May 24, 2017 at 3:24PM – NO RESPONSE

6/6/2017 WJE

Certified letter received in FL
at 1:12Pm Feb.6, 2017

Wendelin Joan Evans
5702 Bower Lane
Columbia, MO 65201
573-817-1234

Diamond Resorts International
Client Services
RE: Contract Dispute
8415 S. Park Cir. #150
Orlando, FL. 32819

Account # 9-11514228

To Whom It May Concern,

I am writing to you under the provisions of Florida Deceptive and Unfair Practices Act, **Stat. §§ 501.201 through 501.213,** the Nevada Deceptive Trade Practices N.R.S. 598.0903, and Missouri Merchandising Practices Act Mo.Ann.Sta. **§ 407.020**, each of which define and prohibit a wide scope of consumer fraud to include misrepresentation.

I am writing to request relief as outlined in these statutes.

The following is a summary of my involvement with DRI and a recounting of the unfair and deceptive trade practices used by representatives of your organization to entice me further and further into debt.

Statement of Wendelin Joan Evans:

I have such remorse for ever getting involved with Diamond Resorts International (DRI). Life could have been so much simpler, so much less stressful and so much less financially devastating. My single goal to get involved with DRI was to be able to take my adult children and grandchildren on vacations and be able to enjoy these vacations with them. It certainly has not worked out as I had hoped or envisioned or, more importantly, had been promised by DRI.

Let me first digress. In November 2010 - my first DRI purchase - I was 62 yrs. old, a widow and working at University of Missouri Sinclair School of Nursing as a clinical instructor. In 2007 when my husband went into congestive heart failure and subsequently died, I was unable to sleep and did not want to even get up out of bed. I started seeing a psychiatrist and due to depression, he prescribed Lexapro (escitalopram) 20mg daily – an anti-depressant. I have tried to quit taking this medication but have found that due to persistent depression, I must continue taking. In the fall of

2014 my primary care physician prescribed Klonopin (clonazepam) .5mg to take twice a day as needed for anxiety. This is in addition to the anti-depressant.

In the fall of 2015 I again talked with my primary care physician because of my increased depression and anxiety and difficulty sleeping. He started me on Deplin (L-methylfolate) which is a derivative of folate (vitamin B9) that is used in the treatment of depression. All three of these medications I continue taking to this day.

In November 2010 I was visiting my sister over Thanksgiving break from the University of Missouri. My sister lives in Sedona, AZ. We were planning to go hiking and stopped in a snack shop in Village of Oak Creek (VOC). VOC also happens to be where the Ridge on Sedona Golf Resort is located – a DRI property. There was a young man in the snack shop who asked us if we wanted to take a ride in a Pink Jeep – an off-road tour into Sedona's outback. I had always wanted to do this so I asked how much it would cost. He responded that "it would cost me nothing" because all I had to do was listen to a short presentation – "**no pressure and that was it**." This would be my first timeshare presentation so I had no idea what to expect.

The next day following the Pink Jeep Ride we met in a large conference room at the Golf Resort. I absolutely had no intentions of buying a timeshare but, of course, I was committed to the presentation only. The salesperson was a pleasant woman that my sister had previously met in Sedona so it did not feel as contentious as the other sales presentations that I would soon experience. I still didn't have any plans to buy but she continued to tell me all the amazing benefits, vacations opportunities while showing me glossy pictures of beautiful beaches I could visit. That is when I started thinking how nice it would be if I could take my adult children and grandchildren on vacations and DRI seemed like the way I could do it. I was quite nervous at the thought of spending $15,000 but I thought I could make it work. In addition, I was still working and lacked flexibility in my schedule to take off whenever I wanted. Little did I know till later when I started trying to book vacations that I realized that I did not even have enough points to go to these places I most wanted to visit.

Prior to the next time that I bought points, I took my son, my daughter-in-law and the 2 granddaughters to Disney World in Orlando by way of the Dream Holiday which was given as a "gift" for buying the points. This was in January 2012 and was during Christmas break. We had a wonderful time and this was the only time that I was not required to attend an Update. As you can see it was over a year before I could get away on a trip. As a working widow, I did not have the flexibility to just leave anytime. In addition, I did not want to travel by myself. In fact, I lost points in 2012 because I could not find the time or/and the place to vacation. That is why I went to Cabo St. Lucas with Interval International.

The next time I went to a DRI property was July 2014. Once again I scheduled my vacation in Sedona and stayed at the Ridge on Sedona Golf Resort. By then I realized how limited my travels would be with only 4000 points. The need for a certain number of points to provide choices was never shared with me during the initial presentation. I simply thought that spending $15,000 would

get me and my family where I wanted to go. Because I knew that I did not have enough points to travel where I wanted and really didn't have the time and flexibility to travel, I decided I must not purchase any more points because they did not work with my situation. Upon arrival at the Ridge I was told that I must attend an "Update". I was told this would be a short meeting but instead it lasted for 4 hrs. And I missed my golf tee time.

When I got to the conference room, I was assigned to a male customer representative from Iran. During this presentation I was by myself and the pressure was much greater than the first time around because from the get-go I had decided not to purchase any additional points and I made that clear. For that reason I believe they pushed harder. I began to feel more anxious as the pressure from the salesman increased. There was a second man involved who backed him up and told me how I needed to buy more points and how much it would increase my benefits. Finally, I agreed but this time I only purchased 2500 points. I was so exhausted from this grilling that I went back to my room and went to bed. I experienced a great deal of anxiety and knew that I should not have agreed to buy the points but even more important was for me to get out of the situation.

In January 2015 during my Christmas break from the University of Missouri I checked in to the Scottsdale Villa Mirage - Diamond Resorts located in Scottsdale, AZ. I was once again by myself. Again, I was told that I had to go to another "Update". I was determined not to buy points and felt angry that I even had to attend. During the presentation I had successfully said "no" to the first female saleswoman and she left but apparently sent the second salesperson – a male – to talk with me. I explained to him how unhappy I was with DRI. I had not been able to schedule a vacation with my kids to Wolf Lodge in Kansas City, Missouri or Traverse City Michigan or Orange Beach, in Alabama. In addition, I explained I was a widow and didn't want to travel alone and was still working making it difficult to plan trips especially when DRI never had availability for the places I wanted to go. The salesman continued to push and finally convinced me to purchase the Sampler. This was described as a trial program that allowed you 15,000 points for a designated period to experience what it is like being a Gold or Platinum owner. He said that this would allow me access to these places and I would be able to see the great benefits of additional points. That has never happened but he did convince me it would. So I paid $2,695 for the Sampler. When I left the conference room, I had an absolutely sinking feeling. Immediately, I went back into the conference room and told them I didn't want the Sampler. They told me there was no right of rescission, cancellation or refund for the Sampler and showed me where it was on the contract I had signed. At the time of purchase, this was not explained to me. I had no idea this was in the contract and much of my effort was just trying to hold myself together during their push to get me to buy. I really didn't want to buy it but I was so anxious that all I wanted to do was get out of the uncomfortable situation. However, they assured me I wouldn't lose the money but rather it would be rolled into a future purchase of DRI points. Oh, great. So to keep from losing this money I would need to buy more points.

On March 3, 2015 I made another purchase via phone. Why would I do this? Now I realized that I could not get my $2,695 back. So instead of just losing the $2695, I ended up using it as the down

payment for 5000 additional points at a total cost of $10,825. Obviously, I did not understand the Sampler from the get-go. Of course, I had not had time to use my Sampler points because I was back teaching so the Sampler did me no good. Since I had not used the Sampler, Thomas Kwok from the DRI home office called to see if I wanted to convert my Sampler into 5000 points. I really wanted to cry and was in a panic. Lose $2,695 or spend an additional $8,130 for 5000 points.

No, I did not want to do that and I explained once again all the reasons why not – I was a widow and did not want to travel alone, I was working and could not leave during the school year, I had been unable to get into any of the resorts I wanted. In the end I purchased the points to keep from losing the money. I was overwhelmed with anxiety and wondered how I could ever find value in what I had purchased.

In July 2015 I took my son, daughter-in-law and 2 granddaughters to Branson, MO. We stayed at the Suites of Fall Creek which was the least desirable DRI property I had stayed in to date. Once again I was required to attend an "Update". I told them I had no interest in going to an update but, of course, I had no choice. They put me in a room with a male sales rep and I told him I did not want an update. I told him I was angry because he was only going to try to sell me more points and I had as many points as I was going to purchase. He left the room and in a few minutes a woman by the name of Kim Wilson entered and asked me to follow her to her office. She seemed kind and interested in my complaints. I explained to her about my concerns. Then she told me that she used to work at Wyndham Timeshares and that DRI was a better company. She talked a lot about herself and how successful she has been in this industry. This meeting went on for approximately 4 hrs. She spent part of her time reassuring me that I had made a good purchase buying DRI points. She also explained to me all the ways I could use my points that I had never heard of before. She said I could stay at any hotel of my choosing. It did not have to be a DRI property and I was only to turn in the receipt for my stay and DRI would reimburse me. I could also schedule flights and it need not be to a DRI property. I would only need to submit my bill and this, too, would be reimbursed. She also said that car rental would also be reimbursed. She seemed kind, sincere and informative which made me really start trusting her. I had never heard about any of this. Finally, I thought that I might really be able to use my points. She explained that unless I had at least 30,000 points, I really didn't have much opportunity to go to the places I was most interested. Then she explained that the real goal was to have 50,000 points. It finally dawned on me that what she was saying was that the most popular properties were not even available unless you had a certain level of points. At that point I had only 9,000 points. She convinced me that I needed 21,000 more points to open opportunities and gain the amazing benefits I was looking for. All of a sudden I was agreeing to spend $55,750 which would give me a total of 30,000 points. Because of the benefits she promised me, I was not as anxious as I had been during previous purchases. She gave me her number and told me to call her anytime I had problems getting anything done. (She did call me a week later to see how I was doing but, of course, I was getting ready to begin teaching again in August so I did not have time to try out all the benefits. I tried to call her 2 times but was never able to get ahold of her.) One thing she did that was very odd is without even asking my permission, she opened a Diamond Resorts

International® MasterCard® - BarclayCard for me. I know she didn't ask me because I always put everything on my Southwest cards to accumulate air miles. She left the room and brought out a receipt charging my new credit card with $10,000 which was the down payment for the $55,750 purchase. Was that even legal? Also, when your representative signed me up for the Barclay's credit card to finance the purchase, you violated the Truth in Lending Act by not informing me of pertinent details of the cost of such credit. We are in the process of disputing the entire Barclay's account, as we also disputing our contract with you. I should have asked about it at the time but I didn't. The anxious feeling was beginning to return. Was everything she told me really true? I was so depressed that once again I caved in.

When I got home, I took out a home equity loan at 4% for the remainder of this purchase. For the year of 2016 I paid $1, 364 in interest. The $10,000 down payment I transferred to a no interest credit card and then eventually paid it off.

In the fall of 2015 I had planned to fly to Minneapolis to visit my son and family for Thanksgiving and then planned to rent a car. I called DRI to clarify the instructions for a car rental. At that time DRI told me they no longer offered that service. What was I to believe? Is this company honest or a bunch of scam artists? Within 2 months of Kim telling me about the car rental, it was no longer available.

In January 2016 I went to Mystic Dunes in Celebration, FI to vacation. Once again I was told that there was an "Update". I told them that I just bought 21,000 points in July 2015 and that I did not need an update. I told them that I had a golf tee time at 10AM and needed to be out of there so I could play golf. Of course, that did not happen. I missed the tee time completely. Once again I was getting pressure to buy 10,000 more points so that I could truly get all the amazing benefits. This was a big well-muscled swarthy young man who was not going to take no for an answer. I kept telling him no....finally, he brought in an older heavier set man to continue to pressure me to buy. Probably more than anything I just wanted to get out of there because I had heard this all before. I finally agreed to the purchase of 10,000 points at $27,100 with a $3500 down payment knowing that I just had to get out of there. It was so uncomfortable because I did not feel that these 2 men would let me say no. When I got back to my room, I was shaking. On January 6, 2016 I sent a letter to the DRI Financial Services cancelling the contract.

In January 2016 I was making reservations for our family reunion in Hannibal, MO for the 4th of July. I called DRI using the Platinum Line to clarify the instructions that Kim Wilson gave me for the reimbursement for a motel rental on a non-DRI property. The woman on the line admitted that DRI does that and asked me the name of the motel which was the Sleep Inn. Then she asked me to wait a minute so that she could check on something. When she returned, she said "I am sorry but it is not on our list for reimbursement." I told her that the sales rep in Branson did not tell me about a list but that any motel would be reimbursed. Then she said "well, I am so sorry". End of conversation. Unbelievable but not considering what I had experienced.

On May 16, 2016 a girlfriend and I went to Polo Towers in Las Vegas. Another update! Once again another male representative. We went through the same discussions that I had previously had with other sales reps. I really did not feel that I was getting my money's worth from DRI because I was a widow who did not like to travel alone; I still worked and did not have the flexibility to travel, etc. Finally, I told him that I just wasn't going to buy any more points. Then he said that he would be right back, and then in comes his manager. They said they knew I had cancelled my contract in January and they could offer me a much better deal. Instead of $27,100 for 10,000 points, they would offer me the 10,000 points for $22,745 - $5,000 less. He then told me how important it was for me to get to 40,000 points in order to gain access to the places where I wanted to vacation. I was beaten down and said yes but for $5000 less than in Mystic Dunes. I knew I had been taken so many times but somehow I thought if I would just buy more like they suggested that I would finally have opportunities for wonderful vacations.

In July 2016 I returned to Sedona so I could visit my sister. This time I stayed at another DRI property – Sedona Summit. Of course, another update! I spent hours at this update but this time I decided that I would say yes and just cancel it. It was easier to cancel than to tell these people NO. They would not accept no and would just start in again from another angle. So on July 31, 2016 I cancelled the contract.

In October 2016 I called the DRI Platinum line to find out how to make flight reservations that DRI would reimburse. I was planning to go to Charlotte, NC for Christmas and also make reservations for a DRI property in Daytona Beach, FL for July 2017. The woman said that I could only make reservations in the reservation flight window which is January to June. Unbelievable! I just quit questioning because I was fed up with how I have been treated. DRI makes all their services either difficult or impossible to utilize. I had also looked at cruises that I might want to go on and I could not find a single available cruise that did not require additional money such as $3000 to $4000 in addition to the points. That prompted me to look for cruises on my own. I found a 7-night Eastern Caribbean Cruise from Miami on the Norwegian cruise line for $709 in May 2017. In December 2016 I got a maintenance fee bill for $6,900. That was it. I was done.

Currently, I have 98,400 points for 2017 and 40,000 points for 2018. If DRI had been the least bit ethical they would have realized that I could not use all these points because of my situation. Someone might ask "how could you throw away all these points?" It is simply not worth the depression and anxiety that it has created trying to use them. All I really wanted to do was to take my family on a nice vacation once a year. Even with the many points I have, I would still have to pay additional dollars which I do not have because I have spent it all buying these worthless points. I am sad, frustrated and depressed. I want out of this scam operation. Two weeks ago I booked a condo using my own money – no points - in July 2017 at Gulf Shores, AL where I have always wanted to take my family. My son, daughter-in-law, granddaughters and I will be staying at a nice condo right on the beach for 7 days/nights at $1500.

End of Statement

Also, when your representative signed me up for the Barclay's credit card to finance the purchase, you violated the Truth in Lending Act by not informing me of pertinent details of the cost of such credit. We are in the process of disputing the entire Barclay's account, as we also disputing our contract with you.

In summary, during each and every presentation, I was subjected to coercion and your representatives' stubborn refusal to take no for an answer. I felt abused, extremely anxious and, at times frightened. Ultimately, I based my decision to buy your service on the oral representations of your salespeople who acted with scienter. They told me a variety of lies and misrepresentations in order to entice and to unduly convince me to make these purchases; therefore, there could never have been any meeting of the minds, and, as you must know, mutual assent is vitiated by such actions as fraud, undue influence, duress, coercion, misrepresentation, and/or other prohibited practices in violation of the FTC's Unfair and Deceptive Trade Practices Act.

Fla. Stat. Ann. §§ 501.204 broadly prohibits unfair or unconscionable acts, as well as prohibiting deceptive acts.

Fla. Stat. Ann. §§ 501.204 (1) (b) grants equitable relief.

Fla. Stat. Ann. §§ 501.204 (1) (b) grants restitution for consumers.

Fla. Stat. Ann. §§ 501.2075 allows awards for civil penalty.

Mo. Ann Sta. § 407.025 (1) grant punitive damages and attorney's fees.

I have suffered injury or loss of money in the amount of $95,000.

This letter serves as my request for the following relief:

Pending dispute resolution, I demand an immediate suspension of my account so that there is no accrual of interest, and no late payment charges, or any other penalties are assessed related to nonpayment, and that there should be no negative credit bureau reports issued during the pendency of this dispute. I am also demanding the full and complete cancellation of my contracts with your company, and expect a reasonable refund of monies paid less the cost of goods and services used thus far.

Under the provisions of Florida Deceptive and Unfair Practices Act, **Stat. §§ 501.201 through 501.213**, and Nevada Deceptive Trade Practices **N.R.S. § 598.0903,** I am providing you with the opportunity to make a written offer of settlement of this claim within 30 days. If you fail to make a good faith offer of settlement in response to this request, and I institute legal action, under Fla. Stat. Ann. § 501.207(1)(b)/(c) a court may grant me equitable relief and restitution, and your company may face civil penalties under Fla. Stat. Ann. § § 501-2075 ($10,000 per violation if

willful). Under NV **§ 598.0973, a** court may access civil and punitive penalties if directed against the elderly, in addition to attorneys' Fees. **Under Missouri statutes for elder abuse, your company could face criminal prosecution.**

If an equitable and fair resolution cannot be obtained through this correspondence, I will be seeking to file a civil action against your company under Missouri Revised Statutes, Chapter 565. Offenses Against the Person, Section 565.184, as follows:

Abuse of an elderly person, a person with disability, or a vulnerable person--penalty.

565.184. 1. A person commits the offense of abuse of an elderly person, a person with a disability, or a vulnerable person if he or she:

(1) Purposely engages in conduct involving more than one incident that causes emotional distress to an elderly person, a person with a disability, or a vulnerable person. The course of conduct shall be such as would cause a reasonable elderly person, person with a disability, or vulnerable person to suffer substantial emotional distress; or

(2) Intentionally fails to provide care, goods or services to an elderly person, a person with a disability, or a vulnerable person. The result of the conduct shall be such as would cause a reasonable elderly person, person with a disability, or vulnerable person to suffer physical or emotional distress; or

(3) Knowingly acts or knowingly fails to act in a manner which results in a substantial risk to the life, body or health of an elderly person, a person with a disability, or a vulnerable person.

2. The offense of abuse of an elderly person, a person with a disability, or a vulnerable person is a class A misdemeanor. Nothing in this section shall be construed to mean that an elderly person, a person with a disability, or a vulnerable person is abused solely because such person chooses to rely on spiritual means through prayer, in lieu of medical care, for his or her health care, as evidence by such person's explicit consent, advance directive for health care, or practice.

I may be reached at the address written above. I look forward to hearing from you.

Sincerely,

Wendelin Joan Evans

Cc: Debra Johnson, Esq.

visiting friends in Florida

SARASOTA
1661 RINGLING BLVD
SARASOTA
FL
34230-9998
1184300300
02/03/2017 (800)275-8777 12:12 PM

Product Description	Sale Qty	Final Price
First-Class Mail Letter	1	$0.70
(Domestic)		
(ORLANDO, FL 32819)		
(Weight:0 Lb 1.60 Oz)		
(Expected Delivery Day)		
(Monday 02/06/2017)		
Certified	1	$3.35
(@@USPS Certified Mail #)		
(70160910000115456639)		
Non Mach. Surch.	1	$0.21
First-Class Mail Letter	1	$0.70
(Domestic)		
(LAS VEGAS, NV 89135)		
(Weight:0 Lb 1.70 Oz)		
(Expected Delivery Day)		
(Monday 02/06/2017)		
Non Mach. Surch.	1	$0.21
Certified	1	$3.35
(@@USPS Certified Mail #)		
(70160910000115456646)		
Affixed Postage	1	($0.49)
(Affixed Amount:$0.49)		
Total		$8.03
Credit Card Remitd		$8.03
(Card Name:VISA)		
(Account #[redacted]		
(Approval #:07659D)		
(Transaction #:491)		

FL DEL 2/6/17 1:12 PM

LV. DEL 2/7/2017 10:41

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit USPS.com USPS Tracking or call 1-800-222-1811.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail

USPS Tracking® Results

FAQs > (http://faq.usps.com/?articleId=220900)

Track Another Package +

Remove X

Tracking Number: 70160910000115456639

Delivered

Expected Delivery Day: Monday, February 6, 2017

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
February 6, 2017, 1:12 pm	**Delivered, Left with Individual**	**ORLANDO, FL 32819**

Your item was delivered to an individual at the address at 1:12 pm on February 6, 2017 in ORLANDO, FL 32819.

February 6, 2017, 4:22 am	In Transit to Destination	
February 4, 2017, 9:56 pm	Departed USPS Facility	ORLANDO, FL 32862
February 4, 2017, 8:54 am	Arrived at USPS Facility	ORLANDO, FL 32862

See More

Available Actions

See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (http://faq.usps.com/?articleId=220900)

Wendelin Joan Evans
5702 Bower Lane
Columbia, MO 65201
573-817-1234

Certified letter received in Las Vegas
at 10:41AM Feb. 7, 2017

Diamond Resorts International
Client Services
RE: Contract Dispute
10600 W. Charleston Blvd,
Las Vegas, NV. 89135

Account # 9-11514228

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Let me first digress. In November 2010 - my first DRI purchase - I was 62 yrs. old, a widow and working at University of Missouri Sinclair School of Nursing as a clinical instructor. In 2007 when my husband went into congestive heart failure and subsequently died, I was unable to sleep and did not want to even get up out of bed. I started seeing a psychiatrist and due to depression, he prescribed Lexapro (escitalopram) 20mg daily – an anti-depressant. I have tried to quit taking this medication but have found that due to persistent depression, I must continue taking. In the fall of 2014 my primary care physician prescribed Klonopin (clonazepam) .5mg to take twice a day as needed for anxiety. This is in addition to the anti-depressant.

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In November 2010 I was visiting my sister over Thanksgiving break from the University of Missouri. My sister lives in Sedona, AZ. We were planning to go hiking and stopped in a snack shop in Village of Oak Creek (VOC). VOC also happens to be where the Ridge on Sedona Golf Resort is located – a DRI property. There was a young man in the snack shop who asked us if we wanted to take a ride in a Pink Jeep – an off-road tour into Sedona's outback. I had always wanted to do this so I asked how much it would cost. He responded that "it would cost me nothing" because all I had to do was listen to a short presentation – "no pressure and that was it." This would be my first timeshare presentation so I had no idea what to expect.

The next day following the Pink Jeep Ride we met in a large conference room at the Golf Resort. I absolutely had no intentions of buying a timeshare but, of course, I was committed to the presentation only. The salesperson was a pleasant woman that my sister had previously met In Sedona so it did not feel as contentious as the other sales presentations that I would soon experience. I still didn't have any plans to buy but she continued to tell me all the amazing benefits, vacations opportunities while showing me glossy pictures of beautiful beaches I could visit. That is when I started thinking how nice it would be if I could take my adult children and grandchildren on vacations and DRI seemed like the way I could do it. I was quite nervous at the thought of spending $15,000 but I thought I could make it work. In addition, I was still working and lacked flexibility in my schedule to take off whenever I wanted. Little did I know till later when I started trying to book vacations that I realized that I did not even have enough points to go to these places I most wanted to visit.

Prior to the next time that I bought points, I took my son, my daughter-in-law and the 2 granddaughters to Disney World in Orlando by way of the Dream Holiday which was given as a "gift" for buying the points. This was in January 2012 and was during Christmas break. We had a wonderful time and this was the only time that I was not required to attend an Update. As you can see it was over a year before I could get away on a trip. As a working widow, I did not have the flexibility to just leave anytime. In addition, I did not want to travel by myself. In fact, I lost points in 2012 because I could not find the time or/and the place to vacation. That is why I went to Cabo St. Lucas with Interval International.

The next time I went to a DRI property was July 2014. Once again I scheduled my vacation in Sedona and stayed at the Ridge on Sedona Golf Resort. By then I realized how limited my travels would be with only 4000 points. The need for a certain number of points to provide choices was never shared with me during the initial presentation. I simply thought that spending $15,000 would get me and my family where I wanted to go. Because I knew that I did not have enough points to travel where I wanted and really didn't have the time and flexibility to travel, I decided I must not purchase any more points because they did not work with my situation. Upon arrival at the Ridge I was told that I must attend an "Update". I was told this would be a short meeting but instead it lasted for 4 hrs. And I missed my golf tee time.

When I got to the conference room, I was assigned to a male customer representative from Iran. During this presentation I was by myself and the pressure was much greater than the first time

around because from the get-go I had decided not to purchase any additional points and I made that clear. For that reason I believe they pushed harder. I began to feel more anxious as the pressure from the salesman increased. There was a second man involved who backed him up and told me how I needed to buy more points and how much it would increase my benefits. Finally, I agreed but this time I only purchased 2500 points. I was so exhausted from this grilling that I went back to my room and went to bed. I experienced a great deal of anxiety and knew that I should not have agreed to buy the points but even more important was for me to get out of the situation.

In January 2015 during my Christmas break from the University of Missouri I checked in to the Scottsdale Villa Mirage - Diamond Resorts located in Scottsdale, AZ. I was once again by myself. Again, I was told that I had to go to another "Update". I was determined not to buy points and felt angry that I even had to attend. During the presentation I had successfully said "no" to the first female saleswoman and she left but apparently sent the second salesperson – a male – to talk with me. I explained to him how unhappy I was with DRI. I had not been able to schedule a vacation with my kids to Wolf Lodge in Kansas City, Missouri or Traverse City Michigan or Orange Beach, in Alabama. In addition, I explained I was a widow and didn't want to travel alone and was still working making it difficult to plan trips especially when DRI never had availability for the places I wanted to go. The salesman continued to push and finally convinced me to purchase the Sampler. This was described as a trial program that allowed you 15,000 points for a designated period to experience what it is like being a Gold or Platinum owner. He said that this would allow me access to these places and I would be able to see the great benefits of additional points. That has never happened but he did convince me it would. So I paid $2,695 for the Sampler. When I left the conference room, I had an absolutely sinking feeling. Immediately, I went back into the conference room and told them I didn't want the Sampler. They told me there was no right of rescission, cancellation or refund for the Sampler and showed me where it was on the contract I had signed. At the time of purchase, this was not explained to me. I had no idea this was in the contract and much of my effort was just trying to hold myself together during their push to get me to buy. I really didn't want to buy it but I was so anxious that all I wanted to do was get out of the uncomfortable situation. However, they assured me I wouldn't lose the money but rather it would be rolled into a future purchase of DRI points. Oh, great. So to keep from losing this money I would need to buy more points.

On March 3, 2015 I made another purchase via phone. Why would I do this? Now I realized that I could not get my $2,695 back. So instead of just losing the $2695, I ended up using it as the down payment for 5000 additional points at a total cost of $10,825. Obviously, I did not understand the Sampler from the get-go. Of course, I had not had time to use my Sampler points because I was back teaching so the Sampler did me no good. Since I had not used the Sampler, Thomas Kwok from the DRI home office called to see if I wanted to convert my Sampler into 5000 points. I really wanted to cry and was in a panic. Lose $2,695 or spend an additional $8,130 for 5000 points.

No, I did not want to do that and I explained once again all the reasons why not – I was a widow and did not want to travel alone, I was working and could not leave during the school year, I had

been unable to get into any of the resorts I wanted. In the end I purchased the points to keep from losing the money. I was overwhelmed with anxiety and wondered how I could ever find value in what I had purchased.

In July 2015 I took my son, daughter-in-law and 2 granddaughters to Branson, MO. We stayed at the Suites of Fall Creek which was the least desirable DRI property I had stayed in to date. Once again I was required to attend an "Update". I told them I had no interest in going to an update but, of course, I had no choice. They put me in a room with a male sales rep and I told him I did not want an update. I told him I was angry because he was only going to try to sell me more points and I had as many points as I was going to purchase. He left the room and in a few minutes a woman by the name of Kim Wilson entered and asked me to follow her to her office. She seemed kind and interested in my complaints. I explained to her about my concerns. Then she told me that she used to work at Wyndham Timeshares and that DRI was a better company. She talked a lot about herself and how successful she has been in this industry. This meeting went on for approximately 4 hrs. She spent part of her time reassuring me that I had made a good purchase buying DRI points. She also explained to me all the ways I could use my points that I had never heard of before. She said I could stay at any hotel of my choosing. It did not have to be a DRI property and I was only to turn in the receipt for my stay and DRI would reimburse me. I could also schedule flights and it need not be to a DRI property. I would only need to submit my bill and this, too, would be reimbursed. She also said that car rental would also be reimbursed. She seemed kind, sincere and informative which made me really start trusting her. I had never heard about any of this. Finally, I thought that I might really be able to use my points. She explained that unless I had at least 30,000 points, I really didn't have much opportunity to go to the places I was most interested. Then she explained that the real goal was to have 50,000 points. It finally dawned on me that what she was saying was that the most popular properties were not even available unless you had a certain level of points. At that point I had only 9,000 points. She convinced me that I needed 21,000 more points to open opportunities and gain the amazing benefits I was looking for. All of a sudden I was agreeing to spend $55,750 which would give me a total of 30,000 points. Because of the benefits she promised me, I was not as anxious as I had been during previous purchases. She gave me her number and told me to call her anytime I had problems getting anything done. (She did call me a week later to see how I was doing but, of course, I was getting ready to begin teaching again in August so I did not have time to try out all the benefits. I tried to call her 2 times but was never able to get ahold of her.) One thing she did that was very odd is without even asking my permission, she opened a Diamond Resorts International® MasterCard® - BarclayCard for me. I know she didn't ask me because I always put everything on my Southwest cards to accumulate air miles. She left the room and brought out a receipt charging my new credit card with $10,000 which was the down payment for the $55,750 purchase. Was that even legal? Also, when your representative signed me up for the Barclay's credit card to finance the purchase, you violated the Truth in Lending Act by not informing me of pertinent details of the cost of such credit. We are in the process of disputing the entire Barclay's account, as we also disputing our contract with you. I should have asked about it at the time but I didn't. The anxious feeling was beginning to return. Was everything she told me really true? I was so depressed that once again I caved in.

When I got home, I took out a home equity loan at 4% for the remainder of this purchase. For the year of 2016 I paid $1, 364 in interest. The $10,000 down payment I transferred to a no interest credit card and then eventually paid it off.

In the fall of 2015 I had planned to fly to Minneapolis to visit my son and family for Thanksgiving and then planned to rent a car. I called DRI to clarify the instructions for a car rental. At that time DRI told me they no longer offered that service. What was I to believe? Is this company honest or a bunch of scam artists? Within 2 months of Kim telling me about the car rental, it was no longer available.

In January 2016 I went to Mystic Dunes in Celebration, FI to vacation. Once again I was told that there was an "Update". I told them that I just bought 21,000 points in July 2015 and that I did not need an update. I told them that I had a golf tee time at 10AM and needed to be out of there so I could play golf. Of course, that did not happen. I missed the tee time completely. Once again I was getting pressure to buy 10,000 more points so that I could truly get all the amazing benefits. This was a big well-muscled swarthy young man who was not going to take no for an answer. I kept telling him no....finally, he brought in an older heavier set man to continue to pressure me to buy. Probably more than anything I just wanted to get out of there because I had heard this all before. I finally agreed to the purchase of 10,000 points at $27,100 with a $3500 down payment knowing that I just had to get out of there. It was so uncomfortable because I did not feel that these 2 men would let me say no. When I got back to my room, I was shaking. On January 6, 2016 I sent a letter to the DRI Financial Services cancelling the contract.

In January 2016 I was making reservations for our family reunion in Hannibal, MO for the 4th of July. I called DRI using the Platinum Line to clarify the instructions that Kim Wilson gave me for the reimbursement for a motel rental on a non-DRI property. The woman on the line admitted that DRI does that and asked me the name of the motel which was the Sleep Inn. Then she asked me to wait a minute so that she could check on something. When she returned, she said "I am sorry but it is not on our list for reimbursement." I told her that the sales rep in Branson did not tell me about a list but that any motel would be reimbursed. Then she said "well, I am so sorry". End of conversation. Unbelievable but not considering what I had experienced.

On May 16, 2016 a girlfriend and I went to Polo Towers in Las Vegas. Another update! Once again another male representative. We went through the same discussions that I had previously had with other sales reps. I really did not feel that I was getting my money's worth from DRI because I was a widow who did not like to travel alone; I still worked and did not have the flexibility to travel, etc. Finally, I told him that I just wasn't going to buy any more points. Then he said that he would be right back, and then in comes his manager. They said they knew I had cancelled my contract in January and they could offer me a much better deal. Instead of $27,100 for 10,000 points, they would offer me the 10,000 points for $22,745 - $5,000 less. He then told me how important it was for me to get to 40,000 points in order to gain access to the places where I wanted to vacation. I was beaten down and said yes but for $5000 less than in Mystic Dunes. I knew I had been taken so many times but somehow I thought if I would just buy more like they suggested that I would finally have opportunities for wonderful vacations.

In July 2016 I returned to Sedona so I could visit my sister. This time I stayed at another DRI property – Sedona Summit. Of course, another update! I spent hours at this update but this time I decided that I would say yes and just cancel it. It was easier to cancel than to tell these people NO. They would not accept no and would just start in again from another angle. So on July 31, 2016 I cancelled the contract.

In October 2016 I called the DRI Platinum line to find out how to make flight reservations that DRI would reimburse. I was planning to go to Charlotte, NC for Christmas and also make reservations for a DRI property in Daytona Beach, FL for July 2017. The woman said that I could only make reservations in the reservation flight window which is January to June. Unbelievable! I just quit questioning because I was fed up with how I have been treated. DRI makes all their services either difficult or impossible to utilize. I had also looked at cruises that I might want to go on and I could not find a single available cruise that did not require additional money such as $3000 to $4000 in addition to the points. That prompted me to look for cruises on my own. I found a 7-night Eastern Caribbean Cruise from Miami on the Norwegian cruise line for $709 in May 2017. In December 2016 I got a maintenance fee bill for $6,900. That was it. I was done.

Currently, I have 98,400 points for 2017 and 40,000 points for 2018. If DRI had been the least bit ethical they would have realized that I could not use all these points because of my situation. Someone might ask "how could you throw away all these points?" It is simply not worth the depression and anxiety that it has created trying to use them. All I really wanted to do was to take my family on a nice vacation once a year. Even with the many points I have, I would still have to pay additional dollars which I do not have because I have spent it all buying these worthless points. I am sad, frustrated and depressed. I want out of this scam operation. Two weeks ago I booked a condo using my own money – no points - in July 2017 at Gulf Shores, AL. My son, daughter-in-law, granddaughters and I will be staying at a nice condo right on the beach for 7 days/nights at $1500.

End of Statement

Also, when your representative signed me up for the Barclay's credit card to finance the purchase, you violated the Truth in Lending Act by not informing me of pertinent details of the cost of such credit. I am in the process of disputing the entire Barclay's account, as I am also disputing my contract with you.

In summary, during each and every presentation, I was subjected to coercion and your representatives' stubborn refusal to take no for an answer. I felt abused, anxious and, at times frightened. Ultimately, I based my decision to buy your service on the oral representations of your salespeople who acted with scienter. They told me a variety of lies and misrepresentations in order to entice and to unduly convince me to make these purchases; therefore, there could never have been any meeting of the minds, and, as you must know, mutual assent is vitiated by such actions as fraud, undue influence, duress, coercion, misrepresentation, and/or other prohibited practices in violation of the FTC's Unfair and Deceptive Trade Practices Act.

Fla. Stat. Ann. §§ 501.204 broadly prohibits unfair or unconscionable acts, as well as prohibiting deceptive acts.

Fla. Stat. Ann. §§ 501.204 (1) (b) grants equitable relief.

Fla. Stat. Ann. §§ 501.204 (1) (b) grants restitution for consumers.

Fla. Stat. Ann. §§ 501.2075 allows awards for civil penalty.

Mo. Ann Sta. § 407.025 (1) grant punitive damages and attorney's fees.

I have suffered injury or loss of money $95,000.00.

This letter serves as my request for the following relief:

Pending dispute resolution, I demand an immediate suspension of my account so that there is no accrual of interest, and no late payment charges, or any other penalties are assessed related to nonpayment, and that there should be no negative credit bureau reports issued during the pendency of this dispute. I am also demanding the full and complete cancellation of my contracts with your company, and expect a reasonable refund of monies paid less the cost of goods and services used thus far.

Under the provisions of Florida Deceptive and Unfair Practices Act, **Stat. §§ 501.201 through 501.213**, and Nevada Deceptive Trade Practices **N.R.S. § 598.0903,** I am providing you with the opportunity to make a written offer of settlement of this claim within 30 days. If you fail to make a good faith offer of settlement in response to this request, and I institute legal action, under Fla. Stat. Ann. § 501.207(1)(b)/(c) a court may grant me equitable relief and restitution, and your company may face civil penalties under Fla. Stat. Ann. § § 501-2075 ($10,000 per violation if willful). Under NV **§ 598.0973, a** court may access civil and punitive penalties if directed against the elderly, in addition to attorneys' Fees. **Under Missouri statutes for elder abuse, your company could face criminal prosecution.**

If an equitable and fair resolution cannot be obtained through this correspondence, I will be seeking to file a civil action against your company under Missouri Revised Statutes, Chapter 565. Offenses Against the Person, Section 565.184, as follows:

Abuse of an elderly person, a person with disability, or a vulnerable person--penalty.

565.184. 1. A person commits the offense of abuse of an elderly person, a person with a disability, or a vulnerable person if he or she:

(1) Purposely engages in conduct involving more than one incident that causes emotional distress to an elderly person, a person with a disability, or a vulnerable person. The course of conduct shall be such as would cause a reasonable elderly person, person with a disability, or vulnerable person to suffer substantial emotional distress; or

(2) Intentionally fails to provide care, goods or services to an elderly person, a person with a disability, or a vulnerable person. The result of the conduct shall be such as would cause a reasonable elderly person, person with a disability, or vulnerable person to suffer physical or emotional distress; or

(3) Knowingly acts or knowingly fails to act in a manner which results in a substantial risk to the life, body or health of an elderly person, a person with a disability, or a vulnerable person.

2. The offense of abuse of an elderly person, a person with a disability, or a vulnerable person is a class A misdemeanor. Nothing in this section shall be construed to mean that an elderly person, a person with a disability, or a vulnerable person is abused solely because such person chooses to rely on spiritual means through prayer, in lieu of medical care, for his or her health care, as evidence by such person's explicit consent, advance directive for health care, or practice.

I may be reached at the address written above. I look forward to hearing from you.

Sincerely,

Wendelin Joan Evans

Cc: Debra Johnson, Esq.

visiting friends in Florida

SARASOTA
1661 RINGLING BLVD
SARASOTA
FL
34230-9998
1184300300
02/03/2017 (800)275-8777 12:12 PM

Product Description	Sale Qty	Final Price
First-Class Mail Letter	1	$0.70
(Domestic)		
(ORLANDO, FL 32819)		
(Weight:0 Lb 1.60 Oz)		
(Expected Delivery Day)		
(Monday 02/06/2017)		
Certified	1	$3.35
(@@USPS Certified Mail #)		
(70160910000115456639)		
Non Mach. Surch.	1	$0.21
First-Class Mail Letter	1	$0.70
(Domestic)		
(LAS VEGAS, NV 89135)		
(Weight:0 Lb 1.70 Oz)		
(Expected Delivery Day)		
(Monday 02/06/2017)		
Non Mach. Surch.	1	$0.21
Certified	1	$3.35
(@@USPS Certified Mail #)		
(70160910000115456646)		
Affixed Postage	1	($0.49)
(Affixed Amount:$0.49)		
Total		$8.03
Credit Card Remitd		$8.03
(Card Name:VISA)		
(Account #[redacted])		
(Approval #:07659D)		
(Transaction #:491)		

FL DEL 2/6/17 1:12 PM

LV. DEL 2/7/2017 10:41

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit USPS.com USPS Tracking or call 1-800-222-1811.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail

USPS Tracking® Results

FAQs > (http://faq.usps.com/?articleId=220900)

Track Another Package +

Remove X

Tracking Number: 70160910000115456646

Delivered

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
February 7, 2017, 10:41 am	**Delivered, Left with Individual**	**LAS VEGAS, NV 89135**

Your item was delivered to an individual at the address at 10:41 am on February 7, 2017 in LAS VEGAS, NV 89135.

February 7, 2017, 4:03 am	In Transit to Destination	
February 6, 2017, 4:03 am	Departed USPS Destination Facility	LAS VEGAS, NV 89199
February 5, 2017, 3:34 am	Arrived at USPS Destination Facility	LAS VEGAS, NV 89199

See More

Available Actions

See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (http://faq.usps.com/?articleId=220900)

Diamond Resorts U.S. Collection Members Association
PO Box 8526
Coral Springs FL 33075-8526

— C —

March 29, 2017

VIA CERTIFIED AND REGULAR MAIL

▲112710_01_002232
Wje 2012 Revocable Trust Dated 05/16/2012
Wendelin Joan Evans
5702 Bower Ln
Columbia MO 65201-5197

DIAMOND RESORTS U.S. COLLECTION MEMBERS ASSOCIATION

SUSPENSION NOTICE

Re:	Diamond Resorts U.S. Collection Members Association ("Association")
Membership Number:	2161513
Delinquent Amount:	$9,036.65 as of the above date

According to the Assessment Billing and Collection Policy ("ABC Policy") sent to you with your original invoice (a copy of which is attached for your convenience), your annual assessment was due January 1, 2017 and to date, we have not received your payment.

The following will happen if you do not bring your account current within 30 days from the date of this notice.

A. Your right to make a reservation, or use the accommodations and facilities at the resort(s), or through exchange companies, will be suspended.

B. If the account remains in default 30 days from the date of this notice, the Association may take any necessary action to collect the unpaid assessments and dues together with late fees and interest. At that time, any reservations held in your name will be cancelled. These actions may include but are not limited to the following: (i) Send the delinquent account to an attorney, which will result in additional collection and legal fees; (ii) Engagement of a professional collection agency: (iii) Recovery of points through enforcement of its security interest and termination of membership.

Your options to remedy the default are:

Option 1 Immediately bring your account current (please call 1.877.374.2582 for a current balance prior to sending payment) or provide satisfactory evidence of prior payment of the assessment. After the account is brought current, rights and privileges of your membership will be reinstated.

Please write your contract number on the check to ensure proper application of the payment and remit your payment to the address listed below. You may also pay by check or credit card over the phone or online at DiamondResorts.com.

Option 2 Allow your account to remain delinquent and the Association will recover the Points through enforcement of its security interest, and terminate your membership. **No further notice will be sent.**

We understand that this delinquency may have been an oversight, if that is the case; we apologize for any inconvenience this letter may have caused. If you have made a recent payment, please disregard this letter or visit DiamondResorts.com to verify that your account balance reflects recent payments. If you find your balance is incorrect, please contact us immediately at 1.800.279.7764.

If you are in the process of transferring ownership, please send an e-mail to Inventory@DiamondResorts.com or fax at 1.702.765.8770 to the attention of Pending Transfers to ensure proper documentation has been received.

Sincerely,

Diamond Resorts Management, Inc., on behalf of
Diamond Resorts U.S. Collection Members Association

DIAMOND RESORTS U.S. COLLECTION MEMBERS ASSOCIATION
2017 ASSESSMENT BILLING AND COLLECTION POLICY

The following was adopted by the Board of Directors for 2017.

ASSESSMENT BILLING

Assessment invoices are included with this policy. Should you not receive an assessment notice, it does not relieve you of your responsibility for timely payment. It is up to the member to request a notice if not received and/or notify the Association of any address change.

JANUARY 1 – PAYMENT DUE

Note: A $30.00 charge will be added to the member's account for any payment that is dishonored for any reason. Payment is considered late after January 25 per the Association documents.

JANUARY 26 – LATE FEE ASSESSMENT

The following charges will be added to all delinquent accounts:

1. An interest charge of 18% per annum from the due date.
2. An administrative late fee of $25.00.

FEBRUARY 15—SUSPENSION NOTICE

Management will send a final notice on **February 15** advising the amount outstanding, and that if the account is not paid in full by **March 17**, the account is delinquent and will/may be submitted for collection action resulting in additional collection fees. Pursuant to the governing documents and applicable law, the notice may also state that Suspension of Use Rights will/may result if the account is not paid in full by **March 17**. **No further notice will be sent out after February 15.**

MARCH 17—SUSPENSION OF USE RIGHTS AND BOARD ACTION

1. Reservation requests will not be accepted and a member may suffer suspension of use rights;
2. Previously confirmed exchanges or use rights are subject to cancellation and an exchange (deposit or confirmation) cancellation fee of $25.00 will be charged, if applicable;
3. There is no guarantee that the member will be able to receive a confirmed reservation or exchange after the account is brought current
4. A notice fee of $15.00, or 5% of the past due amount, whichever is less, may be assessed against the member's account pursuant to applicable law.
5. Use nights revoked because of delinquencies are available for Association use in accordance with the governing documents and applicable law.

The Board of Directors may authorize any necessary actions to collect outstanding assessments. Actions may include but are not limited to the following:

1. Submit delinquent accounts to an attorney.
2. Engagement of professional collection agency.
3. Recovery of points through enforcement of security interest and termination of membership.
4. Institute a small claims suit or legal action.

All related costs for the above will be added to the delinquent member's account.

Diamond Resorts U.S. Collection
Members Association
PO Box 8526
Coral Springs FL 33075-8526

US POSTAGE AND FEES PAID
FIRST-CLASS
Apr 10 2017
Mailed from ZIP 33065
1 oz First-Class Mail Letter

endicia.com

071S00777793

USPS CERTIFIED MAIL

9414 8102 0083 0520 3364 65

112710_01_002232
Wje 2012 Revocable Trust Dated 05/16/2012
Wendelin Joan Evans
5702 Bower Ln
Columbia MO 65201-5197

Add a tracking number

9414810200830520336465

Delivered:
COLUMBIA, MO 65201 on April 21, 2017 at 10:11 am

UPDATED 6/6/2017 10:22 PM

Wendelin Joan Evans
5702 Bower Lane
Columbia, MO 65201
573-817-1234

April 17, 2016

Diamond Resorts Management, Inc on behalf of
Diamond Resorts US Collection Members Association
PO Box 8526
Coral Springs, FL 33075-8526

Membership Number: 2161513
Account Number: 9-11514228

To Whom It May Concern:

Enclosed you will find a copy of a letter I sent certified to the DRI office in Orlando, FL that was received at 1:12PM February 6, 2017. In addition, I sent a certified copy to the DRI office in Las Vegas, NV that was received at 10:41AM February 7, 2017. To date I have not received a response to any of my disputes.

The purpose of this cover letter is to request a response to my enclosed letter that was received in both the FL and NV DRI offices in February, 2017. In brief, it is my belief that at each point of sales I experienced fraud and/or extreme coercion. Each time I took a DRI vacation I was told I had to attend an "update". But it was not an update. It was another opportunity for DRI to victimize me and commit fraud in the inducement to buy more points. I paid all the contract prices as required and on time. But DRI did not follow through or make good on their promises. In fact, if DRI had told the truth, I would never have purchased. I am emotionally and physically ill over this entire situation and must continue to take anti-depressants and anti-anxiety medications to manage day to day.

In the "Suspension Notice" you are offering me two options neither of which are acceptable to me. Option 1 is to pay the delinquent amount of $9,036.65 thus reinstating my membership. Just the idea of this choice makes me ill. I want nothing further to do with DRI. Option 2 is that DRI will recover the points and terminate the membership. It is absolutely **unacceptable** for DRI to recover my 138,400 points without monetary restitution.

It is my belief that there should be restitution in the amount of $95,000. (See the enclosed letter.) This is the money I believe I am owed based on my limited ability to use the DRI facilities. I also believe it is inappropriate and unethical to use extreme coercion especially on a widow who is almost 70 years old. It is my request that we can come to an amicable resolution. I would rather not have to sue and/or go to the Attorney General's offices in MO, FL and NV.

I look forward to a full and prompt response to this letter within 14 days.

Sincerely,

Wendelin Joan Evans

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COLUMBIA
511 E WALNUT ST
COLUMBIA
MO
65201-9998
2816800103

04/18/2017 (800)275-8777 9:06 AM

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Product Description	Sale Qty	Final Price
First-Class Mail Letter	1	$0.91
(Domestic)		
(CORAL SPRINGS, FL 33075)		
(Weight:0 Lb 2.50 Oz)		
(Expected Delivery Day)		
(Friday 04/21/2017)		
Certified	1	$3.35
(@@USPS Certified Mail #)		
(70162070000000116131)		
Total		$4.26

Credit Card Remitd $4.26
(Card Name:VISA)
(Account #[redacted]
(Approval #:08932D)
(Transaction #:906)

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit USPS.com USPS Tracking or call 1-800-222-1811.

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****
BRIGHTEN SOMEONE'S MAILBOX. Greeting cards available for purchase at select Post Offices.
==========

7016 2070 0000 0011 6131

U.S. Postal Service
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Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

CORAL SPRINGS, FL 33075 OFFICIAL USE

Certified Mail Fee $ $3.35	
Extra Services & Fees *(check box, add fee as appropriate)*	
☐ Return Receipt (hardcopy) $ $0.00	
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $ $0.00	
Postage $ $0.91	
Total Postage and Fees $ $4.26	

0103 COLUMBIA MO 65201 APR 18 2017 Postmark Here 04/18/2017

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking® Results

FAQs > (http://faq.usps.com/?articleId=220900)

Track Another Package +

Remove X

Tracking Number: 70162070000000116131

Delivered

Product & Tracking Information

See Available Actions

Postal Product:
First-Class Mail®

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
April 24, 2017, 12:52 pm	**Delivered, Left with Individual**	**CORAL SPRINGS, FL 33065**
Your item was delivered to an individual at the address at 12:52 pm on April 24, 2017 in CORAL SPRINGS, FL 33065.		
April 20, 2017, 6:33 am	In Transit to Destination	
April 18, 2017, 11:33 pm	Departed USPS Origin Facility	COLUMBIA, MO 65299
April 18, 2017, 10:53 pm	Arrived at USPS Origin Facility	COLUMBIA, MO 65299

See More

Available Actions

Text Updates

Email Updates

See Less

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (http://faq.usps.com/?articleId=220900)

— E —

Wendy Evans

From: Alexander, Brandi <Brandi.Alexander@diamondresorts.com>
Sent: Tuesday, May 23, 2017 8:52 PM
To: 'evanswj@mchsi.com'
Subject: Diamond Resorts International® | for Wendelin Joan Evans,

Dear Wendelin Joan Evans,

We thank you for contacting Diamond Resorts International® (Diamond), bringing your inquiry to our attention and for allowing us the opportunity to respond. This email is in response to your request for cancellation of your contracts purchased with Diamond.

As you currently do not have any active contracts due to contracts cancelled per SUSPENSION NOTICE for delinquent Assessment fees it is not possible that Diamond Resorts would take your request under consideration.

If you should have questions or concerns regarding your closed account, please contact me directly or Member Services at 1-877-374-2582 and one of our representatives will be happy to assist you.

Thank you

Brandi Alexander | Senior Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. (20187) | Fax: 702.240.2576 | Mobile: 702.350.0152

Vacations for Life® | **Stay Vacationed.®**
Please consider the environment before printing

– F –

Wendy Evans

From: Wendy Evans <evanswj@mchsi.com>
Sent: Wednesday, May 24, 2017 3:05 PM
To: 'Alexander, Brandi'
Subject: RE: Diamond Resorts International® | for Wendelin Joan Evans,
Attachments: Nevada letter.docx; Florida letter.docx; Restitution demand.docx

Importance: High

Dear Brandi Alexander:

What do you mean by an "active contract"? I have never heard of such terminology.

When my initial letters "requesting relief with a reasonable refund" were sent to your FL and NV offices on February 3, 2017, I had not received a "February 15 – Suspension Notice" and, in fact, I did not receive a 'Suspension Notice" until April 14, 2017 via USPS certified mail that was, in fact, dated March 29, 2017. Attached to my email are the 3 mailings I sent to the DRI offices with demands that have never been addressed.

My position is that DRI's violations of Consumer Fair Practice Law by their false representations and deceitful sales tactics voids any purported contracts. If I do not receive a response within 10 days addressing my previous requests, I intend to involve the NV, FL and MO State Attorneys in complaints against the Company – Diamond Resorts International.

Thank you.

Wendelin Joan Evans
5702 Bower Lane
Columbia, MO 65201
evanswj@mchsi.com

From: Alexander, Brandi [mailto:Brandi.Alexander@diamondresorts.com]
Sent: Tuesday, May 23, 2017 8:52 PM
To: 'evanswj@mchsi.com' <evanswj@mchsi.com>
Subject: Diamond Resorts International® | for Wendelin Joan Evans,

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Thank you

Brandi Alexander | Senior Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. (20187) | Fax: 702.240.2576 | Mobile: 702.350.0152

Vacations for Life® | **Stay Vacationed.®**
Please consider the environment before printing

Wendy Evans

From: Alexander, Brandi <Brandi.Alexander@diamondresorts.com>
Sent: Wednesday, May 24, 2017 3:05 PM
To: Wendy Evans
Subject: Automatic reply: Diamond Resorts International® | for Wendelin Joan Evans,

Thank you for contacting Diamond Resorts International®, I am currently out of the office returning on **05/30/17**.

In my absence, please email my colleagues at ContactUs@diamondresorts.com or call 702-473-7645

Many Thanks,

Vacations for Life® | **Stay Vacationed.™**

Vacations for Life® | **Stay Vacationed.™**

Brandi Alexander | Senior Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. (20187) | Fax: 702.240.2576 | Mobile: 702.350.0152

Vacations for Life® | **Stay Vacationed.®**
Please consider the environment before printing

Wendy Evans

From: Wendy Evans <evanswj@mchsi.com>
Sent: Wednesday, May 24, 2017 3:24 PM
To: 'ContactUs@diamondresorts.com'
Subject: FW: Diamond Resorts International® | for Wendelin Joan Evans,
Attachments: Nevada letter.docx; Florida letter.docx; Restitution demand.docx

Importance: High

To whom it may concern:

Since Brandi Alexander, DRI Senior Specialist located NV, is out of the office until May 30, 2017, I would recommend that someone address my email (see below) or you make Ms. Alexander aware of this email so she will respond by Friday June 3, 2017. If I do not hear from someone by Friday June 3, 2017 in writing making an honest effort to resolve my issues with DRI, I will proceed with notifying attorney generals in NV, FL and MO about the unethical practices for which I was the subject

Thank you,
Wendelin Joan Evans

From: Wendy Evans [mailto:evanswj@mchsi.com]
Sent: Wednesday, May 24, 2017 3:05 PM
To: 'Alexander, Brandi' <Brandi.Alexander@diamondresorts.com>
Subject: RE: Diamond Resorts International® | for Wendelin Joan Evans,
Importance: High

Dear Brandi Alexander:

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Thank you.

Wendelin Joan Evans
5702 Bower Lane
Columbia, MO 65201
evanswj@mchsi.com

From: Alexander, Brandi [mailto:Brandi.Alexander@diamondresorts.com]
Sent: Tuesday, May 23, 2017 8:52 PM
To: 'evanswj@mchsi.com' <evanswj@mchsi.com>
Subject: Diamond Resorts International® | for Wendelin Joan Evans,

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If you should have questions or concerns regarding your closed account, please contact me directly or Member Services at 1-877-374-2582 and one of our representatives will be happy to assist you.

Thank you

Brandi Alexander | Senior Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. (20187) | Fax: 702.240.2576 | Mobile: 702.350.0152

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WENDELIN JOAN EVANS
5702 BOWER LANE
COLUMBIA, MO. 65201

CERTIFIED MAIL

7017 0530 0000 3926 7530

UNITED STATES POSTAL SERVICE
1099
32399
U.S. POSTAGE
PAID
COLUMBIA, MO
65201
JUN 12 17
AMOUNT
$5.59
R2304M111020-15

Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

CS

CS/timeshare
AO

6-23-17

Plan # 177675035
Ln # 2722 4857

Diamond Resorts Financial Services, Inc.
10600 W. Charleston Blvd.
Las Vegas, NV. 89135

Sirs:
I wish to cancel this membership agreement Plan # 177675035 for "The Sampler." purchased on 6-22-17.
I have also returned The Tablet which was give to me as "gift" for enrolling in "the Sampler" package. # A10450RI.
to Jorge Ocasio @ 12:15 PM.
I will not be able to utilize this program within the 24 months.
Please not. fy me @ bobga@cox.net when $349.00 has been credited to my Credit Card.

Robert Gordon

enc. 3

cc
Florida State Attorney General
Nevada State Attorney General

Ph. # 623 556-2793
email bobga@cox.net

14909 W. Alpaca Dr.
Sun City West, Az
85375

THE Sampler – US Collection

17767503S-DRUSC THE Sampler Truth in Lending Disclosure

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Robert Earl Gardom — Name

27224857 — Loan Number

Name

14909 West Alpaca Drive — Address

Sun City West, Arizona 85375 — Address

480-229-9363 — Home Telephone

Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $349.00
12.9898 %	$513.68	$3,646.00	$4,159.68	$4,508.68

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee =		Total Payment	
24	$173.32	+	$0.00	= $173.32	August 6th, 2017 (e)

Insurance: Property, credit life and credit disability insurance is not required to be obtained in connection with this loan.

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: If a payment is late, you will be charged a late charge ~~of the lesser~~ of ten percent (10%) of the overdue installment or twenty-five dollars ($25.00) for each such late payment.

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means estimate

ITEMIZATION OF AMOUNT FINANCED

1. Purchase Price $3,995.00
2. Less: a. Initial Cash Deposit $349.00
   b. Additional Cash Due at Closing $0.00 ; $0.00
   c. Total Down Payment $349.00
3. Total Unpaid Balance/Amount Financed $3,646.00

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

Robert Earl Gardom

Signature Robert Earl Gardom — Signature

June 22nd, 2017

Date

Rev 4/14/2014esig12/10/15

Florida - 17767503S-THE Sampler Membership Agreement -Florida - 20K Pkg

THE SAMPLER[SM] MEMBERSHIP AGREEMENT

Date: June 22nd, 2017 Plan #: **17767503S**

Name: **Robert Earl Gardom** Phone: **480-229-9363**
Name:
Address: **14909 West Alpaca Drive, Sun City West, Arizona 85375** Email: **bobga@cox.net**
(the above-named persons being collectively referred to herein as "**Purchaser**").

Number of points purchased: **20000 ("Sampler Points")**. Sampler Points are valid for **24** months from the date this agreement is signed. All of THE Sampler vacation plan membership terms and conditions are outlined in The Sampler Program Terms and Conditions ("Terms and Conditions") which is incorporated herein by this reference. Purchaser acknowledges that he or she has read and understands the Terms and Conditions.

Pursuant to the Terms and Conditions Purchaser agrees and acknowledges that all Members signing below must travel and utilize THE Sampler use period together, and attend a timeshare presentation of approximately 60 minutes during each Sampler stay. Purchaser(s) and Seller agree and confirm that this Agreement embodies the entire agreement between them related to Purchaser's purchase and financing (if applicable) of THE Sampler Membership and supersedes and replaces any and all prior negotiations, representations, agreements, and understandings, both oral and written, in connection therewith. Any amendment hereto must be in writing and agreed to by the parties. To make reservations, or if you have any questions, please call 1.888.208.6025.

PURCHASE TERMS:

Purchase Price:	**$3,995.00**	First Payment Due Date:	**August 6th, 2017**
Down Payment	**$349.00**	Amount of Each Payment:	**$173.32**
Amount Paid:	**$349.00**	**Last Payment Due Date:**	**July 6th, 2019**
Amount Due:	**$0.00 ; $0.00**	Number of Payments:	**24**
Additional Down Payment:	**$0.00**	Method of Monthly Payment:	❑ **SurePay (Credit or Debit Card)**
Balance Due:	**$3,646.00 - Method of Payment: ❑ All Cash ❑ Financed**		

A late fee of 10% of the payment due will be charged for all payments received 11 or more days after the scheduled payment date.

Seller agrees to finance the Balance Due (if any) as disclosed above in which there will be a finance charge and a monthly collection fee of Zero dollars ($0.00) on the financed amount, which are disclosed on the Truth-in-Lending Disclosure Statement executed simultaneously herewith and incorporated herein by this reference. Seller agrees to grant the option to cashout THE Sampler purchase with 0% interest if paid in full by July 22,2017.

AUTOMATIC PAYMENT PLAN: By completing this section, Purchaser authorizes all payments specified above to be automatically charged to:

Credit Card #: _____ **Expiration Date:** _____ **Type of Card:** _____

Name as it Appears on Card: _____ **Signature of Card Holder:** _____

If the Purchaser cancels this Agreement during the 10-day cancellation period, the Seller will refund to the Purchaser the total amount of all payments made by the Purchaser under the Agreement, reduced by the proportion of any benefits the prospective purchaser has actually received under the Agreement prior to the effective date of the cancellation.

You may cancel this contract without any penalty or obligation within 10 calendar days after the date you sign this contract. If you decide to cancel this contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation is effective upon the date sent and shall be sent to Diamond Resorts Financial Services, Inc., at 10600 West Charleston Boulevard, Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect.

If you execute a purchase contract for a timeshare interest, section 721.08, Florida Statutes (escrow accounts), will apply to any funds or other property received from you or on your behalf. Section 721.10, Florida Statutes (cancellation), will apply to the purchase and you will not be entitled to a cancellation refund of THE Sampler[sm] Membership.

In agreement to which, Purchaser(s) and an authorized representative of Seller have executed this Agreement on the date(s) indicated:

Purchaser Signature: Robert Earl Gardom **Date:** 6/22/17
Printed Name: **Robert Earl Gardom**

Purchaser Signature: _____ **Date:** _____
Printed Name:

Sampler Representative Signature: _____ **Sales Executive:** Mike R

Seller: Diamond Resorts U.S. Collection Development, LLC, 10600 West Charleston Blvd., Las Vegas, NV 89135
Diamond Resorts International Marketing, Inc. is registered with the State of Florida as Seller of Travel Registration No. ST37308.
This advertising material is being used for the purpose of soliciting the sale of a vacation ownership plan. (Rev. 4/1/15_U4182015)

DIAMOND RESORTS
INTERNATIONAL™

Sale Date: **June 22nd, 2017**
Contract No.: **17767503S**

Dear **ROBERT EARL GARDOM**

Congratulations on joining the Diamond Resorts International® vacation ownership family!

As part of your initial contract benefits received under your Purchase and Security Agreement, the Developer will cover the cost of the following:

Tablet, which is valued at $75.00;

_____, which is valued at $_____;

_____, which is valued at $_____;

for a total value of: $75.00.

It is understood that should our purchase not close escrow, the amount stated above will be deducted from the deposit collected from you on the date of sale, and the balance, if applicable, will be refunded to you in the time allotted, as stated in your Purchase and Security Agreement.

Quality Assurance Officer / Sales Manager

X Robert Earl Gardom
Signature: Robert Earl Gardom

Signature:

Signature:

Signature:

Refuned 6/23/17 to Diamond Resorts

Jorge OCASIO

10600 West Charleston Boulevard, Las Vegas, Nevada 89135 • 702.684.8000 *tel* • diamondresorts.com

From: R. E. Gardom
14909 W. Alpaca Dr.
Sun City West, AZ
85375

Office of
To: Fl. St. Attorney General
The Capital P.L. 01
Tallahasse Florida
32399-1050

ReadyPost
Document Mailer

323998 1050 C001

CS / Timeshare points
BL

Richard and Donna Stone
47 Prospect Street PO Box 212
Harrisville, NH 03450

July 11, 2017

Office of the Attorney General Pam Bondi
State of Florida
Tallahassee, Florida 32399-1050

Re.: Citizen Complaint-Scam – Timeshare Points misrepresentation

To Whom It May Concern:

On April 29, 2017 we (Richard and Donna Stone) met with Diamond Resorts Representative Kim Salerno and from time to time during the meeting her Sales Manager Joaquin Boadella at Mystic Dunes Resort and Golf Club where we have a 1 week ownership (member # 7976417). The purpose of the meeting was to bring us up to date about all the benefits we have with Diamonds new program. Also present were our 2 daughters Ranae O'Neil and Ronna Reedstrom. We ask them to sit in on meetings to take notes/ask question etc. as we are seniors in our seventies.

We were told that one of the great new benefits was the ability to use our points to pay yearly fees, to purchase cash cards to use as we wish or give as gifts. They could be used to pay for food, gas etc. All we needed to do was call Las Vegas Customer Services Dept. and request the use. They stated we should never loose points to always use them for such if we are unable to travel. We were told the cash value of the 8,500 points we considered exchanging to a cash card is $1,700. We planned to do this in June.

On June 29, 2017 I called Las Vegas Customer Services to exchange the points. I spoke with ALEXA and explained to her we wanted to do the exchange of the 8500 points to the $1,700. I asked her to please apply $1,000 as a payment on our yearly fees and to send us a cash card of $700. Alexa told me she has never heard of such a program. I explained our meeting on April 29 at Mystic Dunes and that I was told to just call Las Vegas Customer Services and would have

no problems, Customer Services would send the cash cards out right away. She continued to say she never heard of such a program and needed to forward me to the Hospitality Dept. maybe they could help me.

I then spoke with CARINA in the Hospitality Dept. (extension # 12736). I explained again our information meeting at Mystic Dunes and the benefit of cashing in the points. She also had never heard of this benefit. Carina said she would send my information to a "specialist" to investigate and the specialist would contact us. She was not sure when as they get a lot of concerns to follow up on. I then told her if I did not hear from the specialist by the following Friday I would be contacting the AG's office.

I also reminded her that when I call Diamond there is a message telling callers the conversation is being recorded. The specialist can hear me tell my side of the issue several times.

We believe this is another of the on going practices of Timeshare Scamming and needs to be investigated.

Very truly yours,

Richard Stone

Donna Stone

Richard Stone

Donna Stone

(603) 827-3328 enots12@msn.com

CC: Mystic Dunes Resort and Golf Club – Customer Services

Richard & Donna Stone
PO Box 212 47 Prospect Hl.
Harrisville, NH 03450-0212

CERTIFIED MAIL®

7015 0640 0000 4422 3529

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $ 006.59⁰
0001918517 JUL 12 2017
MAILED FROM ZIP CODE 03450

RETURN RECEIPT REQUESTED

Office of Atty General
State of Florida
The Capitol PL-01
Tallahassee, Florida
32399-1050

RETURN RECEIPT REQUESTED

25

CS/timeshare
AR

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Morgan, Claudia Elaine Last Name, First Name, Middle Initial	Diamond Resorts Name/Firm/Company
~~Claudiams~~ 2477 Ladoga Dr Mailing Address	10100 W. Charleston Blvd Mailing Address
Lakeland City, County	Las Vegas City, County
FL 33805 State, Zip Code	NV 89135 State, Zip Code
863-738-0225 Home & Business Phone, including Area Code	702-823-7534 Business Phone, including Area Code
Claudiamsrd@[redacted]yahoo.com Email Address	www.diamondresorts.com Business Email or Web Address

Product or Service involved: timeshare Amount Paid: $7000.00

Date of Transaction: Nov 2016 I was contacted by: ___ Telephone ___ Mail ✓ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached letters, for details.
My Affidavit is attached also.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Claudia Morgan Date: 7/18/2017

Affidavit Of Claudia Morgan

STATE OF FLORIDA

(COUNTY OF Polk)

I, Claudia Morgan, being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

I am over 18 years old and a resident of the County of Polk, State of Florida.

I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.

1. In November 2016, I was approached by a Diamond Resorts sales representative, who gave me a $100 dollar deal to stay for a long weekend. They make you go to a meeting where they give you a tour of different timeshare layouts and of the Disney parks in the area nearby. Finally, I was back to an office area where tables were set up for each person returning from the same option I had just used. The Sales Rep gave me an offer that was far out of my price range, and I definitely said no multiple times, "we cannot afford that".

2. All this did was brought in the "heavy hitters" aka Sales Manager. He just came back with different offers and he told us how it would be very smart for us to "invest now" that it would be good for our credit, because owning a timeshare is just like owning property. They kept lowering the price until we said "yes".He also told me that I would be able to rent the timeshare weeks out and actually use the timeshare as a source of income to pay off the maintenance fees and taxes.

3. Everything the sales manager told us made us believe that it would be extremely easy to rent out our time and make money. He specifically mentioned people trading their weeks for a place near where a big event would happen, like the super bowl or the Olympics, and renting it to someone who would pay a lot of money.I told the sales manager that we wanted time to think about whether or not we wanted to make this commitment, but they told me that we had to decide before we left that day.

4. It turned out that we were not given any chance to learn about the timeshare we had purchased, but instead Diamond Resort employees said we needed to upgrade.

The Diamond Resort sales representatives who sat down with us said that we had purchased a timeshare using the outdated "Weeks System" and that we would need to upgrade to the "Points System". I had never heard these terms before, so I was very upset. Of course, this upgrade was going to cost more money and I did not want to do that. We kept telling them that we did not want to spend more money, but again, they said that we had to accept the offer that day, or it would no longer be available

5. After the sale of the property I called to find out about getting out of the property , due to life finances. And the finance lady that I talked to said that I had 10 days after the sale to change things. That is the Florida law. I was there the week before Thanksgiving. You have longer than that with a house. So, for them to say that it is like buying a house is a lie. The finance lady from Diamond said that if I lived in a different state that I would have had twice as long.

6. I live in Florida. It is hard to find vacations during spring break because the rest of the US want to be in Florida also. They told me that as an owner I would have first option for getting a place to stay. I can rarely find a place to stay when I am looking, in Florida. I don't want to have to fly to Denver or Hawaii to get a room

7. Last time I stayed in one of their condos, it was full of roaches. And not dead. I complained the whole week that I was there and not one maintenance guy came to spray the condo that I was in. I know that this is Florida and bugs can be an issue but, I have lived here for over 20 years and have never had a problem like this. And no one called me back to let me even know that they received my message. I am extremely unhappy with my experience and I would like to cancel this timeshare based on the reasons stated above.

Further affiant sayeth not.

_____ Claudia Morgan

STATE OF FLORIDA

(COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2017 by Claudia Morgan who is Personally Known_____ OR Produced Identification _____

Type of Identification Produced: _____

_____

Notary Public State of Florida

County of _____

Claudia Morgan
2477 Ladoga Dr,
Lakeland, FL 33805

Notice of Cancellation

Diamond Resorts Holdings, LLC.
10600 W. Charleston Blvd.
Las Vegas, NV 89135

RE: Timeshare Contract 0025194220

Dear Sir/Madam:

Please allow this correspondence to serve as a Notice of Cancellation of Contract. I have previously made good faith attempts to resolve this matter with Diamond Resorts Holdings, LLC. including numerous telephone calls and/or letters/emails, however Diamond Resorts Holdings, LLC. has not resolved this matter to my satisfaction and I therefore wish to rescind the contract in its entirety. I have enclosed a letter and Affidavit that contains a summary of the reason for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,

Claudia Morgan

Claudia Morgan

Claudia Morgan
2477 Ladoga Dr,
Lakeland, FL 33805
May 24, 2017

Escalated Response Team

Diamond Resorts Holdings, LLC.

10600 W. Charleston Blvd.

Las Vegas, NV 89135

RE: Timeshare Contract 0025194220

Dear Sir/Madam:

Please be advised I wish to cancel the above referenced contract due to a variety of misrepresentations made during the sales presentation, and which are more fully described in the letter attached hereto.

Please find enclosed our Cancellation Notice Letter regarding my contract.

In a good faith effort to afford Diamond Resorts Holdings, LLC. the opportunity to equitably resolve this matter, I have not yet filed complaints with the Better Business Bureau, the Federal Trade Commission Consumer Protection Division or any other agencies.

I hereby request that Diamond Resorts Holdings, LLC.:

- Rescind my timeshare contract;
- Refund all money paid on my timeshare contract.

Please contact me within fourteen (14) days to discuss resolution of this matter.

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

Sincerely,

Claudia Morgan

Claudia Morgan

C Morgan
2947 Coooga Dr
Lakeland FL 33805

TAMPA FL 335
SAINT PETERSBURG FL
19 JUL 2017 PM 2L

Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee 32399-1050

32399-105099

CPFT
Lauderdale Timeshare
AR

Lois B. Baskin
7326 Tannehill Drive
Pensacola, FL 32526

August 7, 2017

Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

To whom it may concern,

I am writing to you today regarding the timeshare with the Orbit One Vacation Villas. They sold me this contract under false terms. When I purchased, I specifically said that buying a timeshare was something that I could not afford.

The sales reps that I worked with were aggressive, to put it lightly. Regardless of how many times I told them that I didn't want to purchase a timeshare, or that I couldn't afford it, and that I just wanted to leave, they wouldn't take no for an answer. They pressured me until they got me to sign the contract. Their aggressive sales tactics and false facts are the reason that I am in this predicament today. I don't think that it is too much of their company to ask to release me from this contract considering how much false information that I have found out that they gave me. They sent me a Release agreement for one of the two contracts I have, but they will not cancel the remaining contract I have.

Cancellation is the only option that I see fit for my contract considering that I am not able to sell it as I was told I could. I was told that I would be able to sell it very easily and probably even profit from it. How am I supposed to do that when people are giving their timeshares away online? It is quite clear to me that I am not the only one trying to end my timeshare ownership.

This timeshare is not worth the stress. One of their sales pitches had to do with affordability, but I have found that I would be able to book my vacation with less stress and less money. This timeshare is nothing like they said it would be, and for that reason, I want Orbit One Vacation Villas to release me from my contract. I've made every attempt to reach out to Diamond Resorts to cancel the Orbit One contract, and they will not assist me. It is quite disheartening that I've had to send countless letters to Diamond Resorts International to cancel my contract. Their unwillingness to assist me led me to contact your office. I truly cannot afford this timeshare anymore.

I look forward to hearing from you soon.

Sincerely,

Lois B. Baskin

Lois B. Baskin

CC. Consumer Financial Protection Bureau
PO Box 4503
Iowa City, Iowa 52244

CC. Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580

CC. Florida Department of Agriculture and Consumer Services
Plaza Level 10, The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0800

CC. Florida Department of Business and Professional Regulation
1940 N. Monroe Street
Northwood Centre, Suite 16
Tallahassee, FL 32399-1030

CC. Florida Real Estate Commission
2601 Blair Stone Road
Tallahassee, FL 32399

CC. Department of Business and Industry Real Estate Division
2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104

CC. Office of the Attorney General
Grant Sawyer Building
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

Lois B. Baskin
7326 Tannehill Dr
Pensacola, FL 32526

PENSACOLA
FL 325
08 AUG '17
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Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-6591

C5/Timeshare
AR

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Anderson, Brian Last Name, First Name, Middle Initial	Diamond Resorts International Name/Firm/Company
2020 13th ST N Mailing Address	10600 W Charleston BLVD Mailing Address
St. Cloud City, County	Las Vegas City, County
MN 56303 State, Zip Code	NV 89135 State, Zip Code
320-202-7723 Home & Business Phone, including Area Code	702-804-8600 Business Phone, including Area Code
btkjanderson1427@aol.com Email Address	www.diamondresorts.com Business Email or Web Address

Product or Service involved: Timeshare Amount Paid: $ 28763.97

Date of Transaction: 7-8-2015 I was contacted by: ____ Telephone ____ Mail X Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☒ No

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

Please explain your complaint. Attach additional sheets, if necessary.

Please See Attached.

Dear Ms. Bondi,

Enclosed you will find a complaint form and documents that will support this complaint. We feel very strongly that we were told many untruths in order to get us to purchase. We were taken advantage of by not being told the truth about value, usage, and cash.

We appreciate any help that you can give to us to resolve our complaint.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Brian T. Coleman Kimberly J. Jordan Date: 8-6-17

BERNARD T. LONG
C.P.A. (FL.), C.F.E., F.C.P.A., C.F.F., C.I.T.P., C.G.M.A., M.S.T.
Post Office Box 520778
Longwood, Florida 32752-0778
Email btlong_cpa@yahoo.com
Telephone No. 407-599-1700

July 06, 2017

NAME AND ADDRESS OF SELLER
Diamond Resorts International *("hereafter referred to as "the Resort" & "Vacation Interest Ownership" and "Vacation Points")*
Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company
10600 West Charleston Blvd
Las Vegas, NV 89135
United States of America

AND TO ALL OTHERS WHOM IT MAY CONCERN:

Regarding Contract Number: 17180961. *(An Upgrade)*
Old Contract No.: 19863200.
Old Resort Name: Mystic Dunes Resort. *(Ownership was changed to Diamond Resorts).*
A Membership in Diamond Resorts U.S. Collection which includes (i) membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation whose principal place of business is located in Clark County, Nevada and (ii) the following Points for use are 13,000.
Mystic Dunes Lane, Celebration, FL 34747. Building/Unit No. 32-201; Week 14; Even.
The State where the signing occurred should have the proper Venue, and the State would be Florida. The State of Minnesota could have jurisdiction from the Long-Arm Statute(s) from the overall activities of the Resort during the supposed life of this contract...
There seems to be a purposely confusing and misleading over-complex Arbitration Clause(s) and other paragraphs buried and hidden within the Contract(s). *(May all be considered unconscionable and the contact becoming unenforceable).*

Brian Thurman Anderson & Kimberly Jean Anderson (*hereafter referred to as "the Purchasers"*)
2020 13th. Street North
St. Cloud, MN 56303
United States of America

SECOND NOTICE OF THE PURCHASERS' DEMAND FOR THE CANCELLATION OF THIS CONTRACT EFFECTIVE IMMEDIATELY!

HARDSHIP REQUEST

THIS IS A HARDSHIP SITUATION BECAUSE THE PURCHASERS CANNOT AFFORD THE PAYMENTS. The Purchasers can no longer afford the cost to maintain ownership in this Timeshare property. The Purchasers are not able to obtain refinancing of this "worthless" asset, as bank(s) will not approve any loan on this property. Since your Organization has increased all expenses associated with the ownership of these "Disguised Timeshares", the Purchasers are no longer able to maintain the payments and will be forced to stop making payments. The continued increase in the maintenance fees and other costs has made it impossible for the Purchasers to afford the payments and/or to take a vacation. This will reduce the Purchasers' ability to meet their other regular financial responsibilities as a result in the Purchasers' financial status decreasing. This change will continue with the only result of the Purchasers' outstanding liability continuing to grow with your organization. A debt the Resort may never collect.

FINDINGS TO DATE

A VALID CLOSING MAY HAVE NEVER OCCURRED! PURCHASERS DEMAND IMMEDIATE CANCELLATION OF CONTRACT!

Preliminary Finding No. One: You have failed and/or are intentionally not responding to and/or are ignoring a valid Durable Power of Attorney. This action could support your acceptance that the findings and statements are true and correct. Therefore, please terminate the financial responsibilities of the Purchasers with your organization immediately.

Preliminary Finding No. Two: I cannot locate that an actual Original Sale Certificate and/or Public Offering Statement was presented and given to the Purchasers. I did find a vague receipt for the document and other documents that were supposed to be presented and given to the Purchasers in either with a CD-ROM or the standard paper format *(Unclear as to what was supposed to be given to the Purchasers)*. Therefore, I cannot locate the Original Sale Certificate and/or Public Offering Statement to verify if such statements as

contained within these documents are true and complete. Nor can I verify that the receipt was given and is a true document or just a receipt and the Purchasers did not receive anything. Purchasers did advise TRC that the Purchasers provided all paperwork to TRC.

THEREFORE, PLEASE ACCEPT THIS LETTER AS THE OFFICAL NOTIFICATION OF CANCELLATION OF THIS TIMESHARE CONTRACT EFFECTIVE IMMEIDATELY.

Preliminary Finding No. Three: Predatory Lending Practices may have been involved with this transaction, thus affecting the legality of this contract.

Preliminary Finding No. Four: Your organization and related parties seem to be continuing pursuing the collection of a debt that is in dispute. The Purchasers should consider the application of provisions of the Racketeer Influenced and Corrupt Organizations Act1 (RICO) as an additional remedial strategy against debt collectors who engage in unfair or deceptive debt collection practices/acts in addition to the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA) Namely, an action under 18 U.S.C. § 1962(c), which makes it unlawful for any person, through a pattern of racketeering activity or through collection of an unlawful debt, to conduct or participate in the conduct of the affairs of an enterprise engaged in or affecting interstate commerce.

Preliminary Finding No. Five: Statements made by the Resort's Representative may have been false and purposely misleading in violation of the Lanham Act and other business practices and requirements. The statements that were told to the Purchasers before, during and after the signing of the contract may be false.

Preliminary Finding No. Six: Based upon the statements from the Purchasers as compared to the overall paperwork as provided, the seller may have purposely misled the Purchasers into purchasing an item that was different than that which they thought they were purchasing. This technique is known as the "Bait and Switch Scheme."

Preliminary Finding No. Seven: A fully completed contract may not have been properly delivered to the Purchasers as required at closing (No budgets, etc.).

Preliminary Finding No. Eight: Other possible defenses against your contract at this point:
False Advertising; Unfair Business Practices; Rescission; Common Law Fraud; Fraud In The Inducement; Civil Conspiracy To Defraud; Negligence; Gross Negligence; Negligent Misrepresentation; Grossly Negligent Misrepresentation.

Preliminary Finding No. Nine: As stated above, the Purchasers certified that the Purchasers have provided all documents given to the Purchasers at closing and afterward to TRC. Obviously, there was very little information provided to the Purchasers and the Purchasers could not have made a sound financial decision based upon such limited documents.

Preliminary Finding No. Ten: All the states prohibit timeshare developers or salespeople from engaging in unfair or deceptive acts in a timeshare transaction. The following acts, among others, constitute deceptive practices under the law: misrepresenting or failing to disclose any material fact concerning a timeshare; including a provision in a timeshare agreement that purports to waive any right or benefit provided for Purchasers in the timeshare agreement; receiving any money or other valuable consideration from a prospective Purchasers before the Purchasers has received a public offering statement; misrepresenting the amount of time or period of time the unit will be available to a Purchasers; misrepresenting the size, nature, extent, qualities, or characteristics of the unit; misrepresenting the conditions under which a Purchasers may exchange occupancy rights to a unit in one location for occupancy rights to a unit in another location; failing to disclose initially that any promised entertainment, food, or other inducements are being offered to solicit the sale of a timeshare, and conducting or participating in any type of lottery or contest, or offering prizes or gifts to induce or encourage a person to visit a project, attend a meeting at which a timeshare will be discussed, attend a presentation or purchase a timeshare without prior approval by the State. This is supported by the statements as contained within the Purchasers' Testimonial.

Preliminary Finding No. Eleven: Your entire contract may be unconscionable.

Preliminary Finding No. Twelve: Based upon the Purchasers' Testimonial and the statements made within, Undue Influence seems to be the real motivating factor in convincing them to purchase this worthless asset. Over persuasion is generally accompanied by certain characteristics which tend to create a pattern. This pattern usually involves several of the following elements: (1) Discussion of the transaction at an unusual or inappropriate time; (2) Consummation of the transaction is an unusual place; (3) Insistent demand that the business be finished at once; (4) Extreme emphasis on untoward consequences of delay; (5) The use of multiple persuaders by the dominant side against a single opposing and contracting party; (6) Absence of third-party advisers to the opposing and contracting party; (7) Statements that there is no time to consult financial advisers or attorneys. All of which seem to be present in this situation.

Preliminary Finding No. Thirteen: Contract may be unenforceable because of the Resort's action not to honor the promises and representations by denying access to the Resort's resources as promised. The statute of frauds makes contracts falling within its provisions voidable. A contract procured by fraud is not enforceable. The elements of fraud are: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or his ignorance of its truth; (5) the speaker's intent that the representation should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's ignorance of the falsity of the representation; (7) the hearer's reliance on the representation being true; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximately caused injury. A contract procured by duress is also unenforceable.

Preliminary Finding No. Fourteen: If your organization decides to foreclose or pursue the activity of trying to collect this debt, especially by destroying the Purchasers' credit, the Courts are no longer looking the other way on intentionally sloppy foreclosures that cover up a larger fraud on investors. I feel that the Courts would have enough of a feel of the situation to see that there is something fundamentally wrong with the mortgage origination and foreclosure practices. At this point, if the foreclosing parties don't have it right, it is viewed as an intentional or grossly negligent act, giving rise to compensatory damages, attorney fees, costs, and punitive damages.

Preliminary Finding No. Fifteen: Based upon the statements per the Purchasers' Testimonial, statements made by the Resort's representatives may have been false. The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce is declared to be an unlawful practice.

Preliminary Finding No. Sixteen: I cannot locate any notices of any general meetings by the association was ever given to the Purchasers. A meeting of the association shall be held at least once each year. Special meetings of the association may be called by the president or by twenty percent, or any lower percentage specified in the bylaws, of either the executive board or the unit owners. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.

Preliminary Finding No. Seventeen: I also took the liberty to do some research on various states' Law concerning foreclosure Real estate and timeshare foreclosures in several states may be judicial or non-judicial. The Purchasers does live in another state. Without being an expert in Law, but based upon what attorneys have said: "Another state would likely not permit a deficiency judgment after a non-judicial timeshare foreclosure". Therefore, any costs to sue this individual and the costs of foreclosure may never be recovered. You can always resale it at another gathering of customers, and in my financial opinion, both your organization and Purchasers would be both better off financially.

Preliminary Finding No. Eighteen: The Purchasers are considered Senior Citizens. Your organization may have preyed upon the Purchasers because of the Purchasers' age. This could be considered Financial Exploitation of the Elderly. Please refer to the related penalties that may be levied against all parties involved. Please refer to the ages of the Purchasers. This is in addition to the misleading, deceptive, intimidation, undue influence, and misrepresentations as per the Purchasers' Testimonial, the high pressure tactics and the length of the sales pitch, the environment of the meeting, should support and immediate release of the Purchasers from the Purchasers' financial obligations with your organization. This would save both parties, the expenses to defend against this claim to VOID your contract. Plus the publicity would not be favorable to your organization for taking advantage of them due to their age. In addition, your organization will save the expense of a foreclosure action, which could later be challenged by the Purchasers as a wrongful foreclosure. In addition, Robbery, Stealing and Related Offenses could be involved which states: "A person commits the offense of financial exploitation of an elderly person or a person with a disability if such person knowingly obtains control over the property of the elderly person or person with a disability with the intent to permanently deprive the person of the use, benefit or possession of his or her property thereby benefitting the offender or detrimentally affecting the elderly person or person with a disability by:.. (etc.).

Based upon the above, your contract should be cancelled immediately.

Sincerely,

Bernard Long

DISCLAIMER:

I am not an Attorney and I am not providing any legal advice and I am not a law firm and I cannot nor will render or offer legal advice, or practice law or render legal services. I am NOT here to quote laws of guilt or innocence which MAY or may NOT apply in various states. I have simply been retained to conduct an independent analysis of the above-mentioned contract(s) to identify if fraudulent or other related elements or activities occurred or existed whether written or verbal. I try to obtain a fair market value of the asset at the time of purchase and as of the most current date available.

This is not an all-inclusive summary of the various questionable activities or any question or matter involving doubt, *uncertainty, or difficulty. I have only included those findings that could be of major concern. I want to save both the seller and Purchasers unneeded time to reach a settlement. I feel anyone of the findings will result in the contract not being able to be enforced and thus the contract will be invalid, discredit and nullified, and to deprive the contract of legal force or efficacy, However, I am capable of furnishing a more involved report including all items if requested.*

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **8th day of July, 2015**, by and between Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Seller**"), whose address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135, and **BRIAN THURMAN ANDERSON** and **KIMBERLY JEAN ANDERSON** (whether one or more, "**Purchaser**", collectively with Seller, the "**Parties**"):

Seller agrees to sell and Purchaser agrees to purchase the following described property (the "**Membership**") upon the following price, terms, and conditions, including but not limited to the Further Terms and Conditions set forth herein:

Membership in Diamond Resorts U.S. Collection (the "**Collection**"), which includes (i) membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), whose principal place of business is located in Clark County, Nevada, and (ii) the following Points for use in the

Points: 13000 **Initial Use Year:** 2016

BASE PURCHASE TERMS
ITEMIZATION OF AMOUNT FINANCED (for financed sales)

1.	Purchase Price of Membership: ("**Purchase Price**")		$37,603.00
2.	Initial Cash Deposit:	$350.00	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to the seller as part of your purchase (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	$15,759.95	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade in value: (line a minus line b)	— $15,759.95	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before July 30th, 2015	$2,482.00	
	b. On or before:	$0.00	
5.	Total Down Payment (total of lines 2, 3.c, 4.a., and 4.b.):		$18,591.95
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		— $19,011.05
8.	Financed Closing Costs payable to		$620.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): ("**Unpaid Balance**")		$19,631.05
10.	Current Outstanding Principal Balance plus Accrued but Unpaid Interest Due on Existing Timeshare Interest:		$6,177.71
11.	Total Amount Financed or Due in Cash at Closing (line 9 plus line 10): ("**Unpaid Balance**")		$25,808.76
	Closing Costs		
A.	Closing Costs to Seller		$40.00
B.	Closing Costs to Purchaser		$770.00
C.	Total Estimated Closing Costs		$810.00
	Other Costs		
D.	Initial Use Year's Association standard Assessments (estimated): Purchaser will be billed for Assessments separately by the Association		2,133.00

17180961-Promissory Note Multisite Collection

July 8th, 2015 **Note No.: 23668660**

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **BRIAN THURMAN ANDERSON and KIMBERLY JEAN ANDERSON** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is **2020 13th Street North St. Cloud, Minnesota 56303**, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Twenty-Five Thousand Eight Hundred Eight and 76/100** (**$25,808.76**), together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Seventeen and 99/100 (17.99%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act.

Maker shall pay Holder in 120 equal monthly installments of **Four Hundred Sixty-Four and 87/100** Dollars (**$464.87**) each, with the first such installment being due and payable on _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by **Zero** percent (**0.00%**) per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal balance at the beginning of the month, times the Annual Rate, times a fraction equal to the number of days from the immediately

preceding Payment Date through the date of prepayment divided by the number of days in the year. Holder will not charge any collection fee for the month of prepayment and Holder will not charge any collection fees and monthly finance charges attributable to months following any prepayment in full.

This Promissory Note is given in partial payment for a membership in the Diamond Resorts U.S. Collection (the "**Membership**"). Payment of principal, finance charges and other charges hereunder is secured by a security interest established under the Purchase and Security Agreement (the "**Agreement**") of even date herewith by and between Diamond Resorts, as seller, and Maker, as purchaser. The terms and provisions of the Agreement are hereby fully incorporated herein by this reference.

If all or any part of the Membership or an interest therein is sold or otherwise transferred by Maker (whether such interest is legal or equitable, present or future, vested or contingent) without Holder's prior written consent (which consent may be withheld for any reason whatsoever), excluding (i) the creation of a lien or encumbrance subordinate to the Agreement; (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iii) the grant of any leasehold interest of one (1) week or less not containing an option to purchase the Membership, then Holder may, at Holder's option, except to the extent prohibited by law, declare all of the amounts secured by the Agreement to be immediately due and payable.

Upon the failure of Maker to make any payment required under this Promissory Note in accordance with the terms hereof or Maker's breach of any of the other covenants or agreements contained herein or in the Agreement, then and in such event, Holder, at Holder's option, subject to any right of reinstatement to which Maker is entitled under applicable law, may (i) declare, without further demand, all of the amounts owed hereunder to be immediately due and payable; and (ii) pursue all rights and remedies available to Holder under this Promissory Note and the Agreement by appropriate proceedings. To the extent permitted by law, Holder shall be entitled to collect in such proceedings all expenses of enforcement, including but not limited to reasonable attorneys' fees, publication costs, costs of judgment and other searches, and court costs. Failure of Holder to exercise its available rights and remedies hereunder or as provided by law with respect to any default by Maker shall not be deemed to constitute a waiver of such rights or remedies with respect to any subsequent default, whether the same or different in nature.

In the event that any amount due under this Promissory Note is paid more than ten (10) days after the date upon which such amount is due, then Holder shall be entitled to collect a late charge from Maker in an amount equal to the lesser of (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment, provided that such amount does not exceed the maximum late charge permitted to be charged under the laws of the State of Nevada. To the extent permitted by law, Maker shall further be liable to Holder for any out-of-pocket costs incurred by Holder in the event that a check issued by Maker is dishonored for any reason.

During any time in which Maker is in default under this Promissory Note, finance charges may, at Holder's option, accrue on the actual outstanding balance on a simple interest basis at a default rate equal to the maximum lawful rate permitted to be charged by Holder under the laws of the State of Nevada. In the event that there is no such maximum lawful rate, then finance charges shall accrue on the actual outstanding balance on a simple interest basis during such period at a default rate of twenty-five percent (25%) per annum.

In the event that counsel is employed to collect all or any part of the indebtedness evidenced hereby, whether at maturity or following acceleration, to the extent permitted by law Maker agrees to pay Holder's reasonable attorneys' fees, whether suit be brought or not (including any fees associated with appeals or bankruptcy proceedings), and all other costs and expenses reasonably incurred in connection with Holder's collection efforts.

Maker and any endorser, guarantor, or surety, jointly and severally, hereby waive presentment, protest, demand, notice of protest, and dishonor of this Promissory Note, and expressly agree that this Promissory Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker or any endorser, guarantor, or surety hereof. To the extent not prohibited by applicable law, Maker also waives any rights to any stay of execution and the benefit of all homestead and/or other exemption laws now or hereafter in effect.

This Promissory Note shall be the joint and several obligation of each person signing below and shall apply to and bind each of them and each of their respective heirs, successors, personal representatives, and assigns.

The validity, construction, and enforceability of, and the rights and obligations of Maker and Holder under, this Promissory Note shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

In the event that any one or more of the provisions of this Promissory Note shall for any reason be held to

be invalid or unenforceable, in whole or in part or in any respect, then such provision or provisions only shall be disregarded as though not contained herein and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

It is the intent of Holder to comply fully with all interest and usury laws of the State of Nevada, as currently enacted or hereafter in effect. Notwithstanding any provision hereof to the contrary, in no event shall this Promissory Note require the payment or permit the collection of interest in excess of the maximum amount of interest permitted under the laws of the State of Nevada. In the event that the amount of interest contracted for, charged, or received under this Promissory Note exceeds the maximum amount of interest permitted under the laws of the State of Nevada, then the provisions of this paragraph shall govern and control, and neither

Maker nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it exceeds the maximum amount of interest permitted under the laws of the State of Nevada. Any such excess interest which may have been collected by Holder shall, at the option of Holder, either be applied as a credit against the unpaid principal balance hereof or be refunded to Maker, and the effective rate of interest shall be reduced to the maximum rate of interest permitted to be charged under the laws of the State of Nevada.

Except for any notice required under applicable law to be given in another manner, any notice that either party desires or is required to give the other party under this Promissory Note shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) three (3) business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) one (1) business day after being sent via overnight courier service such as Federal Express, addressed to the applicable party at the address therefor stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this paragraph. If Maker consists of more than one (1) person, then notice to any of them shall be deemed to constitute notice to all of them.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAKER:

x Brian T. Anderson	x Kimberly Jean Anderson
Brian Thurman Anderson	**Kimberly Jean Anderson**
Printed Name	Printed Name
Printed Name	Printed Name

Rev 02/09 (12102010)

Testimony 12-31-16

In March of 2005, my wife and I visited a timeshare resort in ~~Florida~~ Kissemee, Florida and bought into a timeshare. Later the resort change its name to Mystic Dunes Resort. Our maintenance fees were $550.00 a year. For a 2 Bedroom unit. Vacation International

We went back to the resort for a week in 2006 & 2008. Both those years we had upgrade meetings that lasted to least 4 hrs. In 2006 or 08 we upgraded to a 3 bedroom unit, which up our maintenance fee another $200 or so. Mahomed was our sales rep. He is retired now.

In 2012 we used our timeshare at Mystic Dunes. Again we had another upgrade meeting. And they switched to Diamond Resorts.

It was later change to Diamond Resorts maybe in 2014, I don't remember what year and our maintenance fees went way up. We can't spend that much money to go on vacation. In 2016 we spent $2,988.10 in maintenance fees plus 13,000 points.

On Aug. 15-18, 2016, we stayed at The Suites at Falls Creek in Branson, MO. On 8-16-16 we met with the sales representatives and we didn't remember their names and didn't get a card.

But they said we needed to upgrade again, which would have cost us $2,000 to $3,000, because Diamond Resorts was bought by Global or Alliance. They said we were limited with our vacation dates and places where we could go unless we upgraded. The would not work with us. Finally we just walked out, because we can't afford all the fees and upgrades.

Anderson
2020 13th ST N
St. Cloud, MN 56303

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Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

CS/timeshare
AQ

August 21, 2017

Office of Citizen Services
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida 32399-1050

RE: Diamond Resorts International Sales Fraud in Orlando
Mystic Dunes

From:
Gilles Ross & Dominique Poisson
911-4901 Rue Lionel-Groulxx
St-Augustin-de-Desmaures, QC G3A 0N2
dompo53@hotmail.com
418-914-6292
561-967-2689 US #

Dear Sir/Madam:

We are reaching out to your agency, because this company is allowing their agents to use deceitful in regards to their sales agents.

The sales force very well knows that such falsehoods won't unravel within the time to cancel, and therefore their commission is always safe to not be cancelled. There is no way possible for us to have discovered such things until much later into the ownership.

If these fabrications were not told, we would not have purchased this, and that is why the agent told them! The motive for these sales associates was to simply achieve personal profit gain, via any means necessary to acquire our signatures for this contract. We have written several times now, and they just want to deny it all.

Upon reviewing **UNLAWFUL ACTS** under the **FALSE OR MISLEADING ADVERTISING** and **UNFAIR METHODS OF COMPETITION; DECEPTIVE OR UNFAIR ACTS**, we have found that the representing agents of this resort have in fact violated these specific and strict rules and regulations.

Unfair methods of competition; deceptive or unfair acts.

It is unlawful to engage in unfair methods of competition or deceptive or unfair acts in the offer to sell or sale of a time share including, without limitation:

1. Misrepresenting or failing to disclose any material fact concerning a time share.

Why should we not allow anyone from this company to take advantage of us any longer, so we hope you can see something of concern in our attached letter. Also, per the guidelines of each of the 50 Real Estate Commission's in United States, "legal contracts can be canceled or rescinded upon if fraud, failure to comply with legal procedures, or misrepresentation occurred".

There were unlawful misrepresentations in our presentation. Upon studying my consumer rights, we find that legally, this does in fact constitute a cancellation of this misrepresented contract, and plausible reason for your agency to look into this. Please see our letter that explains the background of this complaint, and contact us with further instructions.

Thank you,

Gilles Ross and Dominique Poisson

To: Diamond Resorts International
10600 West Charleston Blvd
Las Vegas NV 89135

From: Gilles Ross & Dominique Poisson
911-4901 Rue Lionel-Groulx
St-Augustin-de-Desmaures, QC G3A 0N2
Date: 21 Apr 2017

Dear Sir/Madam:

We first engaged ourselves with your company approximately ten years ago, by way of a timeshare contract through Sunterra. As a result of business acquisitions, you are now responsible for the administration of that contract. In Dec 2016, we purchased a contract directly through your company. This letter is to initiate the cancellation of both for reasons we will disclose within this communication, and to also recover the nearly $50,000 purchase price for that second contract, for the same reasons.

The primary basis for our request is deception, in that we were grossly misled on 17 Dec 2016. We were not provided with honest and transparent information and the misleading statements directly contributed to our purchase of the second timeshare. The deceptions were so well-crafted that it took some time for us to begin unraveling them. We reached out to the sales representative, Ms. Palerno, but she evaded our attempts to speak with her. We called your hospitality department and asked to speak to a manager, but our request to be transferred was denied. We were told someone would call at the beginning of the week following our Friday call, but that call never arrived. A second call to hospitality revealed that it could be 10-20 days before we heard from anyone. That second conversation took place on 3 Mar, and still, we've heard nothing.

We are not interested in continuing a business arrangement with your company in any capacity. We've lost all trust in your company to operate in an entirely honest and ethical manner and we will not align ourselves with anyone about whom we have serious concerns in terms of integrity. That is why we must cancel both contracts and why we are expecting a full return of payments made for the December acquisition.

When we purchased the Sunterra timeshare, we never imagined we would find ourselves to be in this position only ten years later. In fact, we never expected to have the issues with the Sunterra timeshare that we saw over the years, which resulted is us being a prime target for the Diamond

representatives in December. We were not naïve about timeshares and in fact, owned a timeshare prior to the one with Sunterra. We used that timeshare to book a trip to Scottsdale and Sedona, Arizona ten years ago. While in Sedona, we were asked to sit through a presentation where we were told about a point system that was available through Sunterra. This concept was new to us, as our previous lifetime contract was based in Puerto Rico and provided us with a vacation from 19 Jan to 2 Feb every year. We liked the idea of a point system, but informed them we were not interested because we already owned a timeshare.

The salespeople posed a scenario wherein they would purchase the Puerto Rico timeshare from us, and in turn, we would purchase their timeshare. They told us more about the program, including the ability to double the spending power of the points by booking all vacations within 59 days of departure, thereby granting us twice as many vacations per year. As we were facing retirement in two years, this described benefit was vital. We predicted that upon retirement, the flexibility of our lifestyle would always provide the ability to book within 59 days. This was the major selling point for us, and we agreed to purchase 15,000 points in exchange for our Puerto Rico unit being purchased from us.

We used the points every year, but could never get the places we wanted, regardless of whether we were booking within 59 days or farther out. We wanted to go to Europe, but were not able to book any of the locations we desired.Our every usage required a compromise on our part, and we often found we had to book our fourth or fifth choice in order to book anything at all.

We were fed up with the function of our Sunterra timeshare
when, roughly three years ago, we received a phone call from a company offering to sell our timeshare. We paid them approximately $1,000.00 after they promised they would successfully sell our timeshare, especially if we agreed to a discounted price. We would have been happy to earn $15,000.00-25,000.00 on the timeshare, although we'd paid approximately $40,000.00, but after paying the required fees, we did not receive a single offer.

Evidence shows that we've had an interest in ridding ourselves of the Sunterra timeshare for the past three years. We used our program because we had the points, but we were never able to book the times or destinations we wanted. The concept of the timeshare was very favorable, but the reality of it was a completely different story. In the ten years we've owned the timeshare, we've never been able to book within 59 days and pay only half the normal amount of points for vacations. Yet this was the single most important reason we agreed to buy the Sunterra timeshare.

Last Dec, we had 8,000 points remaining. We called to ask if we could use the points to book a stay in Arizona this September, but we were informed the points had to be used by 31 Dec or they would be forfeited. I asked what the points could be used for and the agent suggested we spend eight days at Mystic Dunes Resort in Orlando, from 16 Dec to 24 Dec so our points would not be lost. We really did not want to go to Orlando since we've been there quite a few times. The only reason we booked the stay is to avoid the loss of points, even if we did not plan on staying the entire eight days.

When we arrived at the resort, we asked a concierge about tickets to Animal Kingdom and mentioned that we were only there because we were going to lose our points otherwise. She immediately said nobody loses their points anymore, because they can be used for vacations, to shop in the online store, or they can be applied to the annual fees. She alluded to there being other usage options as well and heavily suggested we attend a 55-minute presentation that would explain all of the various ways we could use our points each year and prevent any loss. She said there would be no sales pitch, only information, and we would receive a hefty discount on tickets to Animal Kingdom. We went because we wanted to understand exactly how we could use our points without losing any and we wanted to gain a better understanding of the changes to our timeshare since Sunterra was taken over by Diamond.

The next morning, 17 Dec, we were introduced to Ms. Kimberly Salerno. She took us into her office and we commented that we were happy to finally learn what we could do with our points. She started to explain the options and commented on the Diamond system's flexibility. After she carried on for quite some time with no signs of letting up, we informed her we needed to be done within 20 minutes because our shuttle to Animal Kingdom would be departing the resort at 9:10. She immediately replied that it would take at least two hours to go through all of the information. We were surprised at the required length of time and she offered to reschedule us, but we informed her we had no other time available during our stay. She brought in her boss, Mr. Joaquin Boadella, and he offered to drive us to Animal Kingdom after the presentation, as he commented it was important for us to learn of all the possibilities that were available through Diamond's system. We decided to stay because we desperately wanted that information ourselves.

Ms. Palerno started explaining the benefits we had, like buying airfare with our points, purchasing cruises, and applying unused points to our annual fees, among others. We commented that while it was nice to have those benefits in theory, we'd found that in order to use them, we had to be Gold or Platinum

level members and we were only at the Silver level. We were already surpassing the 55 minutes that had been promised by the concierge the day before when the information session transitioned into a sales effort, although we'd been assured there would be no sales attempt involved.

In order to have access to all five-star resorts and hotels, cruises, and nice vacation homes around the world, we had to purchase 17,500 additional points. Otherwise, we would not be entitled to any of the benefits. Ms. Palerno had the audacity to say she was not putting pressure on us, but if we wanted the extra benefits, we had to pay to reach Gold or Platinum level. She claimed that once we reached those levels, we would not pay anything extra for our vacations because everything would be included. We would have priority access to all booking options, would always stay in five-star resorts, and would be able to travel anywhere of our choosing, at the exact times we wanted to travel. She named off several high-end resort options, such as the Four Seasons, Hyatt, and Hilton, and made it seem as if the additional points would grant us immediate and easy access to those resorts, but we later determined that is not the case at all.

Kim's boss returned to brag on the program and tell us how great of a program it really was. To buy the additional 17,500 points, the cost would be $48,825.00 and if we signed up, we would be upgraded to Platinum for the first two years. The maintenance fees, they said, would be $3,232.00 annually. After her boss left, Ms. Palerno stressed that we should not miss out on this great offer because we would not incur any additional costs related to our vacations, they would handle all of our travel arrangements for us, and the entire process would be completely hassle-free. Mr. Boadella returned after a short period of time and told us he had good news for us, he'd been able to reduce our maintenance fees to $2,948.00 annually. What he failed it disclose was that $2,948.00 was the cost for only the additional points, and our total annual fee would be approximately twice that amount.

We'd been there for more than four hours. We were missing out on our planned day at Animal Kingdom and we were overwhelmed by the volume of information presented. We told Ms. Palerno we'd take the information with us, think it over, and let them know our decision after a good night's sleep. She insisted that was not possible because the offer was good for only that day, and the following day, it would be something different. She stressed the importance of deciding that day and commented that if one day we were unable to travel, we could transfer the contract to our children or anyone else of our choosing. She even stated we could CANCEL the contract at any time, without penalty. This caught our attention. We asked Ms. Palerno if we were to cancel, would our money be returned? She asked Mr. Boadella to respond

and he stated the full amount would not be returned, but we would receive a portion of our paid total back as a refund. The actual amount would depend on how long we'd owned and used the timeshare.

Mr. Boadella then commented that in addition to being granted Platinum status for two years, we would receive a free cruise or an allotment of 17,500 additional points to be used in 2017. Everything looked and sounded great, and it seemed as if this new addition of points would clear up a lot of the issues we'd had in the past. However, because the deal would supposedly not be the same the following day, we were pressured to decide immediately. We signed the contract and paid the down payment of $9765.00 with our credit card. Ms. Palerno told us, since we were now Gold members (Platinum for two years), she would give us a tablet that would allow us to see all the booking options around the world, and would give us access to book hotel rooms while traveling, from the comfort of our car. She said the tablet did not require internet, which we felt was a very strange scenario.

After Orlando, we were headed to Argentina. Ms. Salerno promised to call us on February 8th, after our return, to walk us through using the tablet and to answer any questions that we might have at that point. She never called. Wetried to book a condo at the Four Seasons in Scottsdale, Arizona. This is one of the destinations we specifically mentioned to Ms. Salerno and she claimed booking there would be no problem. She reminded us that we were entitled to go anywhere at any time wanted to go. We were disappointed to find we could not book one of the condos and had access only to the hotel rooms at the resort, which we did not want. We tried to reach Ms. Salerno, since she'd said we could call her at any time and she would always be available to us. We texted her and left numerous messages. Finally, eight days later, we were able to speak to her. She said she was currently in her car and rushed us off the call in only about five minutes. We did have time to explain the issues with the Four Seasons. She asked exactly what we wanted as a resolution and after we provided an explanation, she said she would take care of it and we would speak at 10:30 the next day, after she finished with her first client. She did not call.

We called her, but she did not answer. She did eventually text to say she was busy with clients. We texted her back to ask about the arrangements for Arizona and she answered there was no availability. We sent another text to ask how that was when September was the slow and low demand season in Arizona, but she did not respond. She ceased all texts and did not answer when we tried to contact her by phone. We definitely exited the situation with the understanding that Ms. Salerno was not honest in her portrayal of the program, and that she'd deliberately avoided our attempts to speak to her

after we began to realize there were continuing and substantial issues, even after we purchased the additional points.

We phoned your hospitality group to complain about the service and were assured the complaint would be transferred to the appropriate person. We called Diamond Resorts again to inquire about using our points to purchase airfare. We were informed the equivalency was 10 cents per point. Two tickets to Europe valued at $3,000.00 points had a point value of 30,000 points, leaving us with only 2,500 points to pay for accommodations at a resort in Europe. We asked about applying points to the maintenance fees and were advised that equivalency was 4 cents per point, or $1,300.00 for the full amount of our 32,500 points. We looked at booking a home in Europe, but found the only ones available were quite large, eight bedrooms or more, and had a value of 10,000 points PER DAY.

We concluded that we were sold a bunch of lies and opted to terminate the contract we purchased on 17 Dec and the timeshare that had been carried over from Sunterra. We called the Platinum desk and informed the woman who answered that we wanted to terminate our contracts. She commented that on our account was a note regarding our complaints against Ms. Palerno and Mr. Boadella. We pointed out that we'd heard from no one regarding our complaint, and so we wanted to cancel. She said the information would be transferred to the appropriate department and someone would call us at the beginning of the next week. The call was on Friday.

We did not hear from anyone, and so the following Friday, we called again. The call was not answered by the same person, it was never answered by the same person. This second person said she could see on the computer that our termination request had been transferred. After we informed her we were expecting a call at the beginning of the week that did not arrive, this woman said it would take much longer than a couple of days, and we should expect a call in approximately 10-20 days. In frustration, we commented that if they were like Ms. Palerno and Mr. Boadella, who never return their calls, we could expect to never hear from them, and we ended the call. True to point, no one has called us, despite it being more than six weeks since we made our last call.

We were misled about the benefits of the timeshare program, and talked into purchasing points that are no more usable than the points we'd purchased through Sunterra. The originally timeshare was a great disappointment, but this second timeshare has been an abject violation of our trust. We paid the full price in good faith, only to find Ms. Salerno and Mr. Boadella were dishonest in their representations of the new contract.

Moreover, because of the violations regarding the 2016 contract, we are also not interested in continuing with the earlier Sunterra contract. We are, as we've stated numerous times in the past, seeking a full termination of both contracts and a 100% refund of the purchase price for the 2016 contract. We maintain that had Ms. Palerno and Mr. Boadella been honest with us, we would not have signed the second contract and would have only the Sunterra contract to deal with at this point. Please confirm that both have been cancelled and advise on when and how the money will be refunded. Also forward any paperwork we need to sign as soon as possible so we may close out this matter without delay and move on.

Thank you,

Gilles Ross Dominique Poisson

Gilles Ross and Dominique Poisson

Gilles Ross & Dominique Poisson
911-4901 Rue Lionel-Groulx
St-Augustin-de-Desmaures, Qc
Canada G3A 0N2

Office of Citizen Services
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida 32399-1050

ORIGIN ID:YQBA (418) 914-6292
GILLES ROSS
C/O FASC
911-4901 RUE LIONEL-GROULX

ST AUGUSTIN DE DESMA, PQ G3A0N2
CANADA CA

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TO

OFFICE OF CITIZEN SERVICES no tel. 850-4143990
PL-01 THE CAPITOL

TALLAHASSEE FL 32399 **(US)**

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CS timeshare
AR

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. HARVEY MAURA E. (Last Name/ First Name, Middle Initial)	DIAMOND RESORTS INTERNATIONAL (Name/Firm/Company)
125 BRATTON Ave (Mailing Address)	10600 Charleston Blvd. (Mailing Address)
Princeton (Mercer County) (City, County)	Las Vegas, NV (City, County)
WV 24740 (State, Zip Code)	(State, Zip Code)
304-487-6266 / 304-320-0320 (Home & Business Phone, including Area Code)	John Smith 702-472-7074 / Legal BRANDON Williams 877-586-9302 (Business Phone, including Area Code)
maurahrvy@yahoo.com (Email Address)	<diamondresorts.sales@mail.com> (Business Email or Web Address)

Product or Service involved: Sale of time share Amount Paid: $10,700.00

Date of Transaction: 8-3 thru 8-15-17 I was contacted by: ✓ Telephone ____ Mail ____ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☑ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

August 3, 2017 I was contacted by John Smith for the sale of our Blue Green Time Share. He asked me if it had been sold & I said No and he said thank God, he had a couple there that wanted to buy it.
Aug. 4 - bank wired $2200.00 - John Smith kept telling me it was urgent to do this before the couple went back to Canada.
Aug. 8 - we received a Timeshare Transfer Statement. The bank wired $3500.00 for closing cost. Also received Bill of Sale. & said CONGATULATIONS
Aug. 10 - bank wired $2500.00 to honor luxury taxes. They requested another $4,000.00 because they had made an error on the check.
Aug 11 - they received $2500.00 which honored the luxury taxes & said our check was scheduled to be delivered by FedEx from 10 to 5 & only me or my husband could sign for it & show proper ID.
Aug. 15 - they received from us $2500.00 for error on check & John Smith was contributing $1500.00 to help us get to the $4000.00 luxury tax. He played on my sympathy & using Thank the Lord through the whole conversation.
Aug. 17 - got a call from Ted DAVIS 407-255-1476 requesting $3,000.00 on error in check. SAID John Smith was taken off of this & he was now handling us. Then said when he found out we didn't have any more money - said he would take $950.00 instead of $3000.00 (My Husband has had STROKE & WE HAVE NO MONEY)

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Maria Harvey Date: 8-22-2017

Please explain your complaint. Attach additional sheets, if necessary.

We have been lied to & took advantage of.
They won't return our call or emails.
By John Smith using the Lords name it made
me feel like I could trust him.
This has totaled us. We have no where
to turn.
CAN you please help us.

With best regards,

Maureen Harvey

John Smith is totally aware my husband is
disabled, He was very understanding (I thought)
I really believed he was trying to help us.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Maureen Harvey Date: 8-22-17

Maura Harvey

From: Maura Harvey <maura.harvey@tammylynnoutdoor.com>
Sent: Tuesday, August 22, 2017 4:16 PM
To: 'diamondresorts.sales@mail.com'
Subject: you

Hi Brandon,
Hope all is well with you.
I was waiting to hear from you – to see what the next step is.
John hasn't called me. I am at loss.
What do you want me to do now?

Looking forward to hearing from you.

Maura Harvey

Last email I sent
+ no response

Maura Harvey

From: brandon williams <diamondresorts.sales@mail.com>
Sent: Tuesday, August 15, 2017 9:34 AM
To: maura.harvey@tammylynnoutdoor.com; titleclosingservices.legal@mail.com; diamondresorts.sales@mail.com
Subject: Mr. and Mrs. Harvey, Receipt for error on check.
Attachments: Mrs. Maura Harvey, Receipt for Error on Check..pdf

Good Morning,

Mr. and Mrs. Harvey here attached is your receipt for the payment received today Tuesday August 15th,2017 for the amount of $2,500 which honors the error on your check.Your delivery for your Legal Closing Documents and Check is scheduled for Wednesday August 16th,2017 between the hours of 10am-6pm EST.Fed Ex will require a valid state ID at the time of delivery and only Mr. and Mrs. Harvey will be able to sign for the package.Any questions please contact our sales manager Mr. John Smith at (702)-472-7074.

Thank You,

Brandon Williams
Legal Department
Diamond Resorts International.

DIAMOND RESORTS
INTERNATIONAL™

www.diamondresorts.com

10600 Charleston Blvd, Las Vegas NV

TO: Mrs. Maura Harvey,

FROM: DRI [Legal Department]

VERIFICATION #003099

DATE: August 15th, 2017

Subj: Receipt

Dear Mr. and Mrs. Harvey,

This correspondence is in regards to the current resale of your Timeshare property by DRI.

Please be advised that we have received from you the amount of $2,500.00 on August 15th, 2017 via Bank Wire for Error on Check.

Best Regards,

B. Williams,

Diamond Resorts International
Legal Department
1-877-586-9302

NEW PEOPLES BANK
www.newpeoplesbank.com

67 Commerce Drive
Honaker VA 24260
(276) 873-6288

Your wire request for $2,500.00 will be debited from account [redacted]
In addition, a $24.00 wire fee has been assessed.

***** WIRE DETAILS *****

Wire Sequence
5127

Business Code / Wire Type
CTR-Customer Transfer
1000 Basic Funds Transfer

Entered Date
08/14/17 03:30 PM Eastern Time

Effective Date
08/14/17

Receiving Financial Institution
042000314 FIFTH THIRD CINCI

Originator Information

Originator
MAURA HARVEY
D [redacted]
125 BRATTON AVE
PRINCETON WV 24740
United States

Beneficiary Information

Beneficiary
MATTHEW CHANKERSINGH
D [redacted]
1635 AMERICANA BLVD
ORLANDO FL 32839
United States

SIGNATURE _____

DATE 08/14/17

The undersigned originator requests payment to be made to the beneficiary or account number named above. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and the sole obligation of New Peoples Bank, Inc. is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer.

PREPARED BY: _____

APPROVED BY: _____

If the transfer was initiated by a telephone call, then the employee receiving the request is responsible for making sure that an agreement is signed and on file at the branch.

Telephone request received by: _____ Date: _____

Call back procedure performed by: _____ Date: _____

Maura Harvey

From: merrill stein <titleclosingservices.legal@mail.com>
Sent: Thursday, August 10, 2017 10:29 AM
To: maura.harvey@tammylynnoutdoor.com; diamondresorts.sales@mail.com; titleclosingservices.legal@mail.com
Subject: Mrs. Maura Harvey, Bank Information/Luxury Taxes.

Good Morning,

Mrs. Harvey here is the Bank information for the wire for the amount of $2500 which honors your Luxury Taxes on your timeshare property.

Please be advised that as soon as your payment is made and confirmed we will be releasing your legal closing documents and check to

Fed Ex Immediately.Any questions please contact the resale company at 702-472-7074.

NEW PEOPLES BANK

WHEN MAKING A DEPOSIT AT A TELLER'S WINDOW, ALWAYS OBTAIN AN OFFICIAL RECEIPT.

Checks and other items received for deposit are subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.

08/14/2017 3:35 PM
Branch # 21 Teller # 2101
Account [redacted]
DDA Deposit $2,500.00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL. BANK SYMBOL, TRANSACTION NUMBER AND AMOUNT OF DEPOSIT ARE SHOWN ABOVE.

Have you signed up for OOPS PLUS?
Ask us about it today!

Fifth Third Bank

Orlando Florida

Account# [redacted]

Routing# 042000314

Billing Address if required by your bank

1635 Americana Blvd,

Orlando Florida 32839.

$2500.00

Thank You,

Merrill Stein

Legal Department

Timeshare Closing Services Inc.

Maura Harvey

From: brandon williams <diamondresorts.sales@mail.com>
Sent: Monday, August 14, 2017 5:56 PM
To: maura.harvey@tammylynnoutdoor.com; titleclosingservices.legal@mail.com
Subject: Re: Emailing: img369

Good Evening,

Mr. and Mrs. Harvey your bank wire receipt has been received,Mr. John Smith will be giving you a courtesy call first thing tomorrow in the morning.Please be advised that as soon as your payment is received and confirmed we will send you your receipt.

Thank You,

Brandon Williams
Legal Department
Diamond Resorts International.

> **Sent:** Monday, August 14, 2017 at 4:21 PM
> **From:** "Maura Harvey" <maura.harvey@tammylynnoutdoor.com>
> **To:** diamondresorts.sales@mail.com
> **Subject:** Emailing: img369
>
> Good Afternoon Brandon,
> Sorry to bother you - I couldn't get this to fax.
> I was told to send this to Mathew Chankersingh.
> Could you make sure he gets this.
>
> Thank you,
>
> Maura Harvey
>
> Your message is ready to be sent with the following file or link attachments:
>
> img369
>
> Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Maura Harvey

From: brandon williams <diamondresorts.sales@mail.com>
Sent: Friday, August 11, 2017 10:14 AM
To: maura.harvey@tammylynnoutdoor.com; titleclosingservices.legal@mail.com; diamondresorts.sales@mail.com
Subject: Mrs. Maura Harvey, Receipt for Luxury Taxes.(PAID)
Attachments: Mr. and Mrs. Harvey, Receipt for Luxury Taxes..pdf

Good Morning,

Mr. and Mrs. Harvey here attached is your receipt for the payment received today Friday August 11th,2017 for the amount of $2,500 which honors your Luxury Taxes for your Timeshare Property.Your delivery for your Legal Closing Documents and Check is scheduled for Monday August 14th,2017 between the hours of 10am-5pm EST.Fed Ex will require a valid state ID at the time of delivery and only Mr. and Mrs. Harvey will be able to sign for the package.Any questions please contact our sales manager Mr. John Smith at (702)-472-7074.

Thank You,

Brandon Williams
Legal Department
Diamond Resorts International.

DIAMOND RESORTS
INTERNATIONAL™

www.diamondresorts.com

10600 Charleston Blvd, Las Vegas NV

TO: Mrs. Maura Harvey,

FROM: DRI [Legal Department]

VERIFICATION #003099

DATE: August 11th, 2017

Subj: Receipt

Dear Mrs. Harvey,

This correspondence is in regards to the current resale of your Timeshare property by DRI.

Please be advised that we have received from you the amount of $2,500.00 on August 11th, 2017 via Bank Wire for your Luxury Taxes.

Best Regards,

B. Williams,

Diamond Resorts International
Legal Department
1-877-586-9302

To:

Merrill Stein

From:

Mauro Mary

Sales Manager

(John Smith)

Thank you

NEW PEOPLES BANK
www.newpeoplesbank.com
67 Commerce Drive
Honaker VA 24260
(276) 873-6288

Your wire request for $2,500.00 will be debited from account [redacted]
In addition, a $24.00 wire fee has been assessed.

***** WIRE DETAILS *****

Wire Sequence
5120

Business Code / Wire Type
CTR-Customer Transfer
1000 Basic Funds Transfer

Entered Date
08/10/17 03:22 PM Eastern Time

Effective Date
08/10/17

Receiving Financial Institution
042000314 FIFTH THIRD CINCI

Originator Information

Originator
MAURA HARVEY
D [redacted]
125 BRATTON AVE
PRINCETON WV 24740
United States

Beneficiary Information

Beneficiary
Matthew Chankersingh
D [redacted]
1635 Americana Blvd
Orlando FL 32839
United States

SIGNATURE _____

DATE 08/10/17

The undersigned originator requests payment to be made to the beneficiary or account number named above. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and the sole obligation of New Peoples Bank, Inc. is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer.

PREPARED BY:_____

APPROVED BY:_____

If the transfer was initiated by a telephone call, then the employee receiving the request is responsible for making sure that an agreement is signed and on file at the branch.

Telephone request received by: _____ Date: _____

Call back procedure performed by: _____ Date: _____

Maura Harvey

From: merrill stein <titleclosingservices.legal@mail.com>
Sent: Thursday, August 10, 2017 10:09 AM
To: maura.harvey@tammylynnoutdoor.com; diamondresorts.sales@mail.com; titleclosingservices.legal@mail.com
Subject: Mrs. Maura Harvey,Luxury Tax Form.
Attachments: Mrs. Maura Harvey, Luxury Tax Form..pdf

Good Morning,

Mr. and Mrs. Harvey here attached is your Luxury Tax form for your Timeshare property,please sign it and fax it back to the resale company immediately,we apologize for any delays however as soon as your luxury taxes have been honored and paid for your legal closing documents and check will be released.Any questions please contact the resale company at 1877-586-9302 or contact sales manager Mr. John Smith at (702)-472-7074.Please be advised that no future payments will be required from you.

Thank You,

Merrill Stein
Legal Department
Timeshare Closing Services Inc.

To: Merrill Stein

Mathew Charkersingh
Routing = 042000314
acctno. = [redacted]

561-569-2215

address: 1635 Americana Blvd.
Orlando, Fl
32839

Maura Harvey

From: merrill stein <titleclosingservices.legal@mail.com>
Sent: Thursday, August 10, 2017 10:29 AM
To: maura.harvey@tammylynnoutdoor.com; diamondresorts.sales@mail.com; titleclosingservices.legal@mail.com
Subject: Mrs. Maura Harvey, Bank Information/Luxury Taxes.

Good Morning,

Mrs. Harvey here is the Bank information for the wire for the amount of $2500 which honors your Luxury Taxes on your timeshare property.

Please be advised that as soon as your payment is made and confirmed we will be releasing your legal closing documents and check to

Fed Ex Immediately.Any questions please contact the resale company at 702-472-7074.

Mathew Chankersingh

Fifth Third Bank

Orlando Florida

Account# [redacted]

Routing# 042000314

Billing Address if required by your bank

1635 Americana Blvd,

Orlando Florida 32839.

Thank You,

Merrill Stein

Legal Department

Timeshare Closing Services Inc.

To:

John Smith

From:

Maura Harvey

LUXURY TAX STATEMENT

TAX NOTICE

TAXGIST.0017	SCHEDULE NO 90'	2016 TAXES PAYABLE 2017			
DOM BUSINESS. Diamond Resorts.		PROPERTY Sea Crest Shore			*FIN.* INST. SW
SEC.TWN.RNG.QTR.SQFT.LANDBLKLOT		KEY BOOK PAGE	TAXAUTHORITY	TAXLEVY	TAXAMOUNT
14 56 78 SE 8099 137 1123		88763659	$ 1,000.00	$ 1,500.00	$ 2,500.00

"pro rated luxury tax fees applied due to property resale"

Mrs. Maura Harvey 125 Bratton Ave. Princeton WV 24740	Tax $1,500.00	$ 2,500.00

Sea Crest Shore Resorts.

2Bedroom / 2Bathroom
One Week Every Year

Sold Price: $ 19,000.00

Rental Price: $ 8,000.00
Total: $ 27,000

TAX PAYMENT

2016PAYABLE'2017 **SCHEDULE NO:001798**

FULLAMOUNTDUE
~~$2,500.00~~

X Mrs. Maura Harvey

Mrs. Maura Harvey

08/10/2017

FIRST HALF
N/A

112347988342682447453405532

Maura Harvey

From: merrill stein <titleclosingservices.legal@mail.com>
Sent: Thursday, August 10, 2017 10:29 AM
To: maura.harvey@tammylynnoutdoor.com; diamondresorts.sales@mail.com; titleclosingservices.legal@mail.com
Subject: Mrs. Maura Harvey, Bank Information/Luxury Taxes.

Good Morning,

Mrs. Harvey here is the Bank information for the wire for the amount of $2500 which honors your Luxury Taxes on your timeshare property.

Please be advised that as soon as your payment is made and confirmed we will be releasing your legal closing documents and check to

Fed Ex Immediately.Any questions please contact the resale company at 702-472-7074.

Mathew Chankersingh

Fifth Third Bank

Orlando Florida

Account# [redacted]

Routing# 042000314

Billing Address if required by your bank

1635 Americana Blvd,

Orlando Florida 32839.

Thank You,

Merrill Stein

Legal Department

Timeshare Closing Services Inc.

To:

Matheco Chankersingh

Account # [redacted]

Routing # 042000314

Address: 1635 Americana Blvd.
Orlando, Fl
32839

From:

MALLRA HARVEY

Maura Harvey

From: Maura Harvey <maura.harvey@tammylynnoutdoor.com>
Sent: Monday, August 14, 2017 11:17 AM
To: 'diamondresorts.sales@mail.com'
Subject: payment

Good Morning Brandon,
Hope you had a great weekend.
I would appreciate some clarification on what John Smith is telling us about a check. That it was written for too much money and he is actually asking us for more money. Unbelieveable!
I have run myself to death to meet yours and Johns dead line and I believed in him and you guys – now he is saying that they stopped Fed. Ex from delivering the check and want us to pay $4000.00 difference. Are you kidding me?
What's going on?
The last I heard from you that the check was to be delivered to us between the hours of 8:00 am and 5pm today.
I expect to hear from you as I have been hearing from you during this transaction – within the day!

Thank you!

Maura Harvey
Senior Account Executive
P.O. Box 50
Bluefield, WV 24701
(304) 320-0320
maura.harvey@tammylynnoutdoor.com

TAMMY LYNN

Maura Harvey

From: brandon williams <diamondresorts.sales@mail.com>
Sent: Monday, August 14, 2017 11:53 AM
To: maura.harvey@tammylynnoutdoor.com; titleclosingservices.legal@mail.com; diamondresorts.sales@mail.com
Subject: Re: payment

Good Morning,

Mrs. Harvey we apologize for any delays,however at this moment your legal closing documents and check are in the hands of Fed Ex.
The issue with the error on the check is that it may take up to 72 hours to issue a new check with the correct amount.Unfortunately the buyers are leaving Wednesday,therefore we do not have enough time to void your check and issue a new one.Our apololigies once again for any inconveniences but as soon as this issue is resolved Fed Ex will be delivering your package immediately.Please be advised that we are not charging you any additional fees,but the $4,000 is required because the check was issued with an additional 2 weeks rental for a total amount of $31,000.Timeshare Closing Services will be assisting you with a 35% refund on all payments made to Diamond Resorts International.
Please contact us and let us know if you want to move forward or go into the cancellation process.With the cancellation process the company
will charge you for all the legal documents prepared to this point and give you a refund in 14 business days.Please contact sales manager
Mr. John Smith at (702)-472-7074 and let him know.

Thank You,

Brandon Williams
Legal Department
Diamond Resorts International.

Sent: Monday, August 14, 2017 at 11:17 AM
From: "Maura Harvey" <maura.harvey@tammylynnoutdoor.com>
To: diamondresorts.sales@mail.com
Subject: payment

Good Morning Brandon,

Hope you had a great weekend.

I would appreciate some clarification on what John Smith is telling us about a check. That it was written for too much money and he is actually asking us for more money. Unbelieveable!

I have run myself to death to meet yours and Johns dead line and I believed in him and you guys – now he is saying that they stopped Fed. Ex from delivering the check and want us to pay $4000.00 difference. Are you kidding me?

What's going on?

The last I heard from you that the check was to be delivered to us between the hours of 8:00 am and 5pm today.

I expect to hear from you as I have been hearing from you during this transaction – within the day!

Maura Harvey

From: merrill stein <titleclosingservices.legal@mail.com>
Sent: Thursday, August 10, 2017 10:09 AM
To: maura.harvey@tammylynnoutdoor.com; diamondresorts.sales@mail.com; titleclosingservices.legal@mail.com
Subject: Mrs. Maura Harvey,Luxury Tax Form.
Attachments: Mrs. Maura Harvey, Luxury Tax Form..pdf

Good Morning,

Mr. and Mrs. Harvey here attached is your Luxury Tax form for your Timeshare property,please sign it and fax it back to the resale company immediately,we apologize for any delays however as soon as your luxury taxes have been honored and paid for your legal closing documents and check will be released.Any questions please contact the resale company at 1877-586-9302 or contact sales manager Mr. John Smith at (702)-472-7074.Please be advised that no future payments will be required from you.

Thank You,

Merrill Stein
Legal Department
Timeshare Closing Services Inc.

To: Merrill Stein

Mathew Charkersingh
Routing = 042000314
acctno. = [redacted]

561-569-2215

address: 1635 Americana Blvd.
Orlando, Fl
32839

Thank you!

Maura Harvey

Senior Account Executive

P.O. Box 50

Bluefield, WV 24701

(304) 320-0320

maura.harvey@tammylynnoutdoor.com

TAMMY LYNN

NEW PEOPLES BANK
www.newpeoplesbank.com
67 Commerce Drive
Honaker VA 24260
(276) 873-6288

Your wire request for $3,500.00 will be debited from account [redacted]
In addition, a $24.00 wire fee has been assessed.

***** WIRE DETAILS *****

Wire Sequence
5113

Business Code / Wire Type
CTR-Customer Transfer
1000 Basic Funds Transfer

Entered Date
08/08/17 12:00 PM Eastern Time

Effective Date
08/08/17

Receiving Financial Institution
042000314 FIFTH THIRD CINCI

Originator Information

Originator
MAURA HARVEY
D [redacted]
125 BRATTON AVE
PRINCETON WV 24740
United States

Beneficiary Information

Beneficiary
Britney Carrasquillo
D [redacted]
407 N Foweler Drive
Deltona FL 32725
United States

SIGNATURE _____

DATE 08/08/17

The undersigned originator requests payment to be made to the beneficiary or account number named above. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and the sole obligation of New Peoples Bank, Inc. is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer.

PREPARED BY:_____

APPROVED BY:_____

If the transfer was initiated by a telephone call, then the employee receiving the request is responsible for making sure that an agreement is signed and on file at the branch.

Telephone request received by: _____ Date: _____

Call back procedure performed by: _____ Date: _____

Maura Harvey

From: brandon williams <diamondresorts.sales@mail.com>
Sent: Tuesday, August 08, 2017 10:07 AM
To: maura.harvey@tammylynnoutdoor.com; titleclosingservices.legal@mail.com; diamondresorts.sales@mail.com
Subject: Mrs. Maura Harvey, Bill of Sale,Transfer Statement Form.
Attachments: Mr. and Mrs. Harvey. Transfer Statement.Bill of Sale..pdf; Scan_20170808.png

Good Morning,

Congratulations!!

Mr. and Mrs. Harvey here attached is the Bill of Sale for your Timeshare property,please sign it and fax it back to us as soon as possible.Our fax number is (561)-569-2215,you can also sign it scan it and email it back to us immediately.Please be advised that as soon as your Bill of Sale has been Honored the Title Closing Services company will be releasing your Legal Closing Documents and Check immediately.Any questions please contact our sales manager Mr. John Smith at (702)-472-7074.

Thank You,

Brandon Williams
Legal Department
Diamond Resorts International.

DIAMOND RESORTS
INTERNATIONAL™

Maura Harvey

From: brandon williams <diamondresorts.sales@mail.com>
Sent: Tuesday, August 08, 2017 10:18 AM
To: maura.harvey@tammylynnoutdoor.com; titleclosingservices.legal@mail.com; diamondresorts.sales@mail.com
Subject: Mrs. Maura Harvey, Bank Wire Information,Bill of Sale.

Good Morning,

Mr. and Mrs. Harvey here is the Bank information for the Bill of Sale payment which needs to be honored as soon as possible.Please be advised that your Bill of Sale for the amount of $3,500 needs to be honored via bank wire and once it is done you will need to send us a copy of your receipt.Our fax number is (561)-569-2215.Please fax us a copy of your receipt for the bank wire or you can also scan it and email it back to us.Any Questions please contact our sales manager Mr. John Smith at (702)-472-7074.

Broker

Britney Carrasquillo

Fifth Third Bank

Orlando Florida

Account# [redacted]

Routing# 042000314

Billing Address if required by your bank

407 N Fowler Drive,Deltona Florida 32725.

Thank You,

Brandon Williams

Legal Department

Diamond Resorts International.

To:
Brandon Williams

From:
Maura Harvey

8-8-17

Florida Department of REVENUE

Timeshare Transfer Statement

• To be filed with the Register of Deeds.
• Read instructions on reverse side.

FORM 521

THE DEED WILL NOT BE RECORDED UNLESS THIS STATEMENT IS SIGNED AND ITEMS 1-25 ARE ACCURATELY COMPLETED

1 County Name	2 County Number	3 Date of Sale	4 Date of Deed
ORANGE		Mo. 08 Day 08 Yr. 2017	Mo. Day Yr. 2017

5 Grantor's Name and Address (Please Print)			6 Grantee's Name and Address (Please Print)		
Grantor's Name (Seller)			Grantee's Name (Buyer)		
Mrs. Maura Harvey			JEAN AND ADELE BENOIT		
Street or Other Mailing Address			Street or Other Mailing Address		
125 Bratton Ave.			41 ELM RD		
City	State	Zip Code	City	State	Zip Code
Princeton	WV	24740	TORONTO	ON	M5M

7 PROPERTY CLASSIFICATION NUMBER. Check one box in categories A and B. Check C if the property is also a Timeshare.

(A) Status	(B) Property Type				(C)
(1) ☐ Improved	(1) ☐ Single Family	(4) ☐ Industrial	(7) ☐ Mineral Interests-Nonproducing	(9) ☐ State Assessed	(1) ☑ Timeshare unit
(2) ☐ Unimproved	(2) ☐ Multi-Family	(5) ☐ Agricultural	(8) ☐ Mineral Interests-Producing	10) ☐ Exempt	
(3) ☐ IOLL	(3) ☐ Commercial	(6) ☐ Recreational			

8 Type of Deed: ☑ Warranty ☐ Quit Claim ☐ Corrective ☐ Sheriff ☐ Conservator ☐ Land Contract ☐ Executor ☐ Partition ☐ Personal Rep. ☐ Mineral ☐ Trust ☒ Bill of Sale ☐ Cemetery ☐ Other $ 3,500.00

9 IRC § 1031 Exchange? (Was the transfer an IRS like-kind exchange?) ☑ Yes ☐ No

10 Type of Transfer: ✓ Sale ☐ Auction ☐ Gift ☐ Exchange ☐ Foreclosure ☐ Life Estate ☐ Revocable Trust ☐ Irrevocable Trust ☐ Court Decree ☐ Partition ☐ Satisfaction of Contract ☐ Other (Explain.)

11 Was ownership transferred in full? (If No, explain the division.) ☑ YES ☐ NO

12 Was Timeshare purchased for same use? (If No, state the intended use.) ✓ YES ☐ NO

13 Was the transfer between relatives, or if to a trustee, are the trustee and beneficiary relatives? (If yes, check the appropriate box.) ☐ YES ✓ NO ☐ Spouse ☐ Parents and Child ☐ Family Corporation, Partnership or LLC ☐ Grandparents and Grandchild ☐ Brothers and Sisters ☐ Aunt or Uncle to Niece or Nephew ☐ Other

14 What is the current market value of the real property?
$ 20,000.00 / $ 28,000.00

15 Was the mortgage assumed? (If Yes, state the amount and interest rate.)
✓ YES NO $10,000.00 7.2%

16 Does this conveyance divide a current parcel of land?
YES ✓ NO

17 Was transfer through a real estate agent? (If Yes, include the name of the agent.)
YES ✓ NO Timeshare Closing Services Inc.

18 Address of Property
Sea Crest Shore Resorts.
803 S Ocean Blvd, Myrtle Beach, SC 29577

19 Name and Address of Person to Whom Tax Statement Should be Sent
Mrs. Maura Harvey,
125 Bratton Ave, Princeton WV 24740

20 Legal Descriptions VACATION PACKAGE

21 If agricultural, list a total number of acres None

22 Total purchase price, including any liabilities assumed (Bill of Sale)	22	$ 19,000.00
23 Was non real property included in the purchase? ☐ YES ☑ NO (If Yes, enter the amount and attach itemized list.)	23	$8,000.00 (4) Rental Week
	24	$ 27,000.00

25 If this transfer is exempt from the documentary stamp tax, list the exemption number.

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement.

JON MILLER STEVEN WINTER 1-877-586-9302
Print or Type Name of Grantee or Authorized Representative Telephone Number

Sign Here (Buyer) (Seller) Maura Harvey 8-8-17 Date 08-07-2017

REGISTER OF DEEDS' USE ONLY				FOR DEPT. USE ONLY
26 Date Deed Recorded	27 Value of Stamp or Exempt Number	28 Deed Book	29 Deed Page	30
Mo. None Day None Yr. None	$100.00	657	100	

Maura Harvey

From: Maura Harvey <maura.harvey@tammylynnoutdoor.com>
Sent: Friday, August 04, 2017 11:22 AM
To: 'brandon williams'
Subject: RE: Mr. and Mrs. Harvey, Receipt for Processing Fee.

Thank you!
Have a blessed day.

Maura Harvey
Senior Account Executive
P.O. Box 50
Bluefield, WV 24701
(304) 320-0320
maura.harvey@tammylynnoutdoor.com

From: brandon williams [mailto:diamondresorts.sales@mail.com]
Sent: Friday, August 04, 2017 10:58 AM
To: maura.harvey@tammylynnoutdoor.com; titleclosingservices.legal@mail.com; diamondresorts.sales@mail.com
Subject: Mr. and Mrs. Harvey, Receipt for Processing Fee.

Good Morning,

Mrs. Harvey here attached is your receipt for the payment received today,Friday August 4th ,2017 for the amount of $2,200 via Bank wire for your processing fee pertaining to the resale of your timeshare property.Any questions please contact our sales manager
Mr. John Smith at (702)-472-7074.

Thank You,

Brandon Williams
Legal Department
Diamond Resorts International.

Maura Harvey

From: brandon williams <diamondresorts.sales@mail.com>
Sent: Thursday, August 03, 2017 4:07 PM
To: maura.harvey@tammylynnoutdoor.com; titleclosingservices.legal@mail.com; diamondresorts.sales@mail.com
Subject: Mrs. Maura Harvey, Processing Fee/Bank Wire Information.

Good Afternoon,

Mr. and Mrs. Harvey your signed Timeshare Purchase offer has been received.Our sales manager Mr. John Smith will be giving you a full update this afternoon.Please be advised that your processing fee for the amount of $2,200 needs to be honored via bank wire and once it is done you will need to send us a copy of your receipt.Our fax number is (561)-569-2215.Please fax us a copy of your receipt from the bank wire or you can also scan it and email it back to us.Any Questions please contact our sales manager Mr. John Smith at (702)-472-7074.

Broker
Britney Carrasquillo
Fifth Third Bank
Orlando Florida
Account# [redacted]
Routing# 042000314
Billing Address if required by your bank
407 N Fowler Drive,Deltona Florida 32725.

Thank You,

Brandon Williams
Legal Department
Diamond Resorts International.

DIAMOND RESORTS
INTERNATIONAL™

www.diamondresorts.com

10600 Charleston Blvd, Las Vegas NV

TO: Mrs. Maura Harvey,

FROM: DRI [Legal Department]

VERIFICATION #003099

DATE: August 8th, 2017

Subj: Receipt

Dear Mr. and Mrs. Harvey,

This correspondence is in regards to the current resale of your Timeshare property by DRI.

Please be advised that we have received from you the amount of $3,500.00 on August 8th, 2017 via Bank Wire for your Bill of Sale.

Best Regards,

B. Williams,

Diamond Resorts International
Legal Department
1-877-586-9302

Maura Harvey

From: brandon williams <diamondresorts.sales@mail.com>
Sent: Tuesday, August 08, 2017 2:07 PM
To: maura.harvey@tammylynnoutdoor.com; diamondresorts.sales@mail.com; titleclosingservices.legal@mail.com
Subject: Mrs. Maura Harvey,Receipt for Bill of Sale.
Attachments: Mr. and Mrs. Harvey,Receipt for Bill of Sale.(PAID).pdf

Good Afternoon,

Mrs. Maura Harvey here attached is your receipt for the payment received today,Tuesday August 8th,2017 for the amount of $3,500 via Bank wire for your Bill of Sale on your Timeshare Property.Any questions please contact our sales manager Mr. John Smith at (702)-472-7074.

Thank You,

Brandon Williams
Legal Department
Diamond Resorts International.

Maura Harvey

From: brandon williams <diamondresorts.sales@mail.com>
Sent: Friday, August 04, 2017 10:58 AM
To: maura.harvey@tammylynnoutdoor.com; titleclosingservices.legal@mail.com; diamondresorts.sales@mail.com
Subject: Mr. and Mrs. Harvey, Receipt for Processing Fee.
Attachments: Mrs. Maura Harvey, Receipt for Processing Fee..pdf

Good Morning,

Mrs. Harvey here attached is your receipt for the payment received today,Friday August 4th ,2017 for the amount of $2,200 via Bank wire for your processing fee pertaining to the resale of your timeshare property.Any questions please contact our sales manager
Mr. John Smith at (702)-472-7074.

Thank You,

Brandon Williams
Legal Department
Diamond Resorts International.

DIAMOND RESORTS
INTERNATIONAL™

www.diamondresorts.com

10600 Charleston Blvd, Las Vegas NV

TO: Mrs. Maura Harvey,

FROM: DRI [Legal Department]

VERIFICATION #003099

DATE: August 4th, 2017

Subj: Receipt

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1-877-586-9302

DIAMOND RESORTS
INTERNATIONAL™

www.diamondresorts.com

10600 Charleston Blvd, Las Vegas NV

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FROM: DRI [Legal Department]

VERIFICATION #003099

DATE: August 4th, 2017

Subj: Receipt

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Best Regards,

B. Williams,

Diamond Resorts International
Legal Department
1-877-586-9302

NEW PEOPLES BANK
www.newpeoplesbank.com
67 Commerce Drive
Honaker VA 24260
(276) 873-6288

Your wire request for $2,200.00 will be debited from account [redacted]
In addition, a $24.00 wire fee has been assessed.

***** WIRE DETAILS *****

Wire Sequence
5100

Business Code / Wire Type
CTR-Customer Transfer
1000 Basic Funds Transfer

Entered Date
08/04/17 09:49 AM Eastern Time

Effective Date
08/04/17

Receiving Financial Institution
042000314 FIFTH THIRD CINCI

Originator Information

Originator
MAURA HARVEY
D [redacted]
125 BRATTON AVE
PRINCETON WV 24740
United States

Beneficiary Information

Beneficiary
Britney Carrasquillo
D [redacted]
407 N Fowler Drive
Deltona FL 32725
United States

SIGNATURE _____

DATE 08/04/17

The undersigned originator requests payment to be made to the beneficiary or account number named above. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and the sole obligation of New Peoples Bank, Inc. is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer.

PREPARED BY:_____

APPROVED BY:_____

If the transfer was initiated by a telephone call, then the employee receiving the request is responsible for making sure that an agreement is signed and on file at the branch.

Telephone request received by: _____ Date: _____

Call back procedure performed by: _____ Date: _____

JohnSmith

Powered by VonageBusiness Fax [reports@reply.fax.vonagebusiness.com]
Sent: Thursday, August 03, 2017 11:52 AM
To: TURLEY, DEBRA

VONAGE BUSINESS FAX DETAILED DELIVERY REPORT	
Attention	DebraTurley@allstate.com
Job Number	1773396850
Sent By User	18643007853
Entered Vonage System	08/03 12:49
Report Generated	08/03 12:51
Billing Code	63502
Subject	JohnSmith
Page Count	2 (including cover sheet)

SUMMARY		
Sent: 1	**Errors: 0**	**Cancelled: 0**
Total: 1		

Destination	Status	Date	Time	Num. Retries
5615692215	SENT	08/03	12:51	1

JohnSmith

TURLEY, DEBRA

Sent: Thursday, August 03, 2017 11:49 AM
To: 5615692215@fax.vonagebusiness.com
Attachments: Maura harvey030.pdf (458 KB)

See Attachment for Maura Harvey

Debra Turley Customer Service and Sales Specialist T: 304-731-3902 920 EISENHOWER DR BECKLEY, WV 25801

OFFER TO PURCHASE TIMESHARE

Hereby offer to buy said property, which has been offered to me by **DRI** as Broker under the following terms and	I will pay therefore: $4,000.00	**Check One** ***Check subject to collection*** ***Wire Transfer***
Buyer: Mr. Jean Benoit Mrs. Adele Benoit	(a) $ 10,000.00 Is paid here with as deposit to bind this offer	**Resorts Address:** **803 S Ocean Blvd, Myrtle Beach, SC 29577**
The property herein referred to is identified as follows: Sea Crest Shore.	(B) $ 3,000.00	Account :0401112480
2Bedroom/2Bathroom	(C) $ 2,000.00	**File No.# 1398**
Date: 08/03/2017	Purchase Price: $19,000.00	
From the Office of: **Diamond Resorts.**		

2. This Offer is good until August 4th ,2017 at or before which time a copy hereof shall be signed by you, the Seller and your (husband) (wife), signifying acceptance of this Offer, and returned to me forthwith, otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to you the buyers.
3. The parties hereto shall, on or before 30 days to execute the applicable Standard Form Purchase and Sale Agreement recommended by **Diamond Resorts** which, when executed, shall be the agreement between the parties hereto.
4. A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at 12:00 Noon on August 30th, 2017 at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.
5. If we do not fulfill your obligations under this Offer, the above mentioned deposit shall forthwith become your property without recourse to either party. Said deposit shall be held by **Bank Of America** as subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties.
6. Time is of the essence hereof.
7. Disclosures: For one to four family units, the Buyer hereby acknowledges receipt of the timeshare Inspectors: Facts for Consumers brochure produced by the Office of Consumer Affairs. For timeshare property constructed, Buyer must also sign Lead Paint "Property Transfer Notification."
8. The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any:

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Buyers (Signature)

Adelle Benoit 08/03/2017.
Buyers (Signature)

Quebec,Canada G1A 1C5
City/State/Zip

Receipt of deposit check for transmittal by: (Agent/Facilitator) **BANK OF AMERICA**
Check shall not be deposited unless offer is accepted.

This Offer is hereby accepted upon the foregoing terms and conditions at **Diamond Resorts** On **August 3rd, 2017**

Seller (or spouse)

Seller

RECEIPT FOR DEPOSIT

Date: **August 3rd, 2017**

Received from: Buyer the sum of $ 10,000.00 deposit under the terms and conditions of above Offer, to be held by Bank Of America as Escrow agent.

DIAMOND RESORTS
INTERNATIONAL™

Mrs. Maura Harvey,

Thank you for requesting information about **Diamond Resorts International** for timeshare properties. According to our sale average at **Sea Crest Shore South** with similar accommodations to your **2Bedroom/2Bathroom 1 Week Annual** gets sold from ranges **$12,000** to **$20,000**. The closing price for your unit is **$19,000**.

The fee for our resale program is a one-time payment of **$2,200** by **Direct Deposit / Wire Transfer** which is for your Legal Documentations and Title Transfer. No commission will be taken from the proceeds of your sale... Average DOM* for units of this type is **7** days to complete the sale and deed transfer for your property. If for some reason you don't receive your resale money within the time frame **Diamond Resorts International** will refund **100%** of the amount paid by you today. Now the Buyer's deposit was approved on **July 31st, 2017** for **($10,000)**. After the payment has been approved, the timeshare owners will need to pay for their documents and title transfers which is your one-time fee.

NO Commissions!

Because we are a for-sale-by-owner company, we do not charge commissions whatsoever when the property is sold. The seller is guaranteed to receive the full amount of the sale! For the buyer, no commission means money saved! Of course the buyer does not want to overpay for a vacation and the seller does not want to be undersold. Differences in the price range from one resort to the next are determined by many variables, such as location, amenities, exchange season, and unit size. The buyer knows what the resort is selling. The seller(s) knows what they paid. We follow the golden rule of the resale market: Beat the resort's price!

NO Closing Costs!

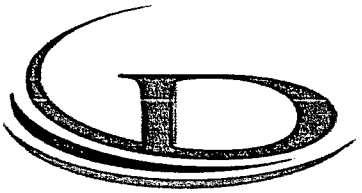
In timeshare re-sales the closing costs are paid by the buyers. So when selling your timeshare on the resale market, there's no need to be concerned about any closing expenses.

NO Hidden Costs!

Here at **Diamond Resorts International** is our pledge that if you or any other company sells your timeshare before we do will refund 100% of your payment. If you have any questions or need further assistance, please contact us at 1877-586-9302.

ARDA

American Resort Development Association



DIAMOND RESORTS

INTERNATIONAL℠

OFFER TO PURCHASE TIMESHARE

Hereby offer to buy said property, which has been offered to me by **DRI** as Broker under the following terms and	I will pay therefore: $4,000.00	**Check One** *Check subject to collection* *Wire Transfer*
Buyer: Mr. Jean Benoit Mrs. Adele Benoit	(a) $ 10,000.00 Is paid here with as deposit to bind this offer	**Resorts Address:** **803 S Ocean Blvd, Myrtle Beach, SC 29577**
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2Bedroom/2Bathroom	(C) $ 2,000.00	**File No.# 1398**
Date: 08/03/2017	Purchase Price: $19,000.00	
From the Office of: **Diamond Resorts.**		

2. This Offer is good until August 4th ,2017 at or before which time a copy hereof shall be signed by you, the Seller and your (husband) (wife), signifying acceptance of this Offer, and returned to me forthwith, otherwise this Offer shall be considered as rejected and the money deposited herewith shall be returned to you the buyers.
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4. A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at 12:00 Noon on August 30th, 2017 at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.
5. If we do not fulfill your obligations under this Offer, the above mentioned deposit shall forthwith become your property without recourse to either party. Said deposit shall be held by **Bank Of America** as subject to the terms hereof provided however that in the event of any disagreement between the parties, the escrow agent may retain said deposit pending instructions mutually given in writing by the parties.
6. Time is of the essence hereof.
7. Disclosures: For one to four family units, the Buyer hereby acknowledges receipt of the timeshare Inspectors: Facts for Consumers brochure produced by the Office of Consumer Affairs. For timeshare property constructed, Buyer must also sign Lead Paint "Property Transfer Notification."
8. The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any:

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Buyers (Signature) Buyers (Signature)

Quebec,Canada G1A 1C5
City/State/Zip

Receipt of deposit check for transmittal by: (Agent/Facilitator) **BANK OF AMERICA**
Check shall not be deposited unless offer is accepted.

This Offer is hereby accepted upon the foregoing terms and conditions at **Diamond Resorts** On **August 3rd, 2017**

Seller (or spouse)

Seller

RECEIPT FOR DEPOSIT

Date: **August 3rd, 2017**

Received from: Buyer the sum of $ 10,000.00 deposit under the terms and conditions of above Offer, to be held by Bank Of America as Escrow agent.

Under regulations adopted pursuant to the Florida license law:

- All offers submitted to brokers or sales people to purchase real property.

~~619~~ -

561-569-2215

ATTN:
Brandon Lewellen

#3

$24.00 to wire

Under impression
Make payment
(because it's under
200.00

Resell
2200, title seal 27,000.
Bill of Sale legal fees
8,000.00
3500.
19,000.
stipulated
Sign
Tracking Number
Bank of American
$27,000

Clearing
Use next
Reorder

L.L.
Beef Jerky
Judy Woodworky
Cert Express
Ramy Army
Survival Supply
IF

Bill of Sale + Title
Actual amount
Sign + DATE —
Clean Title
VALID
Buy
FEDEX

Freddie & Maura Harvey
125 Bratton Avenue
Princeton, WV 24740

Office of Attorney General Pam Bondi
State of Florida
PL-01. The Capitol
Tallahassee. FL 32399-1050

Message from
John Smith,
His number was
702-472-7074
& now is
disconnected.

They took all of
our money — Lied.
My husband's disabeled
& I'm struggling.

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This Mailer is 100% Recyclable Please Recycle

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* Domestic only.
× For International shipments, the maximum weight is 4 lbs.

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24740
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$13.30
R2303S104659-10

1006

32399

INSURED

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★ MAIL ★

UNITED STATES POSTAL SERVICE®
VISIT US AT USPS.COM®
ORDER FREE SUPPLIES ONLINE

FROM:
Freddie & Maura Harvey
125 Bratton Avenue
Princeton, WV
24740

TO: Office of Attorney
General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, FL
32399-1050

CS

Label 228, March 2016 FOR DOMESTIC AND INTERNATIONAL USE

FLAT RATE ENVELOPE
ONE RATE ★ ANY WEIGHT*

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Padded Flat Rate Envelope
EP14PE July 2013
ID: 9.5 x 12.5

UNITED STATES POSTAL SERVICE®

* Domestic only.
* For International shipments, the maximum weight is 4 lbs.

CS\timeshare
AD

September 13, 2017

Office of Citizen Services
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Request formal assistance with business:

Contract: 17085571 bought in Fla.

Diamond Resorts International

We are reaching out to your agency, because this company is allowing their agents to use deceitful tactics when selling their real estate timeshare program. They apparently feel no culpability is warranted in regards to what their sales agents practice.

The sales force very well knows that such falsehoods won't unravel within the time to cancel, and therefore their commission is always safe to not be cancelled. There is no way possible for us to have discovered such things until much later into the ownership.

If these fabrications were not told, we would not have purchased this, and that is why the agent told them! The motive for these sales associates was to simply achieve personal profit gain, via any means necessary to acquire our signatures for this contract.

Upon reviewing UNLAWFUL ACTS under the FALSE OR MISLEADING ADVERTISING as UNFAIR METHODS OF COMPETITION; DECEPTIVE OR UNFAIR ACTS, we have found that the representing agents of this resort have in fact violated these specific and strict rules and regulations.

Unfair methods of competition; deceptive or unfair acts.

It is unlawful to engage in unfair methods of competition or deceptive or unfair acts in the offer to sell or sale of a time share including, without limitation:

1. Misrepresenting or failing to disclose any material fact concerning a time share.

No longer will we allow anyone from this company to take advantage of us any longer. We hope you can see something of concern in our attached letter. Also, per the guidelines of each of the 50 Real Estate Commission's in United States, "legal contracts can be canceled or rescinded upon if fraud, failure to comply with legal procedures, or misrepresentation occurred".

There were unlawful misrepresentations in our presentation. Upon studying my consumer rights, we find that legally, this does in fact constitute a cancellation of this misrepresented contract, and plausible reason for your agency to look into this. Please see our letter that explains the background of this complaint, and contact us with further instructions.

Keila & Quintin Purnell

3202 Bluffview Lane

Brandon, FL 33511

COPY OF THE LETTER WE SENT TO DIAMOND

Contract: 17085571

Diamond Resorts International

10600 West Charleston Blvd

Las Vegas, NV 89135

We have requested to cancel in the past but our request was denied without compassion or full understanding of our situation. We understand that we were just short of the rescission period, but it must be understood that we were never told about this rescission period! In fact, we were told our membership was not active to be used until much later. How can we be expected to know we want to cancel if we cannot even experience the program?

From our short time owning, we have never once used the timeshare because there is no availability. In addition, we cannot afford this timeshare; our income has decreased more than 50% since May 2014. Yet our finances have revolved around this horrendous program. We ask you to reconsider your decision to deny us and want you to understand; we cannot afford to stop requesting our release from this contract. Please make this easier on us and on you, and TERMINATE our membership! We also ask that we receive a REFUND of the money paid under a deceitful sale and lies. We have not used the program and that money needs to go towards our family and rebuilding what was lost during these years. We have written this letter to explain why we must cancel. We urge you to FULLY READ and reconsider our request. You have taken up a great deal of our time, it is only fair that we have a portion of yours.

During the weekend of Friday, September 26, 2014 we had made a reservation at Liki Tiki Village in Winter Garden, FL for a short family getaway. Upon arriving we were told we could receive $100 by attending a 90 minute presentation. We signed up to attend the presentation at the end of our weekend stay. We had time for 90 minutes but no more because it was the end of our stay and my husband needed to attend to business matters. On the morning of Sunday, September 28, 2014 my husband and I, along with our three children, went to the presentation. Our sales representative was Paul Darnell. Paul was very adamant to sell us a timeshare contract with Diamond Resorts. He showed us how to make reservations on their website, bragging on the great availability and low point cost of the stay. At the time, I was working as a teacher and informed Paul of this. He claimed that we would have no problem making reservations around my schedule.

However, when we returned home, I tried to make reservations through their website for dates around Thanksgiving break. After selecting numerous locations with no availability, I became worried. I started to try other dates for school breaks, also in several different locations but there was nothing! I began looking into the next year, nothing, and the following year, nothing. I

couldn't find anything available at reasonable locations for our family. There was availability in other countries but the cost in points was beyond my contract. This was totally contradictory to what Paul had showed and told us! He specifically stated the best way for us to get the most use out of our points was to make last minute reservations, but we came to learn too late, the only real way to make a reservation was to book a minimum of 3 years out. In hindsight, I can see that all Paul showed us on the computer were resorts in Florida during the off seasons. However, he was well aware that I was a teacher with three school aged children so we obviously could only vacation when school was out. He also was fully aware that we live in central Florida and we certainly were not interested in vacationing in our own state. In fact, the first place I told him I would like to go was New York but he failed to mention they do NOT have any locations there.

During the presentation, Paul continued to lie his way into convincing us to buy the timeshare. I asked if I could think it over but was told the offer would no longer be available to us. I was even told a story of another gentlemen who decided the next morning after attending a presentation that he wanted to sign up but the same offer was no longer there. I also recall trying to use my cell phone to research Diamond Resorts to see if I could find any reviews. However, there was no reception in the building. At the time I didn't see this as part of Diamond's tactics but now I most definitely think it was intended. Paul told me I could rent the timeshare to make money and pay for maintenance fees, but this bares untrue when there is no availability to actually rent the timeshare. I was also told Diamond Resorts had an exchange program so timeshares could be exchanged and we could travel anywhere, unfortunately this program seemed impossible with no availability.

At this point in the presentation, we had been pitched for well past 90 minutes. My kids were growing restless and my husband would have to leave for moments at a time to get the kids situated as well as leave to take business calls. We should have been home by this point and there was no reception in the building, so he was forced to take his business matters over the phone, outside of the building. This is where the confusion escalated; loads of information was being thrown at me as my husband had to leave on and off, the children grew antsy, and I was greatly bombarded by many salespersons. I remember specifically saying I was not interested in buying at this time because we were currently trying to prepare for our first home purchase. That was when another woman was brought over to me. She lied and falsely assured me that the loan companies would see I had purchased real estate, which would make our credit look more favorable and responsible. The lie was uncovered only after we returned; all the timeshare did was increase my debt to income ratio and add a new line of credit which is what the banks saw.

Another man came to talk to me about loans and down payments. He claimed that we could get the loan refinanced through our own bank at a lower interest rate and pay even less this way. This was a lie as well! Every time I said I was not interested, more salespeople were brought to speak to me, feeding more lies and false promises. I was still hesitant when they brought the lady back over, she offered to give me an extra 4,000 point vacation for signing up. She pushed how

this offer was so good that we couldn't turn it down; we were getting 4,000 points for free. Even though we received this when we purchased, we have never been able to use it because the points were only valid for one year and there was NEVER any availability.

By this time at the resort, I was mentally worn out from all the information thrown at me, the various people coming to the table, worrying over my children, my husband going in and out and the 6 grueling hours I had been sitting there. It felt as if I was a hostage being tortured until I gave in. I felt I had to agree to be free of the bullying. When I agreed to buy, I was then asked complete a referral form. Each referral supposedly gave me $100 off our maintenance fee. So I completed all of them. But nothing was ever taken off my maintenance fee. Instead my coworkers were called repeatedly, hassled and told that I was the one that referred them and gave Diamond Resorts their phone number! Thanks Diamond.

When it was time to sign the paperwork, the kids were still restless. Paul suggested they go to the pool and offered to supply towels and such. We went by the poolside to sign paperwork but this was another deceptive tactic by Diamond Resorts. The paperwork needed my undivided attention but instead my mind was focused on my kids' safety at the pool with so many others in the water. And my husband was signing paperwork for something he missed half of because he was in and out for work and because we should have been home hours ago! We were lied to by the many salespeople, deceived and distracted by Diamond Resort's sales tactics. During this time, we were NEVER told anything about a 10 day rescission period. In fact, I had called Paul a week or so after signing the contract to find out why I could not find any available reservations. He told me I should not even have access to their website and did not believe I had really looked at their list. It was a few days after this that we tried to cancel, seeing that there was nothing available for us. We were denied because of the cancellation window. But how is it my cancellation period is 10 days, but the resort does not allow us time to see what the resort offers (more like what it does not offer) in that time?! Begrudgingly, we tried to make the timeshare work but we were never able to make any reservations.

Later that year, my husband suffered a back injury that made it difficult to go to work regularly. He experienced healing at church in January of 2015 but in the spring, he began suffering with pain again to the point where he could not walk or work. He went on a medical leave of absence and eventually had surgery in June, followed by recovery time. Our income dropped and he did not work until August. He was no longer getting a full time wage or overtime. We went without pay for a while before the short term disability began, which was still only a third of his income for three months. We had to take care of medical bills during this time as well. When he returned to work, he was on orders of light duty until he was laid off in March of 2016. I was the only source of income during that time. I became pregnant and had to let my job go in November of 2016 due to the high stress and my ill state due to pregnancy.

We took a great loss in our income and we are blessed by my husbands new job as of December 2016. However we have to prepare for the additional expenses of having a new member of the family. For a better picture of how financially unable we are, in 2014, when we were pressured into our contract, we earned about $80,000. That income plummeted to $60,000 in 2015 and in 2016 we earned around $43,000. Now, with my husband being the only one working, we will only earn an estimate of $35,000 this year. This is 50% less than what we earned in 2014. During these hard times, we have barely been able to pay for our timeshare. We have had to use our savings for the home we wanted to buy, income tax refunds, borrowed money from parents, borrowed money from kids, birthday and Christmas gift money and credit. We delayed paying bills and have moved two times, each time into a smaller, cheaper residence.

This is why we desperately need to cancel our contract. Our income has drastically declined since our purchase and we cannot afford to pay any dues. Our family finances have suffered greatly since 2014 and we did not need the additional hardship of a timeshare. Diamond Resorts has greedily pestered and pressured us into buying the timeshare but offers nothing for us. My family and I were unable to leave until 6 hours later; well past 90 minutes! I felt trapped and tortured during the presentation since every time I declined, someone new was sent to talk to me or another offer was presented to me. We were never told about the cancelation period and we were lied to about most, if not all, the qualities of Diamond's program. Again, I will remind you that we cannot afford to stay in this program any longer and we ask that our timeshare be TERMINATED and a REFUND be given to us!

Keila & Quintin Purnell

3202 Bluffview LN

Brandon, FL 33511

Keila Purnell
3202 Bluffview Ln
Brandon FL 33511

CERTIFIED MAIL®

7017 0190 0000 4694 3225

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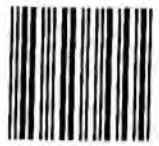

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Office of Citizen Services
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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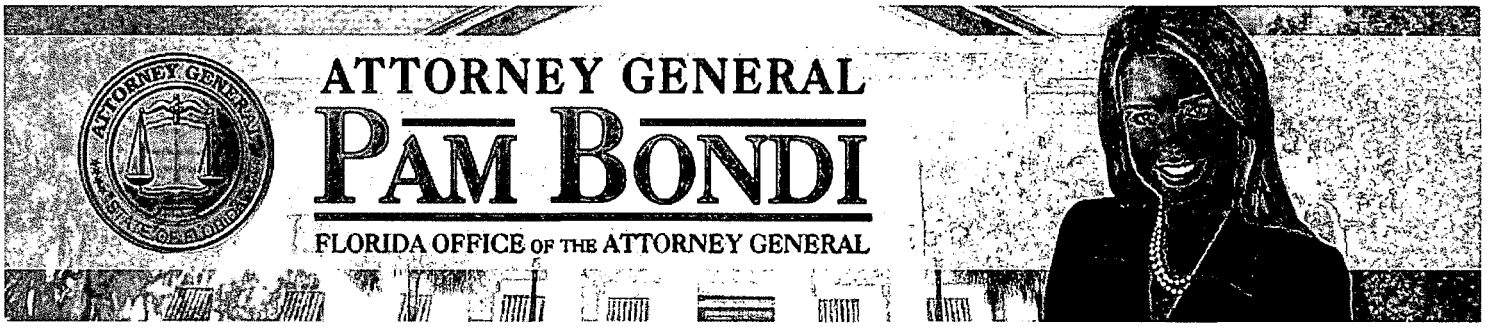

Citizen Services Contact Form

This will route your questions or complaint to the Attorney General's Office. Please fill out the form below and click on the "Submit" button. You will receive an electronic confirmation that your complaint or question has been received by this office.

If you would like to keep current with news on Attorney General's efforts to fight fraud please subscribe to the Attorney General's weekly newsletter.

Note - This form may also be used for Price Gouging Complaints.

**Required information.*

Section 1 - Your Contact Information

First Name*
LARRY J

Last Name*
TEMPLETON

Street Address*
11901 SHOSHONE AVE. NW

City*
UNIONTOWN

State
OHIO

Zip
44685

County* *Florida Residents*
STARK OHIO

Phone
330-283-1943

E-mail Address*
Letempleton823@yahoo.com

Confirm E-mail Address*
Letempleton823@yahoo.com

Section 2 - Who is your complaint or inquiry about?

Subject/Category*
TIME SHARE

Name/Firm/Company*
DIAMOND RESORTS INTERNATIONAL

Street Address
P.O. BOX 8526
CORAL SPRINGS, FL 33075-8526

City CORAL SPRINGS

State FL

Zip 33075-8526

County

Phone 1-888-330-5777

Website

Date of Transaction MARCH-APRIL 2016 SEPTEMBER 2016

Amount Paid

Payment Method DEBIT CARD/CHECKING ACCT.

Questions/Comments

SEE ATTACHED STATEMENT

Are you 60 or older? (Penalties can be enhanced for victimizing senior citizens)
◉Yes ○No

Military status?
○Active ◉Veteran ◉N/A

I understand that your office does not give legal advice. I also understand that your office cannot take legal action for me individually.

Note:

1. **All information submitted with this complaint is 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.**

I am filing this complaint to notify your office of the activities of this business/individual and to seek any assistance you may be able to render.

Submit Reset

Florida Toll Free Numbers:

- Fraud Hotline 1-866-966-7226
- Lemon Law 1-800-321-5366

Larry Templeton
11901 Shoshone Ave. NW
Uniontown, Ohio 44685
330-283-1943
Letempleton823@YAHOO.COM

September 18, 2017

Dear Sir:

On April 1, 2016, while my wife and I were vacationing in Florida, we attended a meeting at the Spanish Cove, a Diamond Resorts International timeshare we belong to in Florida. The meeting was to provide new information to members as to any new developments. At this meeting we were provided information advising us to upgrade to platinum which is the highest level of ownership at Diamond Resorts. We were told that if we double upgraded there were many financial advantages that would help us avoid some of the impending cost increases that were coming. We were told that their attorney would conference call us and provide us with information to manage our timeshare to be able to rent some of our assets to generate income to offset future expenses. We were also given a bonus trip to Hawaii. In order to upgrade, we would have pay a down-payment of $13,000 and a payment a month for so many years. We decided with the aid of renting our assets, that we could manage the cost.

After we arrived back home, we waited for Diamond to call and set up our conference call but we never received it. So, we called them. We asked when we could receive our training regarding managing our assets. They told us that the home office had not completed our transaction yet and as soon as that happened they would call.

In the meantime we receive calls from Diamond trying to set up our Hawaii trip, but because of my wife's chemo treatments we were not sure when we could get away so we told them that we would let them know. They continued to call every week of two telling us that we only had so long to book our reservations or it would expire. My wife talked to her chemo doctor and received clearance to go in January, 2017. So, we called to book our trip. We were then told we had to pay our 2016 maintenance fees of $7200 so we would be up-to-date, of which we did and had no outstanding fees. There was a $99 nonrefundable fee which we paid and all hotel reservations, flights to Hawaii and all inter-island fights were scheduled and our itinerary was set. We had confirmation, WE WERE ALL SET TO FLY OUT January 29, 2017 for 11 days.

Three or four weeks after we were all set to leave we received a bill for $12,000 plus, for next years' (2017) maintenance fees.

Three days before we were to leave we received a call stating that we had an outstanding balance and we would not be able to take the trip. It would have to be cancelled. Needless to say, all was cancelled. We called Diamond Financial Services and tried to resolve the conflict but to no avail.

We then decided to take a short vacation to Florida in hopes of talking to the people that we had originally talked to. We called Diamond to schedule time at the Spanish Cove and was told that until we paid the 2017 maintenance fees we would be denied any us of our timeshare. We have over 85,000 points, we have already paid for, so we are entitled to services.

Since then we have stopped any further payments to Diamond Resorts. As a result, we have been telephone harassed multiple times per day, both on my phone and also on my wife's phone from various numbers and states. They apparently have turned the matter over to a collection company who continues to do more of the same kind of telephone harassment.

This kind of juvenile and unprofessional behavior has brought me to this consumer complaint.

I seek to terminate my relationship with Diamond Resorts International and I am requesting a refund of all the money I placed down on the platinum deal as well as reimbursement of money spent on the Hawaii trip which has not been reimbursed, all lost services I paid for and did not receive. I am requesting to know the perceived value of our timeshare that we have been paying since 1999.

I further seek an immediate stop to all telephone harassment from Diamond and/or their associates regarding this matter.

Regards

Larry Templeton

L. E. Templeton
11901 Shorbow Ave. NW
Uniontown, Ohio 44685

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Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099

CS/timeshare
AQ

September 19, 2017

To Whom It May Concern:

I have been disputing my membership and have requested all contracts with Diamond Resorts International be cancelled since July. I have sought a cancellation of my contracts as I was misled and deceived when purchasing the timeshare. I have included my initial letter of complaint requesting cancellation and a refund for my 2016 contract.

I was told false information in the sales presentations as I was only given some information concerning points, resale values, renting options, reservations and availability. The lies and high-pressured sales tactics used during these presentations affected the decision to purchase. I was told I must upgrade or purchase to have reservations, to continue using the timeshare and that if I didn't, I would be stuck paying for increasing costs from the timeshare Diamond purchased. This information given to me was false and was only given to generate sales.

I have stopped all payments on the contract and maintenance fees as I have made it very clear that I would like a resolution. I believe I am a victim of timeshare fraud and am being harassed by the sales and financial departments within this company by phone for payment. I have made my statements very clear.

Since I submitted these letters by mail to the corporate offices in Las Vegas, NV, I have received several denials from Russell, a representative from Diamond, by email which I have also included. I have not received any help or resolution to the issues I presented concerning the sales staff or the lies I was told. I am asking that your agency aid me in resolving these issues. I have requested that Diamond 1) cancel my membership/ownership, 2) void all contracts and debts old, 3) and refund my mortgage, maintenance and down payment fees. I feel this is borderline extortion considering they advertise travel anytime anywhere and I have not been able to do so. Please contact me with any further questions, as I can provide further details concerning the sales presentations, lies I was told, and the salesmen involved if needed.

Sincerely,

Sandra Jo Hartert
sandyhartert@yahoo.com
423-322-6633

Sandra Jo Hartert
2208 Hwy 68
Niota, TN 37826

Dear Sirs:

My family purchased a deeded week from Club Navigo in 2001. We had no real issues in using and had no real problems until Club Navigo was purchased or bought out by Diamond in 2015. Once purchased, Diamond informed me that if I did not purchase points, abandoning the previous contract with Club Navigo, that I along with all other Club Navigo owners would be stuck paying for increasing costs of any natural disasters, law suits, etc. This fear of being burdened with enormous fees if I did not become a Diamond owner perpetuated a purchase to upgrade to Diamond.

When I and my family returned to vacation in 2016 we attended a meeting and the salesman told us that basically we were stuck with the timeshare but that we could get our money back and of course he was going to show us how!

The entire pitch was based on making money with a point purchase of at least 2500 points. The program he was talking of was a check reimbursement program. How it worked was if we bought extra points (the 2500) we could offset the maintenance fees and taxes by NOT USING our vacation time. He also encouraged me to take open a line of credit with Barclay credit cards and promised 12 months of free interest which turned out to be completely false. $11,000.00 was placed on that card and I have since spoken to countless people at Diamond and Barclay and neither have done anything about the fees and interest I am being charged that I was told I would not have to pay for 12 months! This purchase did not change our status and it did not help us in any way to offset fees.

We feel very misled and feel as if we had not purchased the 2500 points, we could have still offset fees without this program. It seems that we were told false information and given information that would only cause our account to increase in points and fees without actual additional benefits. We are trusting people and we relied on this information given to us by Brian Porter and Brad Leslie in that they were "helping" us escape fees and making a return on the investment we were stuck in.

We ask that Diamond consider our case and the information we were told and honor our request to receive a complete termination of our contracts and return of our monies paid for the 2016 contract that was not necessary.

Regards,

Sandra Jo Hartert
sandyhartert@yahoo.com

Correspondence since initial letter of complaint via email:

From: "Elliot, Russell" <Russell.Elliot@diamondresorts.com>
Date: Aug 11, 2017 8:12 AM
Subject: Diamond Resorts International - Hartert - 61-1626357 - (CID:fj7s309gl089mx8$kb)
To: sandyhartert@yahoo.com
Cc:

Dear Mrs Hartert,
I am writing in relation to your recent contact with Diamond Resorts International in which you request the termination and refund of your most recent contract purchase. Unfortunately, we are unable to acquiesce to this request on the grounds presented and I have presented the reasoning for this below.

Whilst it is stated that you were presented a way of getting out of a timeshare by upgrading I cannot see how this would have been a viable solution. By buying more points you are adding to rather than reducing your membership and each contract is expressly non-cancellable and Diamond Resorts do not have any kind of buyback or giveback program as illustrated below.

Whilst it is stated that you believed that you could offset your maintenance fees and taxes by not utilising your vacation time this is simply not possible and is expressly ruled out as part of your purchaser acknowledgement contained within your initial paperwork. Each contract is purchased based upon its value as a means of accessing vacations and not for any commercial gain.

I would also highlight that it is clearly expressed that each contract is subject to maintenance fees which are billed on a price per point basis, therefore additional points would always necessitate additional fees. I would finally advise that the interest free period on the Barclaycard utilised to purchase this contract is 6 months and not 12 months as stated in your communication. As such we would be unable to remove or alter any interest applied to this balance.

In light of the above and as previously advised we are unable to assist with the cancellation of this account. I hope that this helps to clarify this matter.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649
Vacations for Life® | Stay Vacationed.®
Please consider the environment before printing

Mr. Elliott, You have our initials and signatures, however, you do not have anything in writing that we were not told the false statements we relied upon when signing the paperwork. In fact, you have only pointed out a very minuscule few things we contested. You have no proof that the salesman and or staff told us direct lies and rushed us through signing without a chance to review and or contest what was happening. We know what we were told, we know what was said, and we do not accept two initials as proof we had the understanding of what we were signing for. You will have to produce more than a few initials to prove your case is valid and ours is not. We await your validation.

Sincerely,
Mrs. Hartert

Dear Mrs Hartert,

Unfortunately, we are only able to refer to the paperwork, which is signed for more than 10 times and initialled in acknowledgement almost 100 times. I would argue that an assertion of ignorance over the details of this contract simply does not stand up to the extent and concision of the paperwork presented and signed. In light of this, we are unable to effect any kind of change or cancellation on your account.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 |
Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House,
Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

Mr Elliott,

Unfortunately we arent accepting your response as final. We will contact your superiors and those above your superiors if needed. You say you can only go back to the paperwork. This is terrible customer relations and we are not the only ones with this kind of complaint, and I am sure we will not be the last. We will progress our case and requests to the top, but we will get a resolution.

Dear Mrs Hartert,

Whilst I understand that you are frustrated and not accepting my response, on the evidence presented we are unable to conclude this matter in a differing manner. As previously advised the contract is clear in its stipulations and is clearly acknowledged and signed by yourself. Unfortunately without any substantiating evidence of your claim there is no path of escalation for this complaint. I hope that this helps to resolve this matter.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

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Office of Attorney General - Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

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CS(timeshare
AD

David & Olive Brindle
869 Baisley Trail
The Villages, FL 32162
9/19/17

Office of the Attorney General
State of Florida
The Capital PL-01
Tallahassee, FL 32399-1050

Dear Office of the Attorney General:

This letter is to complain about Diamond Resorts International doing business in Florida as a Timeshare company. We contacted them on numerous occasions for over a year now and they refuse to be honest in dealing with our complaint. After purchasing a timeshare from them we found that they totally misrepresented what they were selling and its benefits. They resort back to the document we signed regarding knowledge of what "they claimed we were purchasing". They fail to recognize the fact that the document was signed after hours of their sales pitch and the false statements made by their representatives. We feel it is the same as false confessions signed under duress just to get away from the constant ongoing sales presentation. We are quite frustrated and we know that since the Timeshare industry is such a formidable force here in Florida and tourism reliant states, we feel we can get no help. We must make a statement about the severe pressure tactics used by Diamond Resorts representatives to get you to sign a document that they later use as a legal means to deny any redress. They give a cancellation period on the sale but then when you try to access the online site to use the benefits they so adamantly told us, about without results. The ploy is you need to upgrade to a higher level of benefits. Ultimately, we found that the recession period has passed and we had no way out of the contract; which is exactly, what happened to us.

I hope by contacting your office at the very least someone will relate to our story and maybe help us get some of our hard-earned retirements funds back.

I have enclosed copies several of the many letters to Diamond Resorts to show how long I have been in dispute with them and how soon after the sales were made.

Sincerely,

David & Olive Brindle

DAVID & OLIVE BRINDLE
869 BAISLEY TRAIL
THE VILLAGES, FL 32162
drbrindle1@gmail.com

Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, NV 89135

Thursday, April 14, 2016

Re: Account # 24654176
Purchase Date: February 19, 2016

To Whom It May Concern:

- *Vacation Consultant. Personal Vacation Planner. Vacation Counselor. Business Associate. Business Supervisor. Business Consultant. Dream Vacation Associate.*

  These are all the titles substituted by sales agents within your employ.

- *Upgrade. Exchange. Superior Quality. Exclusive. Supreme. Prime. Silver. Platinum. Dream Vacation.*

  These words were used to tempt my wife and me when we were cajoled into making purchases we couldn't afford.

- *Bonus Points. Dream Points. Holiday Points. Reimburse.*

  These words were used to placate us each time we complained about the lack of real benefit to your program.

- *Change of policy. Funding allocation. Points allocation timeline. Protocols.*

  Words used to absolve your company of its obligations to our contract.

- *Fraud. Farce. Bogus. Worthless. Swindlers. Con Artists.*

  We now use these words when we describe your "product" to anyone who will listen.

It is important that you know that Ollie and I are patient, caring people. We believe in the capacity of the human individual for good, and honest, behavior. In hindsight, we perhaps gave your employees a little more "benefit of the doubt" than was merited. Our dreams of being able to travel in luxury, at an affordable price, skewed our judgment of the moral ambiguity surrounding us and now we have paid the price.

We no longer wish to continue business with your company, or its affiliates. We want our contract cancelled, and our money refunded within 30 days from the date of this letter. We are not

interested in negotiations of any kind. From this moment forward, we require all communication be by e-mail or postal mail. Below is our account of the events that unfolded in our business transactions with Diamond International that led to this nightmare. We were pressured with a persistent, aggressive ambush and felt we genuinely had no choice but to sign the dotted line.

On April 21, 2015, we attended a presentation at Mystic Dunes Resort in Celebration, FL. The presentation was at 11:30 a.m. and was due to last no more than 90 minutes. We made plans with friends for that evening, as we assumed we'd be done by then. Our sales agent, David Loor, introduced himself as a Vacation Counselor. He began to describe the many advantages of "advanced vacation ownership" such as being able to travel anywhere, anytime using the online booking system. He asked about our travel goals, and I shared my desire to travel to Australia. Another employee chimed in that he'd only had to use 3,500 points for air tickets and hotels. This had our attention.

We told Mr. Loor that we weren't sure we could afford a Vacation Plan, as we already had two timeshares in New Hampshire. We are both retired, and our budget was established and at a limit with which we felt comfortable. Mr. Loor outlined the benefits of vacation packages over timeshares. He mused that we could probably trade both timeshares in for an "upgrade" and we gave him permission to pursue the option. Mr. Loor confirmed that his supervisor, Mr. Carlos Rodriguez, had given clearance for an exchange. We would later learn that only one of the timeshares could be exchanged for an upgrade. The other contract had to remain in our names and points "banked" through the RCI exchange program.

Three hours later, we signed a contract relinquishing ownership of our two timeshares in New Hampshire for 4,500 points to use towards travel and accommodations through Diamond Resorts International. Though it was late and our plans with friends had been canceled, Mr. Rodriguez told us we could come back at another date to cover our benefits and learn how to navigate the online booking system in the New Owners Orientation.

A month later, we came back to the resort for our New Owners Orientation as instructed. Mr. Rodriguez once again met with us, and we voiced our dissatisfaction not being able to book a single trip to our preferences. He informed us that we had not purchased enough points for the level of travel that we'd wanted. Frustrated, but determined, we agreed to an upgrade of an additional 4,500 points with promises from Mr. Rodriguez that the new allotment would surely be more than sufficient to secure proper travel arrangements. As a consolation for the misunderstanding, Mr. Rodriguez provided us with Dream Holiday bonus points to put towards one of three options in a 3-dream-holiday package promotion.

On December 12, 2015, we visited The Polynesian Isle Resort for a brief weekend break. With the holidays arriving, we wanted to get away to just breathe for a weekend. Once there, the receptionist scheduled us for a mandatory Owners Update meeting. With apprehension, we agreed to meet with a Mr. John Smith shortly before returning home. We left our friends in the room to attend the meeting, with the understanding that we would leave soon. When we met with Mr. Smith, we shared our absolute acrimony with our contract. We had tried numerous times to make reservations, only to find that our preferences were booked solid for the timelines we required (as well as any other timelines that we'd suggested to the booking agent, for that matter) or were told by the booking agents that we still did not have enough points.

We also shared our grief at having to pay out of pocket, despite having points, for a car rental and resort fees because I followed the suggestions of the booking agent for reimbursement that wound up being "not to protocol." Mr. Smith took several notes, and left to report the incident to his manager. Ultimately he said that because I had not followed the instructions outlined in our online manual, his hands were tied. It did not matter that we were misled. The responsibility was ours, and the consequence was additional charges for an already expensive trip.

Mr. Smith sympathized with us and offered additional bonus points for a trip to Hawaii. However, it would require attendance to yet another presentation while there. He also suggested that if we upgraded from Silver to Platinum Membership, we would overcome the hurdles with travel that we'd experienced. Yet again, we found ourselves feeling trapped by a worthless contract and trying to dig our way out with more upgrades.

We called to book our "Dream Vacation" in Hawaii for February of 2016. The bonus points Mr. Smith gave would cover 4 days accommodations. We used our own points to extend the stay to 10-days. For once, everything seemed to go to plan. We arrived and were scheduled for our mandatory meeting with a woman named Debra Pestak. At first, we were seated in an open area where other vacationers were milling about. Then Ms. Pestak moved us to her office for "more privacy."

Wary from all the previous "meetings," we informed Ms. Pestak immediately that we would not be making any purchases that day. She claimed that she understood, but then promptly launched into a sales pitch for the value of Hawaiian resorts over Florida resorts. She used the same tactics as the previous sales representatives: Identifying herself as anything but a sales agent, claiming that she merely wanted to discuss our benefits package and clarify any misunderstandings or misgivings we may have about our purchases to date, exulting the Hawaii resort's values over all of her predecessors', and whittling down the package price until she found an amount that we would agree to.

At 6 p.m., we were still in negotiations. Ms. Pestak was due to be off work, and handed us off to a man by the name of Greg Kostanoski. When she left, Ms. Pestak had arranged for our upgrade to be for approximately $26,000 with annual maintenance fees of $4,700. However, the paperwork that Mr. Kostanoski brought listed a much larger sum of $56,000. We were astounded! Right away, we informed Mr. Kostanoski that the paperwork was incorrect and told him of the agreed-upon amounts Ms. Pestak had provided. He responded that the exchanges and upgrades would all be deducted from that total in closing.

Exhausted and confused, we signed our paperwork and returned to our room. Upon our return home, we signed in to view our contract and see what the final balance was. To our horror, the contract was for $93,775 with an exchange balance of $56,000. The maintenance fees would climb to over $8,000. There is absolutely no way we can afford that amount, as we have stated multiple times over the last year. Every time, it fell on deaf ears.

We can bear this no more. We are retired, and on a fixed income. To assume that a couple in their 70s could afford, or make worthy use, of such an outrageously-priced package is unintelligible. We are left to believe that their intent was nothing more than to receive a commission regardless of how it would affect us. To this day, we cannot understand how we landed in this situation. Had we known that we were being led into a vast well of debt for little-to-no return, we never would have agreed to the first purchase, much less subsequent purchases. This arrangement will not work, and we will not move forward with your company. We demand our contract be cancelled, and all of our money be returned at once. We have been gravely mistreated, and will not stand for it any longer.

Signed,

DANA M. IVANCOVICH
MY COMMISSION # FF 960183
EXPIRES: May 29, 2020
Bonded Thru Notary Public Underwriters

David Brindle

DANA M. IVANCOVICH
MY COMMISSION # FF 960183
EXPIRES: May 29, 2020
Bonded Thru Notary Public Underwriters

Olive Brindle

NOTARY PUBLIC

State of: Florida
County of Sumter

Sworn to and signed before me on this 14th *day of* April, 2016.

Dana M Ivancovich
Signature of Notary Public

{Seal}

DANA M. IVANCOVICH
MY COMMISSION # FF 960160
EXPIRES: May 29, 2020
Bonded Thru Notary Public Underwriters

My Commission Expires: 05-29-2020

DAVID & OLIVE BRINDLE
869 BAISLEY TRAIL
THE VILLAGES, FL 32162

Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, NV 89135
Sent electronically to: Michelle.Gross@diamondresorts.com

Wednesday, May 11, 2016

Re: Account # 24654176
Purchase Date: February 19, 2016

Dear Ms. Gross,

Thank you for taking the time to reach out and respond to our letter. We do appreciate you outlining the terms already outlined in our contract, which we were not given ample enough time to review. While we agree that the terms are listed within, we were not able to review the contract until we returned home and signed into our Diamond Account. We were absolutely astounded!

We are in our 70's and we were already timeshare owners. Your representatives had no business deceiving us into a contract that would put us in financial ruins. We have already initiated credit card disputes and we are currently waiting on a response.

Ms. Gross, with all due respect, you were not there during this presentation and you cannot speak on what occurred. We also suggest that you do not try and justify the lies that were told to us as your representatives are responsible and they should be reprimanded for the lies and deceit they subjected us to. Again, we do expect for Diamond Resorts to cancel our contract and refund all monies paid to date.

Signed,

David and Olive Brindle

Dave & Ollie Brindle
869 Baisley Trail
The Villages, FL
32162

Office of the Attorney General
State of Florida
The Capital PL-1
Tallahassee, Fl 32399-0150

CS/timeshare
AR

Anthony F. Reindl and Mary M. Reindl
1608 Dusty Rose Lane
Brandon, FL 33510

September 22, 2017

Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

Subject: Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, NV 89135

To whom this may concern,

We would like to thank you in advance for taking time out of your busy schedule to read this letter. We wish that we didn't have to waste our time, or yours, making this formal complaint, but we are eager to find resolution and put this mess behind us. With that said, you are receiving this letter about Diamond Resorts International, the company in which we own a timeshare with. We are completely dissatisfied with our timeshare ownership, as it has turned out to be nothing like the way in which the sales reps said that it would be. We have had our fair share of problems with this timeshare that have led us to the point where we want nothing more than to be released from our contract.

One of our complaints has to do with the interest rate on our loan. When we agreed to this purchase, we were apprehensive because of the high interest rate. Their sales reps said that it would be no problem to refinance the 14.9% interest rate that we originally had because our credit was so good. Oddly enough, as soon as we purchased this timeshare though, our credit scores dropped, and we could not refinance our loan or home mortgage to cover paying off our loan. We made it clear that our good credit was important to us and then we were led into this mess.

Something even more important to us, and much more near and dear to us, would be our daughter-in-law. We almost lost her because of the lack of care from Diamond's staff. We were on the deck at Mystic Dunes Resorts on July 1, 2012, and our daughter-in-law went unconscious after being bitten by several fire ants. We asked the concession stand cashier who was on duty to call 9-1-1, and she refused because she said that we had to go through Diamond's security department. We argued and said that we needed to call 9-1-1, but again, we were told that we had to wait. Lucky enough, there was another owner who was a nurse and came to assist us. She informed us that our daughter-in-law was not going to make it if we waited any longer. The lady went to her bag, got an Epi Pen and injected our daughter-in-law to help her gain consciousness. We are so thankful that woman was there to help, unlike Diamond's staff.

After that visit, we were told that we would be reimbursed for our daughter-in-law's medical expenses. As you can guess, we still haven't received any compensation! We even wrote to the CEO there, Stephen Cloobeck and he said the same thing, that we would get reimbursed, but we still haven't received anything. That "experience" put us over the edge with Diamond, and we want nothing to do with their company now. Our daughter-in-law's life was on the line, and they couldn't even make one simple phone call to help us out. That paired with all of the false information we were given at the time of purchase, has left us wanting nothing to do with their company.

It has been seven months since we informed Diamond that we want to be released from this contract yet they have done nothing about it. Contacting you is our next step in an effort to get released from this contract, but more importantly, released from Diamond, a company who doesn't care about their customers, at all. Please help us get released from this contract and their company.

Respectfully,

Anthony F. Reindl and Mary M. Reindl

CC. Consumer Financial Protection Bureau
PO Box 4503
Iowa City, Iowa 52244

CC. Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580

CC. Florida Department of Agriculture and Consumer Services
Plaza Level 10, The Capitol
400 S. Monroe Street
Tallahassee, FL 32399-0800

CC. Florida Department of Business and Professional Regulation
1940 N. Monroe Street
Northwood Centre, Suite 16
Tallahassee, FL 32399-1030

CC. Florida Real Estate Commission
2601 Blair Stone Road
Tallahassee, FL 32399

CC. Department of Business and Industry Real Estate Division

2501 East Sahara Avenue, Suite 202
Las Vegas, NV 89104

CC. Office of the Attorney General
Grant Sawyer Building
555 E. Washington Avenue, Suite 3900
Las Vegas, NV 89101

Anthony F. Reindl
Mr. Margaret Reindl
1608 Dusty Rose Lane
Brandon, FL 33510-2001

BRANDON FL 33
SEP
USA Forever
USPS

Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399$1050 C001

CS/Timeshare
AR

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Cheeks, Aaron W Last Name, First Name, Middle Initial	Diamond Resorts Name/Firm/Company
10528 Vanguard Pkwy Mailing Address	10600 W. Charleston Blvd Mailing Address
Huntersville City, County	Las Vegas, ~~AH~~ City, County
NC 28078 State, Zip Code	NV, 89135 State, Zip Code
704-281-5840 Home & Business Phone, including Area Code	702-684-8000 Business Phone, including Area Code
Acheeks06@Aol.com Email Address	Diamondresorts.com Business Email or Web Address

Product or Service involved: Timeshare Amount Paid: $ Approx 15K

Date of Transaction: June 2016 I was contacted by: ____ Telephone ✓ Mail ____ Other

Have you retained an attorney? ☐ Yes ☑ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☑ No

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

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached affadavit for description of complaint. I've attached copies of the documents that were signed and sent to Diamond on

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____ Date: 9/20/17

7017 0190 0001 1333 1955

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

LAS VEGAS, NV 89135

OFFICIAL USE

Certified Mail Fee	$3.35	0664 08
Extra Services & Fees (check box, add fee as appropriate)	$0.00	
☐ Return Receipt (hardcopy)	$ $0.00	
☐ Return Receipt (electronic)	$ $0.00	Postmark Here
☐ Certified Mail Restricted Delivery	$ $0.00	
☐ Adult Signature Required	$ $0.00	
☐ Adult Signature Restricted Delivery	$	
Postage	$0.70	
Total Postage and Fees	$4.05	08/28/2017

Sent To: Diamond Resorts Holdings, LLC

Street and Apt. No., or PO Box No.: 10600 W. Charleston Blvd

City, State, ZIP+4®: Las Vegas NV 89135

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Aaron Cheeks
10528 Vanguard Pkwy,
Huntersville, NC 28078
August 16, 2017

Escalated Response Team

Diamond Resorts Holdings, LLC.

10600 W. Charleston Blvd.

Las Vegas, NV 89135

RE: Timeshare Contract 26910735

Dear Sir/Madam:

Please be advised I wish to cancel the above referenced contract due to a variety of misrepresentations made during the sales presentation, and which are more fully described in the letter attached hereto.

Please find enclosed our Cancellation Notice Letter regarding my contract.

In a good faith effort to afford Diamond Resorts Holdings, LLC. the opportunity to equitably resolve this matter, I have not yet filed complaints with the Better Business Bureau, the Federal Trade Commission Consumer Protection Division or any other agencies.

I hereby request that Diamond Resorts Holdings, LLC.:

• Rescind my timeshare contract;

• Refund all money paid on my timeshare contract.

Please contact me within fourteen (14) days to discuss resolution of this matter.

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

Sincerely,

_____

Aaron Cheeks

Aaron Cheeks
10528 Vanguard Pkwy,
Huntersville, NC 28078

Notice of Cancellation

Diamond Resorts Holdings, LLC.

10600 W. Charleston Blvd.

Las Vegas, NV 89135

RE: Timeshare Contract 26910735

Dear Sir/Madam:

Please allow this correspondence to serve as a Notice of Cancellation of Contract. I have previously made good faith attempts to resolve this matter with Diamond Resorts Holdings, LLC. including numerous telephone calls and/or letters/emails, however Diamond Resorts Holdings, LLC. has not resolved this matter to my satisfaction and I therefore wish to rescind the contract in its entirety. I have enclosed a letter and Affidavit that contains a summary of the reason for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,

_____

Aaron Cheeks

Affidavit Of Aaron Cheeks

STATE OF NORTH CAROLINA

(COUNTY OF _____)

I, Aaron Cheeks being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

I am over 18 years old and a resident of the County of _____, State of North Carolina.

I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.

1. Last June, myself and my then fiancé and her family took a trip to Orlando on a 4 day 3-night promo offer that I received from Diamond. As a part of the promo I had to attend an owner update presentation. When I sat down to meet with the representative from Diamond he immediately had a puzzled look on his face. He indicated to me that I was not actually a member of Diamond Resorts but just an owner at Mystic Dunes. He advised that they had bought out Tempus Resorts, the previous owner of Mystic Dunes a few years back and that I should have been contacted to see if I wanted to sign up with Diamond during the buyout. I informed him that I had received no such notification.

2. He continued to look puzzled and then left to go speak with his manager. He came back about 10 or 15 minutes later and apologized and then proceeded to explain to me how I could become a member of Diamond and that his manager agreed to allow me to buy in at the same prices they were offering at the time of the initial buyout a few years earlier. He explained that if I kept things as they were that I would only be a member at Mystic Dunes and that all the exchange opportunities, points accrual and member benefits that Diamond offers would not be available to me. In addition, I would be subject to much greater annual maintenance fees staying with Mystic since there were less people that remained with Mystic versus the thousands of worldwide members Diamond had, that would allow them the disperse the maintenance fee.

3. We went back and forth for a couple of hours until we finally arrived at a price that I felt comfortable with. I asked at the time of the purchase would this fulfill my financial obligation to them minus my monthly payments and yearly maintenance fees. He said yes. I left and enjoyed the rest of my stay.

4. At the end of July of last year, I took my then fiancé to Las Vegas for her birthday. I went to an owner update meeting there as well. I was again told by the representative that something wasn't right with my account and that I needed to purchase more points to get to silver level, something that the gentlemen in Orlando had said I had already paid for. The Vegas representative then proceeded to explain something to me about promotional points that weren't permanent points and that didn't get me to silver level. He gave me a price as to what it would take to fix the misunderstanding. We went back and forth and 2 hours later and after about $100 a month was added onto my monthly bill, I gave in and paid ANOTHER down payment to gain access to the silver level I was previously told that I already achieved. They talked me into opening a Diamond credit card to help pay for the down payment. Very frustrated and annoyed at the point, I again asked them if I fulfilled my financial obligation to them minus my monthly payment and maintenance fees at the silver level. They emphatically said yes.

5. In October of last year, I was driving home from work and received a phone call from a Washington State area code from a gentleman that represented himself as something like a Diamond concierge where he could personally show me the best ways to fully utilize my Diamond membership BUT first I needed to upgrade my membership to silver level to be able to take full advantage of the privileges. I was highly upset at the point. I had been misled/lied to twice now. Of course, this guy needed more money from me to upgrade me and he even indicated that the previous guy from Vegas had mislead me by trying to get me to think that promotional points he gave me were permanent. The guy in Vegas also told me that since my parents owned a timeshare that I could benefit points from them even though they weren't members of Diamond through a special offer they had. This turned out NOT to be true. After 30 minutes of going back and forth with this new Diamond representative I agreed to make ANOTHER down payment to upgrade and he also assisted me with getting the paperwork started to get the name of a young lady from a previous relationship off my account. I am now up to about $150 extra a month on my monthly payments from where I was back in June. This guy gave me the same assurance that the previous two had, that I was not definitely at silver level and that my account should be straight now.

6. Fast forward to March of this year. I decided to take a trip back to Vegas for my birthday. I figured with all the money that I had given Diamond over the past 9 months that I should try to reap some of the benefits of membership. Prior, to my arrival in Vegas a Diamond representative contacted me by phone to see if I would be interested in being a part of an offer to go see a NASCAR race. I had never been, it included a gift card and dinner so I agreed. Of course, the invitation also, included an owner update meeting. I was fine with that because I knew everything was finally good with my account, so it would just be a free meal and me telling them no a few times if they asked me to upgrade. WRONG.

7. The meeting with my representative started off well. He discussed with me the details of the changeover in ownership and the wonderful new benefits that Diamond owners will have access to because of it. Then he looks at my account and the puzzled look that I had seen two time previously comes to his face. Once again, there is something wrong with my account. Even

though I had been told on three separate occasions and literally thousands of dollars ago to the contrary. My account was still at standard and probationary status. Not silver. The rep began the spiel of what I would need to do to upgrade up silver level and this one even tried to talk me into upgrading to a level above that.

8. I had no words to describe how upset and conned I felt. They led me to believe AGAIN that I had no choice but to upgrade again or I would not be able to get full use of my membership. Two hours later and several thousand dollars more I gave in and upgraded. My new monthly payment is now over $200 a month more than it was a year ago, they also gave me another hollow assurance that they had REALLY fixed the problem this time. He even said that if I wasn't happy that he would assist me in selling the timeshare to someone else. That wasn't true either. When I contacted him a few weeks later to discuss it the representative barely remembered who I was or at least he acted that way. He said it was against company policy to do that. That brings me to where I am today. Feeling lied to and misled and about $10k poorer for listening to false statements and promises.

Further affiant sayeth not.

_____ Aaron Cheeks

STATE OF NORTH CAROLINA

(COUNTY OF _____)

Sworn to and subscribed before me this _____ day of _____, 2017 by Aaron Cheeks who is Personally Known_____ OR Produced Identification _____

Type of Identification Produced: _____

_____

Notary Public State of North Carolina

County of _____

DEPARTMENT OF LEGAL AFFAIRS

2017 OCT -2 AM 9:46

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

DEPARTMENT OF LEGAL AFFAIRS

2017 SEP 32 AM 9:25

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

10528 Vanguard Pkwy
Huntersville, NC 28078

Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

CS/timeshare
AR

Dear Ms. Bondi,

Enclosed you will find a complaint form and documents that support the complaint. My wife and I feel very strongly that we were told untruths to get us to purchase more Diamond points than we wanted. We were taken advantage of by high pressure and not being told the truth about value, usage, and cash.

Janice and I greatly appreciate any help you can provide to resolve our complaint.

Sincerely,

Julius M. Young Janice M. Young

Julius & Janice Young

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs. Mr. Young, Julius Last Name, First Name, Middle Initial	Diamond Resorts International Name/Firm/Company
9010 Louis DR SE Mailing Address	10600 W Charleston BLVD Mailing Address
Huntsville City, County	Las Vegas City, County
AL 35802 State, Zip Code	NV 89135 State, Zip Code
256·885·0233 Home & Business Phone, including Area Code	702·804·8600 Business Phone, including Area Code
julius joeyoung@gmail.com Email Address	diamondresorts.com Business Email or Web Address

Product or Service involved: TIMESHARE Amount Paid: $ 18496.00

Date of Transaction: 3-14-2017 I was contacted by: ____ Telephone ✓ Mail ____ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☒ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Julie M. Young Janice M Young Date: 28 Sep 17

TESTIMONY REFERENCE PURCHASE OF 4500 DIAMOND POINTS

I was offered a special owner package for my wife, my eight-year-old grandson and myself to attend a spring training baseball game with transportation to and from the game and lunch at the game and breakfast the next day in exchange for my attending an "Owner Update". I agreed and my wife and I attended on 14 March 2017 what we thought was going to be an update to be explained the changes to the Diamond Resort operation after being sold to a new owner. The update ended up being a sales presentation.

My wife and I repeatedly told the Diamond sales agent that we did not want or need any additional Diamond points and he preceded to explain why the few number of points I had in the Diamond program would not enable me to fully utilize my vacation time. He stressed that Diamond only sells a minimum of 8500 points and I only owned 7000 (I was sold 3000 on 29 May 14 and 4000 on 3 Mar 16). Both amounts were less than the 8500-minimum noted by the agent. He could not explain why this was done at those dates, but that I needed additional points. He offered a new program to me which was called Club Combination which Diamond would give me 8500 Diamond points if I would provide them a 2-bedroom Bluegreen unit. To qualify for this I would need to purchase 4500 additional Diamond points. He also stressed that this would make me Silver Rated in Diamond and provide me with additional advantages.

After 5 hours of continuous discussions I was worn out and my wife was as well. My 8-year-old grandson was with us and wanted to go to the pool. I agreed and after another hour I was on my way the owner of 4500 additional points.

It was stressed to me that if I did not purchase at this offering the cost per point would go up significantly in the near future and if I wanted in on this deal it had to be made today and this price point. I was shown a lot of hand drawn charts with huge price spikes and huge savings to me if I purchased today. I was convinced and agreed and after 6 hours in the negotiations I departed.

I was told the points could be used for other than condo stays and thus if I acquired more points via purchase of Club Combination I would have much greater travel flexibility. They told me I should have already been apprised of this when I purchased previously, but because of the oversight they would "Make It Right" with their offer. When I mentioned the high cost, they said I could go home and get a better financing rate than they offered. They set me up with a new Diamond Credit Card with 6 months zero interest and I could put the cost on that card – which I did.

My wife and I realize we agreed to the purchase and signed all the papers, but now feel we were pressured to purchase these 4500 points or we would fail be able to fully utilize what Diamond Resorts had to offer.

I certify to the best of my knowledge, beliefs and under possible penalties of perjury, the answers as stated above are true, correct and an actual representation of facts.

"I certify to the best of my knowledge, beliefs and under possible penalties of perjury, the answers as stated above are true, correct and an actual representation of the facts".

Julius M. Young
(Signature)

Janice M. Young
(Signature)

Julius M. Young
(Print)

Janice M Young
(Print)

WITNESSES

Jill R Kent
Witness 1 Print)

Jennifer L. Bowling
Witness 2 (Print)

Jill R Kent
Witness 1 (Signature)

Witness 2 (Signature)

STATE OF Alabama) ss.
)
COUNTY OF Madison)

SWORN TO AND SUBSCRIBED BEFORE ME on the 24 day of April, 20 17, before me the undersigned Notary Public, personally appeared Julius Young & Janice Young who is personally known to me or who have produced Alabama Driver Lic. & Mil I.D. as identification and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she acknowledged to me that he/she signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.

CHRISTOPHER P. CAMPBELL NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public in and for (State)
My Commission Expires: June 14, 2017

BERNARD T. LONG
C.P.A. (FL.), C.F.E., F.C.P.A., C.F.F., C.I.T.P., C.G.M.A., M.S.T.
Post Office Box 520778
Longwood, Florida 32752-0778
Email btlong_cpa@yahoo.com
Telephone No. 407-599-1700

August 2, 2017

NAME AND ADDRESS OF SELLER
Diamond Resorts International *("hereafter referred to as "the Resort" & "Vacation Interest Ownership" and "Vacation Points")*
Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company
10600 West Charleston Blvd
Las Vegas, NV 89135
United States of America

AND TO ALL OTHERS WHOM IT MAY CONCERN:

Regarding Contract Number: 17536630.
Membership in Diamond Resorts U.S. Collection which includes (1) membership in Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware Corporation whose principal place of business is located in Clark County, Nevada and (ii) the following "Points" for use in the collection: 4,500.
The State where the signing occurred should have the proper Venue, and the State would be Florida. The State of Alabama could have jurisdiction as the result of the State's Long-Arm Statute(s) and supported from the overall activities of the Resort during the supposed life of this contract.
There seems to be a purposely confusing and misleading over-complex Arbitration Clause(s) and other paragraphs buried and hidden within the Contract(s). (May all be considered unconscionable and the contact becoming unenforceable). In addition, any paragraphs requiring any disputes to be determine in a state but the state where the contract was signed may also be unconscionable and unenforceable.

Julius Mitchell Young & Janice M. Young *(Hereafter referred to as "the Purchasers")*
9010 Louis DR SE
Huntsville, AL 35802
United States of America

NOTICE OF THE PURCHASERS' DEMAND FOR THE CANCELLATION OF THIS CONTRACT EFFECTIVE IMMEDIATELY!

INTRODUCTION

I would like to begin by introducing myself. My name is Bernard T. Long and I am a Certified Fraud and Forensic Examiner. I am recognized as an "Expert Witness" at the Court level(s) in matters of Fraud and/or Forensic Accounting and Trade Practices. I have been asked to review the above Contract(s) to determine a proper valuation of a questionable asset and the circumstances associated with the purchase of said asset. Timeshare Relief Consultants, Inc. (*hereafter referred as "TRC"*) has previously submitted to the Resort a Durable Limited Power of Attorney granted by the Purchaser(s). This should assure your organization to recognize me as an Independent Agent retained by TRC.

At this level, I rely upon what is available; which is: *(I/TRC will be happy to provide copies of any of the following):*

1.) The documents that the Purchaser(s) have provided to TRC as being a complete set of all closing documents and/or any other documents received since the closing.
2.) A testimonial in the Purchaser(s)' own words concerning the contact, purchase, and after events of the closing.
3.) A Questionnaire provide by TRC which the Purchaser(s) often include in a testimonial or answer separately. There are about 16 Pages or more.

ONE OF THE PURCHASERS IS A DISABLED VERTERAN

The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards became effective in January 1992. The ADA provides people with disabilities with basic public accommodation rights and the means to enforce those rights. Hotels, motels, timeshare resorts and other places accommodating the general public must meet specific technical requirements in providing lodging and services to meet the needs of the disabled. Alterations and new construction after Jan 23, 1993 must comply with the accessibility laws. Upon reviewing the documents and

statements as provided by the Purchasers, I cannot verify that this mandatory requirement was satisfied, considered prior to, during, or even after the closing of the contract.

FULLY COMPLETED COPY OF EVERY CONTRACT MUST BE DELIVERED.

A fully completed copy of every contract shall be delivered to the member at the time the contract is signed. Every contract shall constitute the entire agreement between seller and the Purchasers, shall be in writing, and shall be signed by the seller and the Purchasers. Based upon my review of the contracts as given by the Purchasers, there seems to be critical documents missing. Without such documents, the contract remains incomplete and the steps to finalize the agreement(s) never occurred because of the missing documents.

THE PURCHASERS STATED THEY WERE CONSTANTLY LIED TO BY THE SALES REPRESENTATIVES. YOUR REPRESENTATIVE MAY HAVE MISLED THE PURCHASERS INTO INVESTING INTO THE ORGANIZATION, AND NOT THE VACATION AS PROMISED.

Per the Purchasers' own words, your representatives went through great effort(s) to mislead the Purchasers into believing the Purchasers were not buying a Timeshare, but instead an investment of ownership.

STATUTORY DEFINITION - §2(1) of the Securities Act of 1933 defines a "security" as: Any note, stock, treasurer stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, . . .investment contract, ...fractional undivided interest in oil, gas, or other mineral rights, any put, call, straddle, option, or privilege or any security, ...or, in general, any interest or instrument, commonly known as a "security", or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

INVESTMENT CONTRACT - An interest is an "investment contract", and thus a security, if the following elements are present: (I) an investment, (2) a common venture, (3) a reasonable expectation of profit and (4) profits are derived primarily from the entrepreneurial or managerial efforts of others. SEC v. W.J. Howey, 328 U.S. 293, 301 (1946).

(With reference to: http://federalevidence.com/pdf/JuryInst/NASAA_Securities_Instr.pdf)

Fraud is malfeasance, a positive act resulting from a willful intent to deceive. Fraud may consist of words, acts, or the suppression of material facts, with the intent to mislead or deceive. There has to be intent, and that intent has to be put into practice, either directly or through an agent.

Fraud, Deceit, and Willful Defined. The third prohibited act set out under the statute, to engage in any act, practice, or course of business that operates or would operate as a fraud or deceit on any person, sets out the words "fraud" or "deceit." I charge you that a fraud is a false representation of a material fact, whether by words or by conduct, by false or misleading allegations or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. Fraud is misrepresentation of a material fact made willfully to deceive, or recklessly without knowledge, where the misrepresented fact is acted on by the opposite party; a misrepresentation made by mistake and innocently, and acted on by the opposite party, would constitute legal fraud. The word "deceit" means a fraudulent and cheating misrepresentation, artifice, or device, used by one or more persons to deceive or trick another who is ignorant of the true facts, to the prejudice and damage of the party imposed upon. A deceit is either the suggestion, as a fact, of that which is not true by one who does not believe it to be true, or an assertion, as a fact, of that which is not true by one who has no reasonable ground for believing it to be true; or the suppression of a fact by one who is bound to disclose it, or who gives information of other facts that are likely to mislead for want of communication of that fact. Deceit could also be a promise made without any intention of performing it. The elements of deceit are the willful misrepresentation of a material fact, made to induce another to act, and upon which he does act to his injury. Mere concealment of such a fact, unless done in such a manner as to deceive and mislead, would not be deceit. In all cases of deceit, knowledge of a falsehood constitutes an essential element. A fraudulent or reckless representation of facts as true, which the party may not know to be false, if intended to deceive is equivalent to knowledge of falsehood.

False Statement Defined. False means "not true, erroneous, incorrect." A written statement is made false not only by reason of what it stated but also by reason of what it omitted to state, or by what is concealed or implied.

The term "untrue statement" as used herein means a statement of fact which is not in fact true. This term may also include statements of judgment or opinion if the same are intended to be accepted as statements of fact by the person making the statement, and the judgment or opinion is not honestly believed to be true by the maker and is made by the maker for the purpose of deception and is accepted by the person to whom it is communicated as fact.

Theft by False Pretenses. The crime of theft by false pretenses requires proof of the following things: 1. That the defendant knowingly and intentionally made a false statement to another person; and 2. That the statement concerned a past or present fact, rather than an opinion or promise to be performed in the future; and 3. That the statement was made before the other person parted with his or her money in reliance on the statement; and 4. That defendant intended to defraud the other person.

All of the above would hold true if brought into any state.

Sale of Unregistered Securities

The Sale Of Any Investment Requires Registration With The State Before It Can Be Legally Sold.

All Individuals Involved With Such A Sale Could Be Held Liable.

I cannot locate where the security was properly registered.

Please reference the following Statutes, all of which but not limited to, seems to be involved with the Purchasers' transaction:

Florida Statute Definitions 517.021— 20) "Sale" or "sell" means any contract of sale or disposition of any investment, security, or interest in a security, for value. With respect to a security or interest in a security, the term defined in this subsection does not include preliminary negotiations or agreements between an issuer or any person on whose behalf an offering is to be made and any underwriter or among underwriters who are or are to be in privity of contract with an issuer. Any security given or delivered with, or as a bonus on account of, any purchase of securities or any other thing shall be conclusively presumed to constitute a part of the subject of such purchase and to have been offered and sold for value. Every sale or offer of a warrant or right to purchase or subscribe to another security of the same or another issuer, as well as every sale or offer of a security which gives the holder a present or future right or privilege to convert into another security or another issuer, is considered to include an offer of the other security.

Florida Statute Definitions 517.07 Registration of securities.— (1) It is unlawful and a violation of this chapter for any person to sell or offer to sell a security within this state unless the security is exempt under s. 517.051, is sold in a transaction exempt under s. 517.061, is a federal covered security, or is registered pursuant to this chapter; (2) No securities that are required to be registered under this chapter shall be sold or offered for sale within this state unless such securities have been registered pursuant to this chapter and unless prior to each sale the purchaser(s) is furnished with a prospectus meeting the requirements of rules adopted by the commission...

Florida Statute 517.301 Fraudulent transactions; falsification or concealment of facts.— (1) It is unlawful and a violation of the provisions of this chapter for a person: (a) In connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment or security, including any security exempted under the provisions of s. 517.051 and including any security sold in a transaction exempted under the provisions of s. 517.061, directly or indirectly: 1.To employ any device, scheme, or artifice to defraud; 2. To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or 3. To engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person. (b) To publish, give publicity to, or circulate any notice, circular, advertisement, newspaper, article, letter, investment service, communication, or broadcast which, though not purporting to offer a security for sale, describes such security for a consideration received or to be received directly or indirectly from an issuer, underwriter, or dealer, or from an agent or employee of an issuer, underwriter, or dealer, without fully disclosing the receipt, whether past or prospective, of such consideration and the amount of the consideration. (c) In any matter within the jurisdiction of the office, to knowingly and willfully falsify, conceal, or cover up, by any trick, scheme, or device, a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry. (2) For purposes of ss. 517.311 and 517.312 and this section, the term "investment" means any commitment of money or property principally induced by a representation that an economic benefit may be derived from such commitment, except that the term does not include a commitment of money or property for:...

Florida Statute 517.302 Criminal penalties; alternative fine; Anti-Fraud Trust Fund; time limitation for criminal prosecution.—(1) Whoever violates any of the provisions of this chapter is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. (2) Any person who violates the provisions of s. 517.312(1) by obtaining money or property of an aggregate value exceeding $50,000 from five or more persons is guilty of a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. (3) In lieu of a fine otherwise authorized by law, a person who has been convicted of or who has pleaded guilty or no contest to having engaged in conduct in violation of this chapter may be sentenced to pay a fine that does not exceed the greater of three times the gross value gained or three times the gross loss caused by such conduct, plus court costs and the costs of investigation and prosecution reasonably incurred.

Florida Statute 517.311 False representations; deceptive words; enforcement.— (1) It is unlawful for any person in issuing or selling any security within the state, including any security exempted under the provisions of s. 517.051 and including any transaction exempted under the provisions of s. 517.061, to misrepresent that such security or company has been guaranteed, sponsored, recommended, or approved by the state or any agency or officer of the state or by the United States or any agency or officer of the United States. (2) It is unlawful for any person registered or required to be registered, or subject to the notice requirements, under any section of this chapter, including such persons and issuers within the purview of ss. 517.051 and 517.061, to misrepresent that such person has been sponsored, recommended, or approved, or that her or his abilities or qualifications have in any respect been passed upon, by the state or any agency or officer of the state or by the United States or any agency or officer of the United States. (3) It is unlawful and a violation of this chapter for a person in connection with the offer or sale of any investment to obtain money or property by means of: (a) A misrepresentation that the investment offered or sold is guaranteed, sponsored, recommended, or approved by the state or any agency or officer of the state or by the United States or any agency or officer of the United States; or (b) A misrepresentation that such person is sponsored, recommended, or approved, or that such person's abilities or qualifications have in any respect been passed upon, by the state or any agency or officer of the state or by the United States or any agency or officer of the United States.

Florida Rescission Rights To The Sale Of Unregistered Securities

Florida allows for a civil remedy if an unregistered security is sold. The short answer is that the Purchasers can return the security (if the Purchasers still own it, which they do) or get money damages (if the Purchasers have already sold it).

Rescission: If the Purchasers still have the security, Florida allows you to return it for a full refund, just like that ugly sweater you received over the holidays. This includes the interest that accumulated while the broker held onto your money. Of course, if the security generated income for the Purchasers, that amount is deducted from the damage calculation. And, once the seller returns the money, the seller gets the security back. *See* § 517.211(3), Fla. Stat. (2014).

Damages: If the Purchasers have already sold the security, you are entitled to money damages. The amount of damages the Purchasers are entitled to is calculated by taking the amount of money the Purchasers paid including interest, *minus* the value of the security when the Purchasers sold it, including any income received by the Purchasers. § 517.211(4), Fla. Stat. (2014). Violation of Florida's securities laws allows the prevailing party to receive reasonable attorney's fees unless the court finds that the award of such fees would be unjust. § 517.211(6), Fla. Stat. (2014)

All of which seem to be present in this situation. All of the above would hold true if brought into any state.

Timeshare Contract may be unenforceable. *(Legality would be in question).*

An agreement, even after an offer and acceptance, is not necessarily a legally binding contract. One cannot contract for an illegal or impossible act. If the sale of this timeshare would be considered an unregistered security, the contract cannot be enforced.

FINDINGS TO DATE

A VALID CLOSING MAY HAVE NEVER OCCURRED! PURCHASERS DEMAND IMMEDIATE CANCELLATION OF CONTRACT!

Preliminary Finding No. One: You have failed and/or are intentionally not responding to and/or are ignoring a valid Durable Power of Attorney. This action could support your acceptance that the findings and statements are true and correct. Therefore, please terminate the financial responsibilities of the Purchasers with your organization immediately.

Preliminary Finding No. Two: I cannot locate that an actual Original Sale Certificate and/or Public Offering Statement was presented and given to the Purchasers. I did find a vague receipt for the document and other documents that were supposed to be presented and given to the Purchasers in either with a CD-ROM or the standard paper format *(Unclear as to what was supposed to be given to the Purchasers)*. Therefore, I cannot locate the Original Sale Certificate and/or Public Offering Statement to verify if such statements as contained within these documents are true and complete. Nor can I verify that the receipt was given and is a true document or just a receipt and the Purchasers did not receive anything. Purchasers did advise TRC that the Purchasers provided all paperwork to TRC. In addition, I cannot find the various documents as required by this Statute.

In Florida *(the home state of the main corporation)*, the Purchasers can cancel the timeshare contract up until midnight of the 10th calendar day following: the date the Purchasers signed the contract, or the day on which the Purchasers received the last of all required documents, whichever occurs later (Fla. Stat. Ann. § 721.10 (1)). This right of cancellation may not be waived. Based upon the documents received and those not received, and your organization failure to provide proof to the contrary, the Purchasers still has the right to terminate this contract.

None of the above state's requirements have been satisfied; therefore the Purchasers desire to exercise the Purchasers' right to terminate the contract effective immediately.

THEREFORE, PLEASE ACCEPT THIS LETTER AS THE OFFICAL NOTIFICATION OF CANCELLATION OF THIS TIMESHARE CONTRACT EFFECTIVE IMMEIDATELY.

Preliminary Finding No. Three: Predatory Lending Practices may have been involved with this transaction, thus affecting the legality of this contract.

Preliminary Finding No. Four: Your organization and related parties seem to be continuing pursuing the collection of a debt that is in dispute. The Purchasers should consider the application of provisions of the Racketeer Influenced and Corrupt Organizations Act1 (RICO) as an additional remedial strategy against debt collectors who engage in unfair or deceptive debt collection practices/acts in addition to the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA) Namely, an action under 18 U.S.C. § 1962(c), which makes it unlawful for any person, through a pattern of racketeering activity or through collection of an unlawful debt, to conduct or participate in the conduct of the affairs of an enterprise engaged in or affecting interstate commerce.

Preliminary Finding No. Five: Statements made by the Resort's Representative may have been false and purposely misleading in violation of the Lanham Act and other business practices and requirements. The statements that were told to the Purchasers before, during and after the signing of the contract may be false.

Preliminary Finding No. Six: Based upon the statements from the Purchasers as compared to the overall paperwork as provided, the seller may have purposely misled the Purchasers into purchasing an item that was different than that which they thought they were purchasing. This technique is known as the "Bait and Switch Scheme."

Preliminary Finding No. Seven: A fully completed contract may not have been properly delivered to the Purchasers as required at closing (No budgets, etc.).

Preliminary Finding No. Eight: Other possible defenses against your contract at this point:
False Advertising; Unfair Business Practices; Rescission; Common Law Fraud; Fraud In The Inducement; Civil Conspiracy To Defraud; Negligence; Gross Negligence; Negligent Misrepresentation; Grossly Negligent Misrepresentation.

Preliminary Finding No. Nine: As stated above, the Purchasers certified that the Purchasers have provided all documents given to them at closing and afterward to TRC. Obviously, there was very little information provided to the Purchasers and the Purchasers could not have made a sound financial decision based upon such limited documents. From what I have reviewed from the paperwork, I could not establish a value for what appears to be a worthless investment.

Preliminary Finding No. Ten: All the states prohibit timeshare developers or salespeople from engaging in unfair or deceptive acts in a timeshare transaction. The following acts, among others, constitute deceptive practices under the law: misrepresenting or failing to disclose any material fact concerning a timeshare; including a provision in a timeshare agreement that purports to waive any right or benefit provided for Purchasers in the timeshare agreement; receiving any money or other valuable consideration from a prospective Purchasers before the Purchasers has received a public offering statement; misrepresenting the amount of time or period of time the unit will be available to a Purchasers; misrepresenting the size, nature, extent, qualities, or characteristics of the unit; misrepresenting the conditions under which a Purchasers may exchange occupancy rights to a unit in one location for occupancy rights to a unit in another location; failing to disclose initially that any promised entertainment, food, or other inducements are being offered to solicit the sale of a timeshare, and conducting or participating in any type of lottery or contest, or offering prizes or gifts to induce or encourage a person to visit a project, attend a meeting at which a timeshare will be discussed, attend a presentation or purchase a timeshare without prior approval by the State. This is supported by the statements as contained within the Purchasers' Testimonial.

Preliminary Finding No. Eleven: Your entire contract may be unconscionable.

Preliminary Finding No. Twelve: Based upon the Purchasers' Testimonial and the statements made within, Undue Influence seems to be the real motivating factor in convincing them to purchase this worthless asset. Over persuasion is generally accompanied by certain characteristics which tend to create a pattern. This pattern usually involves several of the following elements: (1) Discussion of the transaction at an unusual or inappropriate time; (2) Consummation of the transaction is an unusual place; (3) Insistent demand that the business be finished at once; (4) Extreme emphasis on untoward consequences of delay; (5) The use of multiple persuaders by the dominant side against a single opposing and contracting party; (6) Absence of third-party advisers to the opposing and contracting party; (7) Statements that there is no time to consult financial advisers or attorneys. All of which seem to be present in this situation.

Preliminary Finding No. Thirteen: Contract may be unenforceable because of the Resort's action not to honor the promises and representations by denying access to the Resort's resources as promised. The statute of frauds makes contracts falling within its provisions voidable. A contract procured by fraud is not enforceable. The elements of fraud are: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or his ignorance of its truth; (5) the speaker's intent that the representation should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's ignorance of the falsity of the representation; (7) the hearer's reliance on the representation being true; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximately caused injury. A contract procured by duress is also unenforceable.

Preliminary Finding No. Fourteen: If your organization decides to foreclose or pursue the activity of trying to collect this debt, especially by destroying the Purchasers' credit, the Courts are no longer looking the other way on intentionally sloppy foreclosures that cover up a larger fraud on investors. I feel that the Courts would have enough of a feel of the situation to see that there is something fundamentally wrong with the mortgage origination and foreclosure practices. At this point, if the foreclosing parties don't have it right, it is viewed as an intentional or grossly negligent act, giving rise to compensatory damages, attorney fees, costs, and punitive damages.

Preliminary Finding No. Fifteen: Based upon the statements per the Purchasers' Testimonial, statements made by the Resort's representatives may have been false. The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce is declared to be an unlawful practice.

Preliminary Finding No. Sixteen: I cannot locate that any notices of any general meetings by the association was ever given to the Purchasers. A meeting of the association shall be held at least once each year. Special meetings of the association may be called by the president or by twenty percent, or any lower percentage specified in the bylaws, of either the executive board or the unit owners. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause

notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.

Preliminary Finding No. Seventeen: I also took the liberty to do some research on various states' Law concerning foreclosure Real estate and timeshare foreclosures in several states may be judicial or non-judicial. The Purchasers do live in another state. Without being an expert in Law, but based upon what attorneys have said: "Another state would likely not permit a deficiency judgment after a non-judicial timeshare foreclosure". Therefore, any costs to sue this individual and the costs of foreclosure may never be recovered. You can always resale it at another gathering of customers, and in my financial opinion, both your organization and Purchasers would be better off financially.

Preliminary Finding No. Eighteen: The Purchasers are considered Senior Citizens. Your organization may have preyed upon the Purchasers because of the Purchasers' age. This could be considered Financial Exploitation of the Elderly. Please refer to the related penalties that may be levied against all parties involved. Please refer to the ages of the Purchasers. This is in addition to the misleading, deceptive, intimidation, undue influence, and misrepresentations as per the Purchasers' Testimonial, the high pressure tactics and the length of the sales pitch, the environment of the meeting, should support and immediate release of the Purchasers from the Purchasers' financial obligations with your organization. This would save both parties, the expenses to defend against this claim to VOID your contract. Plus the publicity would not be favorable to your organization for taking advantage of them due to Purchasers' age. In addition, your organization will save the expense of a foreclosure action, which could later be challenged by the Purchasers as a wrongful foreclosure. In addition, Robbery, Stealing and Related Offenses could be involved which states: "A person commits the offense of financial exploitation of an elderly person or a person with a disability if such person knowingly obtains control over the property of the elderly person or person with a disability with the intent to permanently deprive the person of the use, benefit or possession of his or her property thereby benefitting the offender or detrimentally affecting the elderly person or person with a disability by:.. (etc.).

A CONTRACT PROCURED BY FRAUD IS NOT ENFORCEABLE

The elements of fraud *(all of which seems to be present in this situation and performed by the Resort's representative before, during and after the sale)* are: (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or his ignorance of its truth; (5) the speaker's intent that the representation should be acted on by the person and in the manner reasonably contemplated; (6) the hearer's ignorance of the falsity of the representation; (7) the hearer's reliance on the representation being true; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximately caused injury.

THE PURCHASERS MAY HAVE A CLAIM AGAINST ALL THIRD PARTIES TO THE CONTRACT. Sellers who knowingly accept the fruits of the fraud are liable to the same extent as the perpetrator of the fraud. The sellers and all other individuals involved with the closing have a Duty to Disclose important information prior to the signing of the contract.

Duty to Disclose: Briefly stated, fraud by omission is common law fraud based on failing to disclose a material fact that a party has a duty to disclose. (1) the defendant concealed or failed to disclose a material fact within its knowledge to the plaintiff; (2) the defendant had a duty to disclose that fact; (3) the defendant knew the plaintiff was ignorant of the fact and the plaintiff did not have an equal opportunity to discover the truth; (4) the defendant intended to induce the plaintiff to take some action by concealing or failing to disclose the fact; (5) the plaintiff relied on the defendant's nondisclosure; and (6) the plaintiff was injured as a result of acting without that knowledge. Disclosure is necessary to prevent a previous assertion from being a misrepresentation or from being fraudulent or material: Disclosure would correct a mistake of the other party as to a basic assumption on which that party is making the contract and if nondisclosure amounts to a failure to act in good faith and in accordance with reasonable standards of fair dealing; Disclosure would correct a mistake of the other party as to the contents or effect of a writing, evidencing, or embodying an agreement in whole or in part; The other person is entitled to know the fact because of a relationship of trust and confidence between them.

Based upon the above, your contract should be cancelled immediately.

Request No. 1:

PLEASE TERMINATE THIS CONTRACT IMMEDIATELY AND RELEASE THE PURCHASERS FROM ANY FURTHER FINANCIAL RESPONSIBILITIES OR OTHERWISE ASSOCIATED WITH THIS CONTRACT.

The value of this contract and in my opinion is a lot less than the possible costs of the legal defenses for your Resorts if the Purchasers decide to proceed with a legal action. In fact, based upon my research, the value of this Investment is zero, and in fact, less than zero since no one wants it or is willing to buy it, not even for $1.00. It is the demand of the Purchasers that the resort/developer either provides the information to establish this is a valid contract and/or cancels the contract to avoid further costs by immediate termination of the contract with a just refund to be made whole again. In an attempt to reach a compromise, any offer from the Resort will also be considered favorably.

If you need any more material, references, cases, or otherwise, but most of all, anything that will facilitate the resolution of this matter, always feel free to notify us immediately, and we will furnish and provided whatever documents you require, and without hesitation. However, as stated above, the contact is, and remains between TRC and the Purchasers. So, any information or correspondence should be directed to those parties. TRC does hold the Power Of Attorney to represent the Purchasers.

Please respond within 30 days from receipt of this notice.

Please govern yourselves accordingly,

Sincerely,

Bernard Long

DISCLAIMER:

I am not an Attorney and I am not providing any legal advice and I am not a law firm and I cannot nor will render or offer legal advice, or practice law or render legal services. I am NOT here to quote laws of guilt or innocence which MAY or may NOT apply in various states. I have simply been retained to conduct an independent analysis of the above-mentioned contract(s) to identify if fraudulent or other related elements or activities occurred or existed whether written or verbal. I try to obtain a fair market value of the asset at the time of purchase and as of the most current date available.

This is not an all-inclusive summary of the various questionable activities or any question or matter involving doubt, *uncertainty, or difficulty. I have only included those findings that could be of major concern. I want to save both the seller and Purchasers unneeded time to reach a settlement. I feel anyone of the findings will result in the contract not being able to be enforced and thus the contract will be invalid, discredit and nullified, and to deprive the contract of legal force or efficacy, However, I am capable of furnishing a more involved report including all items if requested.*

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **14th day of March, 2017** by and between Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Seller**"), whose address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135, and **JULIUS MITCHELL YOUNG and JANICE M. YOUNG** (whether one or more, "**Purchaser**", collectively with Seller, the "**Parties**"):

Seller agrees to sell and Purchaser agrees to purchase the following described property (the "**Membership**") upon the following price, terms, and conditions, including but not limited to the Further Terms and Conditions set forth herein:

Membership in Diamond Resorts U.S. Collection (the "**Collection**"), which includes (i) membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), whose principal place of business is located in Clark County, Nevada, and (ii) the following Points for use in the Collection

Points: 4500 **Initial Use Year:** 2017

BASE PURCHASE TERMS
ITEMIZATION OF AMOUNT FINANCED (for financed sales)

1.	Purchase Price of Membership: ("**Purchase Price**")		$16,920.00
2.	Initial Cash Deposit:	$16,920.00	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to the seller as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	$0.00	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade in value: (line a minus line b)	$0.00	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before:	$0.00	
	b. On or before:	$0.00	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		$16,920.00
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		$0.00
8.	Financed Closing Costs payable to		$0.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): ("**Unpaid Balance**")		$0.00

Closing Costs

A.	Closing Costs to Seller	$40.00
B.	Closing Costs to Purchaser	$592.00
C.	Total Estimated Closing Costs	$632.00

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): Purchaser will be billed for Assessments separately by the Association	984.00

Purchaser desires to pay the Unpaid Balance in lawful currency of the United States, by using the following method (check one), subject to the Terms and Conditions contained herein:

☐ Cash Payment or Third Party Financing ☐ Seller Financing

Credit Card Type:_____ Number: _____Expiration Date: _____

If Purchaser obtains purchase money financing from Seller, Purchaser will also be responsible for the payment of all charges incident to the extension of credit, which charges are specified in the Truth-in-Lending Disclosure Statement furnished to Purchaser, including but not limited to monthly installments of principal and interest, late charges (if applicable), and a monthly collection fee of Six dollars ($6.00). Finally, Purchaser will be required to pay the Closing Costs to Seller and Other Costs specified above. Such closing costs are the same for cash and credit sales hereunder.

Monthly Payment Method:

☐ Statement ☐ SurePay (Credit or Debit Card) ☐ Surepay (Checking or Savings Account)

Enrollment in THE Club® Exchange Program:

I elect ☐ to join ☐ not to join THE Club® exchange program ("**THE Club®**"). See Section 8 below for additional details.

Purchaser Contact:

Purchaser hereby advises Seller that Purchaser is willing to receive information regarding Purchaser's financing or for his or her membership in the Collection or THE Club® by means of (select one):

☑ Mail ☑ Email

If Purchaser has elected to receive information by E-mail, Purchaser represents that Purchaser has a computer and all related hardware and software required to open, display, save and print a PDF file that does not exceed 2 MB in size.

FURTHER TERMS AND CONDITIONS

1. DEFINITIONS:

Unless the context suggests otherwise, capitalized terms shall have the meanings set forth in the Amended and Restated Declaration for Diamond Resorts U.S. Collection ("**Declaration**"), as may be amended or modified from time to time.

2. PAYMENT OF PURCHASE PRICE:

(a) Purchaser may pay for the Membership in cash or through credit from Seller, subject to Seller's credit approval ("**Financing**"). If Purchaser receives Financing from Seller, then Purchaser will be required to execute and deliver an installment Promissory Note (the "**Note**") payable to the order of Seller in the amount of the Unpaid Balance, and grant the first priority Seller Security Interest (defined below) that secures the payment of the Note and encumbers Purchaser's Membership, as well as certain other documents and instruments which Seller, in its sole discretion, deems reasonably necessary or appropriate to secure Purchaser's payment of the Note. Purchaser will be subject to all of the terms, provisions, and conditions described and set forth in all such documents and instruments.

(b) If Purchaser requests Financing, Seller may, **but is not required to**, agree to finance Purchaser's purchase. Purchaser promises that all personal financial and other information submitted to Seller is and will be accurate, and Purchaser authorizes Seller to make credit inquiries regarding Purchaser, whether through a consumer reporting agency or other means. Purchaser agrees to provide immediate written notice to Seller of any material adverse change in Purchaser's financial condition that occurs prior to Closing (as defined below). If Purchaser makes good faith efforts to obtain purchase money financing but is unable to qualify for Financing within 10 days following Seller's acceptance of this Agreement, Purchaser shall be entitled to terminate this Agreement and receive a refund of any and all payments made by Purchaser hereunder (without interest) or, at Purchaser's option, to consummate the transaction contemplated hereby by paying the entire Unpaid Balance in cash at Closing. If Purchaser is unable to qualify for Financing within such 10 day period, Seller shall provide written notice thereof to Purchaser, whereupon Purchaser shall promptly notify Seller whether Purchaser elects to terminate this Agreement or consummate the transaction as provided in the preceding sentence. If Purchaser fails to give any notice to Seller within 20 days after Purchaser's receipt of Seller's notice that Purchaser does not qualify for Financing, Seller may at any time thereafter terminate this Agreement and refund to Purchaser all payments made by Purchaser. Seller reserves the right, in its sole discretion, to sell or assign the Note and the Seller Security Interest to another person or entity, whether or not such person or entity is affiliated with Seller.

(c) If Purchaser is exchanging a fee simple timeshare interest in a timeshare resort ("**Fee Timeshare Interest**") as full or partial payment for the Membership, Purchaser agrees to execute and deliver to Seller, on the date hereof, (i) a deed or other appropriate instrument in form and substance satisfactory to Seller, in its sole discretion, pursuant to which all of Purchaser's right, title,

and interest in and to the Fee Timeshare Interest is conveyed to Seller or a party designated by Seller, free and clear of any liens or encumbrances not expressly approved by Seller (**"Deed-back"**), and (ii) if Seller so requests, a declaration of annexation or other similar type of document subjecting the Fee Timeshare Interest to the Declaration (**"Annexation Instrument"**). Such Deed-back and Annexation Instrument may be recorded by Seller upon Closing. Pending Closing, Purchaser shall remain fully liable for all costs, expenses, and other obligations of any and every kind related to the Fee Timeshare Interest (**"Fee Timeshare Interest Obligations"**). If the transaction contemplated hereby fails to close for any reason whatsoever, the Deed-back and Annexation Instrument will be cancelled and returned to Purchaser, and Purchaser will remain fully liable for the Fee Timeshare Interest Obligations.

(d) In the event that the Note, this Agreement, or the Deed-back and Annexation Instrument (if applicable), or any other document or instrument which evidences or secures payment of the Purchase Price, is misplaced or has not been completely and validly executed by Purchaser for any reason whatsoever, Seller shall have the option, in its sole discretion, (i) to cancel this Agreement at any time prior to Closing; or (ii) to send Purchaser whatever document(s) and/or instrument(s) that Seller needs Purchaser to re-execute, along with instructions on how to do so. In the event that Seller elects to cancel this Agreement, Seller shall provide written notice thereof to Purchaser and cause any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent (defined below), to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. In the event Seller sends Purchaser any document or instrument for re-execution, Purchaser shall promptly re-execute same, cause his or her signature to be notarized (to the extent indicated), and return such document(s) and/or instrument(s) to Seller in accordance with Seller's written instructions. Purchaser's failure to do so for any reason within 10 calendar days following Purchaser's receipt thereof shall constitute a default hereunder, entitling Seller to exercise its available rights and remedies pursuant to Section 14 below.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

3. SELLER'S RIGHT TO ACCEPT OR REJECT THIS AGREEMENT:

It is understood that Seller can accept or reject this Agreement. If Seller rejects this Agreement, Purchaser is only entitled to a refund of any payments made by Purchaser, without interest. This Agreement becomes effective and legally binding only when executed by both Parties. If Seller accepts this Agreement, then Seller, subject to Section 2 above, agrees to sell the Membership to Purchaser, and Purchaser agrees to make all of the payments required to be made under this Agreement when due and otherwise to comply fully with all of the terms, provisions, and conditions hereof and of the Collection Instruments.

4. DEPOSITS:

Purchaser's initial deposit and any subsequent payments made by Purchaser to Seller prior to Closing shall be delivered to and held in escrow by First American Title Insurance Company, the address of which is 400 S Rampart Blvd, Ste 290, Las Vegas, NV 89145 (**"Escrow Agent"**), pursuant to a Master Escrow Agreement by and between Seller and Escrow Agent, the terms, provisions, and conditions of which are incorporated by this reference. Any and all interest that accrues on Purchaser's deposit and subsequent payments shall, except to the extent prohibited by law, be payable to and inure to the sole benefit of Seller and not be credited toward the Purchase Price. Escrow Agent shall hold all such deposits and other amounts until presentation by Seller of written instructions to the effect that Closing has occurred. Seller shall have no right to use any of the funds held by Escrow Agent until such funds have been delivered to Seller in accordance with the provisions hereof.

5. VACATION OWNERSHIP PLAN:

(a) The Membership is a form of a "right-to-use" timeshare interest, and Purchaser will not receive a deed to any interest in real property.

(b) Purchaser acknowledges that notwithstanding any provision of this Agreement or the Collection Instruments, unless Purchaser is purchasing Specific Use Points, Purchaser will not have the guaranteed exclusive right to reserve, use, and occupy any particular Collection Accommodation. Purchase acknowledges that the Membership is subject to the Collection Instruments as amended and/or supplemented from time to time.

(c) The Collection shall be perpetual unless terminated by the Members in the manner described in the Collection Instruments.

(d) Purchaser may be prohibited from making a reservation or using and occupying a Collection Accommodation unless Purchaser has timely paid any and all Assessments, Personal Charges and other amounts levied pursuant to the Collection Instruments and otherwise fully complied with all of the terms, provisions, and conditions of the Collection Instruments.

6. ASSOCIATION MEMBERSHIP AND TRANSFER:

Upon Closing, Purchaser will automatically become a Member of the Association. Purchaser agrees to be subject to and to comply fully with the Collection Instruments. If the number of a Member's annual allotment of Points falls below the Minimum Points

Threshold for any reason, such as the partial transfer of Points or expiration of Term Points, the affected Membership will cease to be a valid Membership unless sufficient additional Points are acquired to meet the Minimum Points Threshold. The current Minimum Points Threshold for a valid Membership is 2,000 Points. Any purchase of additional Points will be governed by prices in effect at the time of purchase. Purchaser's right to sell or otherwise transfer his or her Membership and the resulting update to the Register of Members is subject to prior approval by the Association and certain other applicable requirements set forth in the Collection Instruments.

7. ASSESSMENTS:

(a) Purchaser understands and agrees that in accordance with the provisions of the Collection Instruments, the Association is empowered to levy and collect Assessments against each Membership for management and maintenance expenses. In addition to Assessments, Purchaser understands and agrees that he or she will be responsible for the timely payment to the Association of any Personal Charges or other charges that he or she incurs, all in accordance with the provisions of the Collection Instruments. Assessments shall be due and payable to the Association prior to Purchaser's use and occupancy of a Collection Accommodation in Purchaser's Initial Use Year, as set forth on Page 1 hereof. The amount of the Assessments each year may vary and will be determined as outlined in the Collection Instruments.

(b) The Association may enforce Purchaser's obligation to pay Assessments and Personal Charges in the manner set forth in this Agreement and in the Collection Instruments or as otherwise permitted by law. Purchaser may be prohibited from reserving, using, or occupying any Collection Accommodation or exercising any other rights, benefits, or privileges to which Purchaser would otherwise be entitled pursuant to the Collection Instruments, unless all Assessments and other amounts that Purchaser owes the Association or Seller have first been paid in full. Purchaser's failure for any reason to pay on a timely basis any and all Assessments could result in the enforcement of the Association Security Interest (defined below) by the Association and the loss of Purchaser's Membership. Purchaser's failure for any reason to use and occupy a Collection Accommodation shall not exempt Purchaser from his or her obligation to pay in full all Assessments levied against his or her Membership.

8. EXCHANGE PROGRAMS:

The Association has entered into an Affiliation Agreement (the "**Affiliation Agreement**") with Diamond Resorts International Club, Inc. ("**DRIC**"). Under the Affiliation Agreement, the Association and the Collection are affiliated with THE Club. Purchaser's membership in THE Club is automatic and is subject to the annual payment of fees that are imposed by DRIC, and are subject to change in DRIC's sole discretion. The Affiliation Agreement permits the annual membership fee for THE Club to be collected by the Association along with the Assessments. Purchaser should refer to the Association budget for more details. Under the Affiliation Agreement, membership in THE Club may not be transferred without the consent of DRIC and transfer by Purchaser of the Membership in the Collection does not, without the consent of DRIC, have the effect of transferring membership in THE Club. THE Club may, but is not obligated to, have a relationship with an external exchange program. At the current time, THE Club is affiliated with Interval International, Inc. ("**Interval International**") under which Interval International has agreed to offer its reciprocal exchange services to members of THE Club. Exchanges through external exchange programs may be subject to certain terms, conditions and the payment of fees that are imposed by the external exchange program. Seller makes no representations concerning THE Club, Interval International, or any other exchange programs that may become affiliated with the Collection, including but not limited to current or future services to be provided, the cost, continued availability, or success of exchange programs. Any representations made regarding THE Club or Interval International by DRIC or its agents or employees or within the literature, brochures, or videos prepared or provided by DRIC or Interval International are solely the representations of DRIC or Interval International, respectively, and should not be relied upon as being the representations of Seller.

9. CLOSING:

Except as otherwise provided by applicable law, for purposes of this Agreement, the term "**Closing**" shall mean that date when all of the following have occurred: (i) the cancellation period set forth in Section 21 has expired without Purchaser having exercised his or her rescission right; (ii) Purchaser and Seller have executed, as applicable, all documents necessary to effect transfer of the Membership to Purchaser including, but not limited to, this Agreement, and if applicable, the Note; (iii) Seller has received from Purchaser either (a) an executed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds; and (iv) the Purchaser has been entered into the Register of Members. Except as otherwise expressly provided in any of the Collection Instruments to the contrary, Purchaser may not reserve, use, or occupy any Collection Accommodation or exercise any other rights, benefits, or privileges appurtenant to his or her Membership until Closing occurs. If Closing has not occurred within one year following the date of this Agreement because Purchaser has elected to rescind this Agreement pursuant to Section 21 below, then Seller will within 20 days thereof, order any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. Escrow Agent shall act as the closing agent for the purposes of collecting and disbursing all applicable funds and distributing and filing all applicable documents and instruments. Upon Closing, Seller shall deliver to Purchaser a Points Certificate evidencing the Purchaser's Membership and a fully executed copy of this Agreement.

10. TITLE AND TITLE INSURANCE:

All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Purchaser understands and acknowledges that the basis for the Membership is certain real property interests (called "**Resort Interests**") in various resorts, hotels and other vacation properties and that title to those interests is held in a trust (the "**Trust**") for the benefit of the Association and Members pursuant to a recorded Trust Agreement with First American Trust, FSB, a federal

savings bank or another independent trustee ("**Trustee**"). Resort Interests are conveyed to the Trust subject to the Trust Agreement and Declaration and are otherwise not encumbered with blanket liens of any lender or lienholder or have a nondisturbance agreement in place which fully protects the use and enjoyment rights of each Member in the event of foreclosure. Further, in connection with each conveyance of Resort Interests to the Trust, Seller has caused First American Title Insurance Company to issue in favor of the Association, where available, an ALTA Owners Title Insurance Policy insuring the Trustee's ownership of the Resort Interests. Copies of such Owners Title Insurance Policies are available for inspection by Members at the offices of the Association.

11. SECURITY INTERESTS:

(a) **Seller's Security Interest.** If Seller is providing Financing to Purchaser in connection with the purchase of the Membership, then Purchaser, as debtor, hereby grants to Seller, as secured party, effective as of Closing, a purchase money security interest (the "**Seller Security Interest**") in the Membership and in all rights, benefits and privileges appurtenant thereto as established in the Collection Instruments and all rights, benefits and privileges accruing thereto in the future, all replacements and additions to the foregoing, and all proceeds thereof (collectively, the "**Collateral**") to secure Purchaser's performance under the Note, this Agreement, and the Collection Instruments. No waiver by Seller or any holder of this Agreement of any default or breach by Purchaser shall operate as a waiver of any other default or breach, whether of the same type or not, by Purchaser.

(b) **Association's Security Interest.** Purchaser, as debtor, hereby grants to Association, as secured party, effective as of Closing, a security interest (the "**Association Security Interest**") in the Collateral to secure Purchaser's timely payment of Assessments and Personal Charges and Purchaser's performance under the Collection Instruments. The Association Security Interest shall, at all times, be junior and subordinate to the Seller Security Interest.

(c) **Financing Statements.** Purchaser irrevocably authorizes Seller and the Association, at any time and from time to time, to file in any Uniform Commercial Code ("**UCC**") jurisdiction initial financing statements and any amendments thereto that provide any other information required by Part 5 of Article 9 of the UCC of the applicable jurisdiction for the sufficiency, or filing office acceptance of, any financing statement or amendment, including (i) Purchaser's name and address, and (ii) if Purchaser is not an individual, Purchaser's type of organization and any organizational identification number issued to Purchaser. Purchaser shall furnish any such information in writing to Seller or the Association, as the case may be, within five (5) days after Seller's or Association's request. Each person identified as Purchaser in this Agreement represents and warrants to Seller and the Association that on the date of this Agreement he or she is domiciled in the state identified below his or her signature on this Agreement. Each person identified as a Purchaser in this Agreement shall notify Seller and the Association in writing if he or she changes his or her state of domicile within 30 days after such change. Such notice shall identify the state of such person's new domicile and his or her residential address therein.

(d) **Association as Third-Party Beneficiary.** Solely for purposes of this Section 11, the Association is an intended third-party beneficiary of this Agreement and is entitled to enforce the Association Security Interest granted by Purchaser hereunder.

12. PURCHASER'S REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS:

(a) Purchaser represents and warrants that the persons signing this Agreement have the legal capacity and are duly authorized to do so. Purchaser represents and warrants that Purchaser is not, and shall not become, a person with whom Seller is restricted from doing business with under the regulations of the Department of Treasury Office of Foreign Asset Control ("**OFAC**"). Such representation shall include, but not be limited to, a the representation that Purchaser is not a person or entity and is not acting on behalf of a person or entity named on OFAC's Specifically Designated Nationals and Blocked Persons list and Purchaser is not a resident or national of any Embargoed Country, as defined by OFAC. Purchaser acknowledges that prior to signing this Agreement, Purchaser received the state timeshare disclosure documents, together with the attached exhibits, all of which are hereby incorporated by this reference, and Purchaser agrees to be strictly bound by, and to comply fully with, the terms, provisions, and conditions of such documents, as each may properly be amended or supplemented from time to time. In the event of any conflict between this Agreement and the state timeshare disclosures, the state timeshare disclosures shall control. Purchaser further acknowledges and represents that the Membership is being purchased for Purchaser's personal use and not for its investment potential or any possible rent returns, tax advantages, depreciation, or other financial advantages and that no representations of any nature whatsoever have been made by Seller or any of its salespersons or other agents to Purchaser concerning investment potential, rent returns, tax advantages, depreciation, or other financial advantages. Purchaser, including any person or entity related to Purchaser, does not own an interest in more than 10 Memberships in the Collection. Purchaser understands that Seller has no resale or rental program for non-Seller owned Memberships and acknowledges that neither Seller nor any of its sales agents, employees, or other representatives has indicated that Purchaser will be assisted in the resale or rental of his or her Membership in the future. Purchaser represents that Purchaser does not intend to use any Collection Accommodation as his or her principal residence. If Purchaser has received Financing, then Purchaser acknowledges receipt of a completed Truth-in-Lending Disclosure Statement prior to executing this Agreement. Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) arising out of or in connection with any breach by Purchaser's representations and warranties. All of Purchaser's acknowledgments, representations and warranties set forth herein shall survive Closing.

(b) Purchaser acknowledges and agrees that immediately following Closing, Seller shall have no further obligations or liabilities of any kind under this Agreement, or under any other document or instrument referred to in this Agreement, and Purchaser shall look solely to the Association and the Manager, together with any other entities that from time to time become obligated to Purchaser as provided in the Collection Instruments, for the fulfillment and satisfaction of any of Purchaser's rights, benefits, and privileges as a Member of the Collection, and not to Seller.

13. NO WARRANTIES:

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, OR BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER IRREVOCABLY WAIVES, EACH OF THE FOREGOING WARRANTIES.

14. DEFAULT:

(a) Subject to any notice and right to cure provided below, Purchaser shall be in default under this Agreement if Purchaser fails to pay on time, keep any promise, or fulfill any agreement or obligation contained in the Note, this Agreement or any of the Collection Instruments. In the event of a default by Purchaser, Purchaser shall not be entitled to reserve, use, or occupy any Collection Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to his or her Membership.

(b) **Subject to any notice and right to cure provided below, Purchaser and Seller agree that: Purchaser's default on or before Closing shall entitle Seller to immediately terminate this Agreement and all of Purchaser's rights, benefits, and privileges hereunder. Upon such termination, Seller shall retain or cause Escrow Agent to deliver to Seller all sums of money previously paid by Purchaser hereunder as liquidated damages and not as a penalty.**

(c) Upon Purchaser's failure to timely perform any of Purchaser's obligations under the Note, this Agreement or any of the Collection Instruments after Closing, Purchaser shall be in default hereunder, whereupon Seller (or its successor or assign) may enforce the Seller Security Interest against the Collateral in accordance with this Subparagraph. Upon the occurrence of any such failure, including the non-payment of any amounts due and owing by Purchaser under the Collection Instruments, Seller shall give Purchaser written notice and if Purchaser has not cured the applicable failure within 10 days after Seller gives such notice if Purchaser has failed to pay money, or within 30 days after Seller gives such notice if Purchaser has failed to perform or observe any other term of the Note, this Agreement or any of the Collection Instruments, Purchaser shall be in default under this Agreement and Seller (or its successor or assign) may (a) enforce the Seller Security Interest in accordance with Article 9 of the UCC; (b) provide written notice of termination of the Membership and terminate the Membership within 60 days of the date of the notice of termination and retain all amounts previously paid by Purchaser as liquidated damages and not as a penalty; or (c) pursue any other remedy available to Seller, at law or in equity, however, Seller hereby confirms that it will not seek any deficiency judgment against defaulting Purchaser beyond the forfeiture of the Membership.

(d) Notwithstanding the foregoing provisions of this Section 10 to the contrary, if, for any reason, Seller is unable or fails to comply with the material provisions of this Agreement, then the sole obligation of Seller shall be to refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser all payments previously made by Purchaser hereunder, without interest. Upon such refunds being made, this Agreement shall be deemed canceled, and all rights and obligations hereunder shall immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO PURCHASER, AT LAW OR IN EQUITY.**

15. NO OTHER AGREEMENTS OR REPRESENTATIONS:

Seller and Purchaser agree that this Agreement (including the documents and instruments incorporated by reference) embodies the entire agreement between them related to Purchaser's purchase and financing (if applicable) of the Membership and supersedes and replaces any and all prior negotiations, representations, agreements, and understandings, both oral and written, in connection therewith. No amendment to or modification of the terms of this Agreement shall be valid without the written approval of the legal counsel of Seller. Oral representations of Seller or Seller's agents should not be relied upon by Purchaser as correctly stating the representations of Seller. For correct representations, Purchaser should rely entirely on this Agreement and the documents and instruments contained by reference.

16. ASSIGNMENT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, and personal representatives. Purchaser's Membership cannot be sold, assigned, transferred, conveyed, or encumbered except in accordance with the terms, provisions, and conditions hereof and the Collection Instruments.. Purchaser acknowledges that Seller has the right, in its sole discretion, to assign some or all of its rights and interests hereunder and, if applicable, under the Note. Purchaser may not assign any of his or her rights or interests hereunder, without the written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. The terms and provisions hereof shall be deemed independent and severable, and the invalidity of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

17. CHOICE OF STATE LAW AND FORUM; WAIVER OF JURY TRIAL:

Except to the extent preempted by federal law, this Agreement shall be exclusively governed by and construed in accordance with the laws of Nevada without regard to its choice of law rules. Subject to Section 14 hereof, any legal action or proceeding arising out of or in any way relating to this Agreement which is not subject to the Arbitration provisions outlined below, shall only be brought in an appropriate court of competent jurisdiction on behalf of the Parties and their respective successors and assigns, hereby irrevocably

submit to the jurisdiction of any such court and agree that venue properly lies solely in such courts to the exclusion of all other judicial and non-judicial forums. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE PARTIES, AND ANY OTHER PERSON CLAIMING RIGHTS OR OBLIGATIONS BY, THROUGH, OR UNDER THIS AGREEMENT SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR LEGAL PROCEEDING THAT MAY BE COMMENCED BY OR AGAINST ANY OF THE FOREGOING PERSONS CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT, OR PERFORMANCE OF THIS AGREEMENT OR ANY OF THE COLLECTION INSTRUMENTS.**

18. ARBITRATION PROVISION

(a) Opt-Out Right. **IF PURCHASER DOES NOT WANT THIS ARBITRATION PROVISION TO APPLY, WITHIN 30 DAYS PURCHASER MUST SEND A SIGNED LETTER TO SELLER STATING THAT THE ARBITRATION PROVISION DOES NOT APPLY. OPTING OUT OF ARBITRATION WILL NOT AFFECT ANY OTHER PROVISION OF THIS AGREEMENT.**

(b) Arbitration Terms Defined. In this Arbitration Provision, the term "**Company Party**" means Seller and/or the Association, their affiliates and the agents, representatives, members, employees, officers and/or directors of such entities, if and to the extent that any Claim is asserted by or against such entity or person. "**Bound Parties**" means each Company Party and Purchaser. "**Claim**" means any legal claim, dispute or controversy between any Company Party and Purchaser, including statutory, contract and tort disputes of all kinds and disputes involving requests for declaratory relief, injunctions or other equitable relief. However, "Claim" does not include any individual action brought by a Purchaser in small claims court or an equivalent court, unless such action is transferred, removed, or appealed to a different court, and does not include any dispute concerning the validity and effect of Section 18(h) below, the ban on class actions and certain other proceedings (the "**Class Action Ban**"). "**Administrator**" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, http://www.adr.org, or if Purchaser so elects in a notice given to Seller (which will serve as notice to each Company Party) within 20 days after a demand for arbitration, the National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405, http://www.arb-forum.com.

(c) Arbitration of Claims. Unless Purchaser has exercised his or her opt-out right pursuant to Section 18(a), upon the election of Purchaser or any Company Party, any Claim between Purchaser and such Company Party shall be resolved by binding individual (and not class) arbitration. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed. The neutral arbitrator shall be appointed within a specified period of time, which in no event shall be more than 60 days from the administrator's receipt of a written request from a Bound Party to arbitrate the Claim. To the extent this Arbitration Provision conflicts with any other agreement binding the Bound Parties, this Arbitration Provision shall govern.

(d) Fees; Location. Any Company Party to a Claim asserted by Purchaser in good faith or to any Claim asserted by such Company Party will bear all fees of the Administrator or arbitrator in connection with such Claim. The Company Party will also bear the reasonable fees and expenses of Purchaser's attorneys if any Claim initiated by Purchaser is resolved in Purchaser's favor. If a participatory arbitration hearing is requested, it will take place in the county where this Agreement was signed or, if the Administrator determines that such location would be unfair to Purchaser, at a location reasonably convenient to Purchaser.

(e) Governing Law. This Arbitration Provision shall be governed by the Federal Arbitration Act (the "**FAA**") and not state arbitration laws, provided that Nevada law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his or her decision.

(f) Appeal of Arbitrator's Decision. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA.

(g) Jury Trial Waiver. **IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

(h) Class Action Ban. **NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE, WITH RESPECT TO ANY CLAIM. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION, WITH RESPECT TO ANY CLAIM. NO CLAIMS INVOLVING THE BOUND PARTIES MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON.** Notwithstanding any language in this Arbitration Provision to the contrary, any dispute about the validity or effect of the above Class Action Ban shall be resolved by a court and not an arbitrator or the Administrator.

(i) Survival; Severability. This Arbitration Provision shall survive repayment of all amounts owed under this Agreement or the Note, the cancellation of this Agreement, any bankruptcy and any assignment of Seller's rights under this Agreement and/or the Note. If any part of this Arbitration Provision is unenforceable (other than the Class Action Ban), the remainder of this Arbitration Provision shall still apply. If the Class Action Ban is held to be unenforceable, this Arbitration Provision (other than this sentence) and any other arbitration provision between the Bound Parties shall be null and void in such proceeding, provided that the Company Party shall have the right to appeal any holding that the Class Action Ban is unenforceable.

19. NOTICES:

Any notice that either party hereto desires or is required to give the other party under this Agreement shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) 3 business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) 1 business day after being sent via overnight courier service addressed to the applicable party at its address stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this Section. If Purchaser consists of more than 1 person, then notice to any of them shall be deemed to constitute notice to all of them. Unless and until written notice of an alternative addressee and address is received by the other party, the last addressee and address as stated by written notice or as provided herein, shall be deemed to continue in effect for all purposes hereunder.

20. MISCELLANEOUS:

Purchaser is advised to read each and every paragraph very carefully. No term, provision, condition, restriction, agreement, covenant, or obligation contained herein shall be deemed to have been abrogated or waived by reason of any failure by a party hereto to enforce the same, irrespective of the number of violations or breaches thereof that may occur. The exercise of any right or remedy provided by law and/or the provisions of this Agreement shall not preclude the exercise of other consistent rights or remedies unless they are expressly precluded hereby. Purchaser hereby grants Seller the right, in its sole discretion, to correct any scrivener's, typographic, or clerical errors in connection with this Agreement or any documents or instruments related hereto, provided that no such correction adversely affects any rights, benefits, or privileges afforded to Purchaser or materially alters any duties or obligations of Purchaser. Any such corrections shall be initialed by an authorized representative of Seller and shall be legally binding upon Purchaser, together with its successors and assigns, even though not initialed or otherwise acknowledged by Purchaser. All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Under no circumstances whatsoever shall this Agreement or any portion hereof be recorded in the public records of any county or other jurisdiction. The captions used in this Agreement are for informational purposes only and do not amplify or limit in any way the provisions hereof.

[Remainder of Page Intentionally Left Blank. Section 21 and Signature Page Follows.]

21. STATE SPECIFIC PROVISIONS:

(a) Refund Upon Cancellation. In the event that Purchaser cancels this Agreement during the Cancellation Period, Seller will refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser the total amount of any and all payments made by Purchaser under this Agreement and such refund shall be made by Seller or Escrow Agent within twenty (20) calendar days after Seller's actual receipt of Purchaser's written notice of cancellation, or within five (5) calendar days after Seller's or Escrow Agent's receipt of funds from Purchaser's cleared check, whichever is later.

(b) Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

(c) Public Offering Statement. **Seller is required to provide the Association with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the Association for inspection as part of the books and records of the Association.**

(d) Rescission Rights. **You may cancel this Agreement without any penalty or obligation within 10 calendar days after the date you sign this Agreement, or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services, 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

IN WITNESS WHEREOF Purchaser has executed this Agreement on the day and year first written above.

Signature: **Julius Mitchell Young**

Street Address: **9010 Louis Drive Southeast**
City, State, Zip Code: **Huntsville, Alabama 35802**
Home Telephone Number: **256-885-0233**
Business Telephone Number:
E-Mail Address: **juliusjoeyoung@gmail.com**

Signature: **Janice M. Young**

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address: **juliusjoeyoung@gmail.com**

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

Signature:
SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager
By:

Authorized Representative

Printed Name

Acceptance Date
Sales Agent - Jason - 25159 Boyd

Young
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Huntsville, AL 35802

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Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

CS/timeshare
AR

October 2, 2017

To Whom It May Concern,

We have been disputing a membership and contracts with Diamond Resorts International and have attempted to contact them to resolve and cancel our contracts as they misrepresented the service and details of the timeshare during the presentations we attended which lead to the purchase of the timeshare. We acquired this timeshare relying upon the details given to us during the presentation. We have stopped payment on the contract and maintenance fees. We have contacted the company and have included the letter and copies of any other correspondences we feel applicable. We have received little to no response.

I am asking that your agency aid in obtaining a mutual agreement or release. We are willing to submit any and all communications we have received or sent and work with your offices to find a resolution as the timeshare company does not seem to be interested in doing so. Please contact me with any further questions and or suggestions.

Sincerely,

Drexel Collins, Jr.
Allison Collins

90 Acres Ct.
Lynchburg, VA 24502

434-544-1644
drexelcollins@gmail.com

Diamond Resorts International
10600 West Charleston Blvd
Las Vegas, NV 89135

June 14, 2017

We, Drexel Collins Jr and Allison Collins, are writing this letter to request cancellation of our contract number 1960058 & 2034207. We feel the information conveyed by your sales representatives, particularly during the follow-up conferences after our initial purchase had been made, were very misleading and have resulted in our dissatisfaction with our ownership.

The initial experience with Diamond was in Williamsburg, VA in which we were told by Chris Grant and almost another twelve salesmen. This was the longest three hour experience that we wish to never experience again. All of the information given to us seemed good but it was a short time before we discovered that it was not as it should be.

The problems really started when we were invited to attend additional conferences to keep us abreast of our ownership. Instead of making us aware of our property, we were pushed to purchase more points and more property in order to get more out of what we already had. We were told that our current point level would not or could not provide for us maximum usage of the resorts and were told that with only 5500 points we could remain "locked out" of the places we really wanted to go.

The first follow-up conference took place in Orlando in 2010. We voiced our concerns, but could never get anyone knowledgeable enough to answer our questions. The salesmen discussed with us our desire to visit more and better resorts at the times we wanted to vacation and told us how we could fix the problems we were experiencing. He explained to us that an upgraded purchase would be a financial investment for us as a family, as we would be able to travel whenever we needed and if we would take out a credit card would be able to offset our maintenance fees.

Following our purchase we continued to experience difficulty making reservations for the resorts we wanted, when we wanted to go. It seemed the upgraded purchase gave us no new benefits, as had been discussed, meaning it was just a waste of money.

Five years later we contacted Diamond asking to do something to lower the fees and or at least work out monthly installments. Sadly, our request fell on deaf ears as we were told flat NO.

Today we have a debt of more than $19,000.00, which is excessive considering the subpar service and vacation experience we received. We were told we could stay anywhere at any time...this did not happen. We have used the timeshare approximately 18 times since owning and have not been able to get reservations at the Royal Palm Beach Resort, St. Martin, or Hilton Head Island, SC.

We have tried, in vain, to get Diamond to assist us with these problems but the Resort has either lied to us about to fix the problems or avoided our requests altogether. Also, no representative who is knowledgeable about these procedures has been assigned to help us.

In addition to contract cancellation, we are seeking some type of financial refund.

Therefore, effective this date June 14, 2017, we are suspending all timeshare payments to Diamond. We are requesting an answer from Diamond within 30 days of this letter.

Sincerely,

Drexel Collins Jr.

Allison Collins

From: Elliot, Russell
Sent: Monday, August 7, 2017 12:29 PM
To: averycedric@yahoo.com Cc: drexelcollins@gmail.com
Subject: Diamond Resorts International - Collins - 9-9758906(CID:2snkf183dhtm73rkkc)

Dear Mr and Mrs Collins,

I am writing in response to your recent communication with Diamond Resorts in which you request the cancellation of your account on the grounds that the contract was in some way misrepresented at the time of sale. Unfortunately, we are unable to grant this request for cancellation and I have explained the reasoning for this below. Whilst it is stated that you were 'locked out' of certain locations prior to your upgrade this is simply not the case and all members of Diamond Resorts have access to each and every one of our resorts. This is clearly acknowledged within your initial purchase documentation and there is no reservation preference based on membership level. Whilst more points do not give you access to different resorts they do of course give you more access as you have more points to spend, this therefore gives access to higher points value resorts. It is further stated that you have been unable to attain a reservation at the Royal Palm Beach Resort up until this point. I would though highlight that (at the time of writing) there are reservations available as soon as August 19th at this resort as evidenced below. In light of the above evidence and indeed the time between the purchase of this contract and your contact requesting relinquishment I would reiterate that we are unable to cancel this contract.

I hope that this helps to resolve this matter.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, NV 89135

Financial Services
8415 South Park CI, Ste. 150
Orlando, FL 32819

Drexel & Allison Collins
90 Acres Ct.
Lynchburg, VA 24502

August 2, 2017

RE: 2034207

We would like to clarify our previous letter as it seems Diamond Resorts has again taken information and turned it to their advantage and not ours. We did not state that all communications should stop, rather that we demanded the phone calls stop and ALL communications further come in writing by mail or email. Please reference the letter again and read it carefully.

Sincerely,

Drexel and Allison Collins

From: Drexel Collins [mailto:drexelcollins@gmail.com]
Sent: 11 August 2017 21:25
To: Elliot, Russell <Russell.Elliot@diamondresorts.com>; averycedric@yahoo.com
Subject: RE: Diamond Resorts International - Collins - 9-9758906(CID:2snkf183dhtm73rkkc) [This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Mr. Elliott, Thank you for your response, BUT, let me get this straight. I send Diamond a letter notating that we were "locked out" of certain resorts. You state "Whilst it is stated that you were 'locked out' of certain locations prior to your upgrade this is simply not the case and all members of Diamond Resorts have access to each and every one of our resorts" then you go on to say "Whilst more points do not give you access to different resorts they do of course give you more access as you have more points to spend, this therefore gives access to higher points value resorts." This is completely contradicting what you just stated! And based on the sole fact that you say and show availability for one location.... you are denying our request? Perhaps the process in which you can see and book reservations is not the same as the one I, the owner, sees and endures. We have attempted to book there and MANY other places. My guess would be I could try to do so and would be told there is no availability. However I would also guess if I called in as a non member I could get any reservation I wanted and when I wanted. Please advise as to which story I am supposed to believe.

Sincerely Drexel & Allison Collins
Sent from Mail for Windows 10

From: Elliot, Russell
Sent: Tuesday, August 15, 2017 11:22 AM
To: Drexel Collins
Subject: RE: Diamond Resorts International - Collins - 9-9758906(CID:yvzn3mvc35pwqwy2kk)

Dear Mr and Mrs Collins,
I apologise that my email caused some confusion and can see how this would be construed to be contradictory but please allow me to clarify this. As we have literally hundreds of resorts available to our members, there is of course a vast spread of weekly and indeed nightly values attributed to them. There are also resorts that due to the location or other factors demand a high points value and are significantly higher than the average of our resorts. Whilst all of our members have the ability to book at each resort and in each unit type this is of course dependent on having the requisite points available. Therefore should a member not have the requisite points available for the minimum unit size in a given resort they would be unable to book but would not be actually locked out, just not able to provide the necessary points. I would advise that the availability that I checked was done utilising the same reservation screen as our members use to ensure that the availability is accurate. If you have any problems finding availability with specific resorts and believe this to be a system issue then we would always recommend contacting us so that we may remedy this and assist. With regards to rental bookings being made by non-members, please be assured that this inventory is owned and maintained by our developer and used in order to market Diamond Resorts and to increase our member base. This inventory is held entirely separately from that available to Club members and rental guests are not able to book Club Inventory.

I hope that this helps to clarify this issue.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

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Tallahassee, FL 32399-1050

32399-105099

cS/timeshare
AID

Michael Mullins

40 Warner Ave

Jersey City, NJ 07305

October 4, 2017

To Whom It May Concern:

We have submitted a dispute of our membership and contract with Diamond Resorts in recent months and asked that they resolve and/or cancel our contract as their representatives misled and deceived us with false information when we purchased the contracts for timeshare. We acquired the timeshare believing it to be a sound financial investment. However, we relied on this false information in the sales presentation and have discovered otherwise. We believe we are victims of fraud and are being harassed by the sales and financial departments within this company on a weekly basis for payments, however, they are unwilling to acknowledge and respond to concerns. We have contacted Diamond by letter and included it and the responses we have received for your review.

We are disputing the contract and its validity as the information given to induce the purchase was not complete or not truthful. We are asking that your agency aid us in resolving these issues.

Please contact us with any further questions and or suggestions.

Sincerely,

Best regards,
Michael Mullins

Michael Mullins

40 Warner Ave

Jersey City, NJ 07305

August 28, 2017

To Whom It May Concern:

This letter is to inform you of my immediate request to cancel my timeshare with Diamond Resorts. I must admit, my experience has been truly disappointing and not at all what I was initially promised.

When we actually get to take advantage of a vacation, we always receive a phone call the morning after check in inviting us to an owner's update regarding newly acquired properties and features regarding our ownership status with the promise of a $100 gift card and discounted tickets to any nearby attractions. Then the upgrade conversations begin and it always focuses on purchasing more points. It has never been an information session only (as promised).

We believed our first upgrade with Diamond didn't sound too bad because at the time, we already owned 3000 points through our purchase with Sunterra, which had been newly acquired by Diamond. Because of this, they invited us to an owner's update so we scheduled a vacation. We increased our number of points at this time based on the promises made by your sales reps.

In 2010, we decided to take a vacation to the Grand Canyon using our Diamond points. The accommodations were beautiful, but we weren't too interested in upgrading until we went to the sales presentation and started talking about how we might be able to upgrade if Diamond acquired our paid off Westgate timeshare from us. Of course the rep was able to work something out, and of course, as a result of the new contract and more points, our monthly payments and maintenance fees increased. Then we were told that we would be able to use our points for items other than just lodging, such as car rentals, air fares, hotel stays, etc. We told the sales rep we never really had any need at that time to use our points for those items because my husband worked for United and we already received discounted airfare. But he promised he could do more.

In 2015, we upgraded to get closer to Gold status so that more benefits would become available to us, as promised by your sales rep. During that presentation, in order to "help" us with the down payment, we were offered a Barclays card with a low interest rate, an interest free promotion period, and the fact that points would build on that card which we could use to offset our maintenance fees. That card ended up having a 24% APR and the interest free period was only three months. There is no way I would use that card to build points AND offset our maintenance fees at 24%.

All of the promises made through these years with Diamond are all bogus. We were told we could pass this on to our children, but we don't want to straddle them with the annual maintenance fees. The

value received when exchanging points for other items is non-existent. For example, I attempted to book a room for a weekend stay in Ocean City, Maryland earlier this year. Diamond wanted close to 10,000 points for a three night stay in a 4-star hotel. That number of points is close to half our annual point allotment! There is definitely no value and I don't see this getting any better for us.

Overall, each encounter with the Diamond's sales reps have left me wanting to run out of the room because they are very determined and aggressive when attempting to get us to purchase more points to "improve" our membership. We've always received promises that we would be able to travel to any Diamond resort and would have preferential treatment when requesting an exchange through Interval because of the power that Diamond owners have behind them in the system. I have tried to exchange into resorts in Ocean City, Maryland, but have never been successful. Another sales pitched used on us is the fact we live in New Jersey, retirement is around the corner, and we could "become snowbirds by using our points to stay in a timeshare during the winter months." The sales reps do not leave any stone unturned in their sales pitches!

Again, I am requesting a full refund and immediate cancellation of my timeshare contract. Please respond to my request within 30 days of receiving this letter.

Best regards,

Michael Mullins
Member # 16262919; 17147191(?)

From: "Overfield, Ben" <Ben.Overfield@diamondresorts.com>
Date: September 13, 2017 at 7:37:39 AM EDT
To: "wlhm@comcast.net" <wlhm@comcast.net>
Subject: Diamond Resorts International® M-215558928 Mullins (CID:sz8s4y4zvjym0lwrgk)

Dear Michael L. Mullins and Winifred L. Howard-Mullins,

We here at hospitality management have been passed your details with regards to your concerns over your membership with us.

We are sorry to note your disappointment with your membership and this is certainly not what we want to hear from our members. With this being said we must advise that with every purchase you do make with us, you are provided with full purchase documentation which does detail every term and condition attached to your ownership - I have attached the documentation from your most recent purchase.

It also must be noted that upon your initial contact with our representatives you do have a meeting with our quality assurance team, who will go over the documentation with you and answer any questions you may have. From looking at your documentation from the date of purchase, we can see that you were happy with everything that was advised to you at the time of purchase and there was no questions relating to this purchase. With this being said if there was any specific points to your purchase that you relied on and they were not listed in the documentation- this was the opportunity to bring this up and the Quality Assurance team would ensure this is covered with the representatives.

Also attached to this purchase is a rescission period which allows you the time to study and ensure that this purchase is correct for you. With your purchase you did have a 10 day rescission period, which did give you the time to make contact with our teams at Diamond is there was any questions relating to your purchase.

With this being said we must advise that we are not in a position to cancel or amend your recent purchase with us due to the documentation being clear at the point of sale.

We are sorry that this may not be the response you were hoping for, however we trust this clarifies our position on this matter.

With Kind Regards

Ben

Ben Overfield | Customer Service Senior Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Mobile: 07775431923 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

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Michael Mullins

40 Warner Ave

Jersey City, NJ 07305

September 13, 2017

Attn: Ben Overfield

While I appreciate your speedy response to my letter dated August 28, 2017 requesting to cancel my contract, I feel as if I need to press the issue more. Your reason for denial does not cover any of my concerns I had listed.

Yes, we may be provided with full service documentation at the time of purchase, but you must know that while in these high-pressured meetings, the sales reps are pointing at where to sign and moving so fast they don't even give you time to read the documentation. And yes, there is a rescission period of 10 days but what we are unhappy with and the reason we want to cancel could not be determined within those 10 days – we weren't made aware of these problems and lies until we attempted to vacation or was actually able to vacation.

Please allow me to reiterate the reasons (the broken promises and lies) why we insist on cancelling this contract:

1. When we do get to take advantage of a vacation, we always receive a phone call the morning after check in inviting us to an owner's update regarding newly acquired properties and features regarding our ownership status with the promise of a $100 gift card and discounted tickets to any nearby attractions. Then the upgrade conversations begin and it always focuses on purchasing more points. **It has never been an information session only (as promised)**.
2. We were told that we would be able to use our points for items other than just lodging, such as car rentals, air fares, hotel stays, etc. We told the sales rep we never really had any need at that time to use our points for most of those items because my husband worked for United and we already received discounted airfare. But he **promised he could do more**. This never happened.
3. In 2015, we upgraded to get closer to Gold status so that more benefits would become available to us, as promised by your sales rep. During that presentation, in order to "help" us with the down payment, we were offered a Barclays card with a low interest rate, an interest free promotion period, and the fact that **points would build on that card which we could use to offset our maintenance fees**. That card ended up having a 24% APR and the interest free period was only three months. There is **no way I would use that card to build points AND offset our maintenance fees at 24%.**
4. We were told we could pass this on to our children, but we don't want to straddle them with the annual maintenance fees – **that part was never mentioned.**
5. The value received when exchanging points for other items **is non-existent.** Diamond wants close to 10,000 points for a three-night stay in a 4-star hotel. That number of points is close to half our annual point allotment! **There is definitely no value**.

6. We've always received promises that we would be able to **travel to any Diamond resort** and would have **preferential treatment** when requesting an exchange through Interval because of the power that Diamond owners have behind them in the system. I have tried several times but have never been successful.

Your sales reps are very determined and aggressive during the upgrade process and will go to any lengths and promise anything to get a sale.

So I say again, I am requesting a full refund and immediate cancellation of my timeshare contract. If you can't do that, then we will seek a remedy elsewhere. We are hoping you will rescind your denial and see that we wouldn't have been under the impression that this was a financial investment and we would get what was promised if we hadn't been instructed that way by multiple Diamond reps.

Sincerely,

Michael Mullins
Member # 16262919; 17147191(?)

From: "Overfield, Ben" <Ben.Overfield@diamondresorts.com>
Date: September 29, 2017 at 7:31:27 AM EDT
To: Winnie Mullins <wlhm@comcast.net>
Subject: RE: Diamond Resorts International® M-271544813 Mullins (CID:r65j74n5g83gfdbjkf)

Dear Michael & Winifred Mullins,
Thank you for your email and I am sorry to note your disappointment in my response. We must advise that upon review, our position does stay the same due to the documentation being clear at the point of sale. With this being said we clarify that we are not in a position to cancel or amend your contract with us.

With Kindest Regards
Ben

Ben Overfield | Customer Service Senior Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Mobile: 07775431923 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

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Adam and Janine Krachman
12700 Hidalgo St.
Desert Hot Springs, CA 92240
760-251-4678

October 4, 2017

To Whom It May Concern:

We have submitted a dispute of our membership and contract with Diamond Resorts in recent months and asked that they resolve and/or cancel our contract as their representatives misled and deceived us with false information when we purchased the contracts for timeshare. We acquired the timeshare believing it to be a sound financial investment. However, we relied on this false information in the sales presentation and have discovered otherwise. We believe we are victims of fraud and are being harassed by the sales and financial departments within this company on a weekly basis for payments, however, they are unwilling to acknowledge and respond to concerns. We have contacted Diamond by letter and included it and the responses we have received for your review.

We are disputing the contract and its validity as the information given to induce the purchase was not complete or not truthful. We are asking that your agency aid us in resolving these issues.

Please contact us with any further questions and or suggestions.

Sincerely,

Best regards,
Adam & Janine Krachman, Member # 390738

Adam and Janine Krachman
12700 Hidalgo St.
Desert Hot Springs, CA 92240
760-251-4678

August 30, 2017

Attn: Diamond Resorts International

We are requesting immediate cancellation of our timeshare contract and mortgage loan. Janine and I feel as if we have been misled into upgrading several times with promises of more availability, more points and more opportunities – all of which has been a lie. The only thing we've received "more" of has been more maintenance fees.

Our initial purchase was into Grand Beach Resort in Florida. With this investment, we received dinner and passes at Disney World. This presentation was promised at 90 minutes and lasted about 5 hours.

In 1999, we added Cypress Point Property Resort in Florida because they told us we had to upgrade to fully use the system. This presentation lasted 6 hours.

In 2002, we rolled over into a points program at both resorts. We were told we had to move to fully use the system (again). This ended up being a 4 hour presentation.

In 2003, we upgraded into Sunterra Points. We had to buy more points to keep the program running since Embassy no longer had property. This upgrade took 7 hours!

In 2013, we upgraded to Diamond Resorts US Collection. We had to buy more points to move us into a higher level which promised us cruises, airfare, vacations, houseboats and help on maintenance dues. This meeting was very high-pressured and stressful. I was made to believe that I wasn't using the program we had to its full potential but, with some upgrades, and more money, this problem could be solved. In order to upgrade, we were told special permission was given to be able to take in what we currently had to upgrade. We were offered a Bank of America credit card to finance the down payment for the upgrade. We were promised they would show us how to use these new points so that we would never have to pay for travel expenses again! We were in this presentation for 7 – 8 hours. We were given extra bonus weeks which were never used. All the property was now in an international trust that could be passed on to our children. With this, we immediately had higher maintenance fees that we could never pay. Our 'Assessment per Point" is now over $4700 a year for the 19,000 points we have currently.

We are demanding that the monies paid for these upgrades be refunded and that you have not provided the terms and "perks" and or benefits promised. Instead, the few vacations we have been able to book have been booked with much difficulty and once we arrive we have been told we have to upgrade to continue using. This is a scam that is never ending as the level and usability are unreachable. Our contracts are to be terminated and our monies returned.

Thank you,

Adam & Janine Krachman, Member # 390738

From: Elliot, Russell <Russell.Elliot@diamondresorts.com>
Date: Tue, Sep 12, 2017 at 3:23 AM
Subject: Diamond Resorts International - Krachman - 9-1287192 - (CID:zzd2dpz$tgxknj2cjb)
To: "dsrtlawman@gmail.com" <dsrtlawman@gmail.com>

Dear Mr and Mrs Krachman,

I am writing in relation to your recent contact with Diamond Resorts International in which you request the cancellation and refund of your contracts and membership. Unfortunately, these contracts are non-cancellable and we are unable to grant a cancellation or refund on the grounds presented. Whilst it is stated that the contracts were misrepresented, the only claims that are stated are that you would be subject to more availability and more points. As with any upgrade, increasing your points amount naturally increases the amount of inventory that you are able to book as you have more points at your disposal. You have stated that we have not honoured the 'benefits and perks' that were offered but there are no mentions of any specific benefits that were offered and as such we are unable to comment on this. In light of this, we are unable to grant a cancellation on your account. I hope that this helps to clarify this matter.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

Dear Russell:

Thank you for reaching out to me with regards to my letter of complaint sent to your company earlier this month. I am very disappointed to see that you are not willing to fulfill my request for cancellation and refund of my ownership.

You mentioned in your response that my stated claims were that we were subject to more availability and more points. My stated claims were actually that the promises given by your sales staff were unkept as they were promised only to get me to upgrade and purchase more points. And in fact, the level and usability are quite unreachable. I was made to believe that I wasn't using the program we had to its full potential but, with some upgrades, and more money, this problem could be solved. The problem has yet to be solved. Each time we went on a trip, once we arrive we have been told we have to upgrade to continue using. We know this is unfair and untrue and a ridiculous sales tactic in order to make the sale. We were told countless times we had to purchase more points in order to keep the program running. It seemed as if we never had enough points!

All in all, I feel as if I was swindled. Had it not been for the lies and pressure put on by your staff, I never would have purchased the upgrades to begin with.

I don't want to waste any more time hashing this out with you if you're unwilling to look further into the problem and provide a favorable outcome. We are simply asking that because of the way we were coerced and lied to, that we can have our contracts cancelled and retrieve some of the money that we've paid into it. It doesn't seem like a good business practice to have your salesmen pushing a false idea onto people and then locking them into it forever. We aren't going to pay more money to get out of it, we just hope that in talking to Diamond that you will have some understanding and let us cut ties with the timeshare.

If you all can't do that, then we will seek a remedy elsewhere, but hopefully in your investigation you can see that we wouldn't have been under the impression that this was a financial investment and that we needed to continuously upgrade to be able to use if we

hadn't been instructed that way by multiple Diamond sales staff.

Thank you,

Adam & Janine Krachman, Member # 390738

From: Elliot, Russell <Russell.Elliot@diamondresorts.com>

Date: Fri, Sep 15, 2017 at 3:44 AM

Subject: RE: Diamond Resorts International - Krachman - 9-1287192 - (CID:97$cjqm$b5$6zdmfgf)

To: "A. Krachman" <dsrtlawman@gmail.com>

Dera Mr and Mrs Krachman,

As previously advised we remain unable to cancel your contract on the grounds presented. Whilst it is stated that you were promised further availability and are unable to achieve this there is no use of your account since your upgrade purchase. Had you contacted our reservations team in the meantime you would likely have benefitted from your membership far more. Unfortunately, your choice not to utilise this membership does not invalidate the signed contracts. I hope that this helps to clarify our position on this matter.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

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From: A. Krachman [mailto:dsrtlawman@gmail.com]

Sent: 19 September 2017 02:52
To: Elliot, Russell <Russell.Elliot@diamondresorts.com>
Subject: Re: Diamond Resorts International - Krachman - 9-1287192 - (CID:97$cjqm$b5$6zdmfgf)

Mr Elliot: It clearly seems we are having a breakdown of communication. You are missing the reasons we are demanding cancellation. I'll summarize one last time in easier terms: We haven't been able to use - we can't get in touch with your sales staff for help and/or nothing is ever available. We never have enough points to go anywhere that is available - we are always told we must upgrade. When we do, the same cycle occurs. Your promised extra perks, benefits and promises are nowhere to be seen. My next step will be to send this over to the Attorney General and the BBB.

Cordially, Adam & Janine Krachman,
Member # 390738

From: Elliot, Russell <Russell.Elliot@diamondresorts.com>
Date: Wed, Sep 20, 2017 at 10:09 AM
Subject: RE: Diamond Resorts International - Krachman - 9-1287192 - (CID:mdp5ln3fqf$t23hlgf)
To: "A. Krachman" <dsrtlawman@gmail.com>

Dear Mr Krachman,

Please be advised that whilst one of the reasons that you have stipulated for you requesting cancellation is the benefits that were offered but not fulfilled, these benefits have not been specified. In order for me to investigate this further I would require that these are specified. In light of the other reasoning we would be more than happy to assist you in further utilising your membership and taking full advantage of the points that you have purchased. Should you require further help with this please don't hesitate to contact us again.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

As stated, we will be contacting the BBB and Attorney General regarding this matter, along with anyone else we feel can help. We are no longer interested in continuing with this broken relationship. I stated my claims in my original letter of complaint as well as both disputes and you are failing to see our reason for requesting cancellation.

Regards
Adam Krachman

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Office of Attorney General – Pam
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State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399$1050 C001

CS/Timeshare
AR

Phyllis and Thomas Pelt

18600 Village West Drive, Unit 212

Hazel Crest, Illinois, 60429

phylpelt@sbcglobal.net

Dear Florida AG Pam Bondi,

I apologize in advance for my attempts to send you information that describes a situation that has caused me and my husband much frustration. Since our situation covers 3 states – the one we live in – Illinois, the one where we made our latest attempt to " exit" of time share, Missouri and the one where we own the time share – Florida, I have completed forms to the Attorney Generals of all three states.

We have been trying for the past several years to exit the Orlando Florida, Diamond resorts Time Share (AKA. Palms, Mystic Dunes) that we purchased and completely paid for in 1996. The maintenance fee which started at $150 per year, is currently 1,300 . AT the time of purchase I was actively involved in respite care for my elderly parents who are now deceased. Due to our health issues, family issues and well as our finances we can no longer use this time share. WE have even tried to give it away – but there is a cost to US to do that also.

In August of 2016, we tried to use Sum Day 3rd party exit team recommended Forever Grand Vacations in Branson Missouri but due to in appropriate requests from them we filed (but lost) a dispute for $2, 361.00 we charged to Amerian Express. We are still stuck with the Orlando Time share and now we also have a FGV account that we nor our family members can use at the additional cost of $2, 361.00 (LONG Story)

What do you recommend that senior citizens do in this situation? Can you recommend a way for us to exit this time share that cost us $17,000 – without paying any money up front? Please advise at your earliest convenience.

Thanks Much,

Phyllis Pelt

Phyllis Pelt

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Pelt Phyllis Thomas L Last Name, First Name, Middle Initial	Forever Grand Vacations Name/Firm/Company
18600 Village Drive West Unit 21a Mailing Address	2005 W. 76 Country Blvd Suite 206 Mailing Address
Hazel Crest, Cook County City, County	Branson, MO 65616 City, County
IL 60429 State, Zip Code	MO. 65616 State, Zip Code
708-647-6730 Home & Business Phone, including Area Code	417-339-0095 Business Phone, including Area Code
phyLPELT@SBCGLOBAL.NET Email Address	Contact@fgvbranson.com d.price@fgvbranson.com Business Email or Web Address

Product or Service involved: travel club Amount Paid: $ 2361.00

Date of Transaction: 8/23/2016 I was contacted by: ____ Telephone ____ Mail X Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☒ Yes ☐ No

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

FYI Background to AG Florida

New# — 1/19/2017

L9E6478

2/6/2017

MAM9500

To: American Express

Date: 12.30.16

RE: Dispute #L5y1583

Account ending in 01008

Catalog

From: Phyllis and Thomas Pelt
phylpelt@sbcglobal.net

Please close this dispute against Forever Grand Vacation in our favor. FGV has sent you lots of ads showing the possibilities they offer their members. We were NOT members when the Branson vacation people offered us the discounted tickets and rates to local restaurants. We were already in Branson looking for something to do during a final attempt to get some benefit from our Diamond Resorts timeshare. So we followed up on one of many emails received after we had reserved our Branson vacation. The Branson vacation emails suggested ways to enjoy Branson at a savings – only a couple who had timeshares and certain incomes were eligible to use these perks. WE had no idea that these perks were conditions connected to purchasing a vacation package at FGV. The Branson vacation people that had their advertisements at the time share hotel we were staying in did say that we HAD to talk to the vacation planners BEFORE we could use any of the Branson perks – so when you see the dates and times of our use it seems as though these events were connected. They are NOT. We have NOT used anything FGV as offered since we charged the $2,361.00. They have bombarded us with almost daily emails from Aug 23,2016 until they learned that we were involved in the American Express dispute. The time share exit service that they verbally promised would help us exit seems to be a " bait and switch" activity. In hind sight we realize that almost every promise and discussion about helping us get rid of the time share was verbal and all of the stuff about ownership of FGV was written. We were not even given the name of the third party transfer company until we signed off on the FGV perks.

We clearly told everyone that we talked to at FGV that we were not healthy enough to use any of their services. They had that response covered by telling us to use 4 other people so that we could take advantage of their getting rid of our time share – so we came up with the names of 4 people (our adult children) in order to qualify for use of the time share exit service. The four people we listed also can not use FGV. We put their names down so we could qualify for the FGV third party time share exit plan.

When Danny Price called us on Dec 16, 2016 he said that the SumDay vacation time share exit team did not work for every one and that he was not aware that we would need to sign a blank form . He wanted to give us the name of another exit team that MIGHT work out. This again was a verbal promise. Extra fees would be involved with this other company- Time Share Cures of Branson. We googled this company and they sell time shares for $1 with a start fee of $850.00 to us with more closing and other costs involved. These extra fees were never part of the FGV

conversation about exiting Time Share. We thought that the $2, 361.00 paid to them would cover all of the timeshare related fees .

Since we did not use any of the FGV services we asked if we could cancel them and if necessary pay the $394 that FGV indicated was the cost of the restaurant and show tickets we used while in Branson. We paid the $55 for these package of tickets and thought that this was it – but apparently not. Mr. Price said – too late- there was pro- rating process and we would have to go through their Vacations Services international to liquidate the FGV contract. There would be a start fee of $400 and then we may get our money back – no promises. All of these agencies seem to be connected and the processing fees connected to them add up. Now we need money to pay the $1,400 maintenance fee to Diamond Resorts because this is required even if we want to donate the time share to a charity. This time share which has had names of Palm, Mystic Dunes and now Diamond Resorts had a maintenance fee of $150 when we bought the Palms Resort time share in 1996 in order to help us with caregiving of our parents who then lived in Orlando, Florida. Our parents are now dead and we have mental and physical challenges that keep us close to home. So there is no reason for us to be buying any kind of vacation pkg. We were truly " tricked." If you look at our American Express record over the years we have paid our bills faithfully and on time. We are not trying to scam anyone. We are senior citizens who clearly need to STOP making certain types of financial decisions. This is what we have learned from this situation .We have filed a complaint with the Missouri Attorney General's office and they were well aware of FGV and SumDay and have been investigating them for over 2 years because of what seems to be twisted information and lack of follow through on promises.

We can get documentation from our Memory Specialists doctor at Rush university with their recommendations for us to stay on regular schedules close to home. We tried to give our time share to our children but they did not want it. That is why we connected to the FGV in order to get rid of our Diamond Resort Time share as they indicated they could do for us – in a timely, seamless manner once we joined their program. As things progress after Aug 23rd we could see that this was not going to happen. Please, please settle this dispute in our favor.

In August of 2016, in an attempt to exit a Diamond Resort Timeshare we bought in Orlando Florida in 1996 to facilitate caregiving of my elderly parents who are now deceased, we responded to an email from "Save on Branson ", 877-395-3085, that indicated that if we attended a 30 minute " "preview" from (???) we would not only have a plan to exit out time share, but we would qualify for 3 shows while in Branson, at the low cost of $55. We agreed, the talk lasted over 2 hrs; We returned within the 3 days to cancel the "contract" but they lowered the original cost of adding a vacation plan and insisted that we were making a BIG mistake not to take advantage of their " nameless" exit time share services.

We did not get a copy of the form that shows the charge of $750 that had to be paid to " nameless" 3rd party exit team. The $750 charge for this process has not shown up on any of the paper work that FGV submitted to American Express when we participated in a LONG process to try to dispute what was promised from what we received. We later learned that the things that we signed and initialed did not match what the reps at Forever Grand Vacations told us. The real " deal breaker" was when Sum Day Vacations, the 3rd party exit team that FGV connected us to ONLY after we joined their vacation club, sent us forms – 10 days or so after we returned home, that included an Enforceable Payment agreement that was totally blank. We called and they said if we did not want to sign this – the deal was " off." We FGV was able to win the dispute with AE because all the paper work they submitted looked like we have used their services. We could not prove that we did not. WE could not prove that the $750 that was to go to the 3rd party exit team was NOT returned to us from the $2, 361.00 that FGV charged us for their vacation plan etc – that we only signed up for in order to " qualify" to exit our Diamond Resort Time Share. This 2 bedroom time share in Orlando is completely paid for and our assessments which rose from $150, to $1, 300 are also paid for – until Jan 2018. WE hope we can at least get the $750 back from FGV – we know we have lost the other money. Add us to the senior citizens that have learned another lesson the hard way.

From: Phyllis Pelt
10/24/2017

During your vacation your attendance is required for a no obligation, fun and exciting vacation preview. Please take a moment to read the terms and qualifications outlined below. If you have any questions, please call customer service at 877-395-3085.

If you have children traveling with you they will enjoy the children's activity room provided on site. The preview is not at the same location as the check in. Upon check in, we will provide you directions to the preview. If you are going to check in on the day of your preview please let us know so that we can advise you what time to arrive. It is important for you to communicate with us to make your expericence smooth and hassle free. Thank you!

Your preview is scheduled for : Tuesday, August 23, 2016 @ 09:00 am

QUALIFICATIONS FOR ATTENDING PREVIEW:

- Husband and wife or couples living together must be at least 30 years of age and must attend together. Single women must be at least 40 years of age.
- A minimum combined annual income of $40,000 is required or $35,000 if you are retired.
- Guest must own a Timeshare property or Vacation Ownership Club like Wyndham, Bluegreen, Diamond Resorts, Silver Leaf, Spinnaker, Disney, Marriott, Hilton, etc.

It is important that you meet these qualifications because your vacation package has been discounted based on your attendance. If you do not attend your scheduled presentation or fail to inform us that you do not meet the qualifications you will be subject to a fee plus full rates for all hotel nights and/or tickets included in your package. As a courtesy let us know if you are on another promotional package. We are here to help you every step of the way. Please do not hesitate to contact us for assistance.

Why did they require this + Talk to us 75% of time about exiting our time share + yet this is the ONE outcome that we did not get.

Who can Tell us how to get out of orlando Timeshare

FYI This is the form we refused to sign

No letterhead from Sun Day Vacations
14188 Business 13
Branson West, MO
417-272-1629
info@sundayvacations.c

Enforceable Purchase Agreement

The parties named in this purchase agreement agree to transact and execute the below by the terms contained herein as the "Purchase Agreement".

Seller(s) Date: _____
Thomas L. Pelt
Phyllis Y. Pelt
18600 Village West Drive #212
Hazel Crest, IL 60429

_____ _____
Thomas L. Pelt Phyllis Y. Pelt

Financial Information and Terms of Sale: Mystic Dunes/Palms Resort & Country Club
Parcel Unit # 206
Vacation Week # 16
Building: 12

Amount of the purchase $_____

Amount of reimbursements such as maintenance fees, Club fees, taxes, etc.
$_____

TOTAL amount of the offer excluding closing cost $_____
This is amount seller is expecting to receive less any broker fees.

Good Faith estimate of closing cost. $_____

Total buyer anticipates to pay to close this transaction $_____

Title Company conducting closing _____ Phone: _____

Buyer(s) **Date:** _____
_____
_____
_____

_____ _____
Signature **Signature**

FYI from P. Pelt 10/2/2017

Parcel # 15-25-27-3180-000-A&B-0040
Mystic Dunes Resort & Golf Club
Actual True Consideration $_____

Prepared By:
Thomas L. Pelt
18600 Village West Drive #212
Hazel Crest, IL 60429

Return Deed to:
Sumday Vacations
14788 BUSINESS 13
Branson West, MO 65737

WARRANTY DEED

THIS DEED, made this ____ day of _____, 20__ by and between Thomas L. Pelt and Phyllis Y. Pelt, whose address is 18600 Village West Drive #212, Hazel Crest, IL 60429, Grantor(s) to _____, as Grantee(s) whose address is _____.

WITNESSETH

That the Grantor, in consideration of _____ Dollars ($___.00) and other good and valuable consideration to it paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant bargain and sell and convey unto the aforesaid Grantee, their heirs, devises, successors and assigns, the following described property:

Building **12**, Unit **206**, Week **16** During Assigned Year(s) **ANNUAL** OF THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM, according to the Declaration of Condominium thereof recorded in Official Records Book **1545**, Page **2911**, Public Records of Osceola County, Florida, and all exhibits attached thereto, and any amendments thereof (the "Declaration").

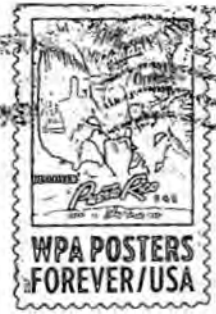
This conveyance is subject to and by accepting this Deed Grantee(s) do(es) hereby agree to assume the obligation for payment of real estate taxes for the current year and subsequent years. Further, by accepting this Deed Grantee(s) accepts title subject to the restrictions, liens and obligations set forth in the (1) Conditions, restrictions, limitations, reservations, easements and other matters of record, (2) Declarations for the Project and all amendments and supplements thereto, and agrees to perform obligations set forth there in accordance with the terms thereof.

The Benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The plural number as used herein shall equally include the singular. The masculine or feminine gender as used herein shall equally include the neuter.

10/2/2017
This is what we are trying to "get rid of"; sell, donate, exit?
Phyllis Pelt. 10

Thomas Lipert
18600 Village West Dr., Apt. 212
Hazel Crest, IL 60429



Office of Attorney General
PL-01 The Capitol
Tallahassee, Florida
32399-1050

32399-044999

CS/timeshare
AR

10/16/17

To Whom It May Concern,

We have been disputing our ownership with Diamond Resorts and have requested all contracts be canceled, that we no longer be held to any future obligations, and that the money we have paid for this useless ownership be refunded. We have attempted to resolve this issue with the Timeshare company directly by sending a letter of complaint but have had no response.

What had started out as a hope to find a vacation/housing spot has become an expensive mistake. We were offered multiple gifts to lure us into these presentations that lasted longer than advertised and later these presentations became mandatory. Several times we had said "No" to an upgrade and to going from our deeded week into the point system but the salesmen would draw out the meetings and bring out their "supervisor" to offer us something better. This was really just a tactic to pressure us further into a purchase. We have had no advantage in our booking power to get more desirable accommodations as was promised. Even when we voiced our disappointment with our accommodation or with the overall Timeshare we were simply told we needed to upgrade.

We are asking that your agency aid us in resolving these issues. We are wanting to fully cancel our contract and ownership with Diamond Resorts based on the high-pressure sales tactics, misinformation we were given and their complete lack of customer service. This ownership has given us no benefits to traveling as they had promised. We are including the original letter of complaint that we sent to Diamond and please feel free to get in touch with us for any further questions.

Sincerely,

Mark E. Lewis and Deborah A. Lewis
507 Huston Street
Chase City, VA 23924

Mark E. Lewis and Deborah A. Lewis
507 Huston Street
Chase City, VA 23924
9/25/17

To Whom It May concern:

We are Mark and Deborah Lewis and we are writing this letter as a formal complaint with Diamond Resorts ownership. Below is an account of our experience.

During a getaway in Virginia Beach, we were looking for available vacation/housing spots. We entered an information stand on the Boardwalk. The clerk asked us what we were interested in and we told him we were looking for information on vacation spots. He recommended and gave us a voucher for us to visit Gold Key. On 2/24/14, we went to the Gold Key office and we were informed that we would have to sit through a 90-minute presentation and would receive a total of $150 in gift cards. Ron Herrod, our sales rep went through the presentation, asking how much money we spent on vacations, the top 3 vacation places that we would like to go and showed us a catalog of various destinations. He asked if we had children/grandchildren and that we could leave it to them. He stated that this was an excellent investment and would save us money for vacations and would not have any trouble scheduling our vacations. He used various trips as examples. Based on our answers, he gave us a price for a 1BR and 2BR. The benefits of the 2BR he claimed, that we would be able to use one side of the 2BR and rent out the other side since there was a connecting door that would allow us to use the rooms separately. After the comparison and almost 2 ½ -hours later, we were told the purchase price of $16,995, with $1,700 down and then we were taken to fill out the paperwork.

During check-in in May 2016 at Mystic Dunes in Florida, we were offered discount coupons for Disney/Universal Studios to Sit through a 90-minute presentation, which we accepted. The saleslady discussed the advantages of switching from our Deeded week to the Point system. We explained we did not want to convert and wanted to remain at our Deeded Week. She left the room and returned with her supervisor and he presented us two different options regarding the new Point system. Both options were Sampler packages of different prices and points. The Sampler would allow us to sample(experience) how the point system worked and see the benefits without totally revising our contract. It was strongly expressed to us the advantage of the Point system would give us more booking power/access which we felt we needed due to the non-availability of several destination request.

The offer that was deemed appropriate for us was the 6,900 points for $3,000. It was not told to us during the presentation that every time we booked a stay using the Sampler, We would have to sit through another presentation. At a required presentation at our May 2017 vacation in Daytona, we expressed our displeasure in our Timeshare and wanted to know what our options were, specifically if we could sell/give back the timeshare? I informed him that our current hotel room was not desirable (beside 1st floor trash room and main entrance) and asked the Hotel clerk for a room change, which we were not accommodated. Our salesman,

Rick stated that we would not receive "Prime" rooms or locations because we were still on/a part of the old plan and not the point system. We needed to let our Timeshare work for us. It could pay for itself and our maintenance fees. We were promised primary booking dates. This could happen by renting it out. He gave us different scenarios with him managing this for us as our personal advisor. This was a tempting; however, we did not accept the offer.

We have been pressured with overly long sales pitches, told that this would be an investment, and come to realize that Diamond Resorts and their sales people grossly over promise and underdeliver. We are requesting that you send us the appropriate forms to cancel our ownership, any further obligation and that the amount paid be refunded. Our contract number is 383144 and our member number is 1013777.

Sincerely,

Mark E. Lewis

Deborah A. Lewis

Mark & Deborah Lewis
5047 Huston Street
Chase City, VA 23924

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State of Florida
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Tallahassee, FL 32399-1050

32399-105099

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AR

Rita Pledger Lane

Warner Pledger

111 Capistrano Drive

Winston Salem, NC 27103

October 24, 2017

To Whom It May Concern:

We have sent a letter requesting cancellation of our contracts and membership with Diamond Resorts International and received little response. The response we did receive was not favorable. I have attached the correspondence between us so you may see the reasoning behind our request. We feel there may have been some deceptive trade practices done to coerce us into purchasing with Diamond. We are asking your agency to help us in cancelling our membership. We have stopped all payments as we have made it very clear we'd like a resolution in this matter.

We hope that with your help, we'll be able to come to a favorable solution.

Cordially,

Rita Pledger Lane

To Whom It May Concern

My name is Rita Lane and I would like to terminate my membership number 561600140092 with Diamond Resorts International. I feel there was misrepresentation when I was approached to sign up with your company. I was misled in believing that the opportunity offered to me would be in my best interest. It has become an unaffordable luxury I cannot continue to enjoy. I have become disenchanted with using the properties you offer. I feel there might have been some deceptive trade practices done.

Sincerely,

Rita Lane

AT&T Mail att.net Mobile DIRECTV U-verse att.com En Español

All Rita, search your mailbox Search Mail Search Web Home Rita

Compose Archive Move Delete Spam More

Inbox (1)
Drafts (2)
Sent
Archive
Spam (26)
Trash (4)
Smart Views
Important
Unread
Starred
People
Social
Shopping
Travel
Finance
Folders (14)
aarp
aetna
ana (13)
avg
credit free
diamond resorts
legal match
lifescript (1)
loan
paytel
phone
picture
spring leaf loan
summit
Unwanted
Recent

Pledger | Acct 56-1600140092

Knapp, Shelbey <Shelbey.Knapp@diamondresorts.com> Today at 5:44 PM
To LANERITA@BELLSOUTH.NET

Dear Rita and Warner Pledger,

We are in receipt of your letter regarding your request for a cancelation of your account. Our account records indicate that your most recent purchase was for 12500 points in the US Collection on December 8th, 2015.

We regret to hear of your dissatisfaction regarding your account. The letter that you wrote us did not provide sufficient information to address your claims and we would not be able to approve your request for a cancelation. If you would like to provide additional information, we would be happy to review your request at a later time.

We appreciate your time and patience.

Respectfully yours,

Shelbey Knapp | Hospitality Management Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext 21144 | Fax: 702.240.2576

Vacations for Life® | **Stay Vacationed.™**
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Reply Reply to All Forward More

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Send

Lisa

1-877-374-2582

Rita Pledger Lane

Warner Pledger

111 Capistrano Drive

Winston Salem, NC 27103

RE: 16901718, 17111638, & 17266234 August 10, 2017

Dear Diamond:

Sirs,

We are writing in regards to our ownership. We have a contract that we upgraded to in 2008 and 2013. Previously we obtained our ownership and were Silver members but we were told we couldn't use it unless we upgraded to Diamond due to the lack of points we needed to use the ownership. When we tried to use the timeshare we couldn't. When we tried to book a room after becoming Diamond members we were told there was nothing available.

The reps, Jerry Hill and Eric Rivera both never mentioned the increases in maintenance fees or that they would be almost as much as the monthly payments. They told us we were grandfathered into the point system and that the sell-out had changed the system to points. The sell-out happened in 2011 and we received an email from Steven Cloobeck about it. I wrote a letter earlier this year and sent it to Diamond. A Shelbey Knapp sent a reply that we did not provide enough details.

The details are that we are not interested in remaining owners with Diamond. We demand that the upgrades be terminated and the first timeshare be terminated as well. We demand our money be returned as well for the mortgage and maintenance fees for the upgrade. The reps were not truthful with us and made us think this was a good investment but it isn't. We have only used the ownership a handful of times and most of those times was before Diamond was involved. Now that Diamond is involved there is never anything available and the fees only increase every year.

Regards,

Rita Pledger Lane

Adria,

You state that "In every interaction you have with us the continued service will always remain to provide all Members, Owners and Guests with a memorable vacation experience... HOWEVER, Diamond CANNOT provide me the dates, locations, and experiences I was told I could have. FURTHERMORE, you state "Failure to use the Vacation Ownership Points will not relieve you from your obligation to the Association" which again leads me to my point that I have not used the points because Diamond cannot provide the dates, locations, and experiences that I was promised I could have. Diamond has breached its contract. Diamond has failed to uphold its obligations. And in light of this Diamond expects ME to pay for and be obligated to Diamond regardless of NOT being able to use what I have already paid for, MANY TIMES OVER! Please explain how this makes sense.

Best Regards, **********

On Fri, Sep 8, 2017 at 9:08 AM, Rita Lane <lanerita@bellsouth.net> wrote: On Thursday, September 7, 2017 1:45 PM, "Brown, Adria" <Adria.Brown@diamondresorts.com> wrote:

Good Morning,
Please note that the purchase made December 08, 2015 for 12,500 points did alleviate the obligation of having to pay for the Mystic Dunes maintenance fees also. In essence, you are paying for less since you only have points now. Respectfully, we must remain firm with the contractual agreement as there was no infraction. We hope this correspondence provides you with the clarification you are seeking. In every interaction you have with us the continued service will always remain to provide all Members, Owners and Guests with a memorable vacation experience so that you may continue to Stay Vacationed. ™ Failure to use the Vacation Ownership Points will not relieve you from your obligation to the Association. As such, you are obligated to pay the dues each year. Failure to pay the Loan may result in an increased rate of finance charges to the maximum lawful rate under applicable law, as noted in the Truth In Lending Disclosure. Refusal to pay the fees assessed with this agreement will result in Default. Per the Fair Debt Collection Policy Act Diamond Resort International® must report accurate information to your Credit Bureau.

Adria Brown | Senior Hospitality Management Specialist | Diamond Resorts International® | Tel: 702-473-7645 ext.77913 Vacations for Life® | Stay Vacationed.®

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Office of Attorney General – Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099

CS timeshare
AR

October 25, 2017

Dear Sirs/Madam:

I am requesting your agency assist in my dispute and cancellation with Diamond Resorts. I have attached correspondence showing the back and forth between myself and their representatives. I have asked for my contract and membership to be cancelled due to the many untruths and empty promises and I have gotten nowhere. It seems they do not want to address my concerns or even the main issue at hand. At this point, I just want out. If they can't keep their word, or help me to fix the issue, I no longer want to be a part of this crooked organization.

Please contact me if you need anything else from me.

Thank you,

Vivian Ruggles
27001 N. Pine Island Rd., Apt. 105
Sunrise, FL 33322
vrugglesfj@gmail.com

June 30 2017

Diamond Resorts
10600 W Charleston Blvd
Las Vegas, NV 89135

Dear Sirs,

In 2013 I attended a meeting at a resort in Branson, MO and purchased a sampler package that I was happy with and used. In 2015 I attended a 60 minute presentation that involved three agents and two hours of my time. I wanted to purchase my father in law's timeshare that once I made the purchase of 7500 points, was to be added to my account. I went back to Mystic Dunes a few weeks later and took the papers for my father in law's contract. There were several people involved during this meeting as well and I had to obtain Silver status to have my father in law's timeshare added to my account, meaning another 5000 points. In October 2015 I went to a dinner for Diamond Holders in which it was another sales pitch. This time they told me I needed Gold status and somehow played with the financing enough to qualify me to purchase. This was another 10,000 points.

I attended another two meetings during trips taken and the reps used the same verbage to try to induce more purchases. Even though I explained many times that I did not want to purchase, that I could not afford to purchase and that I did not wish to have more fees incurred, they pushed and at one meeting made me so angry I walked out. They advised me to abandon my Welk ownership and accept a hardship and refinance with Diamond to make my payments lower. This was ridiculous! I was told that upon my death my heir would be able to take this ownership at no cost to them. At this point and time, I have yet to obtain my father in law's timeshare as I intended and so I cannot believe that anything I have been told is true.

I feel stuck and somewhat perturbed as I was misled by Diamond. These update meetings your company asks people to attend are a farce and last for hours with the sole intent of making a sale rather than informing owners of new resorts etc.

I will not be continuing with your company and further more demand a full refund of my money totaling almost $72,000.00 and that my contracts be cancelled on the basis of misrepresentation and fraud. I am tired of the lies and deception your company so arrogantly displays. I will be awaiting your response and want an investigation launched within your company as I have read online that there are many claims against Diamond at this time as well as lawsuits found favorably for the consumers.

Sincerely,

Vivian Viann Ruggles
2701 N Pine Island Rd Apt. 105
Sunrise, FL 33322
vrugglessfj@gmail.com

From: Vivian Ruggles [vrugglessfj@gmail.com]
Sent: Tuesday, February 10, 2015 3:34 PM
To: Cedillo, Priscila
Subject: Vivian V. Ruggles

I am enclosing all the documents I received in 2011 from my Sister-In-Law to try to get the Branson property transferred from my husband's parents to my husband and my names. I am also enclosing a copy of his death certificate as he since passed away in 2013.

Parents: John F. Ruggles, Jr. and Mildred Ruggles

Parents Executor: Marlona Ice (Daughter)

My Husband: John F. Ruggles, III

As was determined, I have paid the maintenance for this property for at least 4 years. To my knowledge this is all you need to do the transfer.

Please let me know if you require any further info.

--

Viv
954-579-9510

Please consider the environment before printing
CONFIDENTIALITY NOTICE: This email transmission, including any attached files, may contain confidential information and is

To: Cedillo, Priscila
Subject: Re: Vivian V. Ruggles

5

2/20-2/22 please. Do you require a credit card for the $49?

Sent from my iPhone

On Feb 11, 2015, at 9:56 AM, "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com> wrote:

> Hi Mrs. Vivian..Absolutely just tell me the dates and I will help you with the booking.

4

From: Vivian Ruggles [mailto:vrugglessfj@gmail.com]
Sent: Tuesday, February 10, 2015 10:37 PM
To: Cedillo, Priscila
Subject: Re: Vivian V. Ruggles

3

Thanks. You wanted me to do orientation. I would like the 2 nite 3 day pkg for 2/20 - 2/22. Is that possible?

Sent from my iPhone

On Feb 10, 2015, at 4:12 PM, "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com> wrote:

> thank you Mrs. Vivian..i will turn this in into the Contracts Department and i will keep you post it.
>
> thank you

2

Priscila Cedillo | Quality Assurance Officer | Mystic Dunes Resort | Diamond Resorts International® |
Tel: 407.226.9658 |
Fax:407.787.5654 |

Vacations for Life® |
Stay Vacationed.™

On Feb 17, 2015, at 12:26 PM, "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com> wrote:

> Mrs. Vivian please contact the 1-888-249-8832 and let them book it for you. Once you have the dates they will be more than happy to assist you with that.
>
> I hope that helps.

From: Vivian Ruggles [mailto:vrugglessfj@gmail.com]
Sent: Tuesday, February 17, 2015 11:48 AM
To: Cedillo, Priscila
Subject: Re: Vivian V. Ruggles

No

Sent from my iPhone

On Feb 17, 2015, at 11:18 AM, "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com> wrote:

> Good morning Mrs. Vivian, do you have a confirmation number already?

From: Vivian Ruggles [mailto:vrugglessfj@gmail.com]
Sent: Tuesday, February 17, 2015 11:08 AM
To: Cedillo, Priscila
Subject: Re: Vivian V. Ruggles

Am I set for this weekend orientation? Mystic dune or the other one in Orlando.

Sent from my iPhone

On Feb 12, 2015, at 11:00 AM, "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com> wrote:

> Good morning Mrs. Vivian, which location do you want to go to?
>
> Please let me know.

From: Vivian Ruggles [mailto:vrugglessfj@gmail.com]
Sent: Thursday, February 12, 2015 10:57 AM

Fwd: Vivian V. Ruggles

1 message

Vivian Ruggles <vrugglessfj@gmail.com> Wed, Jul 26, 2017 at 10:10 AM

Correspondence between me and an agent of diamond resorts.

Sent from my iPhone

Begin forwarded message:

From: "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com>
Date: February 18, 2015 at 1:52:15 PM EST
To: 'Vivian Ruggles' <vrugglessfj@gmail.com>
Subject: RE: Vivian V. Ruggles

14

Anytime! ☺

From: Vivian Ruggles [mailto:vrugglessfj@gmail.com]
Sent: Wednesday, February 18, 2015 11:48 AM
To: Cedillo, Priscila
Subject: Re: Vivian V. Ruggles

13

Thanks for all your help!!

Sent from my iPhone

On Feb 18, 2015, at 9:21 AM, "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com> wrote:

Hello, you don't need any number..you already paid the $49 , therefore you just need to call and book it!

12

Let me know if I can help.

From: Vivian Ruggles [mailto:vrugglessfj@gmail.com]
Sent: Tuesday, February 17, 2015 5:30 PM
To: Cedillo, Priscila
Subject: Re: Vivian V. Ruggles

11

I will but is there a code or number to signify the orientation pkg so I don't use my points?

Sent from my iPhone

From: Vivian Ruggles [mailto:vrugglessfj@gmail.com]
Sent: Thursday, March 26, 2015 3:36 PM
To: Cedillo, Priscila
Subject: Fwd: Vivian V Ruggles - Quit Claim Deed for Branson MO property

17

Please acknowledge receipt of this.

Sent from my iPhone

Begin forwarded message:

> **From:** Vivian Ruggles <vrugglessfj@gmail.com>
> **Date:** March 18, 2015 at 2:24:50 PM EDT
> **To:** Priscila Cedillo <Priscila.Cedillo@diamondresorts.com>
> **Subject: Fwd: Vivian V Ruggles - Quit Claim Deed for Branson MO property**
>
> 16
>
> Hi. Just checking on this. I only had until 4/1 to resolve this. Ami I good?
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** Vivian Ruggles <vrugglessfj@gmail.com>
> > **Date:** March 12, 2015 at 2:50:45 PM EDT
> > **To:** "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com>
> > 15
> > **Subject: Vivian V Ruggles - Quit Claim Deed for Branson MO property**
> >
> > Attached is the recorded Deed. Please advise any further action required on my part and when Diamond recognizes me as owner.
> >
> > Thanks for all your help.

--

Viv
954-579-9510

Fwd: Vivian V Ruggles - Quit Claim Deed for Branson MO property

1 message

Vivian Ruggles <vrugglessfj@gmail.com> Wed, Jul 26, 2017 at 10:11 AM

A later email to the same agent.

Sent from my iPhone

Begin forwarded message:

> **From:** Vivian Ruggles <vrugglessfj@gmail.com>
> **Date:** June 11, 2015 at 7:53:53 AM EDT
> **To:** "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com>
> **Subject: Re: Vivian V Ruggles - Quit Claim Deed for Branson MO property**
>
> 21
>
> Hi. I've heard nothing. Can I have a ph# and contact name please?
>
> Sent from my iPhone
>
> On Apr 30, 2015, at 10:01 AM, Cedillo, Priscila <Priscila.Cedillo@diamondresorts.com> wrote:
>
> 20
>
> > Hello Mrs. Vivian, as far as I know Corporate is taking care of this already..yayyy!!
> >
> > Thanks
>
> ---
>
> **From:** Vivian Ruggles [mailto:vrugglessfj@gmail.com]
> **Sent:** Wednesday, April 29, 2015 3:28 PM
> **To:** Cedillo, Priscila
> **Subject:** Re: Vivian V Ruggles - Quit Claim Deed for Branson MO property
>
> 19
>
> Please ask someone to get this into my name and into points. Let me know if I need to do something else.
>
> Sent from my iPhone
>
> On Mar 29, 2015, at 9:44 AM, "Cedillo, Priscila" <Priscila.Cedillo@diamondresorts.com> wrote:
>
> > Good morning Mrs. Vivian, I already submitted this paper work last week, I will keep you post it.
> >
> > Thank you
>
> 18

From: "Levine, Jessica" <Jessica.Levine@diamondresorts.com>
Date: July 25, 2017 at 3:47:27 PM EDT
To: "'vrugglessfj@gmail.com'" <vrugglessfj@gmail.com>
Subject: Regarding your letter dated June 30, 2017

Dear Mrs. Ruggles:

We thank you for contacting Diamond Resorts International® (Diamond). This email is in response to your letter dated June 30, 2017. AS we are unable to reach you by phone, we are replying via email. First and foremost, we regret to hear that you wish to cancel your Membership. We have reviewed your contracts and we do not show where we advised that your father's account would be transferred and placed into your account. In addition, we have reviewed the notes and there is no indication that this was supposed to take place. Have you mentioned this prior to now? If so, who did you speak with directly? Please let us know. You would have to complete a transfer document for this to happen. As this is a family transfer, you would be able to add your father's contract into your account. We would just need to be certain that your father's account was paid in full, the maintenance fees up to date and any other verification processes. There is a $250.00 transfer fee, as well. In your letter, you mentioned that your heirs would inherit your ownership and this is true; however, there is paperwork that would need to be completed. Please let us know how we can be of assistance. We understand that the presentation can be lengthy and there is an immense amount of information provided; however, we cannot cancel based on the information you have provided, as we do not have any documentation that this was to take place. If you can provide us with documentation, we will review this further for you. In the contract, there is a document that asks why you purchased the contract today and you did not mention the transfer of your father's account as a reason for the purchase. Your reasons for purchasing on the most recent contract was to visit Australia, Cruise, nice accommodations, worldwide and helpful. Please understand that you are not obligated to make a purchase. This was solely your decision, as you are able to leave at any time. Diamond does not wish to place our members in a financial situation that would hinder them. We would not be aware of any circumstances that would stop you from being able to afford this, unless you decided not to purchase. We were unable to reach you by either numbers on your account, as the voicemails are both full. If you would like to provide any additional information, you can simply respond to this email, or contact me at 1-702-473-7645 Ext. 77907 and I am happy to assist you further.

Respectfully,
Jessica Levine | Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. 77907 | Fax: 702-240-2576

August 3, 2017

Diamond Resorts
10600 W Charleston Blvd
Las Vegas, NV 89135

Dear Jessica Levine,

In 2013 I attended a meeting at a resort in Branson, MO and purchased a sampler package that I was happy with and used. In 2015 I attended a 60 minute presentation that involved three agents and two hours of my time. I wanted to purchase my father in law's timeshare that once I made the purchase of 7500 points, was to be added to my account. I went back to Mystic Dunes a few weeks later and took the papers for my father in law's contract. There were several people involved during this meeting as well and I had to obtain Silver status to have my father in law's timeshare added to my account, meaning another 5000 points. In October 2015 I went to a dinner for Diamond Holders in which it was another sales pitch. This time they told me I needed Gold status and somehow played with the financing enough to qualify me to purchase. This was another 10,000 points.

I attended another two meetings during trips taken and the reps used the same verbage to try to induce more purchases. Even though I explained many times that I did not want to purchase, that I could not afford to purchase and that the I did not wish to have more fees incurred, they pushed and at one meeting made me so angry I walked out. They advised me to abandon my Welk ownership and accept a hardship and refinance with Diamond to make my payments lower. This was ridiculous! I was told that upon my death my heir would be able to take this ownership at no cost to them. At this point and time, I have yet to obtain my father in law's timeshare as I intended and so I cannot believe that anything I have been told is true.

I feel stuck and somewhat perturbed as I was misled by Diamond. These update meetings your company asks people to attend are a farce and last for hours with the sole intent of making a sale rather than informing owners of new resorts etc. In your response that I received on July 25th, you state you have tried to reach me by phone. I do not wish to be contacted by phone as I already am receiving an excess of calls from Diamond as it is demanding payment.

You further state that you do not show where the accounts would be transferred to one account. Please refer to the notes that should be on and in your files as all of this was discussed and was made very clear as already indicated above. Furthermore, you indicate it was my father, which obviously you misread as it was my father-in-law. As you also misread or didn't read at all, I did indicate this at consecutive meetings and brought the papers to Diamond. Furthermore, you want me to pay additional fees to transfer the accounts? What part of the letter I already sent did you read? I have already paid for this to happen and it didn't. You indicate that the reasons above are not enough to offer a cancellation. Please do inform me of what justifies a cancellation. Had I recorded the conversations myself or taken a video of what I have already endured I wouldn't be corresponding with you.

August 3, 2017

I will not be continuing with your company and further more demand a full refund of my money totaling almost $72,000.00 and that my contracts be cancelled on the basis of misrepresentation and fraud. I am tired of the lies and deception your company so arrogantly displays. I will be awaiting your response and want an investigation launched within your company as I have read online that there are many claims against Diamond at this time as well as lawsuits found favorably for the consumers.

Sincerely,

Vivian Viann Ruggles
2701 N Pine Island Rd Apt. 105
Sunrise, FL 33322
vrugglessfj@gmail.com

October 6, 2017

Attn: Hospitality

Diamond Resorts International

Since my last conversation with Owner Care back on September 4, I have received no other communications from your offices concerning further termination.

As I stated in my letters and emails, I request immediate cancellation of my contracts. I have not changed my position. I expect confirmation ASAP.

Regards,

Vivian Ruggles

From: "Elliot, Russell" <Russell.Elliot@diamondresorts.com>
Date: October 19, 2017 at 7:56:31 AM EDT
To: "vrugglessfj@gmail.com" <vrugglessfj@gmail.com>
Subject: Diamond Resorts International - Ruggles - 9-180578480 - (CID:9dtldtxf0kzrs1z8jg)

Dear mrs Ruggles,

I am writing in relation to your recent contact with Diamond Resorts International in which you again request the surrender of your account on the grounds that it was misrepresented at point of sale. I would refer you to previous communication with my Colleague Jessica Levine who has addressed the issues raised and advised that we would not be able to cancel your account on the grounds presented. I would also highlight that subsequently you have only reiterated your request and not provided any further reasoning for this cancellation request. In light of this our position on the matter remains the same and we consider this matter closed.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

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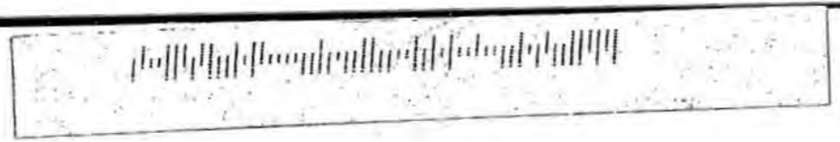

Office of Attorney General – Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

CS/timeshare
AR

Edward McGrath

20964 State Highway 28

Delhi, New York 13753

November 20, 2017

Office of Attorney General

State of Florida

The Capital PL-01

Tallahassee Fl 32399-1050

Dear Sirs:

Please find enclose my letter to cancel a time share deal that was beyond misleading and just full of lies.

I can see on this business gets the black eye it has; they are very dishonest and just wanted to copy you to see what can of business is operating in your state.

It seems under Fl. Law I do have a right to cancel.

Thank you.

Edward McGrath

Edward McGrath

20964 State Highway 28

Delhi, New York 13753

November 20, 2017

Diamond International

The sampler Department

10600 West Charleston Boulevard

Las Vegas, NV 89135

To Whom It May Concern:

This is to inform you of my cancellation of Plan# 17816763S.

This whole process was based on lies and dishonesty. During the presentation Joshua was not pressing a hard sell at all; at the end I said we were in the area because I will be retiring and we were looking for a home and didn't wish to commit funds to anything until we found a home. At this point another guy comes over and the price is reduced and the package explained, I still was not interested. Finally, at this time Charlie comes over and says I can give you an opportunity to try us out for 24 months for $936.00 or $39.00 per month. I said this sounded too good to be true and was told no this was something he could do to let us try it out and if we liked we could buy at the end of the 24 months. I again said this sounded too good to be true but for that price we would give it a try. At this point in time Charlie comes back with a credit card application I asked why that was needed because I didn't need another credit card nor did I want anything to impact my credit score. I was told that this was the only way to get the deal done. So, after all this Charlie comes back with all kinds of paperwork and says sign here and here and here reads some of the stuff to me and then gives me copies in an envelope

I had appointments all afternoon with real estate folks so didn't get an opportunity until later that night to read everything. Upon doing so I find out that I signed for $3,995.00.

I truly don't know how Diamond can stay in business conducting itself in an environment of lies and having staff present dishonest information.

This is way I'm copying the Florida State Attorney General on this letter.

So, again, I'm writing you to inform you of my cancellation of Plan# 17816763S which I have included a copy of the cover sheet along with the receipt of the credit card for $3,995.00. I also do not need your Diamond Resorts MasterCard!

Sincerely yours,

Edward McGrath

CC: Office of the Attorney General State of Florida

Welcome, **Kathy Fugate** (Acct #6348) | **Log Out**

Draft

Merchants **Diamond Resorts Sampler GBR**

SALES DRAFT

Diamond Resorts Sampler GBR
8317 Lake Bryan Beach BL
Orlando, FL 32821
(877)374-2582

Wed Nov 15, 12:08P 2017

Invoice	0000020638
Card Type	MasterCard
Card Number	[redacted]
Merchant ID	109355

Amount	$3,995.00

Approved 05629Z

I agree that the amount above is correct and to comply with my cardholder agreement...

Edward J McGrath

67.78.177.50
Wed Nov 15, 2017 12:08 PM

THE SAMPLER[SM] MEMBERSHIP AGREEMENT

Date: November 15th, 2017 Plan #: **17816763S**

Name: **Edward Joseph McGrath** Phone: **607-746-6386**
Name:
Address: **20964 State Highway 28, Delhi, New York 13753** Email: **mcgral526@yahoo.com**

This Membership Agreement (the "**Agreement**") is between **EDWARD JOSEPH MCGRATH** ("**You**") and Diamond Resorts U.S. Collection Development, LLC, ("**Diamond**"). Diamond agrees to sell and You agree to purchase a "**Membership**" in THE Sampler. The references to "**I**", "**You**", or "**We**" below include all Purchasers named above.

Number of points purchased: **20000 ("Sampler Points").**

PURCHASE TERMS:

Purchase Price:	**$3,995.00**	First Payment Due Date:	**January 1st, 2018**
Down Payment:	**$3,995.00**	Amount of Each Payment:	**$0.00**
Amount Paid:	**$3,995.00**	**Last Payment Due Date:**	**December 1st, 2017**
Amount Due:	**$0.00 ; $0.00**	Number of Payments:	**0**
Additional Down Payment:	**$0.00**	Method of Monthly Payment:	❑ **SurePay (Credit or Debit Card)**
Balance Due:	**$0.00 - Method of Payment: ❑ All Cash ❑ Financed**		

A late fee of 10% of the payment due will be charged for all payments received 11 or more days after the scheduled payment date.

Diamond agrees to finance the Balance Due (if any) as disclosed above in which there will be a finance charge and a monthly collection fee of Zero dollars ($0.00) on the financed amount, which are disclosed on the Truth-in-Lending Disclosure Statement executed simultaneously herewith and incorporated herein by this reference. Seller agrees to grant the option to cashout THE Sampler purchase with 0% interest if paid in full by December 15,2017.

AUTOMATIC PAYMENT PLAN: By completing this section, Purchaser authorizes all payments specified above to be automatically charged to:
Credit Card #: _____ **Expiration Date:** _____ **Type of Card:** _____

Name as it Appears on Card: _____ **Signature of Card Holder:** _____

TERMS AND CONDITIONS

1. Destinations. You may become a Member by purchasing **"Sampler Points,"** which allows You to reserve accommodations in any of the following **"Sampler Destinations"** on a space available basis:

Los Abrigados Resort (Sedona, AZ)
Scottsdale Links Resort (Scottsdale, AZ)
Scottsdale Villa Mirage (Scottsdale, AZ)
Sedona Summit (Sedona, AZ)
The Ridge on Sedona Golf Resort (Sedona, AZ)
Lake Tahoe Vacation Resort (S. Lake Tahoe, CA)
Tahoe Seasons Resort (South Lake Tahoe, CA)
Palm Canyon Resort & Spa (Palm Springs, CA)
Desert Isle of Palm Springs (Palm Springs, CA)
Riviera Oaks Resort (Ramona, CA)
Riviera Beach Resort (Capistrano, CA)
Mystic Dunes Resort (Celebration, FL)
Polynesian Isles (Kissimmee, FL)
The Cove (Ormond Beach, FL)
Daytona Beach Regency (Daytona, FL)
Grand Beach Resort (Orlando, FL)
Grande Villas Resort (Orlando, FL)
Washington Park Hotel (South Beach, FL)*
Stiles Hotel (Miami, FL)*
El Paseo Hotel (Miami Beach, FL)*
Aqua Kauai Beach Resort (Kauai, HI)*
Royal Kona Resort (Big Island, HI)*
The Suites at Fall Creek (Branson, MO)
Beachwoods Resort (Kitty Hawk, NC)
Fairway Forest (Sapphire Valley, NC)
Cancun Resort (Las Vegas, NV)
Desert Paradise Resort (Las Vegas, NV)
Polo Towers (Las Vegas, NV)
Olde Gatlinburg Place (Gatlinburg, TN)
Oak Square (Gatlinburg, TN)
Historic Powhatan Resort (Williamsburg, VA)
Greensprings Vacation Resort (Williamsburg, VA)
Courtyard by Marriott (VA Beach, VA)*
Hyatt Place Los Cabos (México)*

***Basic Hotel Room Availability Only – Not a Resort Unit** ****Garden View Studio Availabili**

Sampler Points can only be used for accommodations at participating Sampler destinations. Listed abo Destinations currently participating in the Sampler Program. Sampler Destinations are subject to cl without notice. Any government-imposed taxes, costs of travel, and other personal and incidental e responsibility.

Edward McGrath
20964 State Highway 28
Delhi, New York
13753

Office of Attorney General
State of Florida
The Capital PL-01
Tallahassee, Fl.
32399-1050

CS/Timeshare
AR

411 Walnut St. #4575
Green Cove Springs FL 32043
Phone 520-784-8460
Vacation Address
1133 Schooner Lane
Moore Haven FL 33471

The Honorable
Pam Bondi
Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

Dear Madam Attorney General:

I have had a continual problem with Diamond Resorts International Diamond Resorts Holdings LLC.3865 W. Cheyenne Ave. North Las Vegas NV 89032, for over a year now. There has been considerable difference between what was represented and what was reality. Even after E-Mail complaints and written complaints were registered with the company, marketing representatives continued to call and send text messages. Whenever we book a stay we are literally cohered into attending a sales presentation misrepresented as "Owner Updates" and are treated rudely if we decline. We were given what was referred to as reward stays and were told there was no requirements to use them. However when we scheduled one the reservation representative misrepresented the addition of a day added due to a special sale. It was in fact an extra day for promotions that required attendance in a sales presentation. The sales representative was extremely rude and belittling when we declined purchase. We could not leave until another agent got us "checked out" or we would have to pay for the extra "free" night. That agent also gave us another sales presentation. Each time we were told the presentations would be 45 minutes, however, one time we were in the meeting for 5 hours.
I have enclosed a separate list of the things that were misrepresented to us in order to sell the time share. However the one that bothers us the most is that the time share was represented as "Real Estate" and would be legally equal to any other Real Estate. When we attempted to sell or refinance we learned that no bank or credit union will consider a time share as Real Estate.
Thank you for your attention and any assistance you may be able to offer.

Sincerely

Charles H. Smith

Charles H. Smith
411 Walnut St. #4575
Green Cove Springs FL 32043
Phone 520-784-8460
Vacation Address
1133 Schooner Lane
Moore Haven FL 33471

Diamond Resorts Holdings LLC.
3865 W. Cheyenne Ave.
North Las Vegas NV 89032
Phone 702-804-8600

Dear Stephen J. Cloobeck CEO:

Even after my letter (see copy) we continually get harassed to attend sales meetings.
Every time we book a stay or redeem our rewards stays we get phone calls and text messages as well as intimating responses at the resort itself.
We have written a number of times only to have the SALES department call and attempt to sell us more points. This is beyond unacceptable. We have now started to consider legal action.
Every time we have been called, we had to agree to the call being recorded so perhaps you and your staff should review them.
Partial list of calls to me. November 20 –November 21—Text message 10/23/17 Plus every time we have booked a stay.

Frustrated

Charles H. Smith

Charles H. Smith
411 Walnut Street Box 3575
Green Cove Springs FL 32043
Phone 520-784-8460

Diamond Resorts Corporate Office and Headquarters
10600 W. Charleston Blvd.
Las Vegas NV 89135
Attn. Legal Dept.

cc/Attorney General

Lies we were told by sales representatives.

September 2015, Daytona Sales was the first.
Literally after over 5 hours of pressure by one of the sales staff we agreed to purchase a sampler package. This was the first in a line of misrepresentations.
We were told that Diamond would finance the purchase. I told the representative I did not want another credit card. He told me we would not get a credit card. About 2 weeks after we arrived back home we received a Diamond Credit Card with the purchase of the introductory package. At the same time it was explained to us that the points we received were restricted to limited resorts and good for only 18 months, however, if at a later date we decided to purchase standard points the introductory points would be converted and would be used just like standard points.
May 25,2016, During a trip to Mystic Dunes we were given what was a special deal to purchase 2500 points which would not only save the unused introductory points but allow us to postpone using the points until the following year. We agreed to this but during that year I had major surgery and was unable to travel during recovery. However when we attempted to book a trip we found that the points had not been forwarded to the following year but were about to expire counter to what we were told. After a lot of hassle we contacted Diamond Hospitality Management.
Again when we booked a trip to Mystic Dunes and was dragged into a mandatory sales meeting, in August 18 2016 we were considering using our points toward a cruise with Norwegian Cruise Line as during the May meeting we were told that Diamond was partnered with them, however the representative told us it was not possible to do so. The sales representative offered a discounted purchase of 6000 points, and as an incentive offered a Dream Holiday however, failed to explain that we had to wait until $2500 was paid into the system and then we had a window of only 3 month's so we went in April. Not the best time for us.
January 23, 2017 Dawn had extensive medical procedures in St. Petersburg so we decided to stay at Mystic Dunes to cut travel time and was "offered a Luau" which turned out to be a Membership Meeting. .
February 27, 2017, when we booked a trip to Beachwoods Resort at Kitty Hawk North Carolina again we told the desk clerk we did not want to go to a sales meeting. However, we were told it was not a sales meeting but that they wanted an evaluation of their approach. That was an outright prevarication and worse yet the sales representative attempted to have us buy now, and then get our contract refinanced by our bank or credit union when I told him that we did not have the monthly income for the purchase. When we got home we contacted both of our credit unions and a few banks and learned they would not finance the timeshare unless we put a home up for collateral. Had we done what he suggested we would have been stuck with payments that we would not have been able to pay.

When we were able to book the Cruise in April 8, 2017 we were led to believe using our points would provide an all-inclusive cruise with Norwegian Cruise Line. After we were onboard without any prior warning and quite by accident when we were adding money to our shipboard account we were assessed $26 per day for gratuity for a total of $182.
Every time we book a so called hassle free vacation we are dragged into a sales meeting and pressured into buying more points.
However the biggest prevarication to date is in the beginning we were told that our timeshare is just like real property and we would be able to sell it at some future date if we so chose. We recently lost $570 in monthly income and was exploring that option only to find that the only option is if we were willing to give it away. The interest rate is quite high and no other lending institution will touch the loan so to date we have paid over $5,000 with about $1,000 applied to the principle.
When we booked for our complementary Diamond Relaxation Reward the phone representative Tiani Walls kept coaching us to misrepresent our yearly income and required us to attend yet another sales meeting.
How do we finally get this to stop?
Sincerely

Charles H. Smith

Charles H. Smith
411 Walnut St #3575
Green Cove Spriongs FL 32043

WEST PALM BCH FL 334

21 DEC 2017 PM 4 L

The Honorable
Pam Bondi
Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099

cs/Timeshare
AR

1/5/18

To Whom It May Concern,

We, Pamela & Kevin Delehanty are reaching out to your agencies regarding our current dispute with Diamond Resorts. We have been disputing our case with Diamond since December 7th, 2017 and have had no response from them. We know that typically their offices take about 30 days to respond and that we just had two major Holidays that may have delayed their response, however we would like to settle this matter as soon as is possible. We have sent a formal letter of complaint that outlines our issues and desire to cancel our ownership with them(We have included a copy of this letter). Our account is considered paid in full and we are simply wanting to do the right thing, by surrendering our ownership and contract(s) with them. Based on the grounds that this ownership was not as advertised to us at the point of sale and that we have been harassed by them almost every step of the way with this ownership. Any assistance your agency can offer will be of great help. Our contact information is below, should you need to reach out to us with advice and or further questions.

Sincerely,

Pamela A. & Kevin M. Delehanty

Diamond Resorts International
P.O. Box 8526
Coral Springs, FL 33075

Pamela A. & Kevin M. Delehanty
2719 Liberty Hall Court,
Waxhaw, NC 28173

To Whom It May Concern,

We are Pamela and Kevin Delehanty this letter is to act as our formal complaint regarding our Diamond Resort International membership. In this letter we have included a summary of how we came to purchase Timeshare and about our experiences with Diamond and their salespeople.

In September of 2009 we had responded to an ad on eBay that included a 2009 banked week with Interval International. We won the auction for $1.00 and then proceeded faxing and emailing documents back and forth to DSP Consulting Services, LLC. The property address was listed as Liki Tiki Village, Unit 306C, Week 35. The Compliance Agreement was done through Title Outlet, Inc. 2710 Rew Circle, Suite 300, Ocoee, Florida 34761 (407) 877-9295; Fax (407) 877-9728. The Property Description: 2 Bedroom, 2 Bath, Fixed, Week, Every Year, Buyers Occupancy is for 2009 and is available to buyer via free 2009 Interval International banked week available to new owner. The Purchase and Closing Costs: Purchase Price: $1.00Closing Costs paid by-BUYER-$250.00, Transfer fee paid by-BUYER-$125.00, 2009 Maintenance Fee Due-$0, Total amount due including all costs to be sent to Title Outlet, Inc.: $376.00. Amounts paid by on in Behalf of Buyer: $385.00. Cash at Settlement from/to Buyer: Cash to buyer $9.00. We enjoyed using this timeshare beginning in April 2010, and thereafter. Then due to us looking into moving out of state we had banked 2012 and 2013, which we then used in June of 2014. We enjoyed paying about $700.00 for a vacation for 4 in a 2-bedroom, 2-bathroom Condo/Apt. It was a God send being with my husband and two boys and having a full kitchen to help with our family budget. It was a win, at least a win while it lasted. We really liked the whole timeshare idea. It was very easy to navigate back then.

To start from the beginning, we were first contacted via email by Susan Moratelli from Diamond Resorts on 6/15/2014, about our future arrival at the Cove at Ormond Beach. In the emails, she stated, that she was our family's personal concierge for our entire stay, etc. She then asked if we had any special requests, etc. I responded with my request to have rooms with an ocean view and that a welcome basket be placed in our friend's room. They were meeting us there, but were arriving the day before. Apparently, this email communication was pointless because we only got one room with an ocean view and no welcome basket was ever given to our friends. So, we ended up treating them for dinner instead!

Before heading to Daytona, we used one of our bank weeks for Bryan's Spanish Cove Resort in Orlando, Florida. The saleswomen at this resort tracked us down every morning and evening, wanting us to hear all the great stuff that was happening with our timeshare. We had

explained to her that we were looking forward to hearing about the great news, but had already purchased Disney Park Hopper Passes for 7 days, and we just didn't have the time to attend the meeting. We finally told her that we will certainly check it out when we would be at The Cove in Ormond Beach in Daytona the following week. When we arrived at The Cove at Ormond Beach in Daytona we had to wait in line to check in and were then approached by someone other than Susan. She asked us to join in a designated area for some punch and some afternoon snacks. At first, I was thinking that our room was not ready and that they were feeling bad that we had waited in line for some time to check in. Plus, there was several maintenance people working and making a lot of noise in and around the lobby area as well. We overheard others talking with her about all the new renovations that have been happening with all the Resorts and when she came back over to us, she said that she wanted to get us on the schedule to hear about all the exciting news with the resorts. Plus, we would be entitled to gift, a $100 gift card, just for attending the presentation! She claimed it would most definitely be worth our while. After spending a week in Disney, the $100.00 sounded good to us. We arrived at the newly remodeled Daytona Beach Regency at 9am on Monday, June 23rd, 2014 (which was so much nicer than the Cove) where we were escorted up to a presentation room full of gorgeous vacation photos and were offered coffee and breakfast items. Our two boys were then taken into a playroom across the hall, while we took a tour of a suite with a lock-out room. It was stunning. Decorated to the max. Nothing like the 70's and 80's decor we were used to in the other timeshare resorts we had been staying at the past few years. We then headed back to the high-pressure presentation room.

This is where things started to turn. We were seated at a small table and then greeted by Jason Abdela. Behind Mr. Abdela was a map on the wall, with thousands of colorful pins all over the different continent's. He first asked, "where would you love to go on vacation?" He also asked where we had been in the past. We told him about Tahiti, St. Lucia and The Atlantis in the Bahamas and that we would love to go back there. He then pointed to the Bahamas and said, that's one of our properties! (Which we later learned was a complete lie) He kept pointing at all the areas on the map, telling us that we could go to without having to try and reserve it on Interval International(II) and save on exchange fees. We were then advised that Diamond Resorts International had obtained our timeshare company with the Liki Tiki Resort back in January of 2013. And that selected owners had received a buy-in offer from Diamond at that time via email. He asked us if we remembered getting one and my husband and I didn't recall receiving such information. This was brand new information to us. We then told Mr. Abdela that we had only just learned that something was going on, while we had been in Orlando. He then told us that Diamond Resorts had obtained all the Island One and Club Navigo properties and will oversee it from now on. Mr. Abdela then called someone over to consider seeing if we could be offered the buy-in deal. This was making us believe that it was only for a very select few, or that only the VIP's were offered a buy-in. (We knew we were not VIP, living paycheck to paycheck). We were then given a brief story about the founder of Diamond Resorts, Steven Cloobeck. About how he buys small timeshare companies and completely remodels them. We were then asked if we had seen him on the show, Undercover Boss. At this point we were thinking that this was great! We had spent $1.00 plus closing cost (purchased through eBay) combined with an average of under $500.00 of annual maintenance, that we had hit the

jackpot! But, then we soon learned it was no jackpot. In order to continue enjoying our timeshare, we would have to sell them our week with the Liki Tiki and become members of Diamond Resorts. They explained that we would no longer have a fixed week, that they work on a points system and the lowest membership is the silver membership which is 15,000 points. They, then went on to explain how we didn't have to use all the points at once, we could do a weekend or two, plus a week's vacations, etc. They then continued to boast about having our own personal travel agent at our fingertips and that all we had to do was go on the website or give them a call to tell them what we were planning to do or needed, such as hotel, airline tickets, car rental, etc. and they will find it for us... etc.

This sounded great, since our boys are year-round swimmers and we must travel a lot. Finally, after getting a very lengthy explanation on how the point system worked vs. fixed, floating, bi-annually, etc. My husband and I were getting a bit anxious that we hadn't found out anything about the buy-in, knowing that we most likely couldn't afford the membership anyway. At this point, we had been there for well over 2 hours, and we were sure that our boys were probably wanting to head to the beach. Our sales representative finally advised us that the smallest membership was in and around $50,000.00. This was completely unbelievable, something that we had enjoyed once a year with our boys for about $700(which was about half of the going weekly rate at most of the properties), with Liki Tiki timeshare. But, then he stopped and said, that we are forgetting that they will be buying our current timeshare from us, etc. At one point a woman came over and said, that we were offered the buy in, but they can't seem to find the number that we were offered. She then handed me a plain piece of paper with their logo on top and asked that I write a letter to them so that she can fax it to corporate. I then proceeded to write the letter, I gave it to her. She returned saying she just faxed it and handed me back the letter with a stamped FAXED on it. She asked us to sit tight and offered us some coffee or water, while they waited to get a response. We proceeded to tell Mr. Abdela, that we are never going to be able to afford it, since we just purchased a home in North Carolina, and would be closing on it on June 29th. That we just borrowed the down payment from my mother and was only putting down 10%. We were taking on a pretty large mortgage and probably wouldn't even qualify even if they were to offer us financing. He then called over Ms. Miranda, who really brought her A game, with her high-pressure sales tactics, and then began pulling on heart strings about being forced to take family vacations, about our boys only being young for so long. And then telling us that down the road we could upgrade the membership, that the boys could use it and so on and so on. Well, they finally came back with an offer saying that they understood our situation but then asked us if we really wanted to lose out on this opportunity.

Our previous Timeshare was now basically obsolete and if we didn't take this offer we would have nothing. Then our representatives talked about how many timeshare companies had done away with weeks and had converted to points. This would allow us to use the points in many ways, etc. Mr. Abdela excused himself for a minute. We took this time to discuss the offer. Everything sounded great and all, but we just can't do it. Upon his return he claimed that he had to pull some strings to get us this offer and that they never do this. He told us that he completely understood that the smallest membership was a reach for us and that he had

worked out something so that we didn't lose our timeshare. At this point, we are all over drained of thought and energy. He had come up with us buying 9,000 points just so that we could keep vacationing, that they can deeply discount that with the release of our Liki Tiki week. We really didn't want to lose what we had come to love. (2 bedrooms, 2 bathrooms, living room, kitchen with a full-size refrigerator, stovetop, oven, microwave, toaster, blender, all the necessary utensils like forks, knives, corkscrew and bottle opener. Always more than one TV, and sometimes a screened in porch, patio or deck!) That sure beat any 4+ star hotel in my MOMMY BOOK. The thought of us having to spend our vacations in a regular hotel room, with all of us having to share a bathroom, bedroom and a TV for a week. After about 5 hours of this presentation we just had to figure out a way to not lose this! But it truly wasn't easy by far!!!!

After making this purchase into Diamond we have gone on to the website and called customer service since 2014, and could never find something available worth vacationing at. Especially since we have two school aged boys, who are both year-round swimmer and have limited time to take vacations. Back in 2014/2015 their website was difficult and confusing to navigate. Finally, we had opted to call their customer service to speak to a live representative and would wait on hold for sometimes up to a 1/2 hour. Sometimes we would even get disconnected once reaching someone and had to call back all over again. We would let the representative know what our availability was, and they would offer us places like Blue Ridge Village in Banner Elk, NC, Peppertree in NC or SC, Polynesian Isles FL, Cypress Point, FL to name a few. Many of these hotels on average are $150/$199 a night, so why if we were paying maintenance of over $2,500 a year, would we want to stay somewhere that we could reserve for a lot less. We had invested well over $32k in charges and fees to be a part of Diamond Resorts, so what was the point of this ownership? They would tell us about St. Maarten, that would cost us about $3600-$4000 in airfare and travel expenses for a family of four, just to get there. That's why we were excited to receive a call letting us know that they will be having a Diamond Dinner VIP Event in Charlotte North Carolina. We were informed that while we would be enjoying our dinner, a membership specialist will host a two-hour Owner Updated timeshare presentation during which we will have an opportunity to ask questions regarding our vacation ownership. That the specialist will also explain all the new and exciting things happening with DRI. For attending this meeting, we would receive a Diamond Relaxation Reward Certificate, for the following Diamond Dream Holiday destinations, Branson, Missouri, Las Vegas, NV, Lake Tahoe, California, Williamsburg Virginia, Scottsdale, Arizona, and Sedona, Arizona. We arrived on time, and were greeted, handed name tags and escorted to a table for just us, with one chair on the opposite side. We listened to the specialist for about 15 to 20 minutes, there was a slideshow presentation as well. She talked about points costing $8.28 each, and that the prices go up every 90 days. If anyone wanted to upgrade their membership today, they will be given an 18-month protection and would receive a free tablet loaded with all the material you will need to plan your vacations! They then opened the floor for questions and several of us asked many. But, they were very brief and told us that we will be able to ask these questions to our individual trained DRI vacation specialist that would be joining us at our tables.

From that point on it was a high-pressure sales pitch all the way. We stayed strong and voiced our many concerns about the amount of money we had already spent, that we had yet to find a property we would like to vacation at and that there was always little to no availability.

We explained that most of the places that are available were cheaper and all we had to go was go through Expedia, TripAdvisor, or any other free vacation website. We could also call the resort directly and book with our credit card. This representative really seemed new to the job, and kept going over to Matthew Brandt for answers and suggestions. Finally, he decided to just join us at our table. At this point we were telling him that we just didn't see the value in their membership. That we had booked a trip for spring break on our own. Then he excused himself and came back over with our file. He then said to us that he knew why we never saw anything worthwhile. We were so curious to hear what he had to say, and he went on to tell us the reason is that we were only a points member, that we weren't at a good enough level yet. He asked why we only had 9000 points. So, we explained our situation from 2014 and that we didn't want to lose out on the opportunity to take vacations, so we made the best possible purchase we could. He then went on telling us we would have to upgrade to at least a silver membership and that the good news was that it would only be 6,000 more points. (So, we quickly figured that it would be about $50,000.00). We told him that we had gotten a call from someone at Diamond about a year ago offering us the same deal per point that we paid in 2014 to upgrade the membership. We had declined and explained that we had too much going on financially and could not afford 1,000 Points. Again, the representative, went on and on about this being his final offer and that rates were going up and up, etc. We kept our composure and thanked her for contacting us, but we had to go. He then called someone over to the table, he was the finance guy and seemed to come from nowhere. Now we had the both of them explaining to us that we would fall in love with Diamond if we just bought a few more points. Then we would really see the value in the membership. Matthew Brandt then came over and gave us an additional folder for a free trip to Hawaii, his gift to us if we upgraded that day.

On top of the other destinations we could pick from in the previous folder given to us by Kelly, they explained to us that the only out of pocket expense for both free trips would be $99.00 as a service fee for the reservation along with the cost of transportation to the resorts. These were both bonus point vacations that we would be given to us on top of the already 9,000 points we had and the additional 6,000 points they wanted us to purchase. The only catch for the dream vacations was that the travel had to be completed by March 19, 2017. We asked them if we could have a few minutes to talk amongst ourselves and we finally decided to ask them if they would be willing to offer us the same price per point that we paid for back in 2014. Especially since at this point we had already invested so much. Matthew returned to the table and said after speaking with his colleagues that he couldn't believe that we had purchased 9,000 points for only 1$2,600 back in 2014. That was unheard of and that we must be great at negotiating. So, he sat down again, with a pen and paper and just started writing a bunch of numbers, saying that the cost per point today is $8.28 per point. We need at least 6000 points to become a silver membership. Writing then the total $49,680.00, then asked how much it was costing me to take the cruise that were going on shortly. I advised him that it was $3800.00 or so. So, he then crossed out the number and said, let me deduct the cost of your trip, your transportation to the port, and some spending money. Bringing the cost down to $40,000.00. Telling us we are now only going to have to pay $6.66 per point. We both responded that is just way too much. We appreciate him trying to help and all. But we just can't do it. He then walked away again, and came back about 15 minutes later. At this point we were done, it had to be

after 10pm by then and when he came back we told him that we had just realized what time it was and that we had left our boys home alone. We had been there since 4:30pm and couldn't see this working out. To this he asked us if he could make a few more calls before we left. He then came back with the absolute best deal he could do and that he had never seen anyone be offered this before. He went on saying how terrible he felt that we had so many point banked, and that we hadn't been able to use our membership, etc., etc. The best he could do for us was $3.00 a point, costing us $18,000. Which is almost half of the price of the points today. At this point we wanted to be done, we wanted to go home and, so we said yes. We were then escorted up to a hotel room, that have a few people in it working out all the paperwork, one of them being the guy who came to our table earlier. Everyone was congratulating us, welcoming us to the Diamond Family, etc. We quickly signed all the papers and went on our merry way. The whole way home we both promised each other we weren't going to spend any more money and that we hope we didn't just make another big mistake. We were wrong.

Over the past year we have received several calls from Diamond offering us assistance in booking a vacation. Everything they offer us is not what we want, nothing is available for the dates we are available and/or the cost to fly is too high.

We have also gotten a call from a representative named Ryan, saying that he wanted to offer his help in booking our next vacation. We told him as we had told the others that we had been looking but nothing was available during the times we would like to travel. He asked us where we would like to go, and other questions and we told him that nothing ever worked out. He then insisted that it was our lucky day, because he is not a representative but the manager of all the representatives, and that previously, when the representatives would put on hold to check something, he was the one they contacted. He then went on to tell us that his family has a Diamond Resorts membership and they love it, that's why he decided to work for them and so on. He went on to tell us about his childhood and all the great experiences he had while vacationing with them. They he asked us what our dream family vacation would be, and we told him it would be to go to Hawaii with the family. He then started giving us some dates for the following year, but they were always during school time. He then asked us for a second choice and gave him a few suggestions but of course he had to go and couldn't talk further. He then gave us his personal extension and we called back the next day, but we ended up playing phone tag a few times. When we finally did get to speak with him we were able to discuss with him our past experiences and he told us that he would do whatever it took to help get us vacationed. Suddenly, he started to explain to us that he had looked into our account and that maybe the reason we were having a hard time was because we were not Gold or Platinum members.

We began to laugh. Really, is this all about another sales pitch to scam more money out of my family or do you really want to see me vacationed. We had already been scammed with that when we were convinced that we needed to be at least Silver members. As we found out being Silver members didn't do anything for us and now we needed to pay more money to upgrade. Finally we asked him "If you were in our shoes... and you paid over 30k for a

membership and maintenance fees for something you haven't yet used or experienced, why would you even consider the option of upgrading?"

After all, originally in 2014, the basis of the sales for Diamond was all about family vacations while our children are young. We could have shown them a lot of great vacations over the past 3 years while booking them myself with the $32,000.00 I have wasted on this scam. We then asked him "why not we do this? You send my family and I on a dream vacation and use our banked 30,000 points to Hawaii on the dates we are available. Once we get to finally experience one of your resorts, we will then consider upgrading but not a day sooner. Further we told him that until that happens we will just stay Silver members and hope for the best. We spoke a few times after, but nothing ever transpired. And we refused to give them another dollar, except of course the yearly maintenance, plus an additional $400 for an assessment, for what we have no idea.

We have been overly pressured in every sales pitch we have attended to the point of outright harassment. This so called "Investment" has been nothing more than an elaborate scam complete with arm-twisting sales tactics by the sales people. We are therefore requesting that our membership and all contracts with Diamond Resorts International be terminated and canceled. Please send us the proper paperwork to accomplish this and further we request that the monies we have invested be refunded. After a resolution is found we wish to cut all future ties with Diamond Resort International.

Sincerely,
Pamela A. & Kevin M. Delehanty

Florida
Attorney's General Office

JAN 17 2018

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FROM:

Pamela A. & Kevin M. Delehanty
2719 Liberty Hall Court,
Waxhaw, NC 28173

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Office of the Attorney General
Ft. Lauderdale Consumer Protection

TO:

Office of the Attorney General,
Consumer Protection Division
110 SE 6TH Street, Floor 10
Fort Lauderdale, FL 33301

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Susan J. Spahn ▪ Jennifer Dannehl Jensen ▪ Amber F. Herrick ▪ Thomas J. Fitchett, of counsel
[*]Also licensed in South Dakota [°]Also licensed in Iowa [°]Also licensed in Wyoming

KENT ENDACOTT
EMAIL: KENDACOTT@EPTLAWFIRM.COM

PLEASE RESPOND TO LINCOLN ADDRESS

January 19, 2018

Mr. Frank Acito
CFO/COO/Treasurer/Director
ISLAND ONE, INC.
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Re: Annual Unit Week (2) No. (S) 1 Apartment No. 541C of Isle of Bali II, A condominium according to the Declaration of Condominium and Amendments thereof, as recorded in Official Records Book 4964, at Page 3145 et. Seq. in the Public Records of Orange County, Florida and any amendments thereof (the "Timeshare")

Dear Mr. Acito:

The purpose of this letter is to notify you that my clients, Joel N. Austin and Glenda R. Austin, Co-Trustees of the Austin Family Trust dated June 17, 2008, hereby notify you that all payments of maintenance fees to your company with regard to the Timeshare are being immediately terminated for the reason that the Timeshare has not been properly maintained. My clients are willing to terminate their timeshare by quitclaiming this interest to your company as Developer in exchange for a complete release of all past and future claims associated with the Timeshare.

In the event this offer is not accepted by your company in writing within ten (10) days of the date of this letter, my clients will proceed with all remedies available to them at law and equity.

Sincerely,

Kent Endacott

KEE:hs
cc: Joel N. Austin and Glenda R. Austin
Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399

Endacott · Peetz · Timmer
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Lincoln, NE 68508

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Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399

32399-659199

CS/timeshare
AR

1/8/17

To Whom It May Concern,

We are Connie and Jeffrey Lodde. We are owners with Diamond Resorts/International and have recently sent them a letter of complaint, asking for the termination of our ownership and contracts. Our letter outlined: our experiences with Diamond, the meetings we have attended, the salesman we encounter, the accommodations we received, and a overall review of our unhappiness with the ownership that we learned was not as advertised. We are contacting your agency along with a few others to aid us in this dispute and to hopefully get the resolution we are wanting. We have included our original letter of complaint along with the responses we have received from Diamond. Please let us know if there is anything your agency can do to assist us further and if there is anything further you will need from us. Our contact information is listed below. Have a wonderful day.

Sincerely,

Connie D. & Jeffrey Lodde
5801 N. Cedar Springs Rd.
Muncie, IN 47304

Diamond Resorts
10600 West Charleston Blvd.
Las Vegas, NV 89135

Diamond Resorts International
PO Box 8526
Coral Springs, FL 33075

Connie D. & Jeffrey Lodde
5801 N. Cedar Springs Rd.
Muncie, IN 47304

11/16/17

To Whom It May Concern,

This letter is to act as our formal complaint regarding our ownership with Diamond Resorts. We have been owners of Diamond for some time and now know that Diamond and its representatives have one goal in mind, and that is to scam people out of their money and vacations. They do this with the promise that purchasing with them will be an investment and will save you time and money. This, we also now know is 100% untrue. We have been misled, lied to and treated terribly.

Our original purchase was in March of 1999 prior to Jeff and I being married. We bought into a 2 bedroom for 1 week every other year. This was at Liki Tiki Resort owned by Island One at the time. We were told that buying in Orland gave us the highest trading power in the world because everyone wanted to see the mouse! Unfortunately, we soon realized the only reservations ever available were at Liki Tiki in Orlando where we originally purchased.

Once again, in May 2006, we visited Liki Tiki resorts as it was the only place we could secure a reservation. We were told by the reservations department that it was because we had bought into a biennial agreement and we needed to reserve a year in advance. As soon as we checked in, the phone began ringing. The representative on the phone was insisting that we set a time to attend the required owners meeting. We were told that everyone needs to attend the 1-hour owners meeting to hear about the changes that had been made, which turned out to be a new partnership that supposedly allowed us to visit additional resorts. The arrangement was, we would get breakfast, have a short presentation and be given a gift (tourist tickets) for our time and be out in about an hour. We agreed to an early appointment so that we could be finished and back before everyone got up and still have the day with our family. Unfortunately, the meeting did not end until the afternoon. The pressure to upgrade into an annual contract was intense and they got obviously angry with us when we would say no. We had several layers of management speak to us to continually sweeten the deal. We were the last people to leave and they went so far as to popping a bottle of champagne to celebrate the upgrade. Liz Morrow was our rep and she along with another guy tried to explain how we could maximize our time

and rent it out a week to help pay for maintenance and taxes. We were assured it was a great deal!

One month later, my husband Jeff suffered a severe stroke leaving him completely paralyzed on half of his body. After things settled down from his illness and reality set in, I called the timeshare office to explain what had happened and asked to be released from the contract. Not only were we in a difficult financial position and using credit cards to make ends meet, but I knew that travel may be out of the question. They basically said we were committed by contract and they did not help owners sell their timeshares. Then they went on to assure me that their resorts are handicap accessible and accommodations for Jeff's situation could be requested when making the reservation. What they didn't tell me is that reservations may type in the request, but it is up to the resort to decide and accommodate the request. There are no guarantees. I have been told that over and over.... How is this even possible and allowable by law?

Our first attempt at traveling after Jeff's stroke was back to Liki Tiki in May 2007. We were aware that the resort was trying to switch everyone to a point system and had been for a few years. When we arrived, our room was NOT handicap accessible and attempts to schedule a time to attend an owners meeting started at check in. No accommodations for my husband was a big ordeal and I threw a fit. Not having a handicap accessible shower means he is unable to bathe for the week. Once again, just like every meeting, we attended an extremely long owners meeting, told them about the problems we were experiencing both with availability to vacation anywhere other than Orlando and the handicap situation. We were basically told that unless we were in the point system, our ownership was worthless, and we would have difficulty getting what we requested. After a lot of debate and pressure we agreed to upgrade to the point system with the reassurance from them that this would resolve our problems. <u>What we didn't realize until writing this letter was that we were actually cheated out of equity. We were only given credit for $7808.07 trade in equity on the paperwork, yet the equity value was $15,900.</u>

The upgrade didn't help with availability or handicap accessibility. Our only option was to continue to visit Liki Tiki year after year and go through a big ordeal upon arrival about accessibility. The only option we found available to visit another resort was to bank points for a cost and then pay again when the points were utilized through Interval International which also had an annual membership fee. However, the costs grew, and availability became even more challenging. I even lost points at one point because I refused to pay to save them. Maintenance and taxes had gone up so much that between paying the mortgage payment and maintenance fees, we were paying far more than any vacation should cost with no change in where we could go. The expansion plans shown to us for the resort had been put on hold or stopped and the property deteriorated. Meanwhile the only reservations we were able to secure was in Orlando.

Over the next few years we received several notices that the resort was in financial trouble and finally in 2011 we received notice that Diamond Resorts was taking over. The initial rollout of Diamond seemed like an improvement; however, it didn't take long to figure out that it was just a larger company and even more difficult to secure availability and special needs accommodations. During this time, the maintenance and taxes had increased making monthly payments difficult to afford and we knew from previous attempts that we had to continue to pay so we determined the best way to cut costs was to dip into our retirement account and pay off the mortgage. Then in June 2011 we again visited Liki Tiki since it was the only availability and Diamond tried to explain the new system. They pushed very hard for us to upgrade even more into a system that we didn't understand. Again, it was a very long meeting with high pressure about how we could rent out points and generate revenue. They were upset that they spent so much time with us and we didn't understand how to manipulate the points to turn the ownership into a way to earn revenue and that we declined to purchase more. We spent the next several years fighting with Diamond representatives about why we could not vacation anywhere except Orlando and why we did not have proper accommodations upon arrival.

During our June 2014 visit, during yet another high-pressure meeting with Diamond and a weak moment for us, we were convinced that an upgrade would guarantee us an annual family vacation with our children and grandchildren and be in our best interest. We immediately had buyer's remorse and realized that this decision was made under pressure but was told nothing could be done. Diamond is relentless with the pressure to upgrade, attend high-pressure meetings and collection efforts if you become even 1-day delinquent but very unwilling to help otherwise. Switching from our 2 bdrm annual ownership to the point systems was a huge mistake on our part because the whole system seemed to have changed and we were no better off in addition to owing more money. Our timeshare was paid in full prior and because of all the change in owners at the resort we felt forced to upgrade because we were told what we did have no longer had any value in their new system. The points for a 2 bdrm changed along with the number of points it took to secure a reservation. Every time I called it was a problem and I even had a representative hang up on me when getting into a discussion about the necessity of handicap facilities.

In July 2016 after much frustration trying to book I ended up speaking to someone in management who suggested that even though Orlando was the only destination available that we should try booking at Mystic Dunes instead of Like Tiki so we did. I was assured that this was their premier resort and all of Jeff's accommodations would be taken care. When we checked in, this was NOT the case. After a big ordeal and a huge fit on my part, the gal I spoke with did get us handicap accessibility and even involved her manager John Chia. Mr. Chia did everything in his power to correct the issue and even gave me his personal cell number in case anything else went wrong during the trip. He even suggested that we visit Mystic Dunes annually so that Jeff's needs are always taken care of. While he was trying to be considerate, it defeats the purpose of having a timeshare. No one wants to spend every vacation in Orlando, especially when you have been promised the opportunity to travel elsewhere.

Diamond seems to think that the normal vacationer has all the time in the world to dedicate to figuring out their ever-changing complicated system when all most people want is an annual stress-free vacation to various locations that is guaranteed year after year because they have paid off their timeshare. Vacations with family are very important to us but the rising costs of taxes and maintenance along with mortgage payments have become impossible. Additionally, it is inhumane to expect a person to stay in a vacation resort without the ability to shower for a week. Therefore, we are requesting the following:

1. That Diamond fully cancel our ownership
2. Fully Terminate our contracts with them
3. Refund us the countless monies we have invested into this scam
4. That we have no further ties or obligations to Diamond once all is said and done
5. Finally, that Diamond send us the paperwork to be released from this nightmare as soon as possible.

Sincerely,

Connie D. & Jeffrey Lodde

Diamond Resorts
10600 West Charleston Blvd.
Las Vegas, NV 89135

To Whom It May Concern,

We contacted corporate by letter, outlining a request for cancellation and contract termination. We have received little to no response. We are receiving calls from Diamond collection department. We DEMAND that Diamond **cease and desist** all calls immediately! We further do not authorize Diamond to discuss and or call any next of kin including children for payments and or business-related questions. Giving information and or contacting a party not associated with the contract is illegal and we will pursue action against you if it continues. Diamond does have permission to send us emails and or letters by mail but we do not wish to receive any further harassing calls.

We will accept correspondence to: coxlodde2@sbcglobal.net

Connie and Jeffrey Lodde

5801 N. Cedar Springs Rd.

Muncie, IN 47304

We will NOT accept correspondence to the following:

765-288-8490
765-285-8014
765-760-8098
765-649-9271
765-760-8097

Sincerely

Connie and Jeffrey Lodde

DIAMOND RESORTS
INTERNATIONAL®

Stay Vacationed.™

October 30, 2017

Connie D Lodde and Jeffrey T Lodde
5801 N Cedar Springs Rd
Muncie, IN 47304

RE: Request to cancel membership

Dear Connie D Lodde and Jeffrey T Lodde,

We received your letter dated October 18, 2017 requesting to cancel your membership with Diamond Resorts International®.

We have reviewed your request. Your request for cancellation of contract 17051219, purchased at the Liki Tiki Village on June 16, 2014 cannot be granted. We cannot cancel this contract outside the state mandated rescission period and as long as there is an active loan associated with contract. In addition, you have fully utilized your vacation ownership as intended since the purchase date.

You remain responsible for this contract as agreed to at the time of purchase. We will continue to service this contract as described in the Purchase Agreement.

Diamond Resorts International® recognizes the importance of vacations to our lives, our relationships, and to our overall health and well-being. Design your own dream vacation with endless choice and flexibility. Stay happy. Stay healthy. Stay Vacationed.TM

Sincerely,

Michelle Gross

Michelle Gross, Hospitality Management, Specialist 1
Diamond Resorts International®
P: 702-473-7645 ext. 79670
F: 702-240-2576

Connie D. & Jeffrey Lodde
5801 N. Cedar Springs Rd.
Muncie, IN 47304

1/8/2018

To Whom It May Concern,

We have received your letter and unfortunately our position to cancel remains the same. We cannot "Stay Happy," when we have come to you with our issues with our ownership and you do nothing. We cannot "Stay Healthy," when we know that with this continued ownership that we will be met with high-pressure situations, manipulation, and poor accommodations. We cannot "Stay Vacationed," when we know the system gets more and more complicated, more expensive and that we will be denied family/vacation time, Thanks to meetings and stress. Since it is obvious to us that you will not offer a reasonable resolution to us we will be contacting the Regulatory Agencies to assist us in this dispute. If you would like to make us an offer to surrender our ownership and cancel our contracts at any time we will be happy to review the offer.

Sincerely,

Connie D. & Jeffrey Lodde

Connie & Jeffrey Lodde
5801 N. Cedar Springs Rd,
Muncie, IN 47304

stamps.com
$1.60 0
US POSTAGE
FIRST-CLASS
062S0009567472
FROM 37204

Office of the Attorney General,
Consumer Protection Division
110 SE 6TH Street, Floor 10
Fort Lauderdale, FL 33301

RECEIVED
JAN 22 2018
Office of the Attorney General
Ft. Lauderdale Consumer Protection

33301$5081 E081

CS/timeshare
AR

January 11, 2018

Dear Sirs:

I am writing to your agency in hopes you will assist us in our endeavors to get our contracts and membership cancelled with Diamond Resorts International. We have been going back and forth with them and have had no luck. We have been members for several years and have been bamboozled, ran over and manipulated countless times. We've finally had enough. We've brought concerns to them on several occasions and we've received little to no resolution. I have attached several documents supporting our case:

1. Our initial letter of complaint detailing our experience and concerns
2. A copy from our contracts showing where we did not approve of them and/or their affiliates to text or call regarding promotional offers. They disregarded and called anyway.
3. Email chain from Randy regarding our sampler package
4. Incident report re: washer and dryer mishap
5. Response to our initial letter of complaint (#1 above)
6. Rebuttal to Michelle's denial
7. Response from Mary Bini re: sampler refund (the only concern they addressed)
8. Back and forth between Russell Elliot and ourselves re: the remaining contracts and paperwork

As you can see, Diamond is only concerned about referring us to the contracts and not the issues at hand. They refuse to help us come to a favorable resolution. We believe our case has plenty of merit and warrants a resolution.

Please contact us if there is anything else you may need to help in your investigation.

Respectfully,

Linda and Ron
Belskybelbeau@wi.rr.com

pOctober 16, 2017

Dear Sirs:

After being members of Diamond Resorts International for a little over 3 years, we have decided to terminate our contracts with you. We feel we no longer want to be scammed to buy more points and led to believe you can deliver what you promise.

Our experience is as follows:

In 2014, we visited Mystic Dunes. We were invited to attend a special presentation about timeshare ownership. David, our sales rep, started by asking how much we pay to vacation each year, which we said around $10,000 (cruises). He then got into how much Diamond would "save" us by buying points to use over several years. Once paid for, it would just be the maintenance fee so it would be cheaper owning Diamond than not. He also spoke about comfort, quality, location, stability, equity in investment, etc. versus other vacation options of unexpected issues with accommodations, etc. We remember David saying he owns points and he and his family vacation on islands. He said this could easily happen once you know how to "use the system". He also said he would be our "go to" guy once we bought from him. We said no, but then Nick was brought in along with one other person. They went back and forth and we started at $7.66/point and "negotiated " down to our "special price" of $3.03. They called it "1st visit pricing". We were shown a printout with purchase prices of $57,450 and $114,900 then the "deal" of $21,229. They also showed us a "staged" unit so we could see what the accommodations as Diamond owners would be. It was "VERY" nice. The units have NEVER lived up to what they showed during the presentations. David is no longer with Diamond.

In March of 2014, we were offered 3 days/2 nights free at Grand Beach to attend a "new owner orientation" since we had just purchased. We were still in Orlando as "snowbirds" so we decided to do it to get it out of the way. We asked for a water view, extra pillows and extra coffee when we agreed to attend the orientation. We got none of it. They served a breakfast at the orientation and a retired Alaska trooper gave the presentation, talking about how Diamond "pays" you to travel. He told us your points can be used as cash and you get a check in the mail at some point. The time we actually tried to use this for travel, we found out you have to do it by the end of July for any "travel" planning vs just booking Diamond accommodations, which can be done throughout the year. We were given the "special" point price of $3.13/point for 7,500 points instead of the current $7.66/point. The salesman was "surprised" that we were able to get such a good deal since the price we got was from point prices 2 years ago. We were told owning 15,000 points gets us to Silver status, which has benefits that 7,500 point owners don't get. Kevin also said he would help us to use the system as we needed it - he is no longer with Diamond.

In 2015, we were invited to another owner's update. During the meetings, we declined several times but as usual, different people come in and out of the meetings. We were told that if we don't buy additional points at this update we would lose our price protection. We had price protection for 12 months but if you attend a presentation at any time and don't purchase, it voids the price protection or "your deal" on that great price/point. What we have since realized is that this is a ploy to get us to buy! We were also told DRI was going public and the goal was to get point prices somewhere around the $12-15 range to match other time shares like Wyndham.

In October of 2015, we received a phone call from your Seattle office. We ended up getting talked into buying 1,500 points to get us on our way to being Gold members. The caller would only do phone calls, though we sent an email confirming the conversation. And now we understand why he would only do phone calls – so there's no record of the lies and empty promises they sell! Afterwards, we received a letter from Diamond dated 12/6/15 congratulating us on our decision to become a Gold member. We didn't actually have enough points for Gold until our purchase in 2016.

In February of 2016, we were invited to a "survey of current owners" meeting. We even questioned them and they said it would only be a survey. It ended up being another sales presentation with several people trying to talk us into permanent gold status. We purchased 6,000 points which got us to permanent gold and now we had 30,000 points. We were told before that with our Gold status, we could use our points to pay maintenance fees at a certain value per point. In calls to corporate financial, we were told that is only available for Platinum members.

In February of 2017, we were invited to another owner update meeting to review the program since Diamond was no longer public and bought out by Apollo. We were told there were some "really positive" things happening!" After hours of sales pressure, we were sent to "hospitality" for a survey. It ended up being yet another sales pitch. We were told by Randy if we bought a Sampler package of 15,000 points we would have Platinum membership for 18 months from the time we paid the cost in full, which we did in April. Our account was not changed to Platinum so we called and in talking with the Sampler group we were told that is not possible. It is two separate accounts – Gold and the Sampler and they cannot be used together, let alone give us the promised temporary Platinum membership. We contacted Randy to clear this up and since it wasn't cleared, we requested a refund. I have enclosed the email chain.

3

It's a shame if you don't take the deal at the meeting, the offer becomes null & void, with you losing the great price on points. All of the hard sale tactics used by your sales reps are a shame.

We no longer want to be a part of a company that has to scam to get a sale. We don't want to feel pressured and lied to. We demand cancellation of our contracts and a refund of our investment thus far of over $65,000, especially the refund on the sampler that we were just bulldozed into purchasing. We will not be making any more payments and we would appreciate it if you wouldn't report to the credit bureaus during our dispute. We hope to receive the paperwork to move this along within 30 days.

Regards,

Linda & Ron Belsky

Member # 9-13392497

LB ___ ___ 18. I understand that currently the Seller nor the Developer offer a resale, buyback or rental program.

LB ___ ___ 19. I understand my Purchase and Security Agreement contains the entire agreement between Seller and me. I have not relied and may not rely upon any representations, whether oral or written, which are not set forth in the Purchase and Security Agreement. I further understand that if permitted by controlling state law, the Collection Instruments, THE Club Directory, THE Club Exchange Documents, the Interval International Document, the Regulations and the Privacy Policy may be delivered to me electronically in CD form. I understand that hard copies of such documents are available to me upon request.

LB ___ ___ 20. I understand that, if I fail for any reason to satisfy all of my financial obligations to Seller and the Association on a timely basis, I will be in default under my Purchase and Security Agreement and the Collection Instruments. If such default is not promptly cured, my Membership (ownership) may be terminated, whereupon I will forfeit all amounts previously paid to Seller and to the Association.

N/A 21. By initialing here, I authorize Diamond Resorts International Marketing, Inc., and/or its affiliates and successors to text me or call my cell/telephone number listed below with a telephone dialing system regarding promotional offers,

LLB 13. Diamond Flexibility ("Flexibility") and Diamond Value ("Value"). If you need more points to complete a Sampler stay, you can take advantage of having the option to purchase, through Flexibility and Value, one-time use points to be applied towards your Sampler reservation. Under Flexibility, you can purchase additional points at $0.27 per point. If you cancel a Flexibility reservation, **the cost paid will not be refunded**, however, the points purchased will remain on your Sampler account. Under Value, you can purchase additional points currently at $0.10 per point only if the reservation is made 14 days or less prior to your Sampler arrival date. If you cancel a Value reservation, **the cost paid will not be refunded and points purchased will be forfeited**. All Flexibility and Value points may only be used for Sampler reservations, based on availability, and for Sampler Destinations that are managed and operated by Diamond Resorts International within the continental United States. Flexibility and Value are not available for hotel off site locations nor for Diamond Resorts locations in Hawaii or Mexico. **The price per point in both Flexibility and Value are subject to change.**

By initialing here, you authorize Diamond Resorts International Marketing, Inc., and/or its affiliates and successors to text or call the cell/telephone numbers listed below with a telephone dialing system regarding promotional offers, regardless of any prior election to the contrary. You understand and acknowledge that you are not required to give consent as a condition of purchasing any goods or services.

Home Phone: 920-449-5070 Cell Phone: 9209188516

LLB I acknowledge that I received a copy of the Sampler Membership Agreement, Terms and Conditions, as well as the Sampler Membership Points Directory.

LLB Should I have any questions regarding Sampler, I will contact 888-208-6025.

LLB I have read and understand the key features of THE Sampler membership outlined herein. The Sampler Membership Agreement and these Terms and Conditions represent the entitlements of the Sampler program in its entirety. I acknowledge that all terms that are agreed upon are contained within the aforementioned documents and that no other inconsistent verbal or written representation with regard to the Sampler have been made to me.

By signing below you acknowledge that you have read and understand these Terms and Conditions. Please refer to the Sampler Membership Agreement and Sampler Membership Points Directory for additional terms and conditions.

PURCHASER(S):

Signature:	Ronald R. Belsky	**Signature**	Linda Belsky
Printed Name:	Ronald R. Belsky	Date: 02/26/17	Printed Name: Linda L. Belsky	Date: 02/26/17
Lead ID:	9 - 13392497	Contract No.:	177134335

Rev. 1-1-2017_U01-6-2017

(3)

From: Ron Belsky [mailto:belbeau@wi.rr.com]
Sent: Friday, August 04, 2017 11:19 AM
To: 'randall.siegel@diamondresorts.com'
Cc: 'Belsky, Linda'
Subject: RE: Sampler questions

Randy,

Per our last discussion we were to hear from your manager in a week. That was July 14 and it is now Aug 4 with still no resolution to our issue! Our only option is to get legal help if we don't get a satisfactory resolution to the problem. I think we have been VERY patient, probably giving you the impression that we will let the issue drop. That will not happen.

As my earlier email says, and I told you during our conversation in June, your sales pitch promises will not happen based on my phone calls with the people we tried to work with in the vacation planning area. We were told the Sampler and our Gold points CANNOT be combined or used together which directly contradicts what you told us when you sold us the Sampler package. The ONLY reason we purchased the Sampler was so we could experience the Platinum membership for 18 months from the time the contract was paid in full. That was in March and obviously nothing has gone as we had anticipated. Otherwise, if you think of it logically, why in the world would anyone buy the sampler when we are already Gold members?!

We look forward to getting the reimbursement from Diamond for the Sampler - quickly.

Regards,

Linda & Ron Belsky

From: Ron Belsky [mailto:belbeau@wi.rr.com]
Sent: Tuesday, July 04, 2017 7:52 PM
To: 'randall.siegel@diamondresorts.com'
Cc: 'Belsky, Linda'
Subject: RE: Sampler questions

Hello Randy,

We have heard nothing from your manager regarding the refund for the sampler purchase.

Quick resolution of this issue would be appreciated.

Thank You,

Linda Belsky

From: Ron Belsky [mailto:belbeau@wi.rr.com]
Sent: Monday, June 12, 2017 12:52 PM
To: 'randall.siegel@diamondresorts.com'
Subject: RE: Sampler questions

Hi Randy,

Confirming our conversation.

You will follow up with a manager early next week regarding our concern that we haven't been given the 18 month Platinum member status we were to receive when we purchased the 15,000 sampler package in March.

That means our account will be upgraded to Platinum and the 15,000 points transferred to our main account instead of having 2 separate accounts to deal with.

We look forward to your call early next week confirming that this will happen.

As I indicated, if this is not confirmed we will be asking for a refund for the purchase.

We appreciate your help.

Regards,

Linda Belsky

From: Ron Belsky [mailto:belbeau@wi.rr.com]
Sent: Monday, June 12, 2017 11:22 AM
To: 'randall.siegel@diamondresorts.com'
Subject: Sampler questions

Hello Randy,

I left you a voice mail with questions regarding the sampler purchase to get us to platinum status for 18 months.

Please call me at 920-449-5070 (home) or 920-918-8516 (cell).

Thanks so much.

Hope all is well is sunny Orlando.

Linda Belsky

(4)

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

EXT 16477
CHRIS MORRISON
LEFT VM 6-2-17
6.12.17

May 3, 2017

Linda Belsky
234 Maple Drive
Plymouth WI 53073

Ref: Incident on February 25, 2017b at Mystic Dunes Resort and Country Club

Dear Ms. Belsky,

This is to acknowledge receipt of your letter dated April 3, 2017 requesting compensation for an incident that occurred on February 25, 2017b at Mystic Dunes Resort and Country Club.

We have concluded our investigation of your incident.

We are denying your claim as a result of finding that Mystic Dunes Resort and Country Club is not responsible for this incident.

Respectfully,

Risk Management Department
Diamond Resorts International

cc: File

10600 West Charleston Boulevard, Las Vegas, Nevada 89135 • 702.684.8000 *tel* • 702.765.8767 *fax* • diamondresorts.com

Sent 4-21

April 3, 2017

Diamond Resorts International
Attn: Risk Management Department
10600 West Charleston Blvd
Las Vegas, NV 89135

We are enclosing a missing/damaged property description form for an issue we had at Mystic Dunes in March. I've been corresponding with Anthony Davis at Mystic Dunes regarding the issue.

We stayed in unit 31315 while there and used the washer & dryer. There were several pieces of clothing that had what looked like rust stains on them after doing laundry. From what we could tell it seemed to come from the dryer but couldn't find the exact area in the dryer.

We do not know the exact original price but I think what we put on the form is, if anything, a little low but without receipts I didn't know what else to do. We have estimated a total of $180 for the clothing.

Please contact us using the below information if you need anything further.

Your help in resolving our issue is appreciated.

Best regards,

Linda Belsky

Linda Belsky
234 Maple Drive
Plymouth WI 53073
Home phone: 920-449-5070
Cell phone: 920-918-8516
Email: belbeau@wi.rr.com
Membership #: **9-13392497**

DIAMOND RESORTS

Stay Vacationed.

MISSING/DAMAGED PROPERTY DESCRIPTION

Please be as detailed as possible

Item (Brand Name)	Description	Purchased (Where & When)	Original Purchase Price
	SHIRT - MEN'S	~~40.00~~ KOHLS	40.00
	SHIRT - WOMEN'S	BEALLS	35.00
	SHIRT - WOMEN'S	BEALLS	35.00
	CARGO SHORTS	~~30.00~~ KOHLS	30.00
	CAPRIS	BOSTON STORE	40.00

Guest Name: RON & LINDA BELSKY

Signature: Linda Belsky

Incident Report No.:

Date: 4-3-17

GUEST INCIDENT REPORT

GUEST INVOLVED TO COMPLETE THIS FORM - IF A MINOR, COMPLETE WITH MINOR'S INFORMATION

GUEST INFORMATION

Guest Type: (Circle all that apply) Owner Club Renter Guest of:

Guest Unit Number:: 31315

Date and Time of Incident: WEEK OF MARCH 6

Date/Time Incident Reported: WK OF 3-6-17

Person Reported To: SHANE & JUANITA

Guest's Last Name: BELSKY

First Name: RON & LINDA

Middle Initial: R

Home Address: Street 1 234 MAPLE DR

Street 2:

Apt/Unit #:

City: PLYMOUTH

State: WI

Zip/Postal Code: 53073

Country: US

Telephone Number: 920-449-5070

E-mail Address: belbeau@wi.rr.com

Male / Female

Date of Birth: 5-17-42

Other Guests in Unit: LINDA BELSKY

Marital Status: (N/A if a minor) MARRIED

Occupation: RETIRED

INCIDENT INFORMATION

Where did the incident occur? LAUNDRY DRYER IN UNIT

Type of Incident (missing property, slip/trip/fall, vehicle damage etc.): CLOTHING STAINS

Description of incident (How did incident occur): WHEN DRYING CLOTHES

DIAMOND RESORTS

In Case of Injury, Please Continue

INJURY INFORMATION

Type of Injury:

Which body part was injured? (include "right, left, upper, or lower")

Extent & Description of Injury:

Was medical treatment Received? Circle Yes No

If yes, what Facility?

Print Name of Person Completing Report: _____ Relationship to Injured Guest: _____

Guest/Parent Signature: Linda Belsky Date: 4-3-17

Diamond Resorts International
Attn: Risk Management Department
10600 West Charleston Blvd.
Las Vegas, Nevada 89135

(5)

DIAMOND RESORTS
INTERNATIONAL

October 26, 2017

Ronald R. Belsky and Linda L. Belsky
234 Maple Drive
Plymouth, WI

RE: Request to cancel account

Dear Ronald R. Belsky and Linda L. Belsky,

We received your letter dated October 16, 2017 requesting to cancel your membership with Diamond Resorts International®. You state you were pressured to purchase each contract associated with your membership and lied during each purchase. You have requested we cancel and refund all monies you have paid to date.

We appreciate you contacting us and allowing us to review your concerns and respond. We have reviewed your account and each purchase. You state you were pressured to purchase and lied to regarding your purchase, but, your claims are vague. You have not addressed any issues that are not contained in the Purchase Agreement.

Furthermore, our records indicate that you have been in contact with our customer service department on several occasions since your first purchase in 2014, never making any complaint regarding your sales experience. You did continue to purchase additional points in the US Collection.

Currently you own 5 active contracts in the Us Collection totaling 30,000 points. Each contact has an active loan associated with it.

After a full review of your account and claims, we cannot approve your request to cancel and refund monies you have paid towards your vacation ownership. You did not submit your requests to cancel within the state mandated rescission period and you have an active loan associated with each contract. We cannot cancel a contract outside the state mandated rescission period or a contract that has an active loan associated with it.

Lastly, you have not provided any information that would lead us to believe you were pressured to purchase any of the contracts associated with your account or that you were not provided any and all information to make a sound decision to purchase. You remain responsible for each contract you purchased as agreed to at the time of sale. If you are having any issues with your account or need further clarification, please contact us for assistance.

Diamond Resorts International® recognizes the importance of vacations to our lives, our relationships, and to our overall health and well-being. Design your own dream vacation with endless choice and flexibility. Stay happy. Stay healthy. Stay Vacationed.TM

Sincerely,

Michelle Gross

Michelle Gross, Hospitality Management, Specialist 1
Diamond Resorts International®
P: 702-473-7645 ext. 79670
F: 702-240-2576

(6)

Attn: Michelle Gross
Re: Response to Belsky Request to Cancel Account Denial

December 11, 2017

Michelle,

We received your letter dated October 26 denying our request to cancel our membership and contracts. We feel your response is not satisfactory and would like you to reconsider.

You state our claims were vague – we disagree. Our experience was clearly laid out – we were bulldozed and coerced into purchasing.

We were told we would have a special "go to guy" at each meeting; this has not happened because that person is no longer with Diamond or we can't get them to answer the phone or return our calls or emails. Do your members really even get their own personal advisor or is this just a lie to make us feel better when purchasing?

The units NEVER live up to what is promised – in fact, we had quite an issue with the washer and dryer in one unit and after proving it ruined our clothes, we were denied that claim, as well (see attached)! But, oddly enough, we received a voicemail from Reynoldo Hernandez letting us know you had replaced the washer and dryer and he was sorry about our clothes. So, you disregard our claim as if it's not your fault, but then someone called and apologized for it? (#4)

The "special" pricing for "that day only" is a scam – we could get that pricing at any time and we now know this to be true.

The finer details were never disclosed in the meetings; they knew if they did, no one would purchase!

When we declined and showed no interest, they continued to badger us.

In 2015, we were told we could purchase 1,500 points to get us to Gold – we then received a letter congratulating us saying we were Gold members and then in our next meeting in February of 2016, we were once again told we needed to purchase points to get to Gold status – didn't we just do that? How does this happen? Then we were also told now that we were Gold, we could use our points to pay maintenance fees at a certain value per point – we found out later this was untrue and only available for Platinum members. This is the only reason we purchased more points.

You also state we have been in contact with customer service and no complaints have been made – this is not true. We have complained about several different issues. You may need to check and/or update your records.

We know you have ways of cancelling our membership – we've seen it happen. We would like to see you say "yes" for us. How can we "stay happy" with all the problems we've had?

Again, we no longer want to be a part of a company that has to scam, lie, coerce, badger, etc. to get a sale. We don't want to feel pressured and lied to. We demand cancellation of our 5 contracts. We'd also like some sort of restitution due to our problems. We hope you reconsider your denial and that we are able to come to an amicable resolution.

Regards,

Linda and Ron Belsky
Member # 9-13392497

7

From: Bini, Mary [mailto:Mary.Bini@diamondresorts.com]
Sent: Monday, October 30, 2017 4:41 PM
To: 'Ron Belsky'
Subject: RE: Ronald R. Belsky and Linda L. Belsky Lead Number: 9-13392497

Good day,

We are going to cancel your Sampler contract 17713433S and give you a full refund. This is the process as follows:

1. In the next 10 business days you will receive a Fed ex to your home (234 Maple dr Plymouth WI 530734059)
2. Enclosed will be a mutual release agreement, it will need to be sign and notarized by you and you wife,
3. It will need to be returned within 10 business days.
4. Once we receive it back it will take 10 business days to receive your funds back to the original form of payment.
5. The process takes 30 days to complete.

I will need you're ok to proceed?

Mary Bini | Senior Specialist | Diamond Resorts International® | Tel: 877.905.2844 Ext. 21032

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Please consider the environment before printing

From: Ron Belsky [mailto:belbeau@wi.rr.com]
Sent: Monday, October 30, 2017 7:43 AM
To: Bini, Mary <Mary.Bini@diamondresorts.com>
Subject: RE: Ronald R. Belsky and Linda L. Belsky Lead Number: 9-13392497

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Mary,

We are requesting all communication be done via email or postal mail. Please send me the info you'd like to share via email.

We are currently disputing our contracts and membership with Diamond and have requested a cancellation.

Regards,
Ron & Linda Belsky

From: Bini, Mary [mailto:Mary.Bini@diamondresorts.com]
Sent: Friday, October 27, 2017 2:49 PM
To: 'belbeau@wi.rr.com'
Subject: Ronald R. Belsky and Linda L. Belsky Lead Number: 9-13392497

Good day,

My name is Mary Bini; I am a Senior Specialist with Diamond Resorts International at the Corporate Office in Las Vegas Nevada. I received account information in regard to your Sampler package purchase I wanted to reach out to you to assist.

When it is convenient, please feel free to contact me so I may further assist you. I listed my contact information as well as hours of operation below:
Mary Bini
Monday- Friday
7:00AM PST-3:00PM PST
At 877-905-2844 Ext 21032 or mary.bini@diamondresorts.com
Thank you in advance for your time.

Mary Bini | Senior Specialist | Diamond Resorts International® | Tel: 877.905.2844 Ext. 21032

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Please consider the environment before printing

8

From: Elliot, Russell [mailto:Russell.Elliot@diamondresorts.com]
Sent: Sunday, December 17, 2017 9:23 AM
To: belbeau@wi.rr.com
Subject: Diamond Resorts International - Belsky - 9-13392497 - (CID:73mhqxrptptxrgtqjk)

Dear Mr and Mrs Belsky,

I am writing in response to your recent reiteration of your request to cancel your account and have endeavoured to address the points raised below.

Whilst it is stated that you have been repeatedly bulldozed and coerced into purchasing I would highlight that at no point have you chosen to utilise the rescission period on your contracts which allows you to cancel any purchase with no penalty.

I would advise that the 'finer details' of each and every contact are provided and acknowledged by yourselves at the point of sale. Each contract requires more than 12 signatures and over 100 initialled acknowledgements which are clear evidence of the full details being provided.

Any statement that you repeatedly advised that you had no interest in purchasing Is undone by the fact that you then subsequently signed purchase paperwork for each contract. Whilst our sales staff will of course extoll the benefits of increased membership you are under no obligation to stay in a presentation and should you truly have no interest in purchasing more points you can leave at any point.

Your membership tier is stated as a point of contention and I would advise that the purchase of 1500 points did indeed increase your membership tier to Gold but this was only temporary due to it being based on bonus points. The Gold status was then made permanent with the purchase of 6000 further points.

The ability to utilise you points to pay your fees is indeed only available to Platinum members but we would advise that the rate at which you can redeem these points would debunk any statement that this was the sole reason for purchase. The redemption rate for this is only $0.04 per point whereas the maintenance fees are billed at a total of roughly $0.177 per point. As such, even were you to utilise your full allotment of points against your fees this would only constitute $1,200 against your fees.

In light of this evidence we remain unable to cancel or refund any of the contracts that you have purchased on the grounds presented.

I trust that this helps to clarify our position on this matter.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

From: Ron Belsky [mailto:belbeau@wi.rr.com]
Sent: 22 December 2017 18:55
To: Elliot, Russell <Russell.Elliot@diamondresorts.com>
Subject: RE: Diamond Resorts International - Belsky - 9-13392497 - (CID:73mhqxrptptxrgtqjk)

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Mr. Elliot:

We didn't know we would have the problems we've had during the rescission period – it doesn't work like that and you know it.

Yes, we remember signing 12 times and initialing over 100 times – it was quite exhausting. Which is probably why this process was so rushed and no point was ever explained to us. How were we supposed to know what was told to us wouldn't transfer (or was supposed to) to the contracts? The "finer details" were not entirely included.

It was stated previously they would only continue to persist if we showed interest – we didn't show interest and they continued badgering us. Only after we were completely wore down, felt defeated and trapped did we sign. So no, our statement is not "undone." We weren't interested – they continued. If the attendees can leave at any point, we would ask that you share this information with not only the attendees at these meetings, but your sales staff, too.

> *"The ability to utilise you points to pay your fees is indeed only available to Platinum members but we would advise that the rate at which you can redeem these points would debunk any statement that this was the sole reason for purchase. The redemption rate for this is only $0.04 per point whereas the maintenance fees are billed at a total of roughly $0.177 per point. As such, even were you to utilise your full allotment of points against your fees this would only constitute $1,200 against your fees."*

Now allow us to discredit your statement - we were not told this wasn't available to Gold members. We were sold on the promise that the value would be well worth it. So absolutely, we upgraded because of this. Wouldn't you? Then later we find out it's only for Platinum members and now we're hearing it's not enough to really make a difference?!? You can't necessarily debunk something that was told to us, or not told to us, for that matter. How would we have known any difference? Your reps are there to teach us, but instead they lie to us. Furthermore, if each point in the contract was to be reviewed with us in detail, would this minor detail be included? We highly doubt it.

You also skipped the first half of our rebuttal –

> We were told we would have a special "go to guy" at each meeting; this has not happened because that person is no longer with Diamond or we can't get them to answer the phone or return our calls or emails. Do your members really even get their own personal advisor or is this just a lie to make us feel better when purchasing?
>
> The units NEVER live up to what is promised – in fact, we had quite an issue with the washer and dryer in one unit and after proving it ruined our clothes, we were denied that claim, as well (attached in previous letter)! But, oddly enough, we received a voicemail from Reynaldo Hernandez letting us know you had replaced the washer and dryer and he was sorry about our clothes. So, you disregard our claim as if it's not your fault, but then someone called and apologized for it?
>
> The "special" pricing for "that day only" is a scam – we could get that pricing at any time and we now know this to be true.

You can't comment on those issues? Heck, at the VERY least, you could reimburse us for our clothes. (#4)

Bottom line is this - the problems we've experienced with your organization comes down to the misleading information, the outright lies and the empty promises – you say one thing, but later we find out there's a lot more to it. Or you tell us one thing, and it's not the entire truth. You downplay your shortcomings by creating false expectations. In our total experience, we've seen that your sales reps (and the organization, as a whole) consistently over promise and under deliver. Shouldn't a company with your reputation do the opposite?

Again, please reconsider your decision. We will not stop until we come to a favorable resolution. If we have to involve every regulatory agency in the country, we will. We're asking that we don't go that far. Diamond has enough complaints on every agency board there is...

Wishing you a very Merry Christmas and a blessed New Year,
Linda & Ron Belsky

From: Elliot, Russell [mailto:Russell.Elliot@diamondresorts.com]
Sent: Thursday, December 28, 2017 9:07 AM
To: Ron Belsky
Subject: RE: Diamond Resorts International - Belsky - 9-13392497 - (CID:73mhqxrptptxrgtqjk)

Dear Mr and Mrs Belsky,

I thank you for your response and I have again endeavoured to address the complaints raised in my below response.

It is again stated that the finer details of the agreement were not presented to you but we would again highlight the purchase documentation, which stipulates the exact limits of your membership. It is even stipulated within the contract that everything is set forth and no other warranties will be honoured.

13. - NO WARRANTIES:

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, OR BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER IRREVOCABLY WAIVES, EACH OF THE FOREGOING WARRANTIES.

Whilst it is stated that we should inform sales and attendees that they are free to leave this is always the case, you cannot be held against your will by law and as such are always free to leave.
The Platinum only benefit of points against maintenance fees is clearly expressed as being only available to Platinum and is acknowledged by yourself within the purchase documentation. The statement that this detail was not present to be reviewed is undone by this documentation.

LB

usually are not available.

I/We understand that if I/we elect to use my/our points to pay part of my/our annual maintenance fees, the following rules apply:

1. **Only Platinum Diamond Loyalty members will be able to use their points for this benefit.**
2. **Redemption value for 2015 fees was $0.04 per point, but this is subject to change yearly.**
3. Saved points or borrowed points cannot be used toward the payment of maintenance fees.
4. Points for fee payments must be redeemed November 1 - December 31 for the following year's fees before the due date of the bill. This benefit is only available to Platinum members.
5. After January 1, points may not be exchanged for fee payments for that year's fees.
6. There is a $100 transaction fee, which is subject to change.

I apologise that you feel that I skipped over the issue of having a single employee responsible for your account and any benefits and bookings made. Whilst many of our sales agent continue to assist members this is not something that we recommend members to use. Rather than a single member of staff to assist, our club members have a team of thousands of staff on hand to assist with each aspect of their membership.

The issue of the clothes being damaged by the resort was not documented on your account and was handled by the resort. Should we have been provided details and evidence of this directly to our Hospitality department we would have been able to investigate this matter further.

In light of the clear documentation repeatedly issued at the point of sale and your clear acknowledgement of your understanding of this we remain unable to acquiesce to your request to cancel.

I trust that this clarifies our enduring position on this matter.

Kind regards
Russell Elliot

Russell Elliot | Customer Services Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

January 11, 2017

Mr. Elliot:

You continue to refer to the documentation and as I've already stated, this documentation was NEVER PROPERLY REVIEWED with us. We realize we signed lots of paperwork, but you also know that most people aren't given the time to read everything or they feel extremely rushed to get through the whole ordeal.

And though you state we cannot be held against our will, the sales reps at these meetings need to state OUT LOUD that the attendees can leave at any time. And yes, you need to let your reps know this little fact – the attendees feel like hostages! This is not verbalized and you have to pretty much make the reps mad to get to leave! And maybe, just maybe, the sales reps are telling us we have to upgrade in order to utilize so we stay to get details on that. It's all a game with your company. It's all manipulation. I understand how sales work, but this is taking things a little too far.

We depended on your sales reps – we depended on what was being told to us. You preyed on us, manipulated and deceived us.

As far as you apologizing for "skipping over the single employee (sales person) telling us they will be our 'go to' for planning vacations" – this really gets my blood boiling. If the "company" doesn't recommend it then you should tell your sales people to stop saying it as they push people to buy! This is definitely lying & misleading.

Then.....to say we should have gone to the hospitality department for resolution regarding the clothing damage is absolutely preposterous!! We did exactly what we were told to do by the resort management. That included sending a letter to the risk management group in Vegas. I shared that correspondence with you. It's not my fault it wasn't documented on our account – this is Diamond's responsibility. You're way off base here.

Please reconsider your decision or we'll be forced to take our complaints to the Attorney General, Better Business Bureau, ARDA, the FTC, the CFPB and anyone else who will listen.

Regards,

Linda and Ron Belsky

Ron & Linda Baskey
234 Maple Dr.
Plymouth, WI 53073

stamps.com
$1.60 0
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Office of Attorney General – Pam Bondi
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

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JAN 30 2018
Office of the Attorney General
Ft. Lauderdale Consumer Protection

GS / timeshare
AR

Kevin Greenway
25015 Pine Mountain Terrace
Corona, CA 92883
714 227-6786
Rsqmedic332@sbcglobal.net
January 31, 2018

Pam Bondi et al
Attorney General
Florida Office of the Attorney General
The Capitol PL-01
Tallahassee, FL 32399-1050

Dear Pam Bondi et al:

I am writing to as a tourist and a consumer of Florida who was recently defrauded of $3995.00 by the Diamond Resorts International Company. I know that this might not rise to the level of a major crime, but this appears to be a pattern of fraud that has been perpetrated upon visitors and residents of your beautiful state.

I have been a long time traveler and Time-share owner of over 20 years and was invited to attend a "presentation" while on a family vacation to the Orlando area from December 29, 2017 through January 5th 2018. I have been through no less than 15 presentations over the years and know exactly what to expect. I let the initial salesman know that we were here to look at their property but were not interested in purchasing additional time due to the increase in maintenance fees. Everything was amicable and prior to leaving the presentation a Mr. Michael Monlux approached us and said that he had a product that would allow us to utilize our current Time-share that we owned with another company, within their system as long as we purchased a "Sampler" plan that would allow us access into the Diamond Resorts System. This was something that we had never heard in 20 years of Time-share ownership and would save us a significant amount of money over time. The only catch was that we needed to book an initial stay at one of 33 specific resorts in order to "activate" our membership. This stay needed to be a minimum of three days. So, we purchased the plan with an initial payment of $500 and was told that we needed to wait 14 days before contacting them to book.

At 14 days, I called to book this initial trip and found out from the agent that what I had purchased was something completely different than what I had been told. This membership was not a membership and only allowed me to stay at the 33 resorts, no others. They also informed me that I

could not deposit my current Time-share points into the Diamond Resorts system. I immediately filed a claim with Diamond Resorts to have the contract annulled.

First I was contacted by staff at the sales site in Florida on January 17th regarding the issue. I explained to them what had happened and they said I would be contacted by their contract department to proceed. Then on January 25, 2018 I was contacted by a Mary Bini, a Senior Specialist and was told in no uncertain terms that she had a contract in hand and that I was just out of luck. She claimed that regardless of what I had been told, they had in writing that I was responsible for paying and had no other recourse but to pursue it legally. She explained that there was a 10 day period to reverse the contract and that had expired. The catch was that I didn't find out that I had been sold a lie until I tried to book a stay 14 days after signing.

After this happened, I did some more research online regarding Diamond Resorts and their conduct and found that this is a common occurrence and they do it without recourse. I am writing to you, in hopes that you would take up this matter that if left unchecked will continue to breed a disregard for the law and continue to affect future consumers and tourists of Florida.

Sincerely,

Kevin Greenway

Cc: Diamond Resorts Legal Associates, Las Vegas NV

K. Greenway
25015 Pine Mountain
Corona, CA 92883

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CA 926
01 FEB '18
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USPS CERTIFIED MAIL™

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Pam Bondi,
Attorney General
Florida Office of the Attorney General
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-702101

Copy

CSI Timeshare
AR

February 9, 2018

Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701-4717

To Whom it May Concern:

I am a member of Diamond Resorts International, 10600 West Charleston Blvd., Las Vegas, NV 89135-1014, a timeshare resort company with home offices in Nevada. As a member, I trusted that Diamond would deal fairly with me in regard to the law specifically in dealings with the IRS. We purchased "points based membership" with Diamond at the Daytona Beach Regency in Florida and subsequently at Bent Tree Resort in Branson, MO and Greensprings Resort in Williamsburg, VA. At sales presentations, we were told that vacation ownership mortgage interest was tax deductible. After purchasing, Diamond issued IRS Form 1098s to me for the tax years 2013, 2014 and 2015. While getting my tax documents together for the 2016 tax year, I did not have one from Diamond. After emailing them they said that tax documents would be forthcoming within the next few weeks. When I received a letter from Diamond, expecting the 1098, it was a statement of account not a 1098. Therefore, I was reluctant to take the deduction. When I inquired of Diamond why the change from issuing 1098s to a statement of account I was given the following explanation:

"Please be advised, mortgage interest on a personal, vacation timeshare is deductible. However, mortgage interest is interest secured by an interest in the property. Much timeshare debt is consumer interest, not mortgage interest, and would not be deductible. Therefore, in adherence to the tax regulations presented, if you possess consumer interest; i.e. point-based membership; the 1098 will not be required, nor Diamond Resorts International® will forward any documentation associated."

After doing additional research of IRS tax rules for the 2013-15 in regard to mortgage deductions, I found that it was not allowed in any of those years. Diamond did correct the problem for the 2016 tax year but did not take responsibility for its deceptive practice of telling prospective customers of the ability to deduct the interest while issuing fraudulent 1098s during those tax years. I have been in a contract dispute with Diamond over this issue since the end of October 2017. As stated above, Diamond has taken no responsibility for its deceptive sales practices or its unlawful issuance of the 1098s while knowing such was not allowed. This may have put me and other customers of Diamond in jeopardy with the IRS. I have filed a complaint against Diamond with the IRS by filling out IRS Form 3949-A.

As a taxpayer, I am expected to lawfully abide by IRS tax rules or am subject to prosecution with possible fines. The contracts I signed with Diamond compel me to pay or be hounded by calls and letters threatening my credit. I do believe that a corporation should be held responsible to follow the same rules and laws that individuals are expected to follow. I believe that Diamond is in breach of contract by not dealing with me in good faith by deceiving me with this issue.

Sincerely,

Ernst L. Kordgien
6250 NE 156th Ct
Williston, FL. 32696
Phone: (352) 528

CC: Office of Attorney General State of Florida, The Capitol PL-01, Tallahassee, FL 32399-1050
State of Missouri, Office of the Attorney General, Supreme Court Bldg., 207 W. High St. P.O. Box 899, Jefferson City, MO 65102
Office of the Attorney General, 202 North Ninth St., Richmond, VA 23219

Copy

February 9, 2018

Benjamin La Luzerne, in-House Counsel
Diamond Resorts International
10600 W Charleston Blvd
Las Vegas, NV 89135-1260

Re: Loan 002340158 CSV

Mr. La Luzerne:

Please be advised that I have reluctantly paid the outstanding loan amount and maintenance fees for the current year. While I still maintain that Diamond fraudulently issued IRS Form 1098s for tax years 2013 through 2015, I committed to paying when I signed the contract and my honor is important to me. I thought that by pointing this out, Diamond would take responsibility for its deceptive practices, and we could part company with no hard feelings on either side. It is apparent to me that that is not the case. I am expected to honor my contract while Diamond does not share those values.

Please be aware that while I have paid Diamond and am currently up to date, I am not through with this issue that you deemed closed. I am filing a complaint with the Attorney Generals of Nevada, Florida, Missouri and Virginia about the deceptive practices of Diamond in claiming that the "mortgage interest" was tax deductible and following it up by issuing fraudulent 1098s while knowing full well that points based memberships is consumer debt thus not deductible under IRS rules. I have also filed Form 3949-A with the IRS showing that Diamond issued 1098s to me during the years mentioned above. While Diamond did change this practice in the tax year 2016 by issuing a statement instead of the 1098, it never informed me about this change or taken responsibility for its deception.

I hope that the casual way that you blew off my concern and complaint by deeming it a closed issue while not even addressing it, causes you to take it more seriously in the future. Anytime an individual or corporation doesn't lawfully take its obligation to fairly pay taxes it hurts us all. Diamond is not above the law, and I believe you put your costumers in a real bad position with the IRS by your deceptive practices.

Sincerely,

Ernst L. Kordgien
6250 NE 156th Ct
Williston, FL 32696

Phone (352) 528-3768

CC: Office of the Attorney General of Nevada, 100 North Carson St., Carson City, Nevada 89701-4717
Office of Attorney General State of Florida, The Capital PL-01, Tallahassee, FL 32399-1050
State of Missouri, Office of the Attorney General, Supreme Court Building, 207 W. High St., P.O. Box 899, Jefferson City, MO 65102
Office of the Attorney General, 202 North Ninth St., Richmond, VA 23219

UF Ernst L. Kordgien
6250 N.E. 156th Court
Williston, FL 32696

OFFICE OF ATTORNEY GENERAL
THE CAPITOL
PL-01
TALLAHASSEE, FL 32399-1050

(S/Timeshare
AR

February 7, 2018

Thomas Blankenship
Barbara S. Blankenship
100 Lavender Lane
Starkville, MS 39759
662-268-8607

To Whom It May Concern:

We have been disputing my membership and contracts with Diamond Resorts International and wish bring it to a final close. We have asked that they cancel our contracts as I was completely misled and deceived. We acquired this timeshare believing it to be a sound investment and believing we could use when and how I wished as that was what was promised. I was told false information in each sales presentation and I believe we are victims of timeshare fraud.

We sent a letter to them back on October 24, 2017 and again on December 4, 2017 and have not heard anything from Diamond Resorts International. I have attached the letter sent both times for your convenience. They have no issue ignoring my concerns and issues. I have since received calls and billing statements threatening the foreclosure of our account and/or credit damage that will begin due to my delinquency.

I am asking that your agency aid in resolving this issue. I am willing to give written statements to help in this matter. I simply want the ownership and any debt cancelled with a refund of my money. Please contact me with any further questions and or suggestions.

Thank you,

Thomas Blankenship
Barbara S. Blankenship

Thomas Blankenship
Barbara S. Blankenship
100 Lavender Lane
Starkville, MS 39759
662-268-8607
Contract #: 17394792 // Member # 9-802081

Diamond Resorts International
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Attn: Cancellation Department

In June 2000, we were visiting the Plantation at Fall Creek, a Sunterra Resort timeshare, with relatives who owned a timeshare with Sunterra (they have subsequently assigned their timeshare back to Sunterra/Diamond Resorts because of their dissatisfaction with the organization). We were there because we accepted an invitation to attend a presentation by another timeshare company. After attending the presentation for a couple of hours, we signed a contract to purchase the timeshare for $10,000. After our return to our relatives, we discussed the purchase and our relatives took us to talk with their Sunterra representative. The rep discussed benefits of their company and told us we had not made a good purchase with the company. We finally decided to purchase with the Club of Sunterra. We purchased 1 week at the Branson, MO site. Sunterra did all the work cancelling the first purchase.

In early 2016, we decided to go to Florida for a week. When we arrived, we attended the obligatory owner's update meeting. We were told the meeting would last no more than 90 minutes. The presentation ended up lasting almost 3 hours. We were assured that by upgrading to Silver status, we would receive preference at our time of booking – this has proven to be untrue. We were also told this would be an excellent reward for our children at our death or disability. We were promised we would be assigned a personal advisor to help with any issues that arose. We felt extremely pressured and it got worse when we declined. It seemed that when we declined, they were able to come up with better deals for us.

During the initial conversations, the representative shared a story about a couple who had not gotten the upgrade notifications and the company was obligated to give the upgrade to them since they had not been informed. We asked the sales representative, Peter Bagnato, to show us what this would cost. He came back with an offer that was very expensive and we declined. He asked to be excused to go speak with his manager. Upon his return, he indicated that they had reviewed our case since our initial purchase with the Club at Sunterra and found that several "special" offers had been extended to us to upgrade at a "special" lower rate and asked if we remember receiving these offers. We indicated that neither of us had received the offers. He then left again to talk with his manager. Upon his return this time, he indicated his manager approved him reissuing these offers and that we must decide on upgrading during this meeting. After speaking with other couples, we learned they were offered the exact same thing so in actuality, there was no special offer created just for us.

This last meeting was quite exhaustive. We were offered a DR credit card and were told that by using this card, we would accumulate resort points that could be used in paying annual costs – this was an outright lie. We were continually guaranteed this was an excellent investment. We asked about the

annual fees associated with the upgrade and were told the fees had not gone up in several years and they did not expect them to increase anytime soon. One of the reasons we chose to upgrade was they stated Diamond Resorts was in the process of purchasing a number of resorts in New England and Canada. These were places we were very interested in traveling. They did not follow through with this promise.

After investing over $60,000, not being able to book the resorts we are interested in and our "personal advisor" never being available, we are requesting immediate termination of our contracts and a refund on our investment thus far. I am seeking a resolution to this matter within 30 days.

Thank you,

Thomas Blankenship
Barbara S. Blankenship

Stamps.com

$0.47 0

US POSTAGE
FIRST-CLASS
062S0008567473
FROM 37204

B66292.22

Office of Attorney General – Pam Bondi
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

33301-500110

CS/ timeshare
AR

Office of the Attorney General

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

Consumer Contact Form

The contact information MUST be provided as we correspond via U.S. mail. *Incomplete forms cannot be processed*. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:

Miss/Ms.
Mrs./Mr. Pykor Diane M
Last Name, First Name, Middle Initial

1001 Starkey Rd Lot 609
Mailing Address

Largo
City, County

Fl. 33771
State, Zip Code

727-450-9367
Home & Business Phone, including Area Code

dianemarie727@gmail.com
Email Address

Complaint is Against:

Diamond Resort Int
Name/Firm/Company
Attn Club Inventory Dept

10600 West Charleston Blvd
Mailing Address

Las Vegas
City, County

Nevada 89135
State, Zip Code

305-865-9555
Business Phone, including Area Code

www.Diamondresorts.com
Business Email or Web Address

Total 34,419.60

Product or Service involved: Timeshare Amount Paid: $ 3,480.00 + 193.00 monthly

Date of Transaction: Sept 15 2017 I was contacted X Telephone X Mail ___ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: NO

(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 indicate if you are over the age of 60. Penalities can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☒ No

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

Please explain your complaint. Attach additional sheets, if necessary.

I went to Liki Tiki Village where I owned a week. the name Isle Bali - ~~(with name on the building so it)~~ Look like diamond resort. interval.
They asked me to go to sales presentation. They would give me a VISA for $100 I had no intention of buying anything, at the time I made $11.00 an hour and worked only 3 day a wk 8 hr shifts. This guy Carl Lundquist made me think I was adding to the time I already owned. ~~We~~ thought I would only pay a small fee for an addition. I did not realize I was saling my time share and buying one I can not afford. 4-5 Times the price I paid 25 years ago. I live very modestly in a manufactured home. My yearly salary is 13-14,000.00 a year. He wanted me to use my IRA to pay for the time share but, I need this to survive. Many attorney's have wanted to take my case, but they want money too. My education is not good. I signed everything but not sure I understand fast talking sales person. 401K is only 50,000.00. Please advise me the monthly automatic 193.00 my lot rent $321.00 Also 3,480.00 I am scared I am on food stamps & medicaid. Please Help me.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Diane Pyko Date: 2-19-18

Diane Pykor
1001 Starkey Road Lot 609
Largo Fl 33771

TAMPA
FL 335
20 FEB '18
PM 9 L

Office of the Attorney General
PL 01. The Capitol
Tallahassee Fl 32399-1050

32399-105099

CS/Timeshare
AR

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Hopkins Kevin R Last Name, First Name, Middle Initial	Diamond Resorts International Name/Firm/Company
151 Concert Ct Mailing Address	10600 W. Charleston Blvd Mailing Address
Freeport, Walton City, County	Las Vegas City, County
Florida 32439 State, Zip Code	Nevada State, Zip Code
850-218-1991 Home & Business Phone, including Area Code	702-684-8000 Business Phone, including Area Code
Krhoppy@embargmail.com Email Address	www.diamondresorts.com Business Email or Web Address

Product or Service involved: timeshare points sale Amount Paid: $ 14,100

Date of Transaction: 15 Jan 2017 I was contacted by: ____ Telephone ____ Mail ✓ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: Better Business Bureau

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☒ No

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

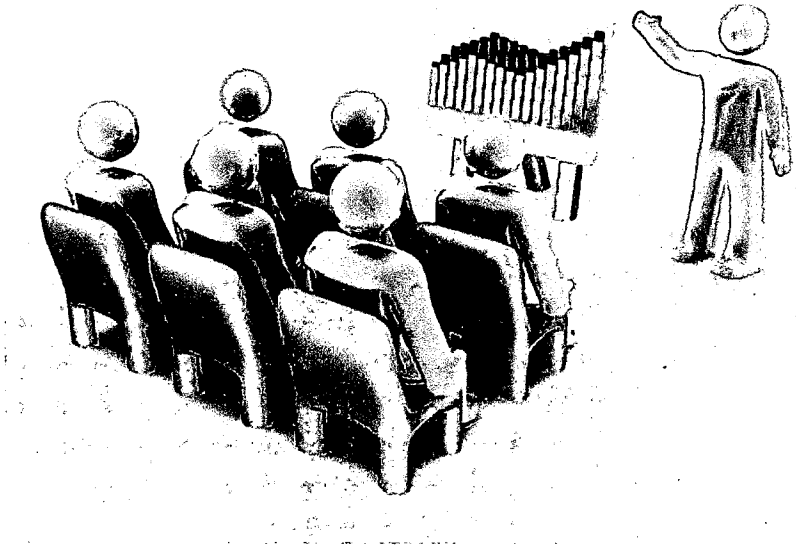
Please explain your complaint. Attach additional sheets, if necessary.

Please see attached BBB complaint and article we wrote for inside timeshare about the bait + switch decert we endured by DRI agent Sofiane Mannai. Our experience meets the FBI definition of white collar crime.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____ Date: 1 Mar 2018

Diamond Apollo Points – An Investment Opportunity!
Think Again!



March 2, 2018

By Kevin Hopkins, Retired Air Force, Electronic Warfare
And Brenda Hopkins, Prior Air Force, Avionics

Promissory Note $11,643 @ 16.99%

Our Diamond ownership:
Liki Tiki Orlando FL, deeded week with 2250 points (4500 every odd years)
Purchased in 2010 for $10,971. Paid in full.
Maintenance fees are $747 annually.

Jan 15, 2017 we purchased an additional 3000 points at Grand Beach Resort, Orland FL. Name of the Sales agent was Sofiane Mannai.
The purchase Price was $14,100.00.
That included a $2,951.00 charged to a Barclay card issued the same day.
The remaining $11,643.00 was financed through Diamond Financial Services.
Maintenance fees are $960.00 annually.

https://www.youtube.com/watch?v=zAkBlfyhVYQ&feature=youtu.be

On January 15, 2017 my wife and I agreed to pay $14,100 to purchase 3000 points in a Diamond Resorts' Timeshare. After about a month, we realized things were not quite right. After a year, I was realizing just how bad of a mistake we had made. It's true, we had agreed to make this purchase. It's true we had signed a contract. The thing is though, almost everything we were told at the sales pitch was NOT TRUE.

And we are not alone. In January and February of 2018 alone, there have been 31 similar complaints filed by Active Duty Military or our Military Veterans. Some of their stories are chilling. All of their stories should be a major concern as some of our older veterans are tricked into losing most, if not all, of their retirement income. Some Active Duty members are in or near to being in foreclosure, affecting their Security Clearances and careers. Many of their stories can be found on insidetimeshare.com such as this one by former Navy member, Scotty Black. In it, he also links several more. Note that the number of complaints he refers to has gone up since.

http://insidetimeshare.com/fridays-letter-america-36/

These 31 complaints are just the ones I know about, and are just the Military or Veteran complaints. Many more have fallen victim to aggressive Diamond timeshare sales tactics. If you have been reading insidetimeshare.com articles, then you probably know that there was a lawsuit against Diamond Resorts International in Arizona in which a settlement was reached.

https://www.azag.gov/press-release/attorney-general-brnovich-announces-800000-settlement-diamond-resorts

It was for the same sales misrepresentation that I experienced in Jan 2017. Now there is another class action lawsuit being filed against Diamond, this one in Nevada, where the Diamond headquarters is located.

https://www.insidethegate.com/2018/02/major-developer-sued-for-alleged-violation-of-securities-act-of-1933/

What Happened to Us!

https://www.youtube.com/watch?v=zAkBlfyhVYQ&feature=youtu.be

On January 15, 2017, we went to Grand Beach Resorts in Orlando Florida where we met with sales agent Sofiane Mannai. We told him that our biggest complaint about our Liki Tiki Time Share was the rising maintenance fees, which are over $700 a year for points we rarely ever used.

Mr. Mannai told us that we could lower or even eliminate our maintenance fees if we bought 3000 more points. He told us that with 3000 more points, we would become Platinum Members because we would then be over 5000 points (because we already owned 2250 points bought at Liki Tiki). As Platinum members, we would be able to sell back unused points at a rate of $.50 per points. This money could then be used to pay on our maintenance fees, or whatever we wanted to do with it. Mr. Mannai told us that this was a new program being implemented by Apollo Global Management who had recently purchased Diamond Resorts International. He said Apollo wants Diamond members to feel that their Diamond points are more of an investment then a prepaid vacation that you may or may not use. He went on to say that Apollo (or Diamond) loves to buy back points at this price because they can turn around and resell them for $8 or $9, it is "free money for them".

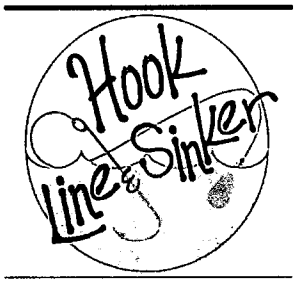
We asked him how much our maintenance fees would go up if bought more points. He said, "With 3000 more points, your fees would likely double, but think about it, if you sell back all 5000 of your points for 50 cents a point, that is $2500. You'll be able to pay all of your fees with that and still have some leftover. Where else could you get such a good return on your investment, but you have to be at platinum to use this program "

Let me back up at this point and say that we enjoyed our Liki Tiki timeshare when we used it. Problem was, we rarely used it, so we always had points left over. This was a way for us to keep our Likit Tiki time share and use it if we wanted too. Then, during the years that we didn't use it, we could sell back the points and avoid the maintenance fees. This would be perfect for us.

However, Mr. Mannai wasn't done, he went on to tell us that if we were not happy come January 2018, DRI will buy back our points. This was another Apollo

initiative because Apollo wants happy investors. They would rather take back the points and sell them to someone else who would be happy to have them. Also, Diamond points are going to be easier to use because Apollo is so big, travel sites are going to start using them like currency. All the major travel sites will have an option to pay for their services using Diamond points instead of something like a credit card.

He also gave us a timeline that Apollo would be rolling out these changes. This was done verbally of course; he did not put this in writing. I only remember it because I wrote it down at that meeting so I would remember it. I now suspect that this timeline was just a way to ensure that we waited past the rescission period before we tried to complain. The points as currency program was scheduled to begin March, 2017, the $.50 per point buyback option would be launched in June 2017, and of course there was the buy-back program coming in January 2018. "These programs are still being implemented by Apollo, so it will not be in your paperwork," Mr. Mannai explained. He also said we were lucky to be receiving this offer now, before Apollo's new benefits come out, because the price will certainly go up once that happens.



Yeah, we fell for it. We fell hard. We spent $14,100 on an additional 3000 points.

Our first surprise came about a month later when the additional points showed up in our account. To our surprise, we were not Platinum members. We did not have one account with 5250 points. Instead, we now had two accounts. The original bought at Liki Tiki with 2250 points and the additional 3000 points became a second account.

And so the phone calls began. Since then we have learned that 5000 points will not get you Platinum even if they were all in one account. It requires 50,000 points to be platinum. The accounts cannot be merged because they are vastly different, one being a deeded account and the other being a US Collections account. You cannot combine the points even to use on the same vacation, I have tried.

There is no program to buy pack points at 50 cents a point. There is no program to buy back timeshares from unhappy owners. There is no travel site that takes Diamond points as currency. The only honest thing Sofiane Mannai told us was that our Maintenance fees would double. They actually more than doubled. He even introduced himself as an Apollo Customer Service Representative. Pretty

sure that was not true either. Furthermore, there is absolutely zero resale value for a diamond timeshare, so we can't even unload it.

And the hits kept coming… Since we bought the 3000 points while it was early in 2017, we had to pay the 2017 maintenance fees. So in March we got a bill for $956.

In November 2017 we received a bill for $960 for the 2018 maintenance fees on the 3000 points and course the $747 for the timeshare bought at Liki Tiki.

Alas, there was good news coming our way. In January 2018 I began talking to Diamond employee, Amanda Rody. She said we could finally merge our accounts. All I had to do was purchase 2500 more points. If I didn't, our accounts would stay separate, I would have them FOREVER, and at least of them would be passed on to my children along with the maintenance fees. We did not do this, but we still have her offer in an email.

**"Thank you for calling Customer Service.
If you're calm and rational, press 1.
If you're a whiner, press 2.
If you're a hot head, press 3...."**

So, what do we do?

I started doing a lot of research and like I said, we are not alone. Eventually, I found this Facebook group.

https://www.facebook.com/groups/DiamondResortsOwnersAdvocacy/

There are literally hundreds of members in this group with similar stories. If you are reading this and have an experience with Diamond, this group is worth a look.

We have gained the interest and support of **Whistleblowers of America**, an organization that seeks justice for military and government employees.

https://whistleblowersofamerica.org/

On January 27, 2018 we filed a complaint with Diamond. We asked for a refund of our down payment, the monies paid thus far on the loan, and the 2017, 2018 Maintenance fees. It was immediately shot down with the typical "Sorry, but you signed a contract" response. They even scanned in little pieces of the contract I signed to show me what I signed. Diamond is hiding behind the fine print of the contract to side-step the true issue of their sales agent's misrepresentation.

A little more research and it turns out that what we experienced meets the FBI's definition of white-collar crime, Financial Institution Fraud, defined as "deceit, concealment, violation of trust and bait and switch." **The FBI has advised timeshare buyers who feel they were a victim of bait and switch of a serious nature, to file a complaint at IC3.gov and to file a complaint orally by contacting their local FBI field office (prompt #4, then prompt #3 white-collar crimes).**

We have filed a complaint with the Better Business Bureau.

If we had known about the Arizona Lawsuit linked above, we may have been able to file for the relinquishment program that was part of the settlement. Our timeshare was purchased just within the window to qualify, but we did not find out about it until after the deadline to file.

We will however, be filing a complaint with the Arizona Attorney General's Office, as well as the Florida State Attorney General's Office since that is where we purchased the timeshare. Since the Nevada lawsuit has also come to light and Diamond's headquarters are located in Nevada, we will be filing with the state of Nevada also.

We are looking into how to file with the Military Complaints Board because there are protections that can and should be put into place to protect our Military and Veterans from predatory companies like Diamond Resorts International.

Better Business Bureau® Find your home location

Find What are you looking for | Near city, state or zip | SEARCH

BBB CASE#: 90149984

*** Your recent additional information has been recorded, and will be reviewed by BBB.

This complaint has been closed. If you have more information to provide to BBB regarding this complaint or need to upload a document, please click **here**. ***

Complaint filed by:

Consumer Info

NAME: Kevin Hopkins
DAY PHONE: 850 218-1991
ADDRESS: 151 Concert Court 32439
Freeport, FL
EVE PHONE: -
CELL PHONE: -
EMAIL: krhoppy@embarqmail.com
FAX: -

(Less)

Complaint filed against:

Business Info

NAME: Diamond Resorts International
ACCREDITED BUSINESS: NO
CONTACT: --None--
ADDRESS: 10600 W Charleston Blvd
Las Vegas, NV 89135-1260
PHONE: 702 684-8000
FAX: -
Website: www.diamondresorts.com

(Less)

Complaint status:

Activity

Date	Activity	Description
02/22/2018	More info received from the consumer	These sales agents spend hours making their pitch. Then when you are good and tired of being there, they push the closing documents through you as fast as they can. There is no time to read it, it's being rapidly force fed to you. You don't get to call a financial advisor, you don't get to call a lawyer. They make you feel like you don't need to anyway because all the while the sales agent is right there reassuring you that what you are signing is exactly what they have been preaching for the last 4 hours. As I stated in the original BBB complaint, our sales agent told us that the programs were being changed by Apollo who had just taken over Diamond. As we were signing an initialing, he was assuring us that we would be notified as the changes were implemented. The Quality Assurance representative just has you initial stuff saying it was basically the same as the documents you already signed. At least that is what ours did. He didn't ask anything about what the sales agent told us. Diamond did contact me directly, but I am far from satisfied. Now Diamond is hiding behind the fine print of the contract to side step the true issue of their sales agent's misrepresentation.
02/14/2018	Inform Consumer of Business Response INFO ONLY	
02/13/2018	Case Closed INFO ONLY	
02/13/2018	**Receive Business Response**	* Please see attached documents. Mr. Nogales, Please see the attached formal response to this complaint. Should you need anything further, please do not hesitate to contact us. Best regards.
01/31/2018	Notify Business of Dispute	
01/31/2018	Send Acknowledgement to Consumer	
01/30/2018	Case Reviewed by BBB	

For Consumers

File a Complaint
BBB Scam Tracker
File an Auto Warranty Complaint

For Businesses

Become Accredited
BBB EU Privacy Shield

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BBB Wise Giving Alliance
BBB Institute for Marketplace Trust
Advertising Self-Regulatory Council

Hopkins
151 Concert Ct
Freeport, FL
32439

1000

32399

U.S. POSTAGE
PAID
NICEVILLE, FL
32578
MAR 05, 18
AMOUNT
$1.42
R2305E124256-18

Office of Attorney General
Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, FL
32399-1050

SEE ATTACHMENT

3 PGS.

Office of the Attorney General

(S) timeshare

AR

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. HART-BREWER, GAY Last Name, First Name, Middle Initial	DIAMOND RESORTS Name/Firm/Company
29210 CAMINO ALBA Mailing Address	10600 W. CHARLESTON BLVD Mailing Address
MURRIETA City, County	LAS VEGAS City, County
CA 92563 State, Zip Code	NV 89135 State, Zip Code
Home & Business Phone, including Area Code	702-804-8600 Business Phone, including Area Code
GAYHART888@GMAIL.COM Email Address	WWW.DIAMONDRESORTS.COM Business Email or Web Address

Product or Service involved: TIMESHARE Amount Paid: $ 67,941.03

Date of Transaction: SEE ATTACHED I was contacted by: ____ Telephone ____ Mail X Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: BBB, FBI, CA ATTORNEY GENERAL, NV ATTORNEY GENERAL

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☒ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

ELDER ABUSE
BAIT & SWITCH = WHITE COLLAR CRIME (FBI)

REPEATED ORAL MISREPRESENTATION HID BEHIND FINE PRINT OF WRITTEN DOCUMENTS NEVER SHOWN TO US

FALSE PRETENSES HAVING US ATEND MEETINGS

REPEATEDLY TOLD THEM OF OUR FINANCES AND HUSBAND'S POOR HEALTH. GAVE US FALSE INFORMATION RESULTING IN MORE FINANCIAL BURDEN ON US.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Gary Hart-Drewer Date: 03/06/2018

Gay Hart-Brewer, 74
Cell: 619-818-0477
Edward Mayhue Brewer, 74
Cell: 760-445-3110
State of Residence: CA
Prior Monarch Owner

March 6, 2018

Florida Attorney General

My husband and I have been victims of elder abuse and fraud by Diamond Resorts, headquartered in Las Vegas, NV. This began in 2013 when our original deeded timeshare, Monarch was bought by Diamond.

At that time we visited the Capistrano Beach Resort and were told our deeded Monarch week was worthless unless we bought Diamond points. We were never told of the option to deed back the week to DRI.

Their fraud continued later in 2013 and again in 2016 as summarized below.

This was the 1st contract that was executed based on their fraudulent claim that Monarch was worthless:

June 24, 2013
Member #2354116
Contract Number: 17445162
3500 points purchased
Location: Riviera Beach & Shores Resort, Capistrano Beach, CA 92624
Sales agent: Michael Dubio
Sales agent: Karen - 38060 Gordon Bender
Purchase price: $12,740
Maintenance fee $2,001
Loan: $10,516

The 2nd Contract in August 2013 was based on another fraud!!!!

At first Capistrano visit, Diamond advised us to return for "new member orientation" to learn how to use the Diamond points.

At this meeting I told Damon I wanted to sell our timeshare points online to pay for the maintenance fees and loan payment. He said it wasn't allowed but he would privately show me how to do this and gave me his cell number. I called numerous times and he never answered. Damon told us when we upgraded we would have access to multi-million dollar homes. We could rent those for a week @ $10,000 and he would show me how when I called his cell.

Aug. 8, 2013
Member #2354116
Contract number: 17706119
7000 points purchased

Location: Riviera Beach & Shores Resort, Capistrano Beach, CA 92624
Sales agent: Steven T. Ginsburg, VP of sales
Sales agent: Damon Thomas phone: 818-472-6449
Promissory note #24991794
Purchase price: $22,975.20
Loan: $20,305
Maintenance fees $1,115.52

At a visit to Las Vegas we purchased contract #3. Which was another bait and switch. We were repeatedly told we could sell our vacation points and rent our points. At this point my husband was diagnosed with a serious heart condition and we needed to sell points to make payments. We learned we have been lied to over several presentations now knowing Diamond vacation points are worthless if a member needs to sell.

February 11, 2017
Contract #17706119
Member #2354116
10,000 points purchased
Location: Polo Towers, Las Vegas, NV
Sales agent: Rebecca Zullo phone: 702-715-5898 rebecca.zullo@diamondresorts.com
Sales manager: Matthew Gutierre
Purchase price: $31,000
Down payment: $6,350.00
Maintenance fees: $1,685

Contracts were wrapped to:
New loan amount: $24,650
Existing loan: $28,714.64L
Total financed: $54,114.64
Monthly payment: $793.38

We were told at this presentation if we left early we would be charged for our stay. I told them emphatically Ed's health was fragile and we couldn't afford this upgrade. If he died I'd never be able to pay for any of this and was afraid I'd lose my home. The result was more pressure.

Contract #4 was the result of being defrauded based on Adrian Moen assuring us our heirs would not be responsible for all of our timeshare points if we upgraded and that Diamond would sell it for us. This benefit was already available. We were told to put the contracts in Ed's name and I would not be responsible for anything upon his death.

June 28, 2017
Contract Name: Edward M. Brewer
No member # assigned
Contract #17770831
17,000 points purchased
Purchase price $53,720
Down payment: $11,249
Monthly payment: $625
Maintenance fees $3,303
Location; Mystic Dunes
Sales agent: Adrian Moen #48875 cell:321-231-3131
Sales agent: Joaquin Boadella cell: 407-353-3423
Sales Manager: Christopher LeBlanc cell: 321-917-6332

B. Gay Hart-Brewer
29210 Camino Alba
Murrieta, CA 92563

SN BERNARDINO CA 924

07 MAR 2018 PM 4 L

USA FOREVER

OFFICE OF ATTORNEY GENERAL
STATE OF FLORIDA
PL-01, THE CAPITOL
TALLAHASSEE, FLORIDA 32399

32399$6591 C001

CS/timeshare
AR

Alonzo and Sarah Moody

26 Emerson Avenue

Paterson, NJ 07502

Florida Office of the Attorney General

Pam Bindi

The Capitol Plaza #01

Tallahassee, Florida 32399-1050

March 18, 2018

Dear Ms. Bindi:

My husband and I are writing about our membership experience as Diamond Resorts, International vacation club members. This has been the worst decision we have made in our lifetime. We are retirees that have worked very hard all our life. We have never been wealthy and now we live on fixed incomes. Throughout our life, we have always paid our bills. To date, we have used much of our retirement savings, bank savings and credit cards to make ends meet. We are on the brink of financial ruin! We want out of this financial obligation and want our contracts deemed void. Others must be warned about the perils of vacation ownership with this company. Diamond Resorts, International, operates with deception and high-pressure sales tactics to lure families with the promise of affordable vacations. The company sustains itself by badgering, harassing, and scamming owners to purchase increasingly expensive levels at unreasonable yearly maintenance fees. It is a lucrative business at the expense of wrecking the financial status of many moderate income individuals.

We joined the Hawaii Collection of Diamond Resorts in 2014 after friends gifted the trip to my husband in celebration of his retirement. Our friends knew that my husband had been stationed on Oahu during his US Air Force military service during the 1960's.

Timeline: July, 2014- Ka'anapali Shores/ Beach Resort-**Lahaina, Maui** – We purchased 7,500 points for $30,375.00 from salesman, Tyler.Sullivan@diamondresorts.com - 808.661.2000 X402. In August, 2015, I received a call from Dennis, 1-888-822-8262 X10296 at Financial Services to inform me that we purchased at about $4.05 a point and that we were not at a full ownership level and that the 18 month price freeze was coming to a close. In Lahaina, there was no information given about a price freeze and it is nowhere in the contract. Dennis stated that there would be no guarantee that the price would not rise to $6.00 a point. My response was that we have set payments at this level and signed a contract. He stated that if we didn't pay in full at the point level that when we do book a vacation, we will have to pay the difference in point value. I didn't know what to do with this information. I felt sucker-punched and didn't dare tell my husband.

January 16, 2016 – Invitation to a Members Update- **Dinner Meeting at the Hilton, Hasbrouck Heights, NJ** – Again, we were told that full **Silver status** was 15,000 points and since Dennis (Aug 2015) from Financial Services did not send a new contract or a letter to decline the offer, we would be given a chance to purchase Silver level at a reduced price before the price per point doubled. We wanted to honor the investment already made although the company was not fully transparent and truthful about our initial purchase. I poured over the initial paperwork to see if we were at fault for not understanding the information. We were not at fault. It was deception on the part of the company.

May 19, 2016 – Greensprings Vacation Resort - **Williamsburg, Virginia -Complimentary get-away** We met with salesman, Michael.Minkoff@diamondresorts.com 757-768-3160, cell or 757-220-1200 Although we had transferred our Hawaiian collection to the US mainland, the maintenance fees remained high. We told Mr. Minkoff of our concerns. He then stated, "Why are you spending money to purchase a vacation?" "You can save your own money for vacations." "You can sell your points but you need to get to **Gold status** at a cost of **$86,057.42** for this benefit. He later said that "we should have been given this option and that it wasn't fair that it is given to some owners and not others." He asked if we could pay approximately $1300.00 a month for six months and to call him in October, November to remind him to send the paperwork for the **buy-back** of our points. He said the paper work would be submitted in December. Finally, he asked that we "keep this information to ourselves and to not tell anyone." Needless to say, he never answered our phone calls to his cell phone or my written note to him in the mail. Looking back, he had perfected this scam and we were his victims. We were stuck!

***** The salesmen and saleswomen at both Greensprings and Powhatan Resort in Williamsburg, Va. use this untruth of a buy-back to make sales to the next level of points. Other evidence of this scam is** on websites such as http://www. insidetimeshare.com and https://www.trustpilot.com. The **salespeople seem to act with impunity. If this is so, shame on the corporate leadership at DRI. At the least, DRI is complicit with the actions of its sales staff and at its worst, criminally wrong in defrauding people out of their hard earned money.**

September, 2016 – Polo Towers, Las Vegas, NV.

During vacation with our son and daughter-in- law, my husband and I attended an owner's meeting where I walked out leaving my husband. The salesman continued to pressure us to purchase at a higher level . The salesman followed me to the elevator and I screamed that no matter how he configured payments, we could not afford any more debt. Later, he and my husband agreed to a Sampler package to experience vacations at the Platinum level. We never used this package at an additional cost of approximately $4,000.00

March, 2017 – Diamond Dream Holiday –Mystic Dunes Resort & Cruise -Celebration, Florida During most of 2016, my husband was diagnosed and treated for cancer. Also, during this time, my sister became totally dependent on us after she was diagnosed and continues to battle stage 3 cancer. We are both retired, living on a fixed income and in spite of these revelations, saleswoman, Shewanneh Morehouse, cell phone; 407-485-8106 or 407-396-1311; Shewanneh.Morehouse@diamondresorts.com was intent on making the sale to get us to the Platinum level. We were in this meeting for more than five hours! We relented because she stated that we could use our points to pay the maintenance fees among other benefits like "contract forgiveness " if one of us should die." We cannot afford the Platinum level. The specifics for the contract forgiveness are so stringent that for this to happen, it is nearly impossible. The salespeople play on your emotions and fears. They are sharks that use deception and half-truths. It appears that some Diamond Resorts personnel operate with little or no conscience and without accountability. **After paying the monthly "mortgage" loan amount and yearly maintenance fee of $8,637.96, there is no money left to take a vacation.**

Perhaps there are many other Florida residents that have been trapped or have fallen prey to the business predatory tactics of Diamond Resorts International. It may be too late for my husband and me. Please blast an alarm throughout our state and country to prevent others from being deceived into purchase of such timeshare vacation plans from DRI. Thank you.

Sincerely,

Sarah Moody

Sarah Moody

Alonzo Moody

Alonzo Moody
26 Emerson Ave
Paterson, NJ 07502-2027

DV DANIELS NJ 070

23 MAR 2018 PM 3 L

Florida Office of the Attorney General
Pam Bindi
The Capitol Plaza #01
Tallahassee, Florida 32399-1050

32399$1050 C001

CS/TS points

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. BRUST, Sheilah, L. (Last Name, First Name, Middle Initial)	Name/Firm/Company
18 WESTCOTT RD (Mailing Address)	Mailing Address
TROY, Renssleat (City, County)	City, County
New York, 12182 (State, Zip Code)	State, Zip Code
518-235-1123(H) 518 265 3521(cell) (Home & Business Phone, including Area Code)	Business Phone, including Area Code
Sbrust@NYCap.rr.com (Email Address)	Business Email or Web Address

Product or Service involved: TimeShare Points Amount Paid: $ 55,989.00

Date of Transaction: 2/4/2017 I was contacted by: ____ Telephone ____ Mail ✓ Other

Have you retained an attorney? ☐ Yes ☑ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: FBI, BBB, Attorney General NV, DBPR, FTC, ARDA, Diamond Advocacy Barclay Bank

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☑ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

ATTached is Some of the evidence we have.
Feb. 4, 2017 My husbond Thomas Brust age 71 and I age 68 attended updates for Diamond Resorts because it was to inform us of new things happening with the Company since Apple purchased. It ended up as a Sales pitch and con. We were told by our Salesman Brad Leslie he had just come back from Orlando training on new program. I have attached his drawings. He explained after a period of 10 years we would pay $86,310.00 in maintenance fees so we could take the money we save each Month and purchase more points. First pitch was 25,000 points and then 15,000 points. That would give us 65,000 points and company would Match that with another 65,000 points. If we did not use the 15,000 points we bought we would not pay fee's on them. He would keep in Background. Attached is copy of Bill for those fee $2620.51 and a copy of Check That was sent to pay us for those 15,000 points.
After many times asking him to go over all this again before the 10 days to cancel was up I guess we chose to believe him. (By Mistake) He had $26,000 put on new Barclay Cards before he even told us he did that. We did fill out Credit form but thought it was to see how much Credit Barclay would give us. We had never discussed a down payment and was Shocked when he came and told us Barclay loves you guys. I dont understand why Barclay would open new Cards in that amount for people who already had open Credit of over $65,000.00. We only have income of around $60,000.00 a year. A few months later we were back in Florida and met with Brad and he said things have Changed We had told him in the beginning What he was telling us better be true because We could not afford any more bills. Everything was a Con and Lie.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Shirlee Brust Date: 3/28/18

This complaint could also be Elder Financial Abuse!

Elder financial abuse is a type of elder abuse in which misappropriation of financial resources or abusive use of financial control, in the context of a relationship where there is an expectation of trust, causes harm to an older person.
https://en.wikipedia.org/wiki/Elder_financial_abuse

Thomas Brust, 71
Sheilah Brust, 68
New York State

Home 518 235 1123
Cell 518 265 3521

15,000 sold by fraud by Brad Leslie at the Daytona Beach Regency, FL.
Contract 1770321
Purchase price: $55,989
Down Payment: $26,000 Barclay Card
DRI Loan: approximately $30,000 @ 11.99% for 121 months
Salesperson: Brad Leslie
February 4, 2017
Maintenance fee: $2621

Member Number: 9-256675

We had been happy and loyal Diamond Resorts Platinum members for years. On February 4, 2017 we were fraudulently upsold by Brad Leslie in Daytona Beach, FL. I am including evidence of this crime.

Prior to this trip to Daytona Beach we had accumulated 50,000 Diamond Resort Points through previous timeshare trade-ins, enough to become Platinum Diamond members. Our annual maintenance fees were $8631.

It is this last contract for 15000 points $55,989, fraudulently sold by Brad Leslie that needs to be cancelled and all our monies must be refunded.

We went into an "update" meeting on February 4, 2017, which turned out to be an "upsell". Our salesperson, Brad Leslie, said there were big changes due to Apollo owning Diamond Resorts. Brad said he had just learned about a new program while training in Orlando.

We expressed concern about increasing our maintenance fees but Brad showed us how we could purchase 15,000 additional points, not be billed for the maintenance on them ($2621) and still have enough points to cover $8,000 for maintenance as well as significant travel.

He started by proposing we purchase an additional 25,000 points which we rejected, and so he worked the numbers with 15,000 additional points (see penciled notes included). As you can see on the penciled notes, we were promised that our new total of 65,000 would be doubled to 130,000 points. The plan he wrote out shows we could redeem 80,000 points at $.10 to cover $8,000 of maintenance fees. This would leave us with 50,000 points to travel. SEE PENCILED NOTES FROM BRAD LESLIE.

Further, he stated that the new 15,000 points would be in the background of our account and we would only be charged a maintenance fee of $2621 if we used the points!!!!

The plan that he outlined on paper was easy to understand but turned out to be a lie.

Brad originally said the double points (65,000) would appear on a split screen on our dashboard. In May, 2017 when we met again he told us they were still working on the split screen.

Here is what actually happened after he closed the sale:

- Even though we didn't use the new 15,000 points we were billed for the maintenance fees! Brad told us to pay and that he would arrange for reimbursement. After contacting Brad a second time we did receive a Diamond check around March, 2017 for about $2,621 overnight FEDEX. COPY OF CHECK ENCLOSED AS EVIDENCE OF HIS SCAM
- Looking at our account now, these 15,000 points are not "in the background". And so, we received a maintenance fee bill for 2018 in the amount of $11,263.85 for 65,000 points.
- We do not have 130,000 points in our account.

We complained to Diamond Resorts about the fraudulent sale and received the response I have included. They go to great lengths to try to explain away his promises.

8631 ÷ 12 = 719 /month

DIAMOND RESORTS
INTERNATIONAL®
Stay Vacationed.

50 | 50
60 | 40
70 | 30

8,631

100% Fees
100% Loss

OR

More Points
more options ✓
more benefits ✓

1) SAVE $
2) REDIRECT SAVINGS TO Help offset cost

EXAMPLE

8631 (NOW)
- 8631 (SAVE)
0

+ 8631 (EXTRA)
8631 TOTAL COST
× 10 YEARS
86,310

Fees or 25,000 POINTS

★ OWN 75,000 POINTS

★ Ability to get (Double USAGE)

TOTAL USAGE EXAMPLE

150,000 POINTS
- 50,000 (Actually USE)
★ 100,000 Left for (POINT Redemption)
× .10 per POINT
$ 10,000 - Check/Reimbursement → 30 DAYS
Debit CARD VISA - 72 HRS
JAN - Sep 30th

Hotel | Cruise | Air | Shopping

DIAMOND RESORTS
INTERNATIONAL®
Stay Vacationed.

$ OWN 65,000

TOTAL USAGE Ex

130,000
- 50,000 (Actually USE)

80,000 Left for Point Redemption

X .10 per POINT

$8,000 Check Reimbursement

719 TOTAL

69 | month maint
X 537 | mort 15K POINTS
+ 113 | Deposit X

719 TOTAL

÷ 12 = 66.58/month

69.00
x 12
828.00

COST ALL IN

650/month

DiamondResorts.com

21625.1234

Went to 15,000 pts

8631.00 50,000
2621.00 15,000
11,252.00 Maint. 65,000.
− 8,000.00
$3,252.00 Still need to pay

65,000 own
65,000 given
130,000 points
− 50,000 if use
80,000 left
× .10
$8,000.00

~~12,000~~
~~− 15~~
~~15,000~~
~~50,000~~
~~65,000~~

$12,000.00 Tom Visa
14,000.00 Shulik Visa
$26,000.00 owed to Barclay Visa

financed w/ Diamond
30,748.00 ova 10yr.
22,888.40 interest 10
53,636.40

53636.40
26,000.00
79,636.40 total without ~~[illegible]~~ interest on
?
? Credit Card

Check Image

Bus. Date	Blk Num	Seq. Num	Check	Acct. Num	Tran Code	Amount	FRB-ABA
03/17/2017	1005	10490292-01	0 [redacted]		0	2621.00 - USD	121000248

PRINTED ON LINE MAY PAYEE SHOULD HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK

0066500 Office AU #

11-24 1210(8)

CASHIER'S CHECK

6650000863

Remitter: NONE

Operator I.D.: u569300 u348728

March 10, 2017

PAY TO THE ORDER OF ***SHEILAH L BRUST***

Two thousand six hundred twenty-one dollars and no cents **$2,621.00**

Payee Address:

Memo:

WELLS FARGO BANK, N.A.
441 SEABREEZE BLVD
DAYTONA BEACH, FL 32118
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US $ 2,621.00

Richard Levy

CONTROLLER

Security Features Included. Details on Back.

⑈6650000863⑈ [redacted]

0174011715

Diamond Resorts U.S. Collection Members Association
Assessment Fee Department
PO Box 8526
Coral Springs, FL 33075-8526

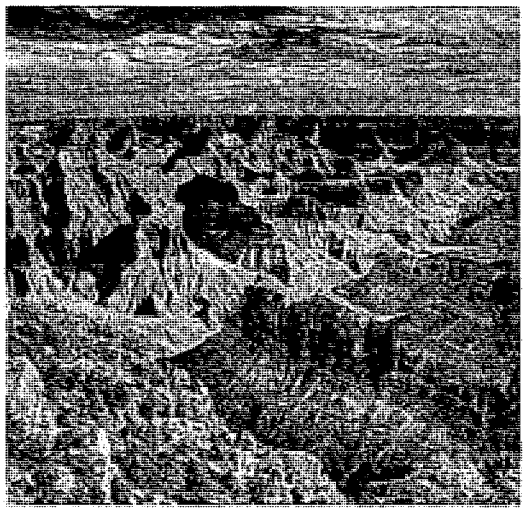
2017 Assessment Fee
Account#: 22033

Description	Debit	Credit	Amount
Beginning Balance	.00	.00	.00
2017 U.S. Point Standard Assessment	2371.35	.00	2371.35
2017 THE Club® Point Collection Assessment	249.16	.00	249.16

Save your association credit card fees, pay by check (US funds only)

Amount Due $2620.51

Contact us regarding your statement:
US Toll Free 1.877.374.2582
International +1.702.635.3077



Save money for your association and **PAY YOUR FEES ONLINE!**

Log in to your account and select **Make Payment** from within the **My Account** section.

If you have never logged in, please **register:**

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

21001

Please detach and return coupon with payment

Diamond Resorts U.S. Collection Members Association
Assessment Fee Department
PO Box 8526
Coral Springs, FL 33075-8526

DIAMOND RESORTS
INTERNATIONAL®
Stay Vacationed.

DR_CLUB ▲ 0 0 0 0 9 6

Thomas G. Brust T2 P1
Sheilah L. Brust
18 Westcott Rd
Troy NY 12182-4408

2017 Assessment Fee

Account #:	22033
Due Date:	Apr 1, 2017
Statement Date:	Mar 1, 2017
Amount Due:	$2620.51

Make Check Payable to:

Diamond Resorts U.S. Collection
Members Association
PO Box 845189
Dallas, TX 75284-5189

6000000022033026205 16

Sheilah Brust
18 West Sott Rd
Troy, NY 12182

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL

7017 2400 0000 1301 7919

UNITED STATES POSTAL SERVICE

1000

32399

U.S. POSTAGE
PAID
WATERFORD, NY
12188
MAR 29, 18
AMOUNT
$4.66
R2305H127869-02

Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

CS/Time Share
QB

Claudia Morgan
2477 Ladoga Dr,
Lakeland, FL 33805

Notice of Cancellation

Diamond Resorts Holdings, LLC.
10600 W. Charleston Blvd.
Las Vegas, NV 89135

RE: Timeshare Contract 0025194220

Dear Sir/Madam:

Please allow this correspondence to serve as a Notice of Cancellation of Contract. I have previously made good faith attempts to resolve this matter with Diamond Resorts Holdings, LLC. including numerous telephone calls and/or letters/emails, however Diamond Resorts Holdings, LLC. has not resolved this matter to my satisfaction and I therefore wish to rescind the contract in its entirety. I have enclosed a letter and Affidavit that contains a summary of the reason for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,

Claudia Morgan

Claudia Morgan

Claudia Morgan
2477 Ladoga Dr,
Lakeland, FL 33805
May 24, 2017

Escalated Response Team

Diamond Resorts Holdings, LLC.

10600 W. Charleston Blvd.

Las Vegas, NV 89135

RE: Timeshare Contract 0025194220

Dear Sir/Madam:

Please be advised I wish to cancel the above referenced contract due to a variety of misrepresentations made during the sales presentation, and which are more fully described in the letter attached hereto.

Please find enclosed our Cancellation Notice Letter regarding my contract.

In a good faith effort to afford Diamond Resorts Holdings, LLC. the opportunity to equitably resolve this matter, I have not yet filed complaints with the Better Business Bureau, the Federal Trade Commission Consumer Protection Division or any other agencies.

I hereby request that Diamond Resorts Holdings, LLC.:

- Rescind my timeshare contract;
- Refund all money paid on my timeshare contract.

Please contact me within fourteen (14) days to discuss resolution of this matter.

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

Sincerely,

Claudia Morgan

Claudia Morgan

Affidavit Of Claudia Morgan

STATE OF FLORIDA

(COUNTY OF Polk)

I, Claudia Morgan, being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

I am over 18 years old and a resident of the County of Polk, State of Florida.

I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.

1. In November 2016, I was approached by a Diamond Resorts sales representative, who gave me a $100 dollar deal to stay for a long weekend. They make you go to a meeting where they give you a tour of different timeshare layouts and of the Disney parks in the area nearby. Finally, I was back to an office area where tables were set up for each person returning from the same option I had just used. The Sales Rep gave me an offer that was far out of my price range, and I definitely said no multiple times, "we cannot afford that".

2. All this did was brought in the "heavy hitters" aka Sales Manager. He just came back with different offers and he told us how it would be very smart for us to "invest now" that it would be good for our credit, because owning a timeshare is just like owning property. They kept lowering the price until we said "yes".He also told me that I would be able to rent the timeshare weeks out and actually use the timeshare as a source of income to pay off the maintenance fees and taxes.

3. Everything the sales manager told us made us believe that it would be extremely easy to rent out our time and make money. He specifically mentioned people trading their weeks for a place near where a big event would happen, like the super bowl or the Olympics, and renting it to someone who would pay a lot of money.I told the sales manager that we wanted time to think about whether or not we wanted to make this commitment, but they told me that we had to decide before we left that day.

4. It turned out that we were not given any chance to learn about the timeshare we had purchased, but instead Diamond Resort employees said we needed to upgrade.

The Diamond Resort sales representatives who sat down with us said that we had purchased a timeshare using the outdated "Weeks System" and that we would need to upgrade to the "Points System". I had never heard these terms before, so I was very upset. Of course, this upgrade was going to cost more money and I did not want to do that. We kept telling them that we did not want to spend more money, but again, they said that we had to accept the offer that day, or it would no longer be available

5. After the sale of the property I called to find out about getting out of the property , due to life finances. And the finance lady that I talked to said that I had 10 days after the sale to change things. That is the Florida law. I was there the week before Thanksgiving. You have longer than that with a house. So, for them to say that it is like buying a house is a lie. The finance lady from Diamond said that if I lived in a different state that I would have had twice as long.

6. I live in Florida. It is hard to find vacations during spring break because the rest of the US want to be in Florida also. They told me that as an owner I would have first option for getting a place to stay. I can rarely find a place to stay when I am looking, in Florida. I don't want to have to fly to Denver or Hawaii to get a room

7. Last time I stayed in one of their condos, it was full of roaches. And not dead. I complained the whole week that I was there and not one maintenance guy came to spray the condo that I was in. I know that this is Florida and bugs can be an issue but, I have lived here for over 20 years and have never had a problem like this. And no one called me back to let me even know that they received my message. I am extremely unhappy with my experience and I would like to cancel this timeshare based on the reasons stated above.

Further affiant sayeth not.

Claudia Morgan _____ Claudia Morgan

STATE OF FLORIDA

(COUNTY OF POLK) 2018

Sworn to and subscribed before me this 9TH day of APRIL, ~~2017~~ by Claudia Morgan who is Personally Known_____ OR Produced Identification ✓

Type of Identification Produced: FL. DRIVERS LICENSE

Gail A. Labiak

Notary Public State of Florida

County of POLK

GAIL A LABIAK
MY COMMISSION # GG095409
EXPIRES May 23, 2021

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Morgan Claudia E Last Name, First Name, Middle Initial	Diamond Resort Holdings LLC Name/Firm/Company
2477 Ladoga Dr Mailing Address	10600 W. Charleston Blvd Mailing Address
Lakeland Polk City, County	Las Vegas City, County
Fl 33805 State, Zip Code	NV 89135 State, Zip Code
863-738-0225 Home & Business Phone, including Area Code	Business Phone, including Area Code
Claudiamsrd@yahoo.com Email Address	Business Email or Web Address

Product or Service involved: Time Share Condo Amount Paid: $

Date of Transaction: 11/12/2016 I was contacted by: X Telephone X Mail Y Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies:

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☒ No

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

Please explain your complaint. Attach additional sheets, if necessary.

Please see attached affidavit for description of complaint

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Claudia Morgan

Date: 4/9/2018

2477 Edoga Dr
Lakeland Fl 33805

TAMPA
FL 335
10 APR '18
PM 3 L

stamps
$0.47 0
US POSTAGE
FIRST-CLASS
062S0010172211
03820
B36390.07
stamps

Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Fl, 32399-1055

32399-105599

CS/Timeshare
QB

Kevin and Sandra Schiprett
15223 310th St.
New Prague, MN 56071
69gto@bevcomm.net

April 10, 2018

To Whom It May Concern,

We are reaching out to your agencies regarding our current dispute with Diamond Resorts. We have written to them since January and have receive limited responses. At one time we were communicating with a representative Aaliah Moore, but she has stopped responding to us. We have now sent them a follow up letter asking to have someone get in contact with us so that we can finish with dispute and settle with the resolution we have asked from them. We have included the communication we have had with Diamond and hope that your agencies can assist us. We greatly appreciate your assistance whether it is helping us reach out to them to get a response or advice on how to continue with our dispute. Please let us know if there is anything further you need from us to our email or mailing address listed above.

Sincerely,

Kevin and Sandra Schiprett

Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, NV 89135

Kevin and Sandra Schiprett
15223 310th St.
New Prague, MN 56071

December 20, 2017

To Who It May Concern:

We would like to relinquish all ownership for the total amount invested of $52,147.19 to Diamond Resorts International. During our time as owners, we have experienced less than the services we expected to receive, in which Diamond so prides itself in giving, difficulty making reservations and the immense pressure to make additional purchases.

We have attached detailed examples of each experience we had for your review and consideration.

Our account is and has been in good standing as the original purchase has been paid in full. Please send the documents required to return the membership, in full, without any future obligations or future ownership.

Sincerely,

Kevin and Sandra
9-2056910

Attn: Loss Mitigation, Inventory Recovery

From: Moore, Aaliah
Sent: Wednesday, January 17, 2018 9:44 PM
To: '69gto@bevcomm.net'
Subject: M-277298531 | Kevin Joseph Schiprett and Sandra Jean Tupy Schiprett Lead Number: 9-2056910 (CID:ydw3g4h7086cmnzwjc)

Dear Mr. and Mrs. Schiprett,

Thank you for contacting Diamond Resorts International®. We appreciate you bringing your concerns to our attention and allowing us an opportunity to address them.

Our goal is to ensure our members, owners, and guests have an exceptional vacation experience. Please know that as a valued member of Diamond Resorts International®, your Owner's Updates are completely optional and not mandatory for you to attend.

Your feedback allows Diamond Resorts International® the ability to identify areas of additional training, coaching, and disciplinary actions for our team members.

At this time, there is a past due balance of $2,886.10 for the annual assessment on your account.

We have established certain guidelines when considering a voluntary surrender; among the required criteria is that the loan be paid in full, and maintenance fees be current, in the year the surrender occurs.

If you are experiencing a hardship that is making it difficult for you to meet this obligation, please provide supporting documentation that can substantiate your claims of hardship, so we may review your case further.

Should you have any further questions, please feel free to contact us.

Kind regards,

Aaliah Moore | Hospitality Management Specialist II | Diamond Resorts International® | Tel: 702-473-7645 | Fax:702-240-2576

Vacations for Life® | **Stay Vacationed.®**
Please consider the environment before printing

Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, NV 89135

Kevin and Sandra Schiprett
15223 310th St.
New Prague, MN 56071

January 06, 2018

To Whom It May Concern and Aaliah Moore,

We thank you for your response, however we would like to take this time to bring a few things to your attention. As we outlined in our first letter, we are not wanting to relinquish our ownership because of a "hardship." We have not received the services we were promised from Diamond and have found it more and more difficult to utilize this purchase, therefore we are wanting to relinquish our ownership because we were lied to, we were pressured to make additional purchases and have yet to see a return on this so diligently promised "investment." We reached out to your offices with our desire to cancel in December of 2017, our fees/account at that time were paid in full and yet you purposefully waited to respond to our letter until the New Year, which would require us to pay another year of fees for something will no longer wish to own. This further proves to us that we can no longer be owners with Diamond and of the lengths your offices will stoop to just to keep owners under your thumb. Again, Please send the documents required to return the membership, in full, without any future obligations or future ownership.

Sincerely,

Kevin and Sandra
9-2056910

Attn: Loss Mitigation, Inventory Recovery

Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, NV 89135

Kevin and Sandra Schiprett
15223 310th St.
New Prague, MN 56071

February 26, 2018

To Whom It May Concern and Aaliah Moore,

We have sent out a letter disputing our membership and to a response we received from Aaliah Moore. It has now been some time and we have received no further communication. We would like to have this dispute resolved and soon so please have someone reach out to us with a status update as soon as possible. If we do not hear back from anyone within the next few weeks we will be reaching out to the Regulatory Agencies to assist us with this matter. Just as a reminder, we are still wanting to be released from our membership with Diamond and request that you please send us the documents required to return the membership, in full, without any future obligations or future ownership.

Sincerely,

Kevin and Sandra
9-2056910

Attn: Loss Mitigation, Inventory Recovery

Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, NV 89135

Kevin and Sandra Schiprett
15223 310th St.
New Prague, MN 56071
69gto@bevcomm.net

April 10, 2018

To Whom It May Concern,

We have been reaching out to your corporate offices since January and have had some response from Aaliah Moore, but she has not responded to us further. We have recently received a notice from Diamond entitled the U.S Collection Members Association- Suspension Notice and we are concerned that no one has been reviewing our case and that Aaliah Moore is ignoring us. We have been writing to your offices because we would like to terminate our ownership and contract with Diamond Resorts. We have requested this because of the misrepresentations and pressures we experienced during this ownership and at the point of sale. Our account has been in good standing until recently when we began this dispute. We had hoped that we would have a resolution before receiving notice like this and we had hoped that Diamond would be more on top of their game when it comes to customer relations. Especially since we are owners and so much attention was given to us when we were buying, apparently that kind of attention doesn't carry over once you have become an owner. We would greatly appreciate a response from someone concerning our current request. Please feel free to email us and we hope to hear from someone soon.

Sincerely,

Kevin and Sandra Schiprett
9-2056910

Attn: Loss Mitigation, Inventory Recovery
And the Transitions Department

Kevin & Sandra Schiprett
15223 310th Street
New Prague, MN 56071

stamps
$1.750
US POSTAGE
FIRST-CLASS
062S0009567473
FROM 37204
stamps

Office of Attorney General – Pam Bondi
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399$1050 C001

CS | +S
BK

Linda Jackson
43797 Fredericksburg St.
Canton, MI 48188

March 15, 2018

Escalated Response Team

Diamond Resorts Holdings, LLC.

10600 W. Charleston Blvd.

Las Vegas, NV 89135

RE: Timeshare Contract 17634626

Dear Sir/Madam:

Please be advised I wish to cancel the above referenced contract due to a variety of misrepresentations made during the sales presentation, and which are more fully described in the letter attached hereto.

Please find enclosed my Cancellation Notice Letter regarding my contract.

In a good faith effort to afford Diamond Resorts Holdings, LLC. the opportunity to equitably resolve this matter, I have not yet filed complaints with the Better Business Bureau, the Federal Trade Commission Consumer Protection Division or any other agencies.

I hereby request that Diamond Resorts Holdings, LLC.:

- Rescind my timeshare contract;
- Refund all money paid on my timeshare contract.

Please contact us in writing within fourteen (14) days to discuss resolution of this matter.

Thank you for your attention to this matter. I look forward to hearing from you at your earliest convenience.

Sincerely,

Linda Jackson

Linda Jackson

Affidavit Of Linda Jackson

STATE OF MICHIGAN
(COUNTY OF Wayne)

I, Linda Jackson, being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

I am over 18 years old and a resident of the County of Wayne, State of Michigan.

I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.

1. I found out about Diamond Resorts through a free vacation I was offered and all I would have to do is sit through a 1 hour meeting. The 1 hour meeting turned in to a meeting of several hours. They offered me a package of 5000 points, deeded property in Orlando Florida. I was also told that anyone in my family could use it and I would be able to will it to my children. They presented it as a loan which I was able to deduct interest on my taxes.

2. I was told when my loan would be due and never received an invoice to pay. I called Diamond Customer Service and after having to answer 20 security questions when I inquired about my invoice they stated that invoicing is done by an outside company and they had no control over that and of course I was to pay on time even if I did not get an invoice. I then did what I had to do to pay the loan even when I did not get an invoice until sometimes a month after it was due.

3. This is how it went for years.. I did try and use the timeshare but I work alot and when I asked about my family using it I was told that I would have to go on all vacations with them. How unrealistic is that I have grown children with different schedules than mine. In 2015 I had a vacation scheduled for April in Las Vegas , NV there were 3 other people going. My mother came very ill and when I reached out to Diamond to advise them of my situation and asked if it would be ok if I did not go they said if I was not there the others would not be able to stay. So I did go they made me sit through a meeting and when I explained to the salesperson my situation and did not want to buy any more points he said ok. Thought all was good.

4. When I went to Las Vegas again in October of 2017 I had to go to another meeting, Jeff the salesperson advised me that in my last meeting with them the sales rep told me I agreed to waive my rights to be able to ever sell or will to my children. Needless to say I was very upset and stated that is not what went down and that does not make much sense if I can't have family use without me being there. So he gave me the sales pitch and told me if I became a silver member I would be able to have family use my unit without me there. He also stated that timeshares were a great investment and I was getting a once and a lifetime deal and it would increase in value so I would be able to sell it for a profit later on if I wanted to.

5. He showed me a bunch of numbers showing that the timeshare would reduce my current cost and would roll in the maintenance fees, and I would save tons of money which was not true. They brought out the papers for me to sign and rushed me through the signing process, I was not aware until after I signed that the documents stated that part of the loan would be paid to Diamond as an automatic withdrawal and the other part of the loan would go through Barclay, this was not mentioned prior. I did not know Barclay was a charge card how would I ever pay that cost off of a charge card. With the other loan it never changed and had an end date. I was not aware that they were

signing me up for a credit card and if they had told me that I would not have agreed, but they simply signed me up without my consent.

6. They later called to ask me about my vacation time but when they call they seem to ask me many questions about me before they will tell me the purpose of the call. I always tell them "you know who I am you called me". At this point I truly feel I was misled and all I can say is I am over 10K poorer for listening to false statements and promises. If I had not been lied to and misled I would never have made this purchase, I also feel they opened a credit card in my name without my approval which I can not imagine is aloud.

Further affiant sayeth not.

_____Linda Jackson

STATE OF MICHIGAN

(COUNTY OF Wayne)

Sworn to and subscribed before me this 27 day of March, 2018 by Linda Jackson who is Personally Known_____ OR Produced Identification _____

Type of Identification Produced: Drivers License

Lisa Ann Studard
LISA ANN STUDARD
Notary Public State of Michigan

County of Wayne

LISA ANN STUDARD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Comm. Exp. 04/09/23
Acting in the County of Wayne
Date 3/27/18

Linda Jackson
43797 Fredericksburg St.
Canton, MI 48188

Notice of Cancellation

Diamond Resorts Holdings, LLC.
10600 W. Charleston Blvd.
Las Vegas, NV 89135

RE: Timeshare Contract 17634626

Dear Sir/Madam:

Please allow this correspondence to serve as a Notice of Cancellation of Contract. I have previously made good faith attempts to resolve this matter with Diamond Resorts Holdings, LLC. including numerous telephone calls and/or letters/emails, however Diamond Resorts Holdings, LLC. has not resolved this matter to my satisfaction and I therefore wish to rescind the contract in its entirety. I have enclosed a letter and affidavit that contains a summary of the reasons for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,

Linda Jackson

Linda Jackson

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Jackson Linda L Last Name, First Name, Middle Initial	Diamond Resorts Holding, LLC Name/Firm/Company
43797 Fredericksburg St Mailing Address	10600 W Charleston Blvd Mailing Address
Canton Wayne County City, County	Las Vegas NV City, County
Michigan 48188 State, Zip Code	NV 89135 State, Zip Code
734-276-9672 Home & Business Phone, including Area Code	Business Phone, including Area Code
lindajackson1883@gmail.com Email Address	Business Email or Web Address

Product or Service involved: Timeshare Amount Paid: $

Date of Transaction: _____ I was contacted by: ____ Telephone ____ Mail ____ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☐ Yes ☒ No

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

Please explain your complaint. Attach additional sheets, if necessary.

See attached documents/affidavit

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Linda Jackson Date: 5-1-18

Jackson
43797 Fredericksburg St
Canton, MI 48188

METROPLEX
MI 480
03 MAY '18
PM 5 L

Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Fl., 32399-1050

32399-105099

CS | Timeshare
OP

David Ostrowski
Jo Ann Ostrowski
7520 Bradenton Blvd
Parma, OH 44134
(440)-724-5449

May 3, 2018
Pam Bondi
Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

RE: Consumer Fraud/ Ocean Beach Club
Consumer: David & Jo Ann Ostrowski
Acct# 17324595

Dear Ms./Mrs. Pam Bondi:

Please allow this correspondence to serve as a formal Complaint for Fraudulent Business Practices against:

Ocean Beach Club
P.O. Box 8526
Coral Springs, FL 33075-8526

At the time, we purchased our timeshare with Ocean Beach Club we were in good health. As we have aged, we have a multitude of health issues and can no longer afford to maintain the timeshare. We didn't really understand that this contract was perpetual at the time, we signed it, that it would last forever even into our older years when now we have to spend the majority of our income on healthcare and prescriptions. We contacted Ocean Beach Club and requested that they terminate our contract with them however they refuse to do so. An Affidavit specifically setting forth the facts is also enclosed.

Ocean Beach Club has failed and refused to acknowledge our attempts to resolve this matter amicably. We have formally disputed the validity of this contract via Certified Mail to Ocean Beach Club , yet Ocean Beach Club continues to harass us with threatening collection phone calls. We have asked Ocean Beach Club to stop calling and they refuse to do so.

Because Ocean Beach Club refues to discuss an amicable resolution of this matter and continues to harass us, we are left with no alternative but to request that your office conduct an investigation.

Please contact us as set forth above.

Thank you for your time and attention to this matter.

Sincerely,

David Ostrowski

Jo Ann Ostrowski

David Ostrowski
Jo Ann Ostrowski
7520 Bradenton Blvd
Parma, OH 44134
(440)-724-5449

May 3, 2018

Notice of Cancellation of Contract

Ocean Beach Club
P.O. Box 8526
Coral Springs, FL 33075-8526

ATTN: Owner Relations

RE: Acct# 17324595

Dear Sir/Madam:

Please allow this correspondence to serve as a **Notice of Cancellation of Contract for our timeshare membership.** We have previously made good faith attempts to resolve this matter including numerous telephone calls and/or letters/emails, however this matter has not been resolved to our satisfaction and we therefore wish to cancel the contract in its entirety and request all payments made toward this contract be returned to us immediately.

We have enclosed an Affidavit that contains a summary of the reason for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,

David Ostrowski

Jo Ann Ostrowski

Affidavit Of David Ostrowski

State of _OHIO_____)
)ss.
County of)
Cuyahoga_____

I, **David Ostrowski,** being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

- I am over 18 years old and a resident of the County of _Cuyahoga_____, State of __Ohio_____.
- I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.
- On May 15, 2010, my wife, Jo Ann Ostrowski, and I purchased our timeshare at Ocean Beach Club, VA.
- We paid a total of $41,396.80 for it and we were told that it was an investment for Our future and that we could pass it on to our children.
- We have tried two different times to sell it, and had no luck in doing so. We feel we were misled by Ocean Beach Club. The sales representatives told us it was a good investment, which has not been the case.
- Not only is it not a good investment we do not fell right to pass the financial liability of Maintenance fees on to our children.
- The maintenance fees were just over $600 a year, when we initially purchased and now are $1059 a year. We were not told the maintenance fees would go up, and they seem to be increasing.
- Our cousin wanted to go on vacation with us two years ago. She went online to book a room at The Ocean Beach Club for almost the same prices our maintenance fee, this was through a travel website.
- I also went online to check it out, and noticed that anyone could book a room on the same week that we go to the resort for at less than the cost we spend on the maintenance fee. We Feel we were misled by resort and

10. Due to the stated reasons above, and the misrepresentation of the resort, I would like to cancel our contract with Ocean Beach Club, VA.

Further affiant saith not.

David Ostrowski

State of Ohio)
)ss.
County of Summit)

Sworn to and subscribed before me this 22 day of November, 2017 by **David Ostrowski**who is Personally Known_____ **OR** Produced Identification Driver license

Type of Identification Produced: OH Driver license

KIESHA WILSON
Notary Public, State of Ohio
My Commission Expires
January 4, 2021

Notary Public
State of OHIO
County of Summit

David Ostrowski
Jo Ann Ostrowski
7520 Bradenton Blvd.
Parma, OH 44134

WEST PALM BCH FL 334

04 MAY 2018 PM 3 L

USA FOREVER

Pam Bondi
Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099

CS/TS
rcvd 5/9/18
BK

Diane M. & Michael L. Olson
17020 Goodhue St. NE,
Ham Lake, MN 55304
blainemom50@hotmail.com

To Whom It May Concern,

We have decided to reach out to the State and Federal Regulatory Agencies regarding our ownership and dispute with Diamond Resorts. We have written to Diamond with a formal letter asking that our ownership and contracts be cancelled due to the misleading information and pressure we experienced during the sales presentations we attended and throughout our ownership. We have had some communication with them, however we are no closer to the resolution we have requested. We are hoping that your agencies may be able help us with our dispute. At this point we are just wanting to be finished with this ownership and with Diamond all together. Please let us know if there is anything further you need from us and we will be happy to oblige. We are best reached by email or letter by mail.

Sincerley,

Diane M. & Michael L. Olson

Diamond Resorts
10600 West Charleston
Las Vegas, NV 89135

Diamond Resorts International
PO Box 60480
Los Angeles, CA 90060-0480

Diane M. & Michael L. Olson
17020 Goodhue St. NE,
Ham Lake, MN 55304
10/13/17

To Whom It May Concern:

We are Diane and Mike Olson and we are writing this letter as a formal complaint with our Diamond Resorts International ownership. Since the beginning of our ownership we have been badgered by the salespeople of Diamond and dramatically misled about what an investment this would be. We first bought timeshare through Sunterra at Cypress Pointe before all the buildings were constructed in about 1989. We were encouraged to attend a SHORT presentation with tickets to a park. Our sons were 7 and 3 years-old at the time and we were told that one of the benefits we could get from this purchase would be that we could pass it on to our kids and make memories of vacations for years to come. That we would be investing in our family's future, that we could rent the unit when we were not able to go and that they would help us find renters.

We also bought a timeshare in Minnesota on Lake Mille Lacs. Diamond and its salespeople encouraged us to trade in with them to get more points and that this would give us better booking power with a "Gold status." We were also told that it would be easier to upgrade with more points but we soon discovered that instead we were limited to where we could find a unit even with trying to book several months ahead of time. During the presentation we attended, when we said "No" or that we "were not interested" to the last salesman he would go get his boss, then the district manager who would pressure us over and over for many hours to buy more points. They told us that the best way to get to Hawaii was to be a member with more points but it did not make any difference!

In March of 2014 we were at the Suites at Fall Creek (again) and were told that for us get up the "point ladder" we could buy a "Sampler Package" which was only to be sold to new customers. We were in the office for 6 hours, nearly half a day of our vacation! Just to get paperwork done. Michael Jordan another one of the salespeople we spoke to told us about his divorce, children and his new romance. Too much personal stuff!! Many of the salespeople told us how they were Christian and would not tell us anything that was not true. Very phony and asked about our family, grandkids etc. One of our many representatives McKenzie Wescott (again at Suits of Fall Creek) told us that he would be our personal representative going forward. However, we could

never reach him by phone and he never returned our phone calls. Michael Jordan also told us that if we bought the "Sampler program" we would be eligible for the "Guaranteed buyback program" so we could sell our points back to Diamond at our next sales presentation. We found out later that there is no such program. More Lies!

The final straw for us was when we were at the Liki Tiki Resort in Orlando and found out people could rent the units we were staying in for a week for much less than the fees we were paying! We also ran into issues in late March when we told Diamond to pull our maintenance fees out of our Wells Fargo checking account. We didn't verify the account number with the employee on the phone and within 5 minutes of hanging up the phone we called back and spoke with a Ken Murray in the Finance Department. We told him that we had a new checking account number as our checkbook was lost the previous fall. We gave him the correct account number and he said, "No Problem." The problem continued as they kept trying to take the payment from the old account number and racked up several dollars in fees and they never used the correct account for the maintenance fee bill. I used to work for Wells Fargo and U.S. Bank so I know how auto debit work.

We have come to realize that Diamond Resorts International is company that lies and cheats their customers. All the while making good people get into a bad business deal. We have been overly pressured and misled by their salespeople and no longer wish to be owners. We request that you send us the correct paperwork to cancel our ownership. We ask that the money we have invested be refunded and that we not be held to any future obligations as well as no further meetings with corrupt salespeople.

Sincerely,

Diane M. & Michael L. Olson

Diane & Mike Olson
17020 GoodHue ST NE
Ham Lake, MN 55304

NASHVILLE
TN 370
02 MAY '18
PM 3 L

$1.75
US POSTAGE
FIRST-CLASS
062S0009567473
FROM 37204

Office of Attorney General - Pam Bondi
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

RECEIVED
MAY 07 2018
Office of the Attorney General
Ft. Lauderdale Consumer Protection

33301-500110

CS/+3
PBL

Eugene Pilot
Susan Pilot
663 Munich St NW
Palm Bay, FL 32907
(321)-676-6430

May 7, 2018

Pam Bondi
Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

RE: Consumer Fraud/ Diamond Resorts International
Consumer: Eugene & Susan Pilot
Account #70019459

Dear Mrs. Pam Bondi:

We are residents of Florida. Please allow this correspondence to serve as a formal Complaint for Fraudulent Business Practices against:

Diamond Resorts International
10600 W. Charleston Blvd.
Las Vegas, NV 89135

At the time, we purchased our timeshare with Diamond Resorts International we were in good health. As we have aged, we have a multitude of health issues and can no longer afford to maintain the timeshare. We didn't really understand that this contract was perpetual at the time, we signed it, that it would last forever even into our older years when now we have to spend the majority of our income on healthcare and prescriptions. We contacted Diamond Resorts International and requested that they terminate our contract with them however they refuse to do so. An Affidavit specifically setting forth the facts is also enclosed.

Diamond Resorts International has failed and refused to acknowledge our attempts to resolve this matter amicably. We have formally disputed the validity of this contract via Certified Mail to Wyndham Vacation Resorts, Inc., yet Diamond Resorts International continues to harass us with threatening collection phone calls. We have asked Diamond Resorts International to stop calling and they refuse to do so.

Because Diamond Resorts International refuses to discuss an amicable resolution of this matter and continues to harass us, we are left with no alternative but to request that your office conduct an investigation.

Please contact us as set forth above.

Thank you for your time and attention to this matter

Sincerely,
Eugene Pilot

Eugene Pilot
Susan Pilot
663 Munich St NW
Palm Bay, FL 32907
(321)-676-6430

May 7, 2018

Notice of Cancellation of Contract

Diamond Resorts International
10600 W. Charleston Blvd.
Las Vegas, NV 89135

ATTN: Owner Relations

RE: Account #70019459

Dear Sir/Madam:

Please allow this correspondence to serve as a **Notice of Cancellation of Contract for our timeshare membership.** We have previously made good faith attempts to resolve this matter including numerous telephone calls and/or letters/emails, however this matter has not been resolved to our satisfaction and we therefore wish to cancel the contract in its entirety and request all payments made toward this contract be returned to us immediately.

We have enclosed an Affidavit that contains a summary of the reason for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,

Eugene Pilot

Susan Pilot

Affidavit Of Eugene Pilot

State of Florida)
)ss.
County of Brevard)

I, **Eugene Pilot,** being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

1. I am over 18 years old and a resident of the County of Brevard, State of Florida.
2. I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.
3. In 2008, my wife, Susan Pilot, and I were referred to Cove II (Diamond Resorts International) by the Harley Dealer. They stated that if we wanted a free weekend vacation we would have to attend a 90-minute presentation about the resort.
4. We decided we would stop and attend the meeting on our way to visit my wife's mothers house in St. Augustine.
5. The sales representatives stated when we arrived that the meeting would not take a long time. It took a total of three hours plus the tour. We then had to wait another hour and half through the signing process.
6. The sale representative stated that we could sell our weekends, however they did not mention that we would have to do it. We live in Palm Bay, FL.
7. We were told that once we paid the timeshare off it will be ours forever and that when we pass away it would be passed on to our children and grandchildren.
8. Due to the hours of being at the resort, we were unable to make it to my wife's mothers house. We also did not get to stay the weekend at the resort.
9. When we initially purchased our timeshare our yearly maintenance fees were $500. Now in 2017 it is now over $700. They never mentioned to us that it will continue to increase and our children will one day be responsible for making these high payments.
10. Due to the stated reasons above, and the misrepresentation of the resort, I would like to cancel our contract with Cove II (Diamond Resorts International), FL.

Further affiant saith not.

Eugene Pilot

State of Florida)
)ss.
County of Brevard)

Sworn to and subscribed before me this 17 day of January, 2018 by **Eugene Pilot** who is Personally Known_____ **OR** Produced Identification FLDL

Type of Identification Produced: FLDL P430200483080

SHANNAN DEBORD
Notary Public, State of Florida
Commission# GG 24906
My comm. expires Aug. 25, 2020

Shannan DeBord
Notary Public
State of FL
County of Brevard

Eugene Pilot
Susan Pilot
663 Munich St. NW
Palm Bay, FL 32907

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USA FOREVER

Pam Bondi
Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-105099

CS/TimeShare
AR

Jose Mojica
15 White Birch Dr. Smyrna Delaware 19977
Please Communicate By Email: **Jose.Mojica@pentiumemail.com**

March 18, 2018

Florida Attorney General
PL-01 The Capitol
Tallahassee, Florida 32399-1050

Reporting: Diamond Resorts For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

Good morning,

I am a resident of Delaware and I'm writing to ask for your assistance, regarding my experience in purchasing a vacation timeshare at Mystic Dunes Resort 7600 Mystic Dunes Ln Celebration FL 34747. When I purchased the timeshare, I was in Florida. The timeshare company's corporate office is Diamond Resorts 10600 West Charleston Blvd. Las Vegas Nevada 89135.

I have been victimized by *timeshare fraud* and *deceptive sales practices*, I have no legal counsel regarding this complaint, and I am not asking your office to be my private attorney, but I would appreciate your assistance in getting this *fraudulent* contract canceled and my money returned.

Below you will find a copy of the letter I sent to both parties above, and as of this date, there has been no resolution. Help from your office would be greatly appreciated. As you read the letter I sent to them, you will understand that the entire Mystic Dunes Resort sales process and experience was full of *high-pressure*, *fraudulent* and *deceptive sales tactics*.

However, even worse, later I discovered the sales presentation included lots of *misrepresentation, sales deception, untruths, partial truths*, and *outright lies*, all of which, were cleverly presented in such a way, that they could not be exposed or discovered until much later than the rescission period.

Diamond Resorts sells timeshare to consumers who reside in all fifty states and in filing this complaint with your office, I state that my complaint is a truthful account of my experience and I am the individual that entered into a marketplace relationship with Diamond Resorts.

I authorize your office to send my complaint and supporting documents to all of the above businesses identified in this complaint and to receive confidential financial information about me from these companies. In case you need to know, there is NO court action pending, and I have NOT lost a lawsuit regarding this matter.

Please Communicate With Me By My Email. The above complaint is true and accurate to the best of my knowledge. Thank you in advance for your help.

Sincerely,

Jose Mojica

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Diamond Resorts International
10600 West Charleston
Las Vegas, Nevada 89135

Dear Diamond Resorts,

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She said all we had to do was to go to one of their resort timeshare presentations for 90 minutes. She told us that we did not have to buy anything, but just for going, we would get ticket to Disney for free.

I told the lady that we were on vacation and the time we had was limited, she said that the presentation only lasted for 90-minutes, and we could go early in the morning and for just 90 minutes of our time, we would leave with Disney tickets (pass). Just because it only lasted 90-minutes we decided to do it and left the kids in the room.

Before we went even on vacation we express to one another that we will not buy anything that was not necessary. We had agreed each other that we could not afford to buy anything that the budget was tight. We agreed just going to look, listen and get Disney tickets (pass).

When we went to the timeshare presentation we were in Mystic Dunes in Orlando FL. The person at the checked in counter assured us that we could leave after the 90-minutes.

At the beginning of the presentation we were emphatic to the sales person that we will not buy anything and we expressed the same at the end of the 90-minutes, we told our sales person that we really had to go because we were on a very tight schedule. He asked if we could just stay a few more minutes, so he could show us the prices.

He said if he didn't show us the prices, it would count against him with his supervisor and asked if we would please stay just 15 more minutes.

At this moment a gentleman had approach his desk a couple of time and I assumed it was his supervisor. We told him were not interested in buying

and that the budget for our vacation was tight, but to help him with his supervisor we would stay just 15 more minutes.

After he showed us the prices we said, thanks for showing us around, but we can't buy and really have to go now. He said okay, but my sales manager has to sign off on this paper so you can get your Disney tickets (pass). I'll go get my sales manager and be right back.

After the sales manager had introduced himself, he ask where we were from and started a conversation with us knowing that we had our kids at the hotel waiting for us. He asks us if we liked what we saw today and we said, it was very nice and he said well if it was free today, you would get it right now?

We said yes,why not we would if it was free, but it's not and we can't afford it and then we told him we really had to go because we have stayed much longer that what we thought we were going to. At this time it was almost 11:30 am.

He then said please stay just a little bit longer and I'm going to show you something that will just maybe make your life a lot better. We said we really couldn't stay any longer, and we can't afford to add anything else to our budget.

Then he said he had a special deal that he could give us as a sale manager, but only if we bought today at the price he was giving us, he then lowered the price of the timeshare down payment and monthly payments and asked us if we would like to buy it at this lower price.

We said we still can't afford it and then we told him we have really got to go because we have stayed much, much longer the agreed. At this time, I had received already two (2) calls from my son telling me that they were hungry and that where we have been for so long.

He said, he felt that we should really be timeshare owners, and he was going to go and talk to the general sales manager and see if there was anything they could do make it affordable to us.

When he returned, we meet the general sales manager he said hi folks, please come with me. We felt so relieved that we were finally leaving and getting out of there, but before we know it, we were now setting in the general sales manager's office.

We had now been there for over 4 Hours at this point the general sales manager said he was going to help us with our exit survey so we could get our Disney tickets (pass) like promised.

However, what happened was we found ourselves being the recipients of another one-hour high-pressure sales presentation by someone who was very dominant in their nature. It was like being the main characters in a bad movie about high-pressure sales.

During his sales pitch he, once again, lowers the price and told us if we buy today, they will give us a lot more points so we could trade our timeshare for anytime, anywhere, we found out later, that this was not true.

He also told us that these points would give us more amenities, which again, we found out later, that this also was not true.

He also told us that the resort would resell our timeshare in the future if we so desired and we could make a great profit because timesharing is real estate and it goes up in value. Again, we found out later, that this also was not true.

He said one of the greatest things about time sharing is, we could write off the timeshare payments on our taxes. He said that we would have lots of tax advantages of becoming a timeshare owner. Once again, we found out later, that this also was not true.

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We will not be a part of the scam that your company is running on unsuspecting people. It is illegal to lied to people the way that your company is doing by tricking people into buying your worthless timeshares!

We will not be one of your many victims!!!!!!!!

Whatever we have paid you people, in the course of your deception we want back!

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Jose Mojica

Joe J Mojica
15 White Birch Dr
Smyrna, DE 19977

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USA FOREVER

Florida Attorney General
PL-01 The Capitol
Tallahassee, Florida 32399-1050

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CS | Timeshare
OB

BRIAN SANDOVAL
Governor

STATE OF NEVADA

C. J. MANTHE
Director

TERRY J. REYNOLDS
Sr. Deputy Director

MARCEL F. SCHAERER
Deputy Director

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE DIRECTOR
NEVADA CONSUMER AFFAIRS

May 9, 2018

Mr. Jose Mojica
15 White Birch Dr.
Smyrna DE 19977

Re: Mystic Dunes Resort Complaint #: NCA-18-732

Dear Mr. Mojica:

A careful evaluation of your complaint has been made. The investigator has determined that the proper agency that may better assist you in resolving the issues in your complaint is:

Office of the Attorney General
Consumer Services Division
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050
Phone: 850-414-3300
Florida Toll Free: 1-866-966-7226
Website: www.stateofflorida.com/consumer-complaints.aspx

Therefore, we are forwarding them a copy of the information requesting that they review your complaint in an effort to determine if they can assist you. Thank you for bringing your concerns to the attention of Nevada Consumer Affairs.

Sincerely,

Cris Carmona
Chief Compliance/Audit Investigator
Las Vegas, NV

CC/mm

Jose Mojica
15 White Birch Dr. Smyrna Delaware 19977
Please Communicate By Email: **Jose.Mojica@pentiumemail.com**

March 18, 2018

Nevada Department of Business Fraud Task Force
555 E. Washington Ave. Suite 4900
Las Vegas, Nevada 89101

Reporting: Diamond Resorts For Misrepresentation, Sales Deception, Unfair Business Practices And Timeshare Fraud.

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Josef J. Mojica
15 White Birch Dr.
Smyrna, DE 19977

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PURPLE HEART
FOREVER USA

Nevada Dept. of Business Fraud Task Force
555 E. Washington Ave. Suite 4900
Las Vegas, Nevada 89101

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NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE DIRECTOR
3300 W. Sahara Avenue, Suite 425
Las Vegas, Nevada 89102

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Office of the Attorney General
Consumer Services Division
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

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CSI Follow up
AR

State of Louisiana
DEPARTMENT OF JUSTICE
PUBLIC PROTECTION DIVISION
P.O. BOX 94005
BATON ROUGE
70804-9005

Jeff Landry
Attorney General

May 14, 2018

Office of the Attorney General
Consumer Protection Division
The Capitol PL-01
Tallahassee, FL 32399-1050

Re: Jose Mojica,

Dear Sir or Madam:

The Louisiana Department of Justice recently received a dispute from a consumer, which is attached to this correspondence. Because it appears to fall within the purview of your agency, it is forwarded for disposition as you deem appropriate. The consumer has been notified of this referral.

Thank you in advance for your cooperation in assisting the consumer with this matter.

For Louisiana,

JEFF LANDRY
Attorney General

By: Renee' Fontenot Free
Renee' Fontenot Free
Director, Public Protection
Michael Dupree
Deputy Director, Public Protection

RF/MD/jds

Enclosures
cc: Jose Mojica
15 White Birch Dr.
Smyrna, Delaware 19977

1140375

Jose Mojica
15 White Birch Dr. Smyrna Delaware 19977
Please Communicate By Email: **Jose.Mojica@pentiumemail.com**

March 18, 2018

Louisiana Attorney General Consumer Protection
PO Box 94005
Baton Rouge, Louisiana 70804-9005

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OFFICE OF THE ATTORNEY GENERAL
PUBLIC PROTECTION DIVISION
P.O. BOX 94095
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Office of the Attorney General
Consumer Protection Division
The Capitol PL-01
Tallahassee, FL 32399-1050

32399$1050 C001

CS timeshare AR
(from Ft. Laud)

May 14, 2018

We are seeking your assistance in our timeshare cancellation with Diamond Resorts International. I have included our initial letter which was sent to Diamond in which our experience was detailed. I have also including their subsequent denial of our request and our rebuttals. As you will see from our correspondence, Diamond continues to disregard our concerns and will not bend to our request. I feel confident Diamond is quite aware of their sales representatives' fraudulent tactics and am appalled at their lack of attention. I understand we signed and initialed several times on contract paperwork, however we purchased based on what was told to us. We had no time to review the contract documentation during the signing session and the rescission period offered was nowhere near long enough to realize we were scammed.

We ask that your agency assist us in getting us a resolution we deserve – a cancellation of our contracts and membership. Should you need anything else for your investigation, please don't hesitate to contact me.

Respectfully,

Lyle & Freda Kimball
806 Aries Drive
Euless, TX 76040
760-420-1111 | lyledkimball@gmail.com
Member: 59-15207783

Attn: Diamond Resorts Hospitality

December 11, 2017

We would like to bring our concerns to your attention and request a cancellation of our membership based on the fact that we were given false information that effected our decision to buy. And after countless emails back and forth, it seems our problems are only getting worse.

We joined in 2010 with Monarch Grand Vacations. I don't recall the sales pitch being excessive or particularly aggressive. We were promised some freebies for purchasing, one of which we managed to jump through the hoops and use, a cruise in late 2011. Until Diamond took over, our membership was usable and enjoyable.

Here's where things start to get ugly. Somewhere along the line, perhaps in 2012 or so, Monarch Grand Vacations went under and the assets were purchased by Diamond Resorts International. I was actually kind of curious about this because I had been wondering how the Diamond acquisition affected our ownership, what we could now do with it, etc.

In 2014, we visited Palm Canyon in Palm Springs. We were asked upon check-in to attend an "Owner Update Meeting". We were first, of course, shown all the "benefits" of a Diamond ownership, which didn't make a whole lot of sense to me because at that point we didn't own Diamond. I just wanted to know if we could still use all our original benefits. Sure, we could, but now our priority was lowered behind Diamond owners. Thus, properties we could never get into in the first place, like the Capistrano Beach properties, were now utterly impossible for an MGV owner to get into – and they were "ours" to begin with! I hollered loud and long about that via email (attached) and actually got a call back from Stephen J. Cloobeck, then CEO of Diamond Resorts International. He verbally told me that we were lucky that Diamond had come along, otherwise, we'd have nothing (which of course now I realize would have been a better deal) and that "his" owners came first because they owned "his" product. He also made the comment that "some people shouldn't be owners". Struck me as quite elitist; but I couldn't agree more. And naturally, if I wanted Diamond benefits, I needed to become a Diamond owner. And, of course, I couldn't become an owner for some sort of reasonable "upgrade fee", I had to buy an entirely new timeshare and they would gracefully give me some "credit" for my MGV ownership.

Mari Herre at Palm Canyon kept after me about upgrading via email, phone, etc., and finally we were told we HAD to at least buy something called a "Sampler Package" to guarantee our right to upgrade, otherwise we were going to be faced with naked HOA assessments of $5000 or more on our MGV ownership because the "properties were in bad shape and needed repairs and upgrades" and why should Diamond owners pay for it, it wasn't "their" property (but they had first priority to USE it). I have some of this email thread (attached), but I am sure you can pull this from your records. So, finally in 2014, since my budget never could accommodate a "naked assessment", I was scared into the "Sampler Package" to "guarantee" our upgrade path and point price. At that point, we had 18 months to upgrade or we'd lose the upgrade path AND we could not USE any of the sampler package's 15,000 points we bought otherwise we couldn't be credited that on the down payment towards the so-called "final" upgrade. We didn't use it, but of course we continued to be hammered on about "completing" the upgrade which we finally did in August 2015. Somewhere in either 2014 or 2015, we were arm-twisted into each of us opening affiliated credit cards, so we could offset our maintenance fees. We were getting impatient about the length of one of the meetings and Mari actually had the audacity to say, "you're being paid to be here".

We didn't use the timeshare in 2016 because we moved to Texas and nothing is near enough to use, but I had a business trip in 2017 that gave me the "opportunity" to use some in

California. Naturally, the moment we show up, the concierge starts hammering me that we "HAVE TO" attend an Owner Update Meeting and now they are completely different than they were before, but we'd still get our two $75 gift cards and some other lovely parting gifts. So, we agreed to see if the leopard had changed its spots. We were again shown the lovely benefits of the Silver level of ownership at 15,000 points (9000 was already twice as much as I could ever use in a year, by the way). We could 'buy down' our maintenance dollars by selling some of the points back to the company for that year and we could offset our maintenance in half a dozen other ways (because using the credit cards for it was chump change, so they said). But it was "not about points" (they repeated this over and over again) – so why did I have to buy another $22,000 or whatever it was to get these magic benefits (after first showing some ridiculous $80,000 price for them)? Oh, and here the threat was that the maintenance fees would grow at an exponential rate, they tried to scare us with a number WAAAY over what we pay now that no comprehensible per year rate increase would ever get to. The supervisor guy actually got very angry that we didn't accept his ~~offer~~ extortion. The girl was nice enough, but didn't have anything to say that we were interested in hearing. She was frantic that we weren't accepting the offer. And yet here we were again, spending our "vacation" time fuming over some over-the-top sales pitch instead of enjoying the "benefits" of ownership. We have only had ONE multi-day trip during Diamond's tenure where we weren't abused in this fashion, and quite frankly I think it is because I bought that week on the open market (because, of course, I couldn't actually get it using my membership).

We collected our $75x2 VISA gift cards for our 3 hours of time or whatever it was and left. Some months later, I got a call from Diamond to see if they could reserve us for our other "free gift" of a 3-day stay (presumably in Branson, MO, the only location within an 8-hour drive of us). I asked if it required an "Owner Update"? She said yes, and I said 'No, my wife and I are never attending another one of those. Your company's sales tactics suck.' I perhaps less-than-politely declined their offer.

As you can see, our time with Diamond has been quite tumultuous, to say the least. In every meeting, we were never allowed to just buy to the next level of membership, it was always some arbitrary (and naturally much more expensive) number of points we had to buy. So, we frankly put in a lot more money for no more benefits than we would have had at the minimum point level.

At this point, we are demanding cancellation and a refund of what we've paid in. Please send the proper paperwork to make this happen.

Respectfully,

Lyle & Freda Kimball
806 Aries Drive
Euless, TX 76040
760-420-1111 | lyledkimball@gmail.com
Member: 59-15207783

---------- Forwarded message ----------
From: "Donnell, Cindy" <Cindy.Donnell@diamondresorts.com>
Date: Dec 20, 2017 4:25 PM
Subject: Request to Cancel
To: "LYLEDKIMBALL@GMAIL.COM" <LYLEDKIMBALL@gmail.com>
Cc: "FREDAKIMBALL@GMAIL.COM" <FREDAKIMBALL@gmail.com>

Dear Mr. & Mrs. Kimball,
We are in receipt of your letter regarding your request for a cancelation of your contract. Our account records indicate that your most recent purchase for THE Club® full membership points was on 03-Aug-2015.
We regret to hear of your dissatisfaction regarding your purchase. We certainly hope those feelings dissipate and you will allow us to assist you in staying vacationed now and in the future.
After fully researching your concerns, regretfully, we must decline to cancel your purchase at this time as you are outside of the rescission period. We have reviewed the documents that we feel support this sale, the use of these points and the reasons why you purchased with us that day. We feel you may have reported to us a case of buyer's remorse. I understand, it was perceived by you, that our team pressured you into making a purchase you were not interested in making. We do not advocate high pressure sales approaches and it is a part of our ethos to always treat everyone we encounter with the upmost courtesy and respect. In fact, we encourage all guests who feel inconvenienced to contact our team immediately. Our teams try not to apply pressure but they are really passionate about helping our members reach their full membership potential and receive the best value we can offer. Ultimately, it was your choice to purchase, if upgrading was not what you wanted to do, you could have left the presentation or rescinded the purchased contract.
As such, we do not feel there was any intentional pressure applied. With that said, Diamond Resorts does not have any reason to consider a cancellation of contract.
We are always available to assist you with making reservations, to answer any questions or address any concerns that you may have. If you should have further questions or concerns regarding your account or would like to discuss how to make your membership work for you, please contact 702-473-7645.
If you find yourself in a position of hardship, we may consider relinquishment requests on a case by case basis due to medical hardship, or other extenuating circumstances. You may send an email or letter with the details of your hardship and documentation that will substantiate your claim (s) and I will submit it for review for consideration to cancel your ownership even with the active loan. I make no guarantees as to if this can be approved or not.

Kind Regards,

Cindy Donnell | Hospitality Management Specialist II | Diamond Resorts International® | Tel: 702.473.7645
Vacations for Life® | Stay Vacationed.®

Ms. Donnell,

Thank you for your response to our letter, however, I highly doubt our feelings will dissipate. It truly perturbs me that your only response or reasoning for denying my cancellation is because we are outside of the rescission period and you

claim I have buyer's remorse. Not only that, but sadly, your response seems "canned". Did you actually read my letter and supporting emails?

Firstly, allow me to comment on being outside of the rescission period – our problems didn't develop during your 5-day rescission period. Nor did we know we had been completely bamboozled yet. Only over time did we learn the things they told us weren't really accurate or even true.

As for having "buyer's remorse" – the audacity of that statement leaves me speechless. Each "decision" we made to purchase and upgrade was because of what your sales reps scared us into – purely TO DEFEND OURSELVES from whatever Diamond's latest threat was, not because we were truly interested in the product, particularly on the offered terms. The sales tactics you use are ridiculous! Again, we've only had ONE trip during your tenure where we weren't abused. And yes, it is abuse. Which leads me into your next point –

Of course no one advocates high pressured sales tactics – they aren't ethical. This abuse, as we both know, happens. Diamond is quite notorious for it – anyone that has been to your meetings can confirm this and you can read about thousands more incidences with any Google search! There is a clear difference between having passion for one's job and pressuring someone to purchase by telling them lies or misleading information and making them feel as if they are being held hostage until they agree to sign on the dotted line – we've felt held hostage by the concierges to even get our room keys! And we have shared our concerns with you – you should have copies of those emails.

Telling us misleading information and multiple lies, making us feel like we have no other choice other than to upgrade, and then finding out we've put in a lot more money for no more benefits than we would have had at the minimum point level is enough to make anyone want out - and on top of that then finding out last June (2017) that even though we had complied with all of Diamond's ridiculous requests, the abuse hasn't ended. Always a new threat from Diamond to defend ourselves from. Enough is enough.

I believe those are valid reasons to consider our request. If you don't have the authority, I give you my permission to share my letters with someone that does.

Lyle & Freda Kimball

From: "Donnell, Cindy" <Cindy.Donnell@diamondresorts.com>
Date: Feb 2, 2018 7:58 PM
Subject: Cancelation Request
To: "LYLEDKIMBALL@GMAIL.COM" <LYLEDKIMBALL@gmail.com>
Cc: "FREDAKIMBALL@GMAIL.COM" <FREDAKIMBALL@gmail.com>

Dear Mr. & Mrs. Kimball,

I have received your response to my email and I did read your letter. I have reviewed your account again and come to the same conclusion. If you felt you were pressured into this contract that is where the recession period comes in. It gives you a chance to look over your purchase and how to cancel it if you were not happy with it or you didn't like how it was sold to you.
Sales presentations are not mandatory, you have the right to refuse to attend. If you do attend you can stand up and walk out after the 90 minutes to receive your gift.

I do see that you have used your points in 2017 and have banked some points into 2018. That's good you should use them. And being a Diamond member gives you access to many more resorts and the special discounts for resorts

throughout the year, much more than being a Monarch member and you still have access to the Monarch properties. If you need help in utilizing your points or going over your account, we are always here to assist you.

Respectfully,

Cindy Donnell | Hospitality Management Specialist II | Tel: 702.473.7645
Diamond Resorts™ | Stay Vacationed.®

Cindy,

Again you bring up the rescission period and as I've stated, our problems didn't develop during your 5 day rescission period! We didn't know we had been lied to and deceived into purchasing!

You state you can get up and leave – have you been to one of these meetings personally? Before you worked for Diamond? Then you have no idea how much pressure is put on you to stay and buy!

We've shared our concerns with you before and now again, and yet here you are, again, doing nothing about it. Yes, we used some in 2017 and found out again there is no end to your pressure. So we've had enough. We purchased due to being deceived, and you continue to try and do that the same to us on every vacation we try to take. So we are no longer interested in being a part of the Diamond network. We won't be sending another payment. And we will continue this fight.

Lyle & Freda Kimball

From: Lyle Kimball [mailto:lyledkimball@gmail.com]
Sent: Thursday, March 15, 2018 11:14 PM
To: Donnell, Cindy <Cindy.Donnell@diamondresorts.com>
Cc: FREDAKIMBALL@GMAIL.COM
Subject: RE: Cancelation Request

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]
Hello, Cindy –

We are still awaiting response to our February 19, 2018 email.

Thank you, Lyle & Freda Kimball

From: Donnell, Cindy [mailto:Cindy.Donnell@diamondresorts.com]
Sent: Saturday, March 17, 2018 4:32 PM
To: 'Lyle Kimball'
Subject: RE: Cancelation Request

Dear Mr. & Mrs. Kimball,

I am going to re-open your case so it can be re-looked at. Someone will be in touch with you next week.

Respectfully,

Cindy Donnell | Hospitality Management Specialist II | Tel: 702.473.7645
Diamond Resorts™ | Stay Vacationed.®

Florida
Attorney's General Office

MAY 23 2018

Citizen Services

Lyle and Freda Kimball
806 Aries Drive
Eules, TX 76040

PUCKNVILLE
TN 370
16 MAY '18
PM 6 L

$0.47 0
US POSTAGE
FIRST-CLASS
062S0009567473
FROM 37204

RECEIVED
MAY 21 2018
Office of the Attorney General
Ft. Lauderdale Consumer Protection

Office of Attorney General
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

33301-500110

May 8, 2018

CSI timeshare AR
(From Ft. Land co)

To whom it may concern:

I have been disputing our membership and contracts with Diamond Resorts International since January of this year and wish bring it to a final close. I have asked that they cancel all my contracts as I was misled and deceived when purchasing the timeshare and then again with the subsequent upgrades. I initially purchased because I was led to believe this would be a sound investment. I have been subjected to high-pressure, aggressive sales tactics and told many lies that ultimately affected my decision to purchase. I sent a letter of concern to Diamond in January and since then we have been going back and forth trying to reach an amicable solution. I was able to get one contract cancelled and refunded but only because my wife wasn't present at the meeting. Though I appreciate the cancellation and refund, their reasoning for the cancellation and refund seems minor compared to how I was lied to and taken advantage of in the first meeting. I have included all the correspondence regarding this dispute for your convenience.

I have stopped payment on the contract and maintenance fees in efforts to get the attention of the company since they seem to only care about our payments. I truly believe I am a victim of timeshare fraud. I am still being harassed by the sales and financial departments within this company on a frequent basis.

I am asking that your agency aid me in resolving this issue. I am willing to give written statements to help in this matter. I simply want the ownership and any debt cancelled with a refund of all of my investment.

Please contact me with any further questions and or suggestions.

Regards,
Randy Freitas
121 Aston Grande Drive
Daytona Beach, FL 32124

randycep@gmail.com

December 21, 2017

Dear Diamond:

As my time with Diamond has been riddled with empty promises, lies and misleading information, I am demanding you cancel my contracts and membership. I refuse to be a part of an organization that practices hard-sell, shady sales practices and will no longer be a victim of your fraudulent ways. Please allow me to share my experience that will validate my request.

My first meeting was initially scheduled for July 27th, and I was at the Mystic Dunes office early. Approximately 20 minutes after the scheduled time, they informed me that they would have to reschedule me until the next day and they offered a $25 meal voucher for my trouble. The reservation form specified the conditions that if married, the spouse also had to be in attendance, but she was not vacationing with me, so they ignored this matter entirely.

July 28th, I arrived early for the meeting with Sales Representative, Elmira Mullaeva. After an initial 20-minute explanation of my current fee simple Mystic Dunes 1 week ownership, she then said that "nobody sells timeshares that way anymore" and "they are all done with points now". She said the big advantage of changing my membership to points was I would no longer be at risk of special assessments and the annual maintenance fees would not increase. She said as there are fewer and fewer fee simple owners, there would be fewer owners to spread those maintenance fees to, and their fees would continue to escalate, whereas point ownership avoided this problem. She also explained that I wouldn't have to pay fees to travel to other Diamond Resorts, unlike I would have to do if I kept my fee simple membership and wanted to exchange my week for someplace else. She said the points ownership would make such reservations easier and with more certainty. She went on to also say that my son could inherit the points/DR membership, but it was totally up to him to accept or not, and if not accepted then it was just finished upon my demise.

Elmira also mentioned a couple of times that some members actually set up a business and rent out the vacations to others, and make money at doing so. I was intrigued by this opportunity, which I later discovered to be more hype than fact, to say the least. She did say, though, that the membership is primarily for personal use.

She then went on to explain the points, levels of membership, Diamond Resort locations, and the ability to defer points and maintenance fees until 2018, and that the down payment amount could be paid by their Diamond Resorts Barclay's credit card which when used for other expenses, could help pay for maintenance fees to a large degree, if not completely.

My 2017 Mystic Dunes maintenance fees had already been paid, as I was using that 1 week and that is why I was there. She also offered 2 free round-trip air fares to Maui and a 1-week stay at the Diamond Resort facility in Ka'anapali. I was also given a 3-day, 2-night Relaxation Reward, redeemable at approximately 1 of 6 locations. The Mystic Dunes ownership was quit claimed to Diamond Resorts supposedly in exchange for 8,500 points and 6,500 bonus points, plus full Silver Loyalty Benefits.

The meeting that was supposed to be 50 minutes, went beyond 4 hours before it was all finished and I'd been deceived, duped, pressured to the point of signing. As I am a 65 year old senior citizen, I felt as if they used this to their advantage and I was easy prey.

After this purchase, I tried to make a reservation for my 3-day 2-night Relaxation Reward at the Daytona Regency in Daytona Beach. No matter the dates in 2017, they had no availability, BUT they did offer a special event at the same facility for the Epcot Food & Wine Festival for $150. They had multiple 4-day, 3-night dates available at the Daytona Regency.....go figure. This set the stage for my next purchase on October 11, 2017.

My meeting was scheduled for 90 minutes. Once again, it had the same requirements for attendance.....spouse if married, but once again that was ignored as she was not vacationing with me, and the penalty for not attending the meeting in keeping with their written requirements was to pay the full price of my stay, which I believe was in the neighborhood of $1500. The Sales Representative I met with was Brad Leslie.

Initially Brad checked off a list of 8-10 items he had, saying we would cover all those items....another "review of benefits and how to maximize one's membership". Within the first 30 minutes, that list was pretty much being ignored by him, as he started in on the annual maintenance fees of $2894. I thought this was the total for what I already had and for the "solution" he was proposing by purchasing more points, so I could then qualify to sell back points to offset much of the $2,894 in January each year. He never verbally indicated there was actually another $834 in annual maintenance fees that would be incurred. I said I was concerned about these fees and worried I had bitten off more than I should have, plus it disturbed me how the Relaxation Reward was not available, but the Event was for another $150. Also, I had not yet received any news about my 2 free airline tickets and Maui trip. I have enclosed his presentation notes on the maintenance fee and selling of points to offset most of it. He never presented or reviewed anything on the cost of the mortgage and those payments, just hammered on the maintenance fees, and how he would personally help me with everything since I was local, too. The meeting lasted about 4 hours all told, and signing documents was rushed. The inheritance by my son was confirmed in the same manner as the July 28 purchase/sales rep.

After the meeting, I noted the $210 "Reservation Equity" had not been applied. I texted Brad a picture of the certificate and he said he would apply the credit and Diamond would send a check in about 2 weeks.....after the "free look" period conveniently enough. When I hadn't heard back, I texted Brad on November 6 and he said he would check on the status. On November 14, I still hadn't seen a check or heard from Brad so I texted him again. He responded "No worries. You should (have) it within a week or so." On November 22, I received a cashier's check from Brad himself, not Diamond Resorts. I texted him that this gave me more concerns about DR "not living up to their offers yet again" and reminded him about the issue not being able to book the Relaxation Reward. He responded "do you have a couple of minutes to talk? I have a couple of quick things to go over with you and a question to ask." I have attached screen shots of these text exchanges. I told him maybe we could talk in December, and left it at that because I don't want to give him the opportunity to try and explain it away and make a bigger sucker out of me than I already am.

Every time I turn around DR is trying to sell special event trips for more money, and get more opportunities to schedule "reviews" under duress to sell more and more, regardless of anything else. I'm embarrassed that I didn't see through your deceitful practices and total lack of regard for the client financially, as well.

As you can clearly see, both purchases have been based on lies. I expect a full refund of what I have paid in and an immediate cancellation of my contracts and membership. If you do not comply, I will contact the Attorney General, the BBB, FTC, ARDA, CFPB, and any other agency I can to assist in my endeavor. My case has merit, and you should be able to accommodate my request.

Regards,
Randy Freitas
randycep@gmail.com
Contract #s: 0026006202, 0026081698

10/11/17 BRAD LESLIE'S PRESENTATION NOTES

100% Financing

2894 ÷ 12 = 241/month

DIAMOND RESORTS
INTERNATIONAL

Stay Vacationed:

$2,894

100% Fees
100% Loss

OR

MORE POINTS
more options
more benefits

1) SAVE $
2) REDIRECT SAVINGS TO Help offset cost X

EXAMPLE

$ 2,894 (NOW)
- $ 2,894 (SAVE)
0
+ $ 2,894 (Extra)
$ 2,894 TOTAL COST
X 10 YEARS
$28,940 X

Fees

OR

5,000 more POINTS

★ OWN 20,000 POINTS

★ Ability to get Double USAGE
★ VALUED GETAWAYS
3,000 Point MAX

TOTAL USAGE EXAMPLE

40,000
- 15,000 (Actually use)
25,000 Left for (Point Redemption)
★ X .08 per POINT / .09
$ 2,000 Check Reimbursement

JAN 1 – MAY 31st / July
to decide !!!

TRAVEL SERVICES
Hotel - Air - CRUISE

DiamondResorts.com

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

NOW	NEW
2894	2894 (NOW) + ~~2000~~ (Extra) 4894 TOTAL using 40K
	$2000 Check
	2894 TOTAL if used 15,000 POINTS

Sprint Wi-Fi 4:14 PM 90%

Brad Daytona Diamond

Wed, Nov 22, 11:31 AM

Got your personal cashier chk today. I appreciate that but that gives me more concerns about DResorts not living up to their offers yet again. The only reason I did the event there was because DR said they didn't have any Relaxation Reward dates available. I'm considering scraping all of it

Sorry, I can't talk right now.

Friday 2:11 PM

Hi Randy, do you have a couple of minutes to talk? I have a couple of quick things to go over with you and a question please.

iMessage

Sprint Wi-Fi 4:15 PM 90%

Brad Daytona Diamond

iMessage
Mon, Nov 6, 11:34 AM

Hi Brad. Can you check the status of the rebate check please? Randy Freitas

I sure will

Tue, Nov 14, 5:44 PM

So what's up with the rebate?

Text Message

Sorry, I can't talk right now.

iMessage

No worries

You should it within a week or so

Tks

iMessage

DIAMOND RESORTS
INTERNATIONAL®

Date October 9, 2017

Pay to the order of Randall William Freitas $ $210.00

TWO HUNDRED TEN *Diamond Dollars*

Visit the Concierge for details on how to take advantage of your equity credit

MEMBERSHIP ACCOUNT
10600 WEST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89135

Authorized Signature

Not legal tender. Not valid for cash. Restrictions apply.

This equity credit can be applied towards the purchase of points in a Diamond Resorts Collection. Only Valid during guest stay and expires upon check-out.

Payable To: Randall William Freitas

Check Number:	Reservation Number:	Res Type:	Description	Amount
[redacted]	809027192	Marketing Special Event	Reservation Equity	$210.00

Please detach and retain this statement for your records

MEMBERSHIP ACCOUNT
10600 WEST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89135

From: "Gray, Kaitlin" <Kaitlin.Gray@diamondresorts.com>
Date: January 23, 2018 at 2:25:42 PM EST
To: "randycep@gmail.com" <randycep@gmail.com>
Subject: Cancellation Request
Hello Mr. Frietas,

I am contacting you today in receipt of your request to cancel your most recent purchase of 15000 points in the US collection for contract #17594074 and 5000 points in the US collection for contract #17629592.

After careful review of your account I have determined that your contract purchase for 15000 points in the US collection will be denied cancellation as I have determined there are no grounds for cancellation nor enough information to substantiate your claims of sales misrepresentation for the following reasons:

1. You stated you were told verbally that your maintenance fees would not increase. – You have signed a contract that clearly states in your purchase agreement the estimated cost of your annual fees which was $2894.00. This information is also backed up in your purchaser's acknowledgement:

2. You stated you were told you could use Barclay Card points to offset maintenance fees -. This information is also signed and acknowledged in your contract by you to :

3. You stated your wife did not travel with you. - Due to the fact that you were staying on a fixed week and checked into your presentation as a single man, your wife is not required to tour with you. The only time we require you to travel and tour together is if you are staying on a marketing stay.

That being said, we will not be processing a cancelation of your contract #17594074. Please be advised you are still obligated for all financial responsibilities associated with your membership, including your loan and your annual membership fees. You were also given a state mandated rescission period within which you were able to review your documentation and, if you determined that the contract wasn't right for you, you were welcome to cancel within that rescission period for a full refund with no penalty.

You attended a presentation to hear information regarding our products and were provided the terms and conditions of the opportunity in full disclosure.

I regret that I was unable to provide your desired resolution.

This brings me to the topic of cancellation of your second purchase in Daytona at the Daytona Beach Regency for 5000 points in the US collection:

After reviewing your contract and circumstances stated, Diamond Resorts at this time has agreed to cancel your purchase of contract #17629592 and we will provide you with a full refund due to the fact that you were traveling on a marketing stay and you went on a presentation without your wife being present.

We will be sending you a Mutual Release Agreement for this contract which you are required to sign, notarize, and return to Diamond Resorts before your refund can be processed.

I hope that you will contact me should you require any further assistance.

Kaitlin Gray | Hospitality Management Specialist II | Tel: 702.473.7645 EXT. 21038
Diamond Resorts™ | Stay Vacationed.®

****

Kaitlin,

Thank you so much for investigating my concerns.

You state you cannot cancel contract #17594074 – I disagree with your reasoning. I was deceived into buying points that would ensure the maintenance fees would not increase and would not be subject to assessments. As we discussed during our phone call, I was told my fee simple maintenance fees were subject to increases due to fewer fee simple owners and subject to special assessments. I was told that buying points would eliminate these problems. I knew there was a change from what I had to the higher amount. My meaning was expressed clearly to you in our phone calls - the new maintenance fee would not increase and was not subject to assessments because I purchased points, as instructed.

Yes, I was told the down payment amount could be paid by their Diamond Resorts Barclay's credit card which when used for other expenses, could help pay for maintenance fees to a large degree, if not completely. If this is not the case, then why was I told this?

And here again, the reservation form specified the conditions that if married, the spouse also had to be in attendance; this matter was ignored, just as it was in Daytona. Though you state "due to the fact you were staying on a fixed week and checked into the presentation as a single man, your wife is not required to tour with you" – the reservation form stated otherwise. Even your own people don't know the difference or they just intentionally skirt this matter. At the July meeting, the receptionist specifically instructed me to mark single for marital status as my wife was not vacationing with me. I saw no difference in the purpose behind the meetings and how they were conducted.

The state mandated rescission period was nowhere near enough time to realize I had been lied to. You don't realize until you tried to do whatever you were lied to about.

And no, I was not provided the terms and conditions of the opportunity in full disclosure. I was lied to and led to believe something other than what the facts were. Again, I felt taken advantage of due to my age.

I would ask you to reconsider this cancellation.

With all that being said, thank you for agreeing to cancel contract #17629592 – could you please advise me of the total amount that will be refunded as well as when I can expect to receive the paperwork for this cancellation?

Respectfully,
Randy Freitas

From: "Gray, Kaitlin" <Kaitlin.Gray@diamondresorts.com>
Date: February 2, 2018 at 5:59:41 PM EST
To: Randy <randycep@gmail.com>
Subject: RE: Cancellation Request
Hello Mr. Freitas,

Thank you for allowing me the opportunity to assist you with this matter. In regards to your inquiry pertaining to contract # 17629592 that Diamond Resorts has agreed to cancel, we will be refunding you the down payment amount that was paid in the amount of $4,800.00. We have mailed you a mutual release agreement as of 01.25.2018 and once these documents are returned, we will submit for your refund which can take up to 21 days and will be refunded in the matter it was initially provided.

Your request to cancel contract #17594074 has already been escalated to our executive management team and has been denied, we have reviewed all contract information and recordings from this purchase and for these reasons, Diamond Resorts stance on this matter will not change. It is not uncommon that during an owner use week stay for current owners, that a husband or a wife may travel solo and make and additional purchase on their own and it is also not a requirement that both parties attend the presentation in these circumstances. There are separate rules, however, preventing members from purchasing additional points without the presence of their spouse if they are traveling for a marketing stay as you were in Daytona.

Please be advised you are still obligated for all financial responsibilities associated with your membership, including your loan and your annual membership fees.

I hope that you will contact me should you have any further questions.

Kind Regards,

Kaitlin Gray | Hospitality Management Specialist II | Tel: 702.473.7645 EXT. 21038
Diamond Resorts™ | Stay Vacationed.®

****
Kaitlin,

Have you alerted the executive board of my last response to your first denial and the corrections as well as other concerns you failed to address? It's apparent from your previous response that you were under a misunderstanding about what I was told about the fee simple annual fee vs the point system. Secondly, as I seriously emphasized to you in my conversation then, I will have nothing to do with liars, and I was blatantly lied to about that matter and that was the main reason that compelled me to enter into the contract. I was misled, misinformed, coerced, and flat out lied to. I am steadfast in my resolve and will not have any further dealings with your company. You cannot be believed at all in person, or on the phone, in my experience and opinion. The Orlando/Mystic Dunes sales reps were proud they have a higher closing rate than other sales locations, purportedly because they do a "better" job. Now I know why. It's not because they do a better job, it's because they lie more, are better liars, and apparently get away with it more frequently.

I just want to be sure the proper facts are being relayed; I don't feel this matter should be closed.

Again, thank you for the cancellation and refund of contract 17629592.

Regards,
Randy Freitas

****

Kaitlin,

Facts from the sales site? You mean the documentation? It's a shame that's all we have to go on here. Documentation is not going to show the misinformation, the coercion, the lies and deceit I endured. You state you take into consideration all of my statements however I have repeatedly been referred to the documentation. My word means nothing with your company – what happened to me means nothing. You have made this clear. I do not feel valued in any way, shape or form.

I'm well aware I'm not the first person to bring concerns such as these to you. In fact, I may join the class action lawsuit that is being reopened against DRI. It's filing is indicative of your widespread deceptive practices. Also, here in Orlando News6 investigative reporting is very popular and perhaps I should also share my story and experience with them, as well? Though I'd prefer to settle this individually with a full cancellation, refund, and you keep fee simple mystic dunes week.

I will not need further assistance in utilizing my membership – I will have nothing further to do with your fraudulent ways!

I am willing to do whatever takes to make this happen – a refund and cancellation. Please let me know how to proceed.

Respectfully,
Randy Freitas

****

From: Randy <randycep@gmail.com>
Date: Thu, Apr 12, 2018 at 11:24 AM
Subject: Dispute Resolution
To: lossmitigation@diamondresorts.com, hospitality@diamondresorts.com, accountservices@diamondresorts.com, accountserviceshelp@diamondresorts.com

To whoever can help finalize a resolution to my dispute:

I have been going back and forth with Kaitlin Gray for a while now and since I sent my last response to her on March 6th, I haven't heard another word! As stated to her, I will continue expressing my concerns until a resolution is achieved. I don't think it's fair you have the documentation that protects you...but yet there is nothing for a member's protection? We deserve better!

I'm sure you can pull this from your file, but our latest communication was as follows. I'm hoping someone will be back in touch with an amicable solution.

****

From: "Gray, Kaitlin" <Kaitlin.Gray@diamondresorts.com>
Date: April 28, 2018 at 5:55:48 PM EDT
To: Randy <randycep@gmail.com>
Subject: RE: Cancellation Request
Mr. Freitas,

I apologize I was not able to respond to your inquiry in March. I have just returned from a maternity leave. I have reviewed your recent correspondence sent to Diamond Resorts. Please be advised you are still obligated for all financial responsibilities associated with your membership. Please be advised you are still obligated for all financial responsibilities associated with your membership. Our position has not and will not change as the information remains the same. It serves no purpose to pursue this matter going forward. We are considering this closed. I have escalated this issue to the highest level of management and your request for cancellation has been denied.
Sincerely,

Kaitlin Gray | Hospitality Management Specialist II | Tel: 702.473.7645 EXT. 21038
Diamond Resorts™ | Stay Vacationed.®

Randy Freitas
121 Aston Grande Dr.
Daytona Beach, FL 32124

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stamps.com

Office of Attorney General
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

RECEIVED
MAY 21 2018
Office of the Attorney General
Ft. Lauderdale Consumer Protection

CSI Follow up
AR

MAY 17TH, 2018

JORGE & MIRIAM GABINO
609 COLUMBUS AVE. #8P
NEW YORK, NY 10024

RE:
PAM BONDI
THE CAPITOL PL 01
TALLAHASSEE, FL 32399

CONTRACT #: 16857860

Dear Pam Bondi,

On **August 28th, 2012,** we filed a complaint through your office against **Diamond Resorts.** In the original complaint, we sent copies of each letters that we have sent to the resort, as well as their correspondences. We had hopes that the information provided would depict our efforts in this situation, and that this would be enough for you to contact the resort for a response to our complaint. Please let us know what additional information you would need from us in order for this to happen, and we will provide the necessary documents. We have been going through this since **July of 2016** and would greatly appreciate some assistance in this matter. We look forward to your response.

Sincerely,

JORGE GABINO

MIRIAM GABINO

MIAMI
FL 331
17 MAY '18
PM 5 L

32399-7021

JORGE & MARIAM GABINO
609 COLUMBUS AVE. #8P
NEW YORK, NY 10024

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Pam Bondi
The Capitol PL 01
Tallahassee, FL 32399

CS/ timeshare
AR

Pedro Rivera
Carmen Rivera
7433 Deer Path Ln
Land O Lakes, FL 34637
(813)-996-0541

May 29, 2018

Pam Bondi
Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

RE: Consumer Fraud/ Diamond Resorts International
Consumer: Edward & Carmen Rivera
Loan Acct #0024851182

Dear Mrs./Ms. Pam Bondi:

We are residents of Florida. Please allow this correspondence to serve as a formal Complaint for Fraudulent Business Practices against:

Diamond Resorts International
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Please allow this correspondence to serve as a formal Complaint against Club Wyndham Plus for Fraudulent Business Practices as defined in F.S. 817.034. Club Wyndham Plus representatives made material misrepresentations to us and induced us to sign their contract. A full statement specifically setting forth the facts is also enclosed. We contacted Club Wyndham Plus and requested that they terminate our contract with them however they refuse to do so. An Affidavit specifically setting forth the facts is also enclosed.

Club Wyndham Plus has failed and refused to acknowledge our attempts to resolve this matter amicably. Because Club Wyndham Plus refuses to discuss an amicable resolution of this matter and continues to harass us, we are left with no alternative but to request that your office conduct an investigation. Please contact us as set forth above.

Thank you for your time and attention to this matter

Sincerely,
Pedro Rivera
Carmen Rivera

Pedro Rivera
Carmen Rivera
7433 Deer Path Ln
Land O Lakes, FL 34637
(813)-996-0541

May 29, 2018

Diamond Resorts International
10600 W. Charleston Blvd.
Las Vegas, NV 89135

ATTN: Owner Relations

Notice of Cancellation of Contract

RE: Loan Acct #: 0024851182

Dear Sir/Madam:

Please allow this correspondence to serve as a **Notice of Cancellation of Contract for our timeshare membership.** We have previously made good faith attempts to resolve this matter including numerous telephone calls and/or letters/emails, however this matter has not been resolved to our satisfaction and we therefore wish to cancel the contract in its entirety and request all payments made toward this contract be returned to us immediately.

We have enclosed an Affidavit that contains a summary of the reason for this cancellation.

Please forward any necessary cancellation documentation.

Thank you for your attention to this matter.

Sincerely,

Pedro Rivera
Carmen Rivera

Affidavit Of Pedro Rivera

State of Florida)
)ss.
County of Pasco)

I, **Pedro Rivera,** being first duly sworn, do hereby state under oath and under penalty of perjury, that the following facts are true:

1. I am over 18 years old and a resident of the County of Pasco, State of Florida.
2. I have personal knowledge of the facts stated herein, and if called upon as a witness, I could testify competently thereto.
3. In 2016, while staying at a timeshare in Orlando, Florida, my wife, Carmen Rivera, and I purchased a timeshare with Diamond Resorts, NV.
4. Since the initial purchase, my wife and I have been unable to use our timeshare due to our serious health issues (see copies of Pedro and Carmen Rivera's health conditions attached)
5. During the presentation many statements made by the sales representatives were found to be inaccurate after our transaction became final. There were many instances of delays in completing the closing.
6. A big issue with the timeshare began when we were told we could not make loan payments through our credit union, instead we would have to make payments through BarclaycardUS. com.
7. When we refused to comply, they gave us an address in another state. However, the address provided did not know what our payments were for, so we got charged late fees.
8. We have not tried to give away our timeshare because we feared retribution from anyone we got involved. We were sure future problems would arise.
9. We are afraid to use whatever benefits we purchased due to the fear of becoming entangled in any legal issues that might come about.
10. We feel at our ages, Carmen being 75, and I being 76, we were taken advantage of by the resort. The resort was just trying to make a quick "sale". At our age, we should not have to worry about the monthly mortgage payments on something we do not use.

11. Due to the stated reasons above, the misrepresentation by the resort, and our severe health issues, I would like to cancel our contract with Diamond Resorts, NV.

Further affiant saith not.

Pedro Rivera

Pedro Rivera

State of Florida)
)ss.
County of Hillsborough)

Sworn to and subscribed before me this 31 day of January, 2018 by **Pedro Rivera** who is Personally Known_____ **OR** Produced Identification X

Type of Identification Produced: FL Driver's License

Notary Public
State of Florida
County of Hillsborough

SANDRO FERREYRA
Notary Public – State of Florida
Commission # GG 170989
My Comm. Expires Dec 26, 2021
Bonded through National Notary Assn.

Pedro Rivera
Carmen Rivera
7433 Deer Path Ln.
Land O' Lakes, FL 34637

1000 0501 3656 2E

Pam Bondi
Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

CS| TimeShare
QB

John & Christina Aydelotte
8625 Lake Isle Dr.
Temple Terrace, Florida 33637

Concerning our Ownership with Diamond Resorts:

Member #: 9-374291954 & Contract #: 0026985743

To Whom It May Concern,

We are John and Christina Aydelotte and we are currently in the middle of a dispute with Diamond Resorts. We are disputing our ownership with them based on the lies and misrepresentation given to us at the point of sale and by the sales representatives. We are also disputing our ownership based on the fact that this purchase is not at all how it was sold to us. Through the years we have come to learn that this so-called investment is nothing more than a wolf in sheep's clothing. There are an incredible amount of loop holes and hidden fees that make it next to impossible for an owner to really use this ownership as it was promised. We have asked that Diamond terminate our ownership and contracts immediately as well as refund us the full amount of money we have given them. Especially since we have paid them for something we cannot use. We have decided to reach out to your agencies in the hopes that you may be able to offer us some advice on how to conclude the dispute. We hope that you may also help us to negotiate with Diamond Resorts to get us closer to our goal. We have had some communication with them, but they stall and have not offered us any kind of option for termination. Anything that your agency can do to assist us will be greatly appreciated and please feel free to contact us should you need further information. We have included a copy of our first letter to them and the limited correspondence we have had with Diamonds representatives. Thank you and have a wonderful afternoon.

Sincerely,

John & Christina Aydellotte

John & Christina Aydellotte
8625 Lake Isle Dr.
Temple Terrace, Florida 33637

02/06/2018 Member #: 9-374291954 Contract #: 0026985743

Dear Diamond Resorts,

My name is Christiana Adelite, my husband and I are timeshare owners with your company. I am not pleased with my experience with Dimond Resorts thus far. Please allow this letter to suffice as a letter of complaint and a request to find a resolution to the many difficulties we are experiencing.

In April we decided a mini vacation was just what our family needed. We booked a stay at Mystic Dunes, and upon check in we were told that we were one of the chosen few to do a short 90-minute presentation while staying there and we would be compensated for our time with a $100 gift card and a cruise. The presentation was set for the next morning at 9 a.m. They held 49$ on our card just to ensure that we would show up and promised the hold would be released once we attended the presentation. Our 12-year-old daughter was with us on our vacation, and since the presentation was only supposed to last 90 minutes we sent her to the activity room while we attended the presentation. Sara was the initial representative we spoke with. She asked a lot of questions about our family, what we did for a living, how often we took vacations, what our hobbies were, and what our future were. Little did I know this information she was prying out of me would be used to take advantage of me later. I was told that they had resorts all over the world and that I wouldn't have to worry as much about the cost for hotel accommodations when traveling with my pastor, which I did frequently. It was even promised that if I happen to be staying somewhere that wasn't a part of diamond resorts, that they partnered up with various hotels and I could use my points to pay for a room. I told her the destinations that I would be traveling in the future and was told that I could be accommodated in those places no problem at all[1]. We told her that we were trying to purchase a house and our priority was to get our credit up, she urged us that by buying a timeshare with Diamond that it would help us when the time came. Another salesman then came and asked why we were hesitant, we explained to him the same thing we had explained to our previous rep. He then confirmed what Sarah had told us about how this would be a *great way to help us build our credit.* Then, he threw in a Hawaiian vacation including airfare as a bonus if we signed today, which I had previously told Sarah was one of my dream vacations. Sarah insisted that she did not tell him that and that it "must be god's work, because how could he have known". Your sales team went as far as being malicious enough to use "Gods work" in a fraudulent sales pitch. Looking back now, I am appalled at the lack of ethics you allow your business to profit off of. Time was ticking by and our daughter was getting antsy, and impatient. I had a headache and was not feeling well and wanted some time to think on it, after all this was a big decision. We were extremely overwhelmed at that point, and they were not backing off. We had been there for hours, mind you this is hours of our vacation we will never get back. Time that could have been spent with my daughter, who at this point had not eaten and was hungry. They would not take "no" for an answer, we finally asked them to go away and let us pray and find some clarity. We tried to

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John & Christina Aydellotte
8625 Lake Isle Dr.
Temple Terrace, Florida 33637

focus and pray but they kept watching us, like vultures hunting their prey. We were told that we had to decide today, and that the offer would no longer be on the table if we waited until tomorrow. We told them we could not put down what they were looking for as a down payment, so we would have to pass. He told us to wait and he was going to see what he could do to assist us, he came back with a few offers which were lower each time. He came back with the "exciting news" that they had a *so called down payment assistance program and we might qualify for it.* As soon as our credit check was approved, they had applied it to the purchase before giving my husband the paperwork to sign. Moments later we found out that this was a credit card through their company and it was immediately maxed out. So now we are not only paying a monthly mortgage, but also a monthly credit card we were failed to be informed we were getting. Your Quality Assurance Officer blew through our contract and did not give us time to read through anything. She quickly paraphrased everything, and in good faith we believed her. After all we thought we were buying into an honest and reputable company. We took the information they gave us to be legitimate and true. Now after what was supposed to have taken 90 minutes of our day, has now taken 8 hours. We missed out on family obligates we had made and wasted a whole day of our vacation.

On June 17th of 2017 we attended an "orientation" to help explain how to use our timeshare. This was supposed to be informational, and educational for us as owners of a timeshare. We had some questions and just needed clarity on a few things. I asked them to please explain how to use the points, because like I had told my original sales representative, I had a trip I was going on in September and wanted to use them. After all the whole reason we chose to waste yet another 6 hours with a room full of what we now know to be deceiving scam artists, was to get our questions answered, but they couldn't do that. All we were told was that there was a error on our account and that we should have gotten more points the first time, but because of the error we were not informed. We were told that if we added them today we would get them at an extremely low price that has never been offered before and will never be offered again and was offered yet another trip to Hawaii or an Alaskan cruise. We agreed to purchase another 7500 points. In order to pay for the additional points, we were talked into getting an extra line of credit on the card they had already tricked us into. They determined it would be in our best interest to separate into two payments because we could get the interest rate of the 2nd loan cheaper than the first one. It was broken down into 4 payments. The initial payment was put on my husband's personal credit card for $925. The next three payments would be as followed: July 14th, 2017 for $1000, August 14th, 2017 for $1000, and September 14th 2017 for the remaining balance of $822[2]. This was written up and put into a contract, when we began to sign the sales representative said there was an error and that it needed to be fixed and ripped the document up. He brought us a new one, and quickly rushed us past the areas we had already signed on the previous agreement. So just a quick recap,

John & Christina Aydellotte
8625 Lake Isle Dr.
Temple Terrace, Florida 33637

what was supposed to have been a 120 min orientation, turned into another 6-hour sales pitch that sucked us into purchasing more points.

When we left the orientation, we went back to our room to put everything up and spend time with our daughter. When we approached our door, we saw some strangers coming out of our room, where our personal belongings were. They apologized and said they had just checked in and that it was the room number and key that had been given to them at check in. We then tried to enter our room with our key, and we were locked out. We immediately went to the front desk and demanded an answer as to how this negligence behavior could come about. We were treated with horrible customer service, I could not believe how I was treated as not only a guest but an owner.

August 14th rolled around and the payment of $1000 was taken out as scheduled and agreed on, then August 30th the remaining balance of $822 was taken out of our account, which is not what we agree on in the contract that we signed. Please refer back to Footnote 22 witch states that the remaining balance of $822 was to be taken out September 14th, 2017 not August 30th. They told us that the money would immediately be redeposited back into our account, however it took multiple phone calls to get that done.

When I tried to use the points to get a hotel like we had planned from the beginning, I was told I had missed the deadline to do that and that I would be charged money to book the room. So essentially, I am losing money and points to book a hotel with one of the diamond affiliated hotels. Please refer to Footnote # 1 earlier in my letter where I was told I could book "pretty much anywhere in the world, no problem at all". This turned out to be false.

In December our family needed another vacation, with all the extra points we received to appease us of the errors they made we were upgraded to VIP status. Upon check in they informed us that we had been selected again to be set up with another 90-minute presentation to let us know about the upgrades and new features that they had. Again, we were told our time would be compensated with another $100 gift card and a cruise. We already knew how this was going to go, we did it for the gift card and watched the time cautiously this time. We expressed how displeased we were with the company and if we knew what we knew now then we would have never signed up. Their only resolution was for us to buy more points, so we would have more flexibility and wouldn't be out so much cash when booking like I was before.

I understand I legally entered a contract, however I did so base on the lies, and unethical behavior form your sales team. I think I have provided more than enough information to support my case. I am requesting that Dimond resorts terminate my timeshare ownership immediately, as well as full refund of the amount of monies I have paid thus far for down payments, fees, etc.

Sincerely,

John & Christina Aydellotte

From: Gray, Kaitlin <Kaitlin.Gray@diamondresorts.com>
Date: Sat, Apr 21, 2018 at 8:22 PM
Subject: RE: Response for Cancellation
To: Tina Aydelotte <caydelotte10@gmail.com>

Hello,

I hope you are well. Thank you for taking the time to provide correspondence to my reply to your previous letter. As previously advised, Diamond Resorts has not agreed to cancel your contract based off of these claims and our stance on this matter is to remain the same unless further documentation is provided.
We apologize for any excessive exuberance from the sales team who attempt to inspire you with Vacation Ownership but contractually we see no flaws in your purchase.

I assure you that we are a company that cares and we have a team of passionate agents standing by to assist you with utilizing your membership to its full advantage.

We hope that you can continue to use your membership and that we are able to provide you with many memorable vacations in the future.

I regret that I am unable to provide your desired resolution but I encourage you to reach out to me if you have any further questions.

Kind Regards,

Kaitlin Gray | Hospitality Management Specialist II | Tel: 702.473.7645 EXT. 21038

Diamond Resorts™ | Stay Vacationed.®

From: Gray, Kaitlin <Kaitlin.Gray@diamondresorts.com>
Date: Thu, Mar 1, 2018 at 6:11 PM
Subject: Cancellation Inquiry
To: caydelotte10@gmail.com <caydelotte10@gmail.com>

Hello John Marshall Aydelotte and Christina Aydelotte:

Hope you are well. My name is Kaitlin. I am contacting you from the Hospitality Department of Diamond Resorts. We are in receipt of the letter you sent in dated February 12, 2018.
First I would like to thank you for allowing me the opportunity to assist you and apologize for any dissatisfaction you have been experiencing with your current membership.

After reviewing your letter, it appears that the main points of concern with the purchase of contract #17733623 were that you were told you can use points for hotel rooms, increase your credit score, the Barclay credit card, and the quality of your meeting with the Quality Assurance Officer.

After reviewing your contract information, I have gone over your "reasons why I purchased sheets" and it appears that your main reasons for purchasing the first contract were for the Flexibility of locations, Rolling over points, and Luxury accommodations. For the second contract, you signed that the reasons why you purchased were for the Silver Loyalty and your Diamond Dream Holiday. I certainly hope you are still happy with these benefits that you are currently receiving. Our records indicate that all of these promises were in fact fulfilled.

To address your concerns, I would like to begin by stating that you are certainly able to use your current points towards hotel rooms for reimbursement up to 20% of the cost as well as through our luxury hotel program for a 20% discount on hotel rooms to be covered by your points at 20 cents per point. You also have the option to book additional resorts through Interval International as well as Club Select. I am not sure if these products have been properly explained to you but I would be happy to review them with you so that you fully understand how to use your membership.
In regards to your point about purchasing to build your credit scores through financing of the loan, I am sure that this purchase would in fact have some sort of impact on your credit rating as long as you are making timely payment on your loan, however; your signed contract information does in fact state that you are purchasing for your own personal use and enjoyment and not for any type of financial gain.

Lastly, you stated that you were approved and charged for a Barclay Credit card without your knowledge. I have reached out to the sales team as we do take these types of allegations very seriously and I have determined that these documents were in fact signed and agreed to (please see attached.) The way the process works is this: The credit card application must be filled out in full by the guest, it is then turned into contracts and processed, if it is approved the customer has to sign a purchase proposal that states that they will be using the new Barclays card for the down payment before it is charged.

You were welcome to ask any lingering questions to the Quality Assurance officer at the time of purchase and they are required to answer them in complete honesty to make sure that you fully understand your purchase.

In order to address the concerns of your second purchase which were with the installments for the down payment of your loan and an issue you had with another guest being assigned to the same unit as you.

I have also reviewed your truth in lending act from your contract information and it appears the payments were charged accordingly as stated in the signed contract information. As far as the issue with the room, we would like to apologize for the inconvenience. According to the notes on your account, this issue has been addressed and you were given a certificate for the inconvenience.

That being said, we will not be processing a cancelation of your membership.. Please be advised you are still obligated for all financial responsibilities associated with your membership, including your loan and your annual membership fees. You were also given a state mandated rescission period within which you were able to review your documentation and, if you determined that the contract wasn't right for you, you were welcome to cancel within that rescission period for a full refund with no penalty.

I hope that you will contact me with any further concerns

Kind Regards,

Kaitlin Gray | Hospitality Management Specialist II | Tel: 702.473.7645 EXT. 21038

Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

John & Christina Aydelotte
8625 Lake Isle Dr.
Temple Terrace, Florida 33637
Member #: 9-374291954 & Contract #: 0026985743

04/16/2018

Dear Diamond Resorts and Kaitlin,

We have received your email and do thank you for responding however we have further concerns and are worried that you have missed the overall message that our letter was intended to have. You continuously bring up our contract which I now understand but we are not wanting to cancel our ownership due to what is explicitly outlined in the contract. Our desire to cancel comes from the fact that your sales people use unethical and shifty sales practices and then your company does not deliver on those promises. Your sales people voluntarily leave out vital information that if we had been given would have changed our decision to purchase in the first place. Thanks to this so-called "investment" we made, due to sales representative's advisement, we are stuck with this timeshare and overly high priced maintenance fees. We are appalled that such a reputable worldwide company would allow such preposterous behavior to be conducted within your business. Before our last purchase, I wholeheartedly thought Diamond might actually be giving us something worthwhile. We have slowly but surely been awakened by the implausible and unreliable experiences we have had to go through. In truth we were clueless to the whole timeshare industry and had placed our trust in Diamond, so at the time when speaking with your sales representatives and the so called "Quality Assurance Officer" we never thought to verify the authenticity of the claims and promises we were being made. We will continue to dispute all further and future owner obligations to Diamond due to the various counts of fabrication and misrepresentation that our contracts were acquired under. Please do not waste either of our time by trying to convince us that this is just a big misunderstanding, we are aware of exactly what is going on here. We do not wish to harm the reputation of your company, and hope that we can make this process as painless as possible for the both of us. In addition to the cancelation of our ownership, were requesting that we be reimbursed every penny that we have paid to your company since our initial purchase I hope that you are willing to do what it takes to make this situation right and if you cannot, please pass on our case to someone who can. Please re-read the letter that we have sent to your offices to really understand our concerns and that we wish to have our ownership with Diamond FULLY cancelled.

Sincerely,

John & Christina Aydelotte

Aydellotte
8625 lakeise Dr.
Temple Terrace, FL 33637

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Pam Bondi
FL OFFiCe of Attorney General
100 SE 6th St, Floor 10
Fort lauderdale, FL33301

33301$5001 C001

CS/Timeshare
AM

John W. Collick Jr.
147 Kennet Dr
Suffolk, VA 23434
757-570-0377 ~ FirstSgtC@yahoo.com

June 8, 2018

Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

To whom it may concern,
I am writing to discuss a fraudulent and deceptive sales pitch, across two states (Virginia and Florida) that resulted in my wife and I purchasing a timeshare that we neither wanted nor can afford. In the following pages, I describe, the bait & switch tactics that were used.

I have tried to resolve this through Diamond Resorts (DR), but their representatives state that they're not responsible for anything their sales staff says. Even though we relied on the information provided by the sales staff, DRI headquarters says that it's our problem, not theirs.

Except for the Sales Proposal, no documents provided to us have any DRI representatives names or signatures; therefore, we believe the contract may actually be void or voidable.

I am sending the same information to the FBI Field Offices responsible for Norfolk and Tampa, the U.S. Secret Service Financial Crimes Division and to the Attorney General of Virginia, where the first part of this "bait and switch" occurred.

Please see the attached information that was provided to Diamond Resorts and other parties which has an interest in this situation.

Sincerely,

John W. Collick Jr.

Cc: FBI Norfolk
FBI Tampa
Consumer Finance Protection Bureau
Attorney General, Commonwealth of Virginia
Attorney General, State of Florida
The Colonies at Williamsburg
American Resort Development Association
Better Business Bureau

First purchase: Sampler – November 2016, Virginia Beach, VA
Sales Agents: Stephen Kim, Beach Quarters Resort, Virginia Beach, VA
Purchase Prices: Approximately $2,500.00
Financed by Diamond Resorts and the balance rolled into the new loan after the second purchase

Second purchase August 2017, Mystic Dunes, Celebration, FL
20,000 points purchased
Maintenance fees about $3,594.94
Purchase price: $58,092.
Amount financed: $46,346.43 @ 11.99%
Mortgage balance as of 2/10/2018 $45,527.89
Mortgage Number: 0027289957
Barclay cards was charged $11,020 at an interest rate of 20.99%
Sales agent: Morida Ishak, Mystic Dunes Resort, Celebration, FL

We have no signatures on any document provided to us
We never received mortgage documents, HUD statement
We received a folder with several documents containing only my signature and Lisa's signature; there are no signatures of Diamond Sales or Management Staff on any paperwork provided
We signed the documents using a tablet
They said we needed to initial a form with our Social Security numbers. They must have run a credit check because the Barclay card was charged for the down payment, but we were not aware the card was being charged.

I believe this follows FBI's White-Collar Crime and Bait and Switch tactics, Fraud and Credit Card Fraud. I have tried to resolve this with Diamond Resorts Headquarters in Las Vegas, but they just say you signed the contract and we are not responsible for what our sales staff say. It's our problem and we misunderstood. I am age 55 and 100% Disabled Retired Marine 1st Sgt. My wife is age 52 raises our children; one of whom is severely disabled with Down syndrome. We first heard of Diamond Resorts while in VA Beach at one of their timeshares that we traded our points to stay there. While there we were told we ***needed*** to attend a meeting because DRI was up and coming as the premier timeshare company in America. We told them we were happy with our timeshare "The Colonies in Williamsburg, VA. Stephen Kim explained DRI is buying up resort properties including acquiring "The Colonies. We could not afford the purchase because of an injury and I was out of work, so we were offered a Sampler Package Stephen Kim said they hardly ever offer. It would give us a chance to try out Diamond. After spending over 3 hours in the presentation that was to be 90 minutes with our disabled son that was very agitated at the time we gave in and bought the sampler for $2500.00. An hour later we were able to leave.

In July 2017 we were contacted to attend an "Events of a Lifetime" in VA Beach. Because we had our 13-year-old son who has an IQ and behaviorism of an 18-month-old we told them we could only go on family vacations and within a few minutes they offered an Event of Lifetime in Orlando at Mystic Dunes Resorts and we accepted. We needed to use our Sampler package anyway. This is where the real nightmare began and the most important part of our claim. We

were told by Morida Ishak (aka Rida), the event coordinator, that she was NOT a member of the sales staff and these events are normally for Platinum Members but this one was to showcase Diamond Resorts and she specifically stated, it was not to sell anything. We already said we could not purchase anything at this time and she assured us the getaway was for information only.

During this event that lasted 3 days with different meetings we were taken to dinner, breakfast and third day a lunch. That is when we unwittingly participated in a sales presentation; she kept saying she was NOT trying to sell us anything but, as an owner herself, she wanted to tell us about the benefits of owning Diamond Resorts through the eyes of an owner, not a salesperson.

She asked where we would like to try to vacation and I said The Outer Banks, NC. She got out her tablet and entered the information for the Outer Banks the following week that was still in season. The results showed many available units and we should get close to where we wanted to go. During the presentation I was in a lot of pain from my accident and was going from standing to sitting all afternoon.

After 2 hours my wife had to go to our unit to get me pain medicine, also our son was getting very agitated. This put tremendous stress on all of us and Morida Ishak seemed to know this. When I asked her about Mr. Kim's statement of DRI acquiring The Colonies she confirmed but she didn't bring it up because it was not public yet.

Again, we said we didn't feel comfortable joining because of financial situations. Then, Morida Ishak focused on our 14-year-old daughter asking her if she was going to Disney World. We said it wasn't in our budget. Then she asked our daughter if she'd like to go there on her birthday and she said yes! Morida Ishak explained we could use Diamond points for theme parks tickets, air travel, hotels, and many other leisure activities. Our daughter asked could we use them for Broadway shows Morida Ishak enthusiastically said "of course!" Then she said if we became members today she would give us tickets to Disney.

She continued to explain as Platinum members, when we had enough points we could pay our maintenance fees if we wanted or use the rewards from our Barclay credit card to pay fees. We told her we did not want a credit card but later found out they applied for one on our behalf. We were asked to sign papers to see if we qualified for a down payment and later advised us we had been approved for the down payment and new credit card that we needed to pay maintenance fees. We did not know it was a credit card application. We were led to believe the down payment was included in the overall monthly payment.

Morida Ishak was trying to talk us into getting the credit card; she said if we used it for routine necessities and paid it in full each month we could easily use the reward points to pay maintenance fees. She said she uses her reward points to pay the maintenance fees and has never paid any maintenance fees out of pocket. My wife Lisa asked if we could use Diamond properties when we didn't stay overnight, Morida Ishak again said "of course, if you are owners." When asked if we could use Great Wolf Lodge in Williamsburg, VA Morida Ishak again said "yes, Diamond owns Great Wolf Lodge" but, there might be a charge for the water park.

After 2 more hours Morida Ishak asked if we would like to become members. We did not want to own 2 timeshares; The Colonies and Diamond Resorts. Morida Ishak said Diamond would take our week at The Colonies and rent them to offset the cost and increase our points to 50,000 to make us Platinum owners. Once The Colonies was paid off, she "guaranteed" Diamond would purchase from us at the fair market value. We felt if Morida Ishak was willing to ensure us Diamond bought back The Colonies from us we could safely purchase Diamond. We used the information by both Mr. Kim in VA. Beach and Morida Ishak in Orlando to make, what we believed was an informed decision and believing this purchase was in our best interest. Several months later when we attempted to start making reservations and to use Great Wolf Lodge on a day trip, we found they both lied to us to make a sale.

1. Mr. Kim lied when he told us Diamond was in the process of acquiring The Colonies. Morida Ishak lied by confirming this.
2. Morida Ishak lied by confirming we could use the amenities at Great Wolf Lodge which she said Diamond owned.
3. Morida Ishak lied when she said we could use points to purchase Broadway shows and amusement park tickets.
4. Morida Ishak lied when she said Diamond could buy back our membership at The Colonies once paid off.
5. Morida Ishak fraudulently displayed the ease of making reservations during peak season at the Outer Banks on her company tablet when she knew that we would not be able to make those same reservations using the tablet Diamond provided us.
6. Morida Ishak lied when stating that she was in no way connected to sales staff and no intent of selling anything.
7. Morida Ishak used deceit to gather personal information she used to influence our decision and manipulated our daughter by offering her Disney Tickets and telling her we could use points for Broadway Shows.
8. Morida Ishak and or Diamond staff at Mystic Dunes applied for credit card on our behalf without disclosure of such action.
9. We were told that we had to buy today in order to get best price. Price was hugely discounted because of my disabled Veteran Status.

When we received our first bill from Barclay Bank we found out the card was used for the down payment. I thought that we would have some rewards built up for maintenance fees, found out no points are given on down payments and to get enough reward points to pay maintenance fees I would have to charge over $300,000 a year on the card. We attempted to use Great Wolf Lodge amenities and were told we could not unless we were staying overnight. We contacted Diamond Headquarters who advised us that we cannot use any resort amenities unless we stay overnight, and they are not responsible for anything salespeople may have said.

Please attach this complaint to FBI Complaints 5182351123, 2703037572, 2407703531, 9109775537, 2546995080, 4085104412.

Provided to Diamond Resorts
via Email

Special Agent in Charge
FBI Norfolk Field Office
509 Resource Row
Chesapeake, VA 23320

John W. Collick Jr., age 55
100% Disabled/Retired Marine
Lisa M. Collick, age 52
Dependent Children: Ann M. Collick, 15
James F. Collick, 13 (Severely intellectually disabled with Down syndrome; currently in a St. Mary's Home for Disabled Children, a Catholic organization).

Phone Number: John (757) 570-0377
Lisa (757) 570-0748
Virginia residents

Originally sent to the below offices/people on
May 22, 2018

To Diamond Resorts Consumer Advocacy
Michael Flaskey, CEO Team
Barclay's Bank President's Office
Prosek, DRI PR Firm
ARDA
Association of Vacation owners
CEO, Vacation Village Resorts (Owner of The Colonies of Williamsburg)

We want our purchase of 55,000 points rescinded. I will describe the bait & switch tactics that were used against us. I attempted to resolve this through Diamond Resorts, but Kaitlin Gray stated that Diamond is not responsible for anything their sales agents say.

As we requested, we were provided with hard copy sales documents, but only the purchase proposal had any names typed on it (in very small print). None of the actual sales documents provided have any DRI agents' names or signatures.

I will be filing complaints with the appropriate regulatory and law enforcement agencies. I wanted to provide you with a copy of our complaint, before initiating filings, in the event Diamond will contact us. We hope that the company be made to understand the harm Diamond sales agents are causing families by allowing Diamond sales agents to commit fraud.

We owned two weeks at both sides of The Colonies at Williamsburg VA, so four weeks. This resort was owned, and is still owned by Vacation Village. To our knowledge, Diamond is not acquiring The Colonies, as both DRI sales agents in Virginia and Florida told us to convince us to buy Diamond points.

I spoke with Vacation Village Resorts, who owns The Colonies. They were very clear that they would never sell The Colonies. When I told them what happened, they got concerned and are forwarding my information up the chain.

Please contact me at the above phone number should you care to discuss our situation. I will be reaching out to veteran organizations for help. I will be making a YouTube to warn other veterans.

John Collick
Member Number: 0026225777 (Sampler Package)

First purchase: Sampler – November 2016, Virginia Beach, VA
Sales Agents: Stephen Kim, Beach Quarters Resort, Virginia Beach, VA
Purchase Prices: Approximately $2,500.00
Financed by Diamond Resorts and the balance rolled into the new loan after the second purchase

Second purchase August 2017, Mystic Dunes, Celebration, FL
11,500 Club Combo points for including our Colonies weeks
Temporary Platinum Loyalty Benefit
20,000 points purchased
Rollover Sampler points 12,750
31,500 annual points including the Club Combo
Maintenance fees about $3,594.94
Purchase price: $58,092.
Amount financed: $46,346.43 @ 11.99%
Mortgage balance as of 2/10/2018 $45,527.89
Mortgage Number: 0027289957
Platinum package number 0027289957
Barclay cards was charged $11,020
Current Barclay card balance $8,752.02 as of 5/22/2018 at an interest rate of 20.99%
Sales agent: Morida Ishak (LNU), Mystic Dunes Resort, Celebration, FL

We have no signatures on any document provided to us
We never received mortgage documents, HUD statement
We received a folder with documents with only my signature and Lisa's signature
We signed the documents using a tablet
They said we needed to initial a form with our Social Security numbers. They must have run a credit check because the Barclay card was charged for the down payment but we were not aware the card was being charged. The interest rate is now 21% for the Barclay card.

My wife and I first heard of Diamond Resorts during a weekend away at a Virginia Beach resort over Thanksgiving 2016. We were contacted by a Diamond representative advising us of a meeting that we *needed* to attend and that we'd get free gifts for attending. They made it sound like it was

mandatory. When we arrived, we met Mr. Stephen Kim, who explained that Diamond was "up and coming" as the premier timeshare company in America. We said we were not interested.

Mr. Kim explained that DRI is buying up resort properties, and is acquiring "The Colonies" in Williamsburg, VA, where we owned four week. He stated that since DRI will own The Colonies soon, it's best for us to move over to DRI right away to 'get in on the ground floor'. He explained that to get the best vacations, we'll have to add more points after DRI takes over the Colonies, so we should get points now, while they're much cheaper than they will be after DRI purchases The Colonies. We fell for this deception. We don't believe Diamond is in the process of buying the Colonies.

I was out of work because of an injury, so we could not afford to purchase a membership. They offered us a "Sampler Package," which Mr. Kim said they hardly ever offer, except in exceptional circumstances like ours. We have learned anyone can buy a Sampler. This was deceptive. After spending over three hours in the presentations with our then 11-year-old son Jimmy, who is extremely intellectually disabled and was very agitated, we agreed to the Sampler. Jimmy has an IQ and behaviorisms of an 18-month-old.

In July 2017, we were contacted by DRI to attend an "Event of a Lifetime," in Virginia Beach. We told them that we cannot participate because of Jimmy. In Virginia Beach the Event was adults only; we can only go on family vacations because of Jimmy's disability. Instead, we were asked to attend an "Event of a Lifetime" in Orlando, Florida, at Mystic Dunes Resort, which we accepted.

Upon our arrival at Mystic Dunes, we met Morida (Rida), who was the "Event of a Lifetime" coordinator and, unbeknownst to us, was also a sales agent. ***From the outset, she made it very clear that she was NOT a member of the sales staff.*** She explained that these events are primarily for Platinum members but the event we were participating in was to showcase DRI – specifically stating it was not to sell anything. That set us at ease. Again she assured us the getaway was for information only.

We arrived at Mystic Dunes and attended a dinner. During the evening, Rida took "selfies" with everyone and made the night very personal. Throughout the evening, she asked all sorts of personal questions that she later used when explaining the benefits of owning DRI, while making it clear that she was not trying to sell us anything.

The next morning we met the group at the reception center and took the bus to Dave & Buster's for breakfast. I was in extreme pain, requiring the use of my cane to stand and walk; I had to take pain medication all day. Dave & Buster's was closed to the public; we had it all to ourselves. By this time, Rida was well-liked and trusted by everyone; in fact, my daughter felt she was just like any other lifelong family friend.

On the third day of the event, our appointment was scheduled for lunch. Rida began the presentation reiterating she was not trying to sell us anything but, as an owner herself, was ***explaining the benefits of owning DRI, through another owner's eyes.*** First thing Rida did was ask us if we have ever tried to vacation at "The Colonies" but couldn't make reservations. What she was

getting at was that it would be easier to stay at the resort I already owned if I owned Diamond points instead of depositing my week with Interval International as we had done in the past. She said Diamond owns Interval International so we would have much more priority than we currently did. I have learned Diamond does not own Interval International.

My answer to Rida was the Outer Banks of North Carolina because we were not able to exchange the Colonies for the Outer Banks. She got her tablet, entered in the information for the Outer Banks – for the following week, which was still in-season. She showed us the results, which displayed many, many available units, exactly where we wanted to go, explaining that DRI has greater power than The Colonies (through Interval International which Diamond owned), so we would **ALWAYS** get something close to where we wanted to go if we booked at the last minute or get exactly what we wanted if we booked in advance using Diamond points through Interval.

In November 2017, when I attempted to make the exact same reservations for a week on the Outer Banks of North Carolina (and I used a wide interval as opposed to Rida requesting only one specific week), using the tablet provided by DRI, but found that there was nothing available at all for the entire summer of 2018 at the Outer Banks. I then looked to see if there was availability at the same resorts on the Outer Banks, if I was booking online; there were plenty of rooms available.

During the presentation at the Event of a Lifetime, Rida focused about half her time and comments on our 14-year-old daughter, Ann, whose birthday was within the next day or two. Once Rida found out about Ann's birthday, she pointed out many locations, asking Ann if she'd like to spend her 16th birthday at one of those places.

When I asked Rida about Mr. Kim's statement of DRI being in the process of acquiring "The Colonies," she confirmed it saying something to the effect that she didn't bring it up because it hadn't been made public yet, so she isn't really supposed to tell us about it.

We explained that we didn't feel comfortable joining at that time, because of our financial situation; I was on Leave Without Pay from USCIS and my wife had been a stay at home mom for the past 30 years and was just starting to look for a job. Rida again focused on our daughter, asking her if she's going to Disney World for her birthday, to which we said it wasn't in our budget. Then she asked our daughter if she'd like to go there for her birthday; Ann quickly said yes.

With that, she explained that we can use our points for theme park tickets, air travel, concerts, theater, and pretty much any other leisure activity we could think of. In fact, our daughter asked if she could use points to see the Broadway show, "Hamilton" and Rida said "Of course." Then she added that if we became members right then, she would give us tickets to Disney. *When I contacted DRI Headquarters, explaining what we were told, Kaitlin Gray advised me that although Platinum members can use points toward air travel, they cannot use them for park tickets, concert, or theater tickets.*

She continued by explaining that, as Platinum members, once we have enough points, we could use them to pay our maintenance fees if we wanted – or we could just use the rewards from their

Barclay credit card; ***we stated that we didn't want a credit card but later found they applied for a card on our behalf.*** She did not explain that Platinum members can only pay maintenance fees at $.04 per points. If points are purchased for around $3 per point, this is a terrible value. She did not explain that only 1% of charges to a Barclay card are credited towards maintenance fees.

We were asked to sign a paper to see if we qualified for a down payment and later advised that we had "been approved" for $11,000 and a new credit card in order to pay the maintenance fees. ***We did not know it was a credit application; we were led to believe the down payment was included in the overall monthly payments. No mention was made of $11,000 being charged.***

While trying to talk us into getting the credit card, Rida told us that if we used it for routine necessities, and paid it off every month, we could easily use the rewards points for the maintenance fees. This would be helpful, she explained, particularly in our situation with me not working and not knowing if/when I'll be returning to work. **Further, she stated that she uses her rewards points from her Barclay card to pay her maintenance fees and because of the credit card; she's never paid maintenance fees. The Barclay card only credits 1% toward maintenance fees so $300,000 would have to be charged in a year to pay a $3,000 maintenance fee. Rida probably charges $300,000 a year.**

When we received our first bill from Barclay's, it was the first we learned the Barclay card was charged for the down payment. At this point we still declined to join. Then Lisa asked if we could use amenities on DRI properties when we don't stay overnight. Rida said "Of course, if you're owners." Then, Lisa specifically asked if we could use the amenities at Great Wolf Lodge in Williamsburg, and again, Rida said "yes" but there might be a nominal fee for use of the waterpark.

When we attempted to use Great Wolf Lodge amenities for a day trip, we were told that we could not, unless we were staying overnight. We contacted DRI Headquarters, who advised us that we cannot use any resort amenities unless we stay overnight and that they ***"are not responsible for anything salespeople may have said."***

After another two hours, Rida asked again if we'd like to become members. Lisa and I continued to stress that we do not want timeshares with both "The Colonies" and DRI. She started "fast talking," explaining that DRI would take our weeks at "The Colonies" and rent them to offset the cost of the points we would be purchasing and that they would increase our points to 50,000 (by being temporary Platinum members). She said that once we had paid off the outstanding loan for "The Colonies", DRI could purchase the Colonies from us at the fair market value. To speed things up, she said we could take out a personal loan to pay off the Colonies, and then call her as soon as we're ready to sell the Colonies; she said this is something that most people do anyhow. She said we could take that money and use it to pay down the personal loan. We felt that if Rida was willing to ensure DRI bought back "The Colonies" from us, we could safely move forward to purchase DRI. In Kaitlin Gray's dismissal below, she said Diamond would not buy the Colonies.

We believe Diamond sales agents used bait and switch tactics because of the following reasons:

1. Their methods are based on "bait and switch" tactics - telling the potential buyer that the Sampler (trial) Package is not something that is normally provided. Anyone can purchase a Sampler.
2. We learned that both sales agents lied to us to make the sale. Mr. Kim lied when he told us that DRI was in the process of acquiring "The Colonies." Rida lied by "confirming" this.
3. Rida lied by stating that we could use the amenities at Great Wolf Lodge, which she said DRI owned. Great Wolf Lodge is not owned by Diamond. It is an affiliate property and would be far more expensive to stay at than booking online. They do not allow day use.
4. Rida stated that we could use points to purchase Broadway Tickets and Amusement Park Tickets. This was not true. Rida manipulated our daughter with the promise of using DRI points to attend "Hamilton" and other Broadway shows.
5. Rida fraudulently displayed "the ease of making reservations," during peak summer season, at the Outer Banks of North Carolina on her company tablet, when she knew that we would not be able to make those same reservations using the tablet DRI provided to us.
6. Rida lied to us by stating that she was in no way connected to the sales staff and had no intent of selling anything.
7. Diamond does not own Interval International making it easier for us to book the Outer Banks of North Carolina.

DRI headquarters staff states that they are not responsible for what their salespeople say. However, in my research, I have found that many of the things I have discussed here are common complaints about DRI's sales staff in virtually every state they do business.

Diamond provides a CLARITY promise of clear, concise, accountable and transparent information. If Diamond's official policy is that Diamond is not responsible for what their sales agents say, then they should not provide a CLARITY promise.

During a recent ARDA World Conference in Las Vegas – The Global Timeshare Event, Rhett Bolling, Senior Vice President of Diamond Resorts spoke about how to overcome objections and resistance to buying. He explained that after the potential buyer express the fear of buying, the creation of trusting relationships is imperative, along with providing a compelling value proposition. When you consider that information in the context of what I provided above, it's clear that these illegalities are endemic within Diamond Resorts, with the knowledge and support of DRI senior management.

Also, during that ARDA World event, the "Consumer Lifecycle" (presumably, of a timeshare member) was described as "from initial contact through debt collection" (presumably through foreclosure as deception is endorsed and encouraged to make the sale). With a lifecycle described as such, mortgage fraud must play a significant role in this business.

I'm hopeful the FBI, the FTC, the US Secret Service, and all Law Enforcement entities with jurisdiction over these types of crimes in Florida and Virginia will investigate our allegations against Diamond Resorts and their employees identified herein. I will provide any and all information, documents, and correspondence I have in my possession, along with the names and contact information of many others who have been defrauded and/or deceived by employees of Diamond Resorts.

Sincerely,

John W. Collick
Cc: FBI Tampa
Federal Trade Commission
U.S. Secret Service Financial Crimes Division
Consumer Finance Protection Bureau
Attorney General, Commonwealth of Virginia
Attorney General, State of Florida

Kaitlin Gray,

I hope this note finds you well. I just wanted to tell you that another person from DRI has been trying to contact my wife. That's not going to work; she recently had shoulder surgery, as well and is on some heavy duty prescription pain killers. She will not answer the phone nor return any calls to DRI.

I have not been ignoring your calls, but have been in the doctors myself when someone from DRI called yesterday. I am also taking prescription pain medication, as I have since April 2016, so I decided to seek advice about how to communicate with you since I'm often not in the frame of mind to discuss over the phone when you have called. I was advised to use written communications in order to best protect my interests. Therefore, I am politely requesting that you use either email or registered mail to contact me; email is likely easier for both of us.

I am in the process of talking to a number of people throughout the country who have experienced the same sales tactics used on me, including the issue with the credit card. Again, my perception of this being an endemic problem with DRI grows daily, as I talk to more and more people.

In fact, some of these folks are also disabled combat veterans, like myself. And others are retired, as I am retired on Social Security disability now.

In addition to speaking with attorneys about potential class action lawsuits against DRI in Florida, my goal is to draft and publish an article, that I plan to share with each of the military times newspapers, the Veterans of Foreign Wars, the American Legion, and Disabled Veterans magazines for publication.

In addition, I plan to share with any travel related publication that will accept it and with the Apollo company and their bank underwriters, as well as the Attorney Generals of Florida, Nevada, California, Arizona, Virginia, and any other state where DRI does business, absent immediate cancellation of my contact and the return of all monies paid to DRI, including the down payment.

I will be out of town and unavailable through Tuesday, attending a funeral of a family member.

I look forward to seeing your response when I return, along with the approval of an immediate cancellation of my contract and the return of all money, including down payment, paid to DRI.

Sincerely,
John

First Sergeant, USMC (Retired)
147 Kennet Dr
Suffolk, VA 23434
(757) 570-0377

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OFFICE OF THE ATTORNEY GENERAL
STATE OF FLORIDA
THE CAPITOL PL-01
TALLAHASSEE, FL 32399-1050

(S/timeshare
AR
(from SPL CP)

May 30, 2018

To Whom It May Concern:

Please see the letter and corresponding responses enclosed in regards to a dispute filed against Diamond Resorts International. We have made several attempts at contacting them in regards to our complaints and concerns but have had no positive response. We are simply requesting a cancellation of our membership.

We would appreciate any guidance or help this agency can provide.

Sincerely,

James Mason

October 26, 2017

I am contacting you to request immediate cancellation of my timeshare contract with Diamond Resorts.

My daughter and I were initially approached at an IHOP parking lot after having breakfast with our family by 3 individuals. They told us to come to a "90 minute" meeting across the street by offering freebies for our family. This meeting ended up being 3 hours!!! While there, they gave the kids things to do to keep them occupied. Kim, our sales rep, wanted to know where we had been and how much it cost. Then she said we paid too much and joining DR could save us money – she said we could even pass it down to the kids and family. She told us we could gain family trust by purchasing and said it was a tax write-off and an investment. We were soon joined by a couple more reps. The amount of pressure put on us was absurd! Then we were told there would be **no** maintenance fees whatsoever. What a lie! We definitely have maintenance fees that increase every year with no warning! It seems we get a bill for anything - you send a bill for miscellaneous fees every time the wind blows!

The reps also said we could rent it easy to someone else and cover the cost – we tried this several times and were never able to do so. We were told we could call anytime and have availability anytime we wanted. This has not been the case! Nothing is **ever** available when we want it.

I feel as if we were lied to from the get-go. As stated, I am requesting immediate cancellation of my contract and a return of our investment considering the inability to use and enjoy as promised due to the lack of availability and unreasonable fee increases. I expect to hear a response from you within 30 days.

Best Regards,

James Mason
Member #16754379

From: Gross, Michelle <Michelle.Gross@diamondresorts.com>
Sent: Wednesday, November 1, 2017 9:03 AM
To: 'gmaw@twc.com'
Subject: Case ID: M-226353484 James Mason Lead Number: 61-6070268 (CID:242p6p865vb21sxdgf)

Dear James Mason,

We received your letter dated October 26, 2017 requesting to cancel and refund deeded points contract 16754379, purchased at the Accumen IOI Sales Center on June 14, 2009. You state you were advised at the time of purchase that this deed would be an investment and that you would be able to rent commercially for gain.

We appreciate you contacting us and allowing us to respond to your claims. After a full review, we cannot find any record that you have made any type of complaints until we received your letter. Our records indicate that you have been in contact with Intrawest customer service since your purchase. You have advised us through the years that you could not afford the loan payment, but, we have no indication that any sort of complaint was made regarding the purchase of this contract.

At the time of your purchase, Intrawest was still the management company of your timeshare and you purchased your property directly through them. Diamond did not facilitate this purchase, or the transactions that occurred during this purchase.

Any misrepresentation claims should have been directed to the former seller within the state mandated rescission period or while they were still in operation. We have no way of verifying any information provided to you at the sales presentation or investigating any misrepresentations claims that you bring forth.

Please refer to your original agreement or contract regarding your claims. We will continue to service you based on the contract and what you confirmed and agreed to with your signatures. Your original contract along with the terms and conditions of your purchase are clearly described and confirmed by your signatures on these documents at the time of sale. Therefore, Diamond cannot honor your request to cancel this contract. You remain responsible for this deed as agreed to at the time of sale.

If you are experiencing a financial hardship, please send documentation confirming your situation. We will review what you send us and advise if we can be of assistance in any way.

Sincerely,

Michelle Gross

Michelle Gross | Hospitality Management, Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. 79670 | Fax:702.240.2576

Vacations for Life® | **Stay Vacationed.®**
Please consider the environment before printing

Michelle,

Me telling you I could not afford the loan payment should have been looked at as a complaint. And yes, though Intrawest was the management company at the time of purchase, you have taken over these properties so now these complaints are yours. I have been sending payments to Diamond, not Intrawest. You now own my contracts - I expect what I was told to be continued on throughout your ownership or I want out! The rep at that meeting told us we could pass it down to the kids and family and we could gain family trust by purchasing. She also said it was a tax write-off and an investment. Since we've learned over time these statements were not true, we want out of our membership and contracts. We didn't sign contracts with Diamond. Nothing we were told has been honored. Again, please send paperwork needed to cancel the contracts and our membership.

Regards,

James Mason

From: Gross, Michelle <Michelle.Gross@diamondresorts.com>
Sent: Monday, November 20, 2017 5:13 PM
To: gmaw@twc.com
Subject: Case ID: M-226353484 James Mason Lead Number: 61-6070268 (CID:242p6p865vb21sxdg)

Dear Mr. Mason,

We cannot cancel your deeded week contract
You maintain an active loan that is not serviced by us. Your loan is serviced by Ansley Loan Serviced by Equiant. As long as this loan is active, we cannot cancel this contract or approve it for surrender.

We have not found any grounds that this deed was misrepresented at the time of purchase on June 14, 2009. Diamond did not facilitate this purchase, or the transactions that occurred during this purchase.

Any misrepresentation claims should have been directed to the former seller within the state mandated rescission period or while they were still in operation. We have no way of verifying any information provided to you at the sales presentation or investigating any misrepresentations claims that you bring forth.

Please refer to your original agreement or contract regarding your claims. We will continue to service you based on the contract and what you confirmed and agreed to with your signatures. Your original contract along with the terms and conditions of your purchase are clearly described and confirmed by your signatures on these documents at the time of sale. Therefore, Diamond cannot honor your request to cancel this contract. You remain responsible for this deed as agreed to at the time of sale.

If you are experiencing a financial hardship, please send documentation confirming your situation. We will review what you send us and advise if we can be of assistance in any way.

Sincerely,

Michelle Gross

Michelle Gross | Hospitality Management, Specialist | Diamond Resorts International® | Tel: 702.473.7645 ext. 79670 | Fax:702.240.2576

Vacations for Life® | **Stay Vacationed.®**
Please consider the environment before printing

Michelle:

Thank you for your response, though you're not giving me much to work with here. If this loan is serviced by Ansley Loan Serviced by Equiant, then shouldn't I contact them? You state you cannot cancel this contract or approve it for surrender – if you took over this ownership, then you are now responsible for this contract, correct?

Though you may not be able to verify the concerns I have brought to your attention, our disappointment still exists. We are not happy with the Diamond ownership and will never get usage out of it. Why continue to pay for something that we will never use?

Again, we are demanding cancellation of our contracts and membership. Please let us know how we can make this happen.

Thank you,

James Mason

From: Overfield, Ben <Ben.Overfield@diamondresorts.com>
Sent: Monday, January 15, 2018 2:11 AM
To: gmaw@twc.com
Subject: Diamond Resorts International® M-277214555 Mason (CID:ymh9q8rb71l$12g4kd)

Dear James Mason,

Thank you for your email and we are sorry to note your concerns with the response you have received from our teams so far.

Please be advised that upon receipt of your email, your account and previous correspondence has been fully reviewed by our teams.

We must advise that upon review, our position does remain the same and we have no belief that your have been misled with regards to your purchase, so we are not in a position to cancel or amend your agreement with us. With this being said, as previously advised we can certainly look to foreclose your account with us under exceptional circumstances, however for this to take place your fees and loan must be fully up to date.

As previously advised, your loan is not with Diamond Resorts so we would advise to contact the external provider and clear this before we can proceed any further with your account.

Whilst we are sorry this may not be the response you were hoping for, we trust this clarifies our position on this matter.

With Kind Regards

Ben

From: gmaw@twc.com [mailto:gmaw@twc.com]
Sent: Tuesday, January 09, 2018 10:59 AM
To: Moore, Aaliah
Subject:

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

To whom it may concern: > > > > I found your email addresses on a complaint board and am hoping you can help me come to some sort of resolution. I've been communicating with Michelle Gross but I've recently learned she is no longer employed by Diamond. I am hoping you can pull our previous emails and my initial letter of complaint but here is the most recent: > > > > Michelle: > > > > Thank you for your response, though you're not giving me much to work with here. If this loan is serviced by Ansley Loan Serviced by Equiant, then shouldn't I contact them? You state you cannot cancel this contract or approve it for surrender – if you took over this ownership, then you are now responsible for this contract, correct? > > > > Though you may not be able to verify the concerns I have brought to your attention, our disappointment still exists. We are not happy with the Diamond ownership and will never get usage out of it. Why continue to pay for something that we will never use? > > > > Again, we are demanding cancellation of our contracts and membership. Please let us know how we can make this happen. > > > > Thank you, > > James Mason > > > > ***** > > > > Dear Mr. Mason, > > > > We cannot cancel your deeded week contract > > You maintain an active loan that is not

serviced by us. Your loan is serviced by Ansley Loan Serviced by Equiant. As long as this loan is active, we cannot cancel this contract or approve it for surrender. > > > > We have not found any grounds that this deed was misrepresented at the time of purchase on June 14, 2009. Diamond did not facilitate this purchase, or the transactions that occurred during this purchase. > > > > Any misrepresentation claims should have been directed to the former seller within the state mandated rescission period or while they were still in operation. We have no way of verifying any information provided to you at the sales presentation or investigating any misrepresentations claims that you bring forth. > > > > Please refer to your original agreement or contract regarding your claims. We will continue to service you based on the contract and what you confirmed and agreed to with your signatures. Your original contract along with the terms and conditions of your purchase are clearly described and confirmed by your signatures on these documents at the time of sale. Therefore, Diamond cannot honor your request to cancel this contract. You remain responsible for this deed as agreed to at the time of sale. > > > > If you are experiencing a financial hardship, please send documentation confirming your situation. We will review what you send us and advise if we can be of assistance in any way. > > > > Sincerely, > > > > Michelle Gross > > > > > > Michelle Gross | Hospitality Management, Specialist | Diamond Resorts > International® | Tel: 702.473.7645 ext. 79670 | Fax:702.240.2576 > > Vacations for Life® | Stay Vacationed.® Please consider the > environment before printing > > CONFIDENTIALITY NOTICE: This email transmission, including any attached files, may contain confidential information and is intended only for use by the individual(s) to whom it is addressed. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the original transmission and attachments without reading or saving in any manner. Thank you.. > > I am really hoping you can help us and/or send us to someone that can. Please let us know how to proceed. > > > > Respectfully, > > James Mason

Ben Overfield | Customer Service Senior Specialist | Diamond Resorts International® | Tel: 0345 359 0010 | Mobile: 07775431923 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

Ben,

While I appreciate your response, I'm rather confused. You state you can certainly look to foreclose my account but for this to take place, my fees and loan must be fully up to date - how is that considered a foreclosure? Isn't that more like a relinquishment of ownership? A foreclosure would happen if I do not agree to pay.

Furthermore, if the loan is not even with Diamond, how can you even discuss the options? I am trying diligently to get to the bottom of this and my questions still go unanswered. If this loan is owned by Equiant, then shouldn't I contact them? It was stated previously you cannot cancel this contract or approve it for surrender – if you took over this ownership, then you are now responsible for this contract and loan, correct?

Though you may not be able to verify the concerns I have brought to your attention, our disappointment still exists. We are not happy with the Diamond ownership and will never get usage out of it. Why continue to pay for something that we will never use?

I will not continue to fight for this cancellation. Any service you could provide would be appreciated.

Regards,

James Mason

From: Overfield, Ben [mailto:Ben.Overfield@diamondresorts.com]
Sent: Monday, January 15, 2018 2:11 AM
To: gmaw@twc.com
Subject: Diamond Resorts International® M-277214555 Mason (CID:ymh9q8rb71l$12g4kd)

Dear James Mason,

Thank you for your email and we are sorry to note your concerns with the response you have received from our teams so far.

Please be advised that upon receipt of your email, your account and previous correspondence has been fully reviewed by our teams.

We must advise that upon review, our position does remain the same and we have no belief that your have been misled with regards to your purchase, so we are not in a position to cancel or amend your agreement with us. With this being said, as previously advised we can certainly look to foreclose your account with us under exceptional circumstances, however for this to take place your fees and loan must be fully up to date.

As previously advised, your loan is not with Diamond Resorts so we would advise to contact the external provider and clear this before we can proceed any further with your account.

Whilst we are sorry this may not be the response you were hoping for, we trust this clarifies our position on this matter.

With Kind Regards

Ben

From: Overfield, Ben <Ben.Overfield@diamondresorts.com>
Sent: Thursday, February 1, 2018 3:06 AM
To: gmaw@twc.com
Subject: RE:

Thank you for your email

I do apologise for the confusion over the wording - yes if your fees and loan were clear we could look at a voluntary relinquishment of your contract.

As previously advised once your fees and loan are fully paid then please do contact us and we will be happy to assist.

With Thanks

Ben

Ben Overfield | Customer Service Senior Specialist | Tel: 0345 359 0010 | Mobile: 07775431923 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

-----Original Message-----
From: gmaw@twc.com [mailto:gmaw@twc.com]
Sent: 29 January 2018 22:53
To: Overfield, Ben <Ben.Overfield@diamondresorts.com>
Subject:

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Ben, While I appreciate your response, I'm rather confused. You state you can certainly look to foreclose my account but for this to take place, my fees and loan must be fully up to date - how is that considered a foreclosure? Isn't that more like a relinquishment of ownership? A foreclosure would happen if I do not agree to pay. Furthermore, if the loan is not even with Diamond, how can you even discuss the options? I am trying diligently to get to the bottom of this and my questions still go unanswered. If this loan is owned by Equiant, then shouldnâ€™t I contact them? It was stated previously you cannot cancel this contract or approve it for surrender â€" if you took over this ownership, then you are now responsible for this contract and loan, correct? Though you may not be able to verify the concerns I have brought to your attention, our disappointment still exists. We are not happy with the Diamond ownership and will never get usage out of it. Why continue to pay for something that we will never use? I will continue to fight for this cancellation. Any service you could provide would be appreciated. Regards, James Mason

Florida
Attorney's General Office

JUN 01 2018

Citizen Services

James Mason
169E 795 S.
Fort Branch, IN

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Office of Attorney General
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

33301-500110

CST/Timeshare
AR
(from SFL CP)

Diamond Resorts US Collection Development, LLC
Contract #17703011 / 17758705
Member #77-502369897
Maintenance Acct #135554461

May 31, 2018

To whom it may concern:

We are writing to your agency to request your assistance in cancelling our contracts and membership with Diamond Resorts International. We have been disputing with them and have not gotten anywhere. I have enclosed our letter of complaint as well as the correspondence in regards to their denial and our rebuttals. Please contact me at the email address below should you need anything further.

Thank you,

Sherice and Kevon Hutchinson
Reewill4@gmail.com

Diamond Resorts US Collection Development, LLC
Contract #17703011 / 17758705
Member #77-502369897
Maintenance Acct #135554461

January 24, 2018

Dear Sir/Madam:

We are writing this letter to inform you that we want to cancel our contract for our timeshare and we expect to receive a full refund for the money that we have spent to this point. We have been misled and lied to throughout this entire process. We have been manipulated and strong armed into upgrading and buying more points and we no longer wish to do business with a company that uses these tactics to sell their timeshare investments.

My husband and I decided to visit Las Vegas, NV in February of 2017. He had never been to Vegas, so he was eager to experience it. On February 3, 2017 we were walking and exploring the Vegas strip. We were planning on seeing Zumanity and getting some food when we were approached by some guy on the strip offering us some different options to just take a 60-minute tour. I had never been approached like this before on my previous visits to Las Vegas, but he was offering us a $100 gift card and tickets to Zumanity. We declined and told him that we were not interested. This man was very persistent and kept following us offering incentive after incentive and told us it would only be 60 minutes of our time and he would have someone pick us up. After him following us and continuously talking to us we finally accepted his offer. The guy had someone pick us up and we were taken to Polo Towers for the presentation. When we arrived, we had to wait in the lounging area for another group to finish their presentation and we were offered complimentary snacks while we waited about 30 minutes for our presentation.

The group was taken into a viewing room, all the doors were closed, and we started watching a video that took about 45 minutes. The video was about Diamond Resorts and after the video was over, the Ambassador from Diamond came in and started talking to us about the resort and the different benefits that come with becoming a member. I remember how cold the room was, we were lethargic because we hadn't eaten and what was supposed to last 60 minutes was now going on 2 hours. Then we were paired with a salesperson. She was Russian and it was hard to communicate with her. She asked us about ourselves. We explained that we loved to travel and that we prefer international travels. She then took us on a tour of Polo Towers and showed us 2 different types of condos available. We toured the VIP area and this is where she tried to sell us on becoming a member and giving us information on the benefits and opportunities of being a member. We were not interested and had no interest in a timeshare that didn't allow us to travel the way we like to. The sales person told us this is not a timeshare, but a lifestyle because you travel to different places and you are not stationary to one place. We told her multiple times that we were not interested and that this is not something we want. We also told her that we were planning to buy a house this year (2017). After her trying to convince us to buy, and us resisting she then called her supervisor over to speak with us. He told us that this was a great opportunity to pass on to our children and he told us how good it would look for us

trying to buy a home because of the investment and escrow. He said he knew this because he was a real estate agent. He also explained that if we didn't get in on it now the cost would be more if we decided to come back later to purchase. The sales lady also said that we didn't have to buy so many points to get discounts on booking. We were offered 2,500 points at $12,750 along with a tablet and an additional 1250 points. We were told that we could make installment payments on the maintenance fees. What they failed to mention was that we would not be able to book a trip until the maintenance fees were paid in full (we found this out later after trying to book a trip)! They also said we could earn points on the credit card to help take care of the maintenance fees. We were told that we needed to go to an owner's presentation every 6 months to get updated on how to utilize our points and any other information. They offered us 3 days in Scottsdale, AZ or to 3 other locations to go to the presentation with a deposit to reserve our spot.

After going back and forth we hesitantly made the decision to purchase. They had already marked where we should sign and initial on the contract. We didn't get 6 hours to read the contract like the 6 and a half hours they had spent of our time on the presentation - this process was rushed and hurried along.

Excited about the ability to travel abroad with the hopes of family and friends being able to join us, I rushed to browse the Diamond website for vacation resorts for weeks and weeks. Looking for destinations to vacation with the amount of points we had seemed impossible for the locations we desired. We were not able to find any accommodations to meet our schedule or the space we needed. We finally found one that we had enough points for, so we settled for it. This was our first booking since becoming members in February 2017. We had just enough points with the points they gave us as a bonus to book the condo leaving us a balance of 75 points. When we arrived at Grand Beach we were offered $200 visa card, a 7-day cruise that we can use up to one year and $100 restaurant card to go to a 55-minute owner's update presentation. We were told that we would have to do that every 6 months, not the first trip we booked since becoming members in February and this is only May 2017. Being new to the timeshare life, I was naive to think anything other than these people are making sure you are well informed about the Diamond Resorts. I did not know that this presentation was just to harass me into purchasing more points! At this presentation we didn't watch a video or tour the property, but we were just encouraged to purchase more points because there was so much more owners could do with the points. The salesman stated that we could use points to book flights, rent cars, and buy merchandise from Diamond's online luxury shopping with select brands. We stated that we didn't want anymore points and explained that this was our first time booking and we haven't had to opportunity to see if it was worth buying more points. The salesman then told us that we could upgrade to Silver Level membership and get perks and a better experience because the points we had were not enough to enjoy the full lifestyle as a Diamond owner. We still were not convinced so he called his supervisor over and he offered us more perks and points at a lower cost. He stated the price of the points were going up as they acquire more inventory. He stated that we should have gotten a call offering us more points at a lower rate, but since we didn't get the call he would offer more points plus 6,500 Dream Vacation points. After another tiring and long presentation, we were pushed into buying 6,500 more points for $24,700. We thought that we could benefit from the points in the long run because it was so new and unfamiliar.

We have only had this timeshare for a short amount of time and in that short time we have been harassed at both presentations. I, nor my husband, want to subject ourselves to the pressure and coercion that these presentations make you feel to purchase more points. We want to cancel the contract as soon as possible. We expect a full refund of the money we have spent with Diamond which adds up to about $39,597. I will not be paying anymore money to Diamond and I expect this not to affect my credit. As I stated before we are wanting to purchase a house and this timeshare will not help with that as we were led to believe by your sales person. It could actually negatively affect my credit. This was a direct lie from your sales person. These practices you continue to use are deceptive and the only option we feel is to cancel the contract and refund all the money the we have invested in this scheme. I hope to hear from someone soon regarding the cancellation and refund of our money.

Thank you,

Sherice and Kevon Hutchinson
770-757-8940

---------- Forwarded message ----------
From: "White, Keisha" <Keisha.White@diamondresorts.com>
Date: Feb 16, 2018 2:33 PM
Subject:
To: "reewill4@gmail.com" <reewill4@gmail.com>
Cc:

02/16/2018

Mr. and Mrs. Hutchinson,

We thank you for contacting Diamond Resorts, bringing your concerns to our attention and for allowing us the opportunity to respond. This letter is in response your letter regarding your claim of misrepresentation for your purchase of contract number 17703011 with the US Collection.

First and foremost, we regret to hear that you feel you were misrepresented. As we were not present during the presentation and purchase, we can only go based on the written agreement between you and the seller, the contract. After reading your assertions and reviewing the contract, we feel there has been no misrepresentation in any way.

Please allow me to refer you to the Purchaser's Understanding and Acknowledgement of Timeshare Purchase, I have attached a copy to this email for your reference, Purchaser's Understanding and Acknowledgement of Timeshare Purchase (1) MEMBERSHIP: The number of Resort interest and ?Resorts may increase. As you stated you were advised at time of purchase. (2) POINTS: This section of agreement covers points and purchase price. (3) MAINTENANCE FEES: In this section Maintenance Fees and Dues, this section provides estimated fees, understanding and acknowledgement of annual fee increases, also acknowledges maintenance fees must be current to make reservations, and closes with I will be billed for my maintenance fees annual, in fourth quarter starting this year.(8) DEFAULT: this section covers if I do not satisfy all my financial obligations...CANCELLATION: bottom of page 4 in attachment explains cancellation recession time frame and conditions.

During this session with the Quality Assurance Officer, you are given the opportunity to discuss any and all items or issues that have been represented by any employee or agent of Diamond that are material to your purchase and are not otherwise in writing. Our account records do not indicate any questions comments or concerns were brought up at any time during the contract signing
Furthermore, you were allotted time to review the contract and make certain that this was right for you and your family. In the state of Florida , the rescission period is ten days. This can be located on the Purchase and Security Agreement, page seven (7), which states, "you may cancel this contract without the public report or after the date you sign this contract, whichever is later.
It goes on further to explain how to accomplish this.

For your convenience, I have provide you with a copy of the documents I have mentioned. All of these documents were initialed/signed by you that you understood the purchase.

With that said, Diamond Resorts does not feel that there has been a misrepresentation with the purchase of the contract. For this and all the above reasons, you will remain responsible for all of the contractual obligations and the contract will remain in force.

Should you have further questions regarding this matter, please contact me directly at 1-702-473-7645 and I will be happy to assist you. We hope in time ahead, you find your vacation ownership with Diamond to be a seamless branded hospitality experience, every time.

Keisha White | Hospitality Management Specialist II | Tel: 702-473-7645 Ext. 12849
Diamond Resorts™ | Stay Vacationed.®

Keisha White | Hospitality Management Specialist II | Tel: 702-473-7645 Ext. 12849
Diamond Resorts™ | Stay Vacationed.®

Ms. White,

Thank you for your response to our letter. It does not seem entirely fair that you can only go on the written agreement – I'm not necessarily disputing the contract, I'm disputing the fact we were deceived and misled into the purchase. How would you be able to tell this based on your review of the contract? Are you able to answer for any of the lies and deceptive info I shared? Are you able to take these concerns on to the sales teams to discuss their infractions?

- The constant harassment to attend a meeting
- When your sales reps hear "no," they need to move on
- A timeshare does NOT look good when trying to buy a house. It is NOT an investment. Points are not property; they are not deeded.
- If we don't purchase now, the price goes away
- The points earned from the credit card can't be used towards the maintenance fees
- The "phone call" scheme is just that – another scheme to make us feel like we missed out but yet they are fixing it to make us feel special. Special enough to make us think we are getting a better deal.
- The fact you have to book 13 months in advance is absurd on its own, but when you add in the fact you have to have the maintenance fees current for that vacationing year goes beyond absurdity. You're basically setting yourself up for failure here. This process should have been explained instead of spinning it and telling only half the facts of how it works.

Diamond knows how to downplay their shortcomings with every spin of the facts. You may tell us something great, but there's always a catch. And most of the time, you don't find this out until well after the rescission period. If it is included in the contract, it could be misleading. During the signing process, the places are premarked where to sign – the sales reps/quality assurance manager merely give a brief overview of the page; each section is NOT reviewed. Furthermore, we trusted what your sales reps told us. We had no reason to think they would deceive us and therefore no reason to question what we had been told.

We have only had this timeshare for a year. It only took a year to determine this was not for us. The pressure, the coercion, the deception and lies coupled with the lack of availability and the number of points you have to have to travel anywhere big is enough – we've had enough. We ask you to reconsider your decision.

Respectfully,
Sherice and Kevon Hutchinson

When no one responded, we sent the following to several email addresses we found online:

We have been disputing our membership with your company, and we have requested termination of our contract and membership, but it seems we have hit a brick wall. We have been misled and lied to throughout this entire process. We have been manipulated and strong-armed into upgrading and buying more points, and we no longer wish to do business with a company that uses these tactics to sell their timeshare investments.

We ask that you reopen our case and take our concerns and our request seriously. Your company fails to admit to any wrongdoing, and you consistently refer us to the paperwork. The paperwork was never the issue – it was what was told to us prior to that that convinced us to purchase. The paperwork was never properly reviewed with us and by the time we were able to review the documentation for ourselves, we had missed the short rescission period. Furthermore, there were several untruths that were told to us that we could not possibly have discovered to be untrue within the seven days.

We have only had this timeshare for a short amount of time, and in that short time, we have been harassed at both presentations. I, nor my husband, want to subject ourselves to the pressure and coercion that these presentations make you feel to purchase more points. We want to cancel the contract as soon as possible. We expect a full refund of the money we have spent with Diamond which adds up to about $39,597. I will not be paying any more money to Diamond, and I expect this not to affect my credit. As I stated before we want to purchase a house and this timeshare will not help with that as we were led to believe by your salesperson. It could actually negatively affect my credit. This was a direct lie from your sales person. These practices you continue to use are deceptive and the only option we feel is to cancel the contract and refund all the money the we have invested in this scheme. I hope to hear from someone soon regarding the cancellation and refund of our money.

Kevon and Sherice Hutchison

From: White, Keisha <Keisha.White@diamondresorts.com>
Date: Thu, May 10, 2018 at 1:15 PM
Subject: Request to cancel with refund
To: "reewill4@gmail.com" <reewill4@gmail.com>

10-May-2018

Thank you for responding, as we here in Hospitality Management are concerned about your comments we would like to get in touch with you to discuss this matter further which is the reason for me reaching out to you. At Diamond™, we take customer reviews very seriously.

Thank you for taking the time to share your comments and feelings about our interactions. I regret that you are not pleased with our decision to deny your request to cancel based on your claims. I must refer you back to your contract documents and reiterate that if you had found any inconsistency in what you were allegedly told by your salesperson at both times of purchase and what was presented in your contracts that you were given ample opportunity to ask questions and get clarification during the Quality Assurance session.

Mrs. And Mr. Hutchinson while your reason for accepting the offer was not due to financial hardship, and the offer was more than you would have liked, you agreed to it and with that, it is important that you understand that the purchase of vacation ownership points is an investment into future of vacations; it is not sold as, nor intended to be, an investment in real estate. Please refer to your Purchaser's Understanding and Acknowledgment. Number six (6) Personal Use states, this purchase is for personal use and enjoyment and it does not create and undue financial burden for me. I am not purchasing a Membership as a financial investment or for financial returns of any kind, including through resale, rental or tax advantages. Diamond does no offer a rental, resale or buyback program and makes no representation tax deductions.....It goes on to say, "I may not engage in any commercial rental activities to rent out points for cash through

online or print advertising to the general public and understand my membership may be suspended or terminated if I do. Purchasers did place their initials in the margin acknowledging and agreeing to this.

Purchase and Security Agreement in both Contracts under Other Cost (D) plain states Initial Use Years Association standard Assessment (estimated) and proceeds to disclose fees.

Purchasers Understanding and Acknowledgement covers, Reservations, Maintenance Fees, Default, last paragraph states BY INTALING AND SIGNING THIS ACKNOWLEDGMENT I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THAT THE CONTENT OF THIS ACKNOWLEDGEMENT AND THE PURCHASE SECURITY AGREEMENT AND I HAVE BEEN GIVEN AS MUSCH TIME AS I WANT AND NEED TO REVIEW ALL OF THE DOCUMENTS IN CONNECTION WITH MY PURCHASE. I ALSO ACKNOWLEDGE THAT I HAVE I HAVE BEEN GIVEN THE OPPORTUNITY TO ACK MY VACATION COUNSLOR AND/OR QUALITY ASSURANCE OFFICER ANY QUESTIONS I MAY HAVE PRIOR TO SIGNING ANY DOCUMENT. I UNDERSTAND I HAVE (NEVEDA PURCHASE 5 DAYS) and (FLORIDA PRUCHASE 10 DAYS) TO CANCEL THIS PURCHASE AS FURTHER EXPLAINED DIRECTLY ABOVE MY SIGNATURE ON THE PURCHASE AND SECURITY AGREEMENT. THE REFERENCES TO 'I' 'ME' AND 'MY' ABOVE INCLUDED ALL PURCHASERS NAMED BELOW. Closes with your Signature .

Regarding the 2017 purchase and your claims, we regret to hear that you feel you were misrepresented with that purchase too. As we were not present during the presentation and purchase, we can only go based on the written agreement between you and the seller, the contract. After reading your assertions and reviewing the contract, we cannot make assumptions as to what was discussed between you and the sales representative. As such, we are unable to go based on verbal representation. Your contract contains all information regarding your purchase; as such, the contract serves as the written documentation between you and the seller.

With that said, Diamond Resorts does not feel that there has been a misrepresentation with the purchase of the contracts. As such, you will remain responsible for all of the contractual obligations and the contract will remain in force.

We are always available to assist you with making reservations, to answer any questions or address any concerns that you may have. If you should have further questions or concerns regarding your account or would like to discuss how to make your membership work for you, please contact Customer Service at 1-877-374-2582 or me directly and one of our representatives or I will be happy to assist you.

Should you have further questions regarding this matter, please contact me directly at 1-702-473-7645 Ext. 12849 and I will be happy to assist you. We hope in time ahead, you find your vacation ownership with Diamond Resorts to be a seamless branded hospitality experience, every time.

I will consider this issue closed and have no further plans of contacting you unless we receive new information.

Thank you,
Keisha W.

Keisha White | Hospitality Management Specialist II | Tel: 702-473-7645 Ext. 12849
Diamond Resorts™ | Stay Vacationed.®

Keisha:

There WAS misrepresentation of your product. Plain and simple. You continue to miss the mark here. I clearly explained everything that happened, several times, and gave you a clear overview of our experience. You are completely disregarding our experience. As I've told you before, you cannot tell me the documentation covers every aspect of what we were told? Furthermore, what you are telling me is that it's ok for your salespeople to tell us any sort of lie and they can misrepresent your company as much as they want, and get away with it, simply because your documentation says it ok?

You pulling excerpts from your contracts doesn't clear up any misrepresentation. Many, if not most, of the details that were told (and sold) to us would not have been covered in your documentation. Furthermore, your documentation is misleading within itself, not to mention complicated as many things could be taken different ways. And yet again, we did not review the contract documents. We had no questions; we trusted your sales representatives. The pages where were to sign and initial were flagged; there was no explanation. Even if we had questions, we were not given ample opportunity as this process was very rushed.

"While your reason for accepting the offer was not due to financial hardship..." – this statement is absurd. We agreed to upgrade because what we were told made us feel as if we had no choice. Your salesperson clearly told us an upgrade would help us purchase a house and this was a boldfaced lie. This is a prime example of something that was told to us that would not be covered in your documentation.

I understand your documentation says that it's not sold as a financial investment, the problem is this is what your reps sell it as. The financial burden came when the maintenance fees increased to levels that were not estimated, nor explained. I never said anything about commercially renting – your sales reps said we could rent; nothing was ever mentioned about commercially renting.

How would I ever be able to present evidence supporting my case? I am not allowed to take notes, nor record the event. If any notes are taken, they are taken away from us at the end. Wonder why this is? Sounds fishy to us...

It's a shame we didn't record then transcribe and insert the transcription into the documentation; perhaps if this was allowed you wouldn't make hardly any sales.

You may have not been present, but we were. The contract documentation clearly preserves your assets but how do we preserve ours? What about what we have lost?

You state you are always available to address any concerns we may have, but I have determined this attempt has proven to be useless and I am sure any other attempt would be just the same.

We will be contacting the BBB, Attorney Generals, ARDA, FTC, FBI and any other agency we can.

Regards,

Kevon and Sherice Hutchison

Florida
Attorney's General Office

JUN 01 2018

Citizen Services

Kevon and Sherice Hutchinson
1523 Roswell Rd., Apt. 223
Marietta, GA 30062

US POSTAGE
FIRST-CLASS
062S0009567473
FROM 37204

Office of Attorney General – Pam Bondi
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

(St timeshare AR
(from SFL (P)

John W. Collick, Jr.

June 1, 2018

147 Kennet Dr.
Suffolk, VA 23434

To Whom It May Concern:

I am contacting your agency in hopes you can assist me with the cancellation and refund of my contracts and membership with Diamond Resorts. I have enclosed the initial letter that was sent to them outlining my request and reasoning for the request, along with their denials and my rebuttals. I feel my concerns are falling on deaf ears. I would appreciate any guidance or help this agency can provide.

Sincerely,

John W. Collick Jr.

147 KENNET DR | SUFFOLK, VA 23434
757-570-0377 | 1STSGTC@1791.COM

John W. Collick, Jr.

March 27, 2018

147 Kennet Dr.
Suffolk, VA 23434

To whom it may concern:

This is a formal letter of complaint to address the following concerns with the misrepresentations of the sales department of your company without which we would not have purchased such an unsatisfactory and intangible product. I am requesting full cancellation of my timeshare contract and I do not intend to make any more payments to DRI.

For most reasonable individuals, when you are providing customer service to a family, both typical and practical concessions are made in order to ensure success on both sides of the situation that a proper compromise can be made during the sale. When someone goes pretty much anywhere to buy something, i.e. a car, a house, a boat, shoes, etc., the salesperson tailors the sales pitch and actual value to the customer. Since that is typically true, Americans tend to be quite trusting. There is a certain standard to be met to which your sales staff at DRI obviously do not feel a conscious, moral need to adhere.

My wife and I first heard of Diamond Resorts International during a weekend away at one of their Virginia Beach, VA resorts over Thanksgiving 2016. The salesman, Mr. Stephen Kim, explained that Diamond was "up and coming" as the premier timeshare company in America. He explained that DRI is buying up resort properties, including working towards acquiring "The Colonies" in Williamsburg, VA, where we are owners. He stated that since it's inevitable that DRI will own The Colonies soon, it's best for us to move over to DRI and get 'on the ground floor' to get better opportunities.

We both fell for the sales pitch, but since I was out of work because of an injury, we could not afford to purchase a membership, so they offered us a "Sampler Package." After spending over three hours in the presentations with our then 11-year-old son, who was extremely intellectually disabled and very agitated at the time, we decided to give it a "try," at a cost of $2,500. An hour later, we were able to leave with some "free" gifts.

In July 2017, we were contacted by DRI to attend an "Event of a Lifetime," in Virginia Beach. Because we had our son, who has an IQ and behaviorisms of an 18-month-old, we told them that we cannot participate; we can only go on family vacations. Within a few minutes, we were asked to attend the "Event of a Lifetime" in Orlando, Florida, at Mystic Dunes Resort. Upon our arrival in Florida, we met Rida, who was the "Event of a Lifetime" coordinator and, unbeknownst to us, would be our sales representative. Actually, she made it very clear that she was not a member of the sales staff. She explained that these events are primarily for Platinum members but the event we were participating was to showcase DRI – specifically stating it was not to sell anything. That set us at

147 KENNET DR | SUFFOLK, VA 23434
757-570-0377 | 1STSGTC@1791.COM

ease since, as we told Rida, we did not want to purchase with DRI at that time; again, she assured us the getaway was for information only.

We arrived at the Mystic Dunes Resort around 4:00, checked in, and returned to the Reception Center around 5:30 to catch a bus with about a dozen other families for dinner at a beautiful Greek restaurant. Everyone had lots of fun, food, and drink. Several members of our party, including my then 14-year-old daughter, danced on tables with the wait staff and everyone clapped, sang, and drank. It was just a wonderful evening. During the evening, Rida took "selfies" with everyone and made the night very personal; she also explained to Lisa and I that although not everyone can participate in every "Event of a Lifetime," Platinum members do get invited if they want to participate. She asked all sorts of personal questions that she later used when explaining the benefits of owning DRI, again making it clear that she was not trying to sell us anything.

Rida said we'd be invited to several "Events of a Lifetime" each year and we said that, if we could afford to join, we would try to participate in at least one "Event of a Lifetime" each year – preferably when we'd get to "wine and dine" with celebrities.

The next morning, we again met the group at the reception center, and took the bus to Dave & Buster's for breakfast and fun. I was in a lot of pain, requiring the use of my cane to stand and walk; I had to take pain medication all day. That said, it was a great time. Everyone was given plenty of tokens to play games and win prizes; each member of our family won some prizes, including Jimmy. During this timeframe, Dave & Buster's was closed to the public; we had it all to ourselves.

By now, Rida was well-liked and trusted by everyone; in fact, my daughter felt she was just like any other lifelong family friend that we have.

After we returned from Dave & Buster's, we spent the rest of the day having fun, as a family.

On the third day, our appointment was scheduled for lunchtime, with the promise of a nice lunch. We were told that we could not drink any alcohol prior to the appointment; we joked a little since it was too early to drink and besides, as I mentioned to Rida, because of the medication that I take for pain, I am not supposed to drink alcohol at all. Lunch was in a makeshift office, formerly a guest suite, on the top floor of a unit from where you can see the fireworks at Disney each night. Again, I was in quite a bit of pain and required my cane to participate. Lunch was ½ a sandwich, chips, and juice – had we known that, we would have brought our own lunch. After we ate, Rida took us to a private office so our son, Jimmy, could relax.

She began the presentation reiterating she was not trying to sell us anything but, as an owner herself, was explaining the benefits of owning DRI, through another owner's eyes. First thing Rida did was ask us where we have tried to vacation with "The Colonies" but couldn't make reservations. My answer was the Outer Banks of North Carolina. She immediately got her tablet, entered in the information for the Outer Banks – for the following week, which was still in-season. She showed us the results, which displayed many, many available units, exactly where we wanted to go, explaining that DRI has greater power than The Colonies (through Interval International), so we would ALWAYS get something close to where we want if we booked at the last minute or get exactly what we wanted if we booked in advance.

During the entire presentation I was changing from sitting to standing due to the pain in my back; I took my pain medicine just prior to lunch and Lisa had to go back to our unit to retrieve me more medicine during the presentation.

During the presentation, Rida focused about ½ of her time and comments on our then 14-year-old daughter, Ann, whose birthday was within the next day or two. Once Rida found out about Ann's birthday, she pointed out many locations, asking Ann if she'd like to spend her 16th birthday at one of those places.

As I mentioned, Rida used her tablet to show us how to make reservations. She also told us that we'd get the same tablet to use for reservations, which would make it easy for us to make our reservation for the Outer Banks, once we joined DRI.

She explained that we can use our points for theme park tickets, air travel, concerts, theater, and pretty much any other leisure activity we could think of. As Platinum members, once we have enough points, we could use them to pay our maintenance fees if we wanted – or we could just use the rewards from the Barclay credit card they applied for, on our behalf. Yes, we were asked to sign a paper for a down payment and later advised that we had "been approved" for a new credit card that we needed to pay the maintenance fees. Initially, we did not know it was a credit application; we were led to believe the down payment was included in the overall monthly payments.

Concerning the credit card, Rida told us that if we used it for routine necessities, and paid it off every month, we could easily use the rewards points for the maintenance fees. This would be helpful, she explained, particularly in our situation with me not working and not knowing if/when I'll be returning to work. Further, she stated that she uses her rewards points from her Barclay card to pay her maintenance fees and because of the credit card, she's never paid maintenance fees.

After we found the Barclay card was for the down payment, I thought that at least we'd have some points built up for the maintenance fees, which would help. Later, I found that there are no points given when applying for the card to make a down payment.

Lisa asked if we could use amenities on DRI properties when we don't stay overnight. Rida said "of course, if you're owners." Lisa specifically asked if we could use the amenities at Great Wolf Lodge in Williamsburg, and again, Rida said "yes" but there might be a nominal fee for use of the waterpark.

After over 2 hours, Rida finally asked if we'd like to become members. Lisa and I continued to stress that we do not want timeshares with both "The Colonies" and DRI. She started "fast talking," explaining that DRI would take our weeks at "The Colonies" and rent them to offset the cost and increase our points to 50,000, which would make us Platinum members. Once "The Colonies" is paid off, DRI could purchase it from us at the fair market value. To speed things up, she said we could take out a personal loan to pay it off, then give Rida a call as soon as we're ready to sell it, since we both had great credit.

Because of the difference between the monthly payments of "The Colonies" and those of DRI, Lisa would still need to get a job since we didn't know when I'll be able to start working again. She had been a stay at home mother for 30 years, at that point. We felt that if Rida was willing to ensure DRI bought back "The Colonies" from us, we could safely move forward to purchase DRI. Considering everything that Mr. Kim told us in Virginia Beach, along with what Rida explained, we felt it that to purchase from DRI was the appropriate thing for us, particularly since DRI was in the process of acquiring "The Colonies."

**Note: We applied for a personal loan through Navy Federal Credit Union, explaining that DRI will be buying the timeshare from us after it's paid off. The NFCU representative advised me that if I had not purchased DRI, they could easily fund the personal loan, given our great credit scores. However, with the DRI purchase, we had too much debt to qualify for the loan.

After we made this decision, Rida explained a few more "giveaways" that we get. They included enough points for totally free airfare and lodging for Lisa and I to travel to Arizona, where our oldest son is now stationed in the Army; 4 one day passes to Disney World, to give Jimmy a fun day while in Orlando; and extra points to take Ann and a friend to see "Hamilton," when it's in Washington, DC. As the coordinator for "Events of a Lifetime," Rida also sent us to a second "Event of a Lifetime" that evening on the Mystic Dunes property.

Further, Rida explained, because we are now Platinum members, we will always be Platinum members; even if the points are broken up between our heirs, if they choose to inherit them, each of our heirs will become Platinum members, since they'd be inheriting Platinum points. Rida also explained that we cannot force an heir to take ownership of a timeshare, so in that case, DRI would take it back.

In October 2017, following Rida's previous instructions, I attempted to make reservations for a week at the Outer Banks for ANY WEEK during the summer 2018, using the tabled DRI provided. There was no availability, whatsoever. Then I called Great Wolf Lodge to check on availability; there was nothing available. I also asked if we, as DRI Platinum members, could use their amenities during a day visit, to which the response was a resounding "no – they're only for overnight guests." This was very disappointing as we had asked this exact question and received an outright lie as a response.

We were asked several questions during our meeting like where we're from, how many kids/grandkids and if they lived with us and if not, where. We were asked what our credit score was and how much money we made. We were not asked about our current financial situation or if we could even afford it. We were asked if we wanted to vacation (obviously), how much and where. We were asked if we wanted to go anywhere in the world, where would it be.

This sale was made without courtesy of compromise or understanding. Any time a person applies for a large purchase, one of the typical questions is what their monthly bills include. Not only has this timeshare purchase wreaked havoc on our quality of life due to the stressed imposed whenever we have attempted to use it, but it has not and, I am certain, cannot live up to the amount for which it was purchased. It was not a good investment to any degree since we have not been able to glean anything other than stress and a great example on how to lie and build success off someone else's hard-earned money. I am demanding a cancellation and a full refund, to include our down payment. Any collection efforts to desist and no affect to be made to our credit score by DRI. I expect to hear from you immediately upon receipt of this letter.

Sincerely,

John W. Collick Jr.

From: "Gray, Kaitlin" <Kaitlin.Gray@diamondresorts.com>
Date: April 17, 2018 at 2:36:42 PM EDT
To: "1stsgtc@1791.com" <1stsgtc@1791.com>
Subject: CANCELLATION REQUEST

Hello John William Collick Jr and Lisa Marie Collick,

Hope you are well. We are in receipt of your request to cancel your membership with Diamond Resorts stated in your letter dated March 27, 2018.
We are sorry to hear of your decision to consider parting ways with your Membership since our last conversation with you in December.

In your letter you stated that you feel you were misled by our sales team into purchasing and for this reason you would like to cancel with a full refund.
To reflect back to the document you signed stating the reasons why you purchased initially you stated you were purchasing due to the exceptional staff as well as the option to go to events of a lifetime which are two options that are certainly at your disposal. If for any reason we are not able to continue to provide exceptional service, we hope you will let us know so that we may resolve the issue in the best way.

You have made the following allegations that I will list below and provide a response:

As a Platinum member you were told you may use points towards Maintenance Fees, park tickets, air travel, concerts and theater.
As a platinum member, you do in fact, have the ability to use points towards your Maintenance fee. At this time, we also have a program with allows you to use points towards air travel as well.
At this time, we do not have a program in place for Platinum members to use your points towards park tickets, concert, or theater but you may find different types of events available for you to use your points through our Great American Days program. Because member benefits are subject to change at any time and this was not listed as an exception in your contract we are unable to cancel your membership based off of this reasoning.

You would receive a Barclay card and be able to use points on card towards Maintenance fees // You were led to believe the down payment was included in the monthly payments
I would like to refer you to your "Purchase Proposal" document that is included in your contract information. This document which was signed and acknowledged by you, the purchaser clearly states the down payment amount as well as a breakdown of the monthly payments When purchasing a credit card, the way the process works is this: The credit card application must be filled out in full by the guest, it is then turned into contracts and processed, if it is approved the customer has to sign a purchase proposal that states that they will be using the new Barclays card for the down payment before it is charged. Barclay has it's own program to allow you to use your rewards pioitns towards maintenance fee payments and you may contact them for a complete description of how the program works by calling 866.710.2687.

The sales team advised that Diamond Resorts would take over your week at The Colonies to make you Platinum and later purchase it from you when it is paid off
When you purchased your contract, the sales agent used your week at The Colonies towards a Club Combinations contract. The way this program works is by boosting your loyalty tier by valuing your

membership at a specific point amount in exchange for the ability of Diamond Resorts to obtain your week with the outside vacation ownership company each year. It is entirely up to you whether or not you would like to deposit your week with Diamond Resorts each year in exchange for points, but your loyalty tier will remain boosted regardless of what you decide unless your Club Combinations contract is cancelled.

You were told you could use the amenities at an off-site property without a reservation.
Unfortunately, this is never something that we are able to promise as we do not own or manage our affiliate resorts. We do, however, in some instances, allow our members to use the amenities without a reservation at our Diamond Owned and managed properties based on availability. We cannot make an exception as it is not otherwise stated in your contract information.

You were welcome to ask any lingering questions to the Quality Assurance officer at the time of purchase and they are required to answer them in complete honesty to make sure that you fully understand your purchase.
That being said, we will not be processing a cancelation of your membership.. Please be advised you are still obligated for all financial responsibilities associated with your membership, including your loan and your annual membership fees. You were also given a state mandated rescission period within which you were able to review your documentation and, if you determined that the contract wasn't right for you, you were welcome to cancel within that rescission period for a full refund with no penalty.

I hope that you will contact me with any further concerns.

Kind Regards,

Kaitlin Gray | Hospitality Management Specialist II | Tel: 702.473.7645 EXT. 21038

Diamond Resorts™ | Stay Vacationed.®

Thank you for your response to my letter of March 27, 2018. In your response to my statement that American consumers tend to be trusting of individuals providing customer service on behalf of companies, you responded that my wife and I are at fault for believing what your employees told us about DRI and the value of being a DRI member. I received the same erroneous information from two different employees in two different states; therefore, I believe that the types of misrepresentation that I experienced is endemic within your organization. I will address that at the end of my letter.

Your response indicates that either you did not read my letter in full or you don't understand what I was attempting to convey. Therefore, I will make a second attempt to explain my dissatisfaction with Diamond Resorts International (DRI) with a little more clarity.

First, let me say that I did state you had exceptional staff; at the time, I believed it. They gave us a great night on the town followed by a great day at Dave & Buster's. It was pure fun. We had as much as we wanted to eat and all the alcohol we could drink. DRI provided everything, to include transportation. Second, the salesperson assigned to my wife and I continuously told us that she was not a salesperson and knew that we weren't interested in becoming members, but simply wanted to show us a good time, so when we could join, we would. During the entire weekend, at every opportunity, she reiterated that she was not a salesperson. Not only did we really like Rida, we trusted her without question, based on the great time we had during the weekend.

Then, the sleight of hand began with lunch and the 90-minute presentation, which we were assured was NOT a sales presentation.

My wife, Lisa Collick, and I were advised that by participating in an "Event of a Lifetime," we had to attend a 90-minute meeting to learn about what DRI offers. We were told not to drink any alcohol, which neither of us can, due to pain medication that we were both taking at the time. Rida joked about it, saying as long as it's not alcohol, she doesn't care. In hindsight, the medicine I have been taking for the last two years makes me very compliant and complacent; if I hadn't been taking it, I may not have signed any contracts.

We were there for over three hours, before being asked if we like it; which, from the previous night's activities, we did. We were then promised tickets to Walt Disney World in the presence of our children, if we joined. We were given "extra points" to use for travel to Arizona, where our son was being transferred by the U.S. Army along with enough points to purchase two tickets to the Broadway Production, "Hamilton." Finally, because I retired from the military and we owned at "The Colonies," which we were previously told, by Mr. Stephen Kim in Virginia Beach and later "confirmed" by Rida in Mystic Dunes, that DRI was in the process of acquiring, we were given Platinum status.

Over a total of five hours, Rida showed us what DRI offers and told us that, as Platinum Members, we could easily get any vacation, go to nearly any concert, attend theatrical productions, or fly anywhere, using DRI points. DRI now says that this is not entirely true and that DRI is not responsible for their employees' misrepresentations, which is completely wrong since they do represent your company. Rida showed us how to make reservations. We selected a resort in the Outer Banks of North Carolina; she input the dates we wanted into her tablet and showed us that, as Platinum Members, we could have booked on that August day and had reservations for the following week, which was still 'in season.' At about the four-hour point, I finally told Rida that we could not buy into DRI while still holding a note for The Colonies. During a conversation with her and another DRI employee, they recommended that I get a Home Equity loan to pay off The Colonies and then, DRI could buy it from me at market value, which would lower my overall cost of the new DRI membership. When we did apply for a Home Equity Loan, it was denied due to having a new loan for the DRI membership. Again, I was under the impression that DRI was in the process of acquiring The Colonies and questioned it several times. Nobody at Mystic Dunes say anything to the contrary. If we had known that this was in fact, not true, there is no way we would have purchased DRI. The total time spent with your salesperson was five hours.

By about the third hour, we were worn down, tired, our disabled son was miserable, I needed additional pain medicine, which my wife had to go back to our condo to get for me, and the DRI staff's pressure to buy was increasing; especially since Rida was focusing much of the sales pitch and "goodies" toward my 14 year old daughter.

After ultimately deciding to purchase the DRI membership, I attempted to book our Outer Banks vacation for the summer of 2018 in late November or early December 2017. I tried to book the same Outer Banks vacation that Rida had shown us, using the tablet provided by DRI, using the dates starting June 15, 2018 to August 31, 2018, the results came back as nothing being available. I then tried as a non-DRI member, looking for a vacation and paying cash. Nearly every resort that we should have had access to through DRI had availability, while none had availability when we used our DRI points.
I thought this was an anomaly, so I ignored it and thought we'd give it a try after the first of the new year. I now realize that it was a sales tactic and Rida likely knew that we'd have difficulty making these reservations.

Then, during my children's Christmas Break, my daughter reminded me that Rida said we have access to DRI-owned, Great Wolf Lodge, as indicated in my letter of March 27, 2018. We decided to go to Great Wolf Lodge; I called them to find the process for using our DRI membership to use amenities and the desk clerk told me that only guests staying overnight can use the amenities.

Your response infers that it's not DRI's fault that your employee, who claimed she is not part of the sales staff throughout the entire weekend, gave us misinformation on which we based our decision to join DRI, lied to us; but instead, it is my fault for believing it.

I understand how credit cards work; however, as stated in my letter of March 27, 2018, we were told we needed it to ensure we don't have to pay maintenance fees out of pocket but can use the points accumulated over the year for them. As long as we used it for necessities that we'd purchase anyhow, with cash, we'd earn enough rewards to pay our maintenance fees each year. It was when the first statement arrived when we found that it was used for a down payment.

I never said that we were told that we can use an off-site property without a reservation, as your response of April 17, 2018 states. What I did say was that Rida advised us that we can use ANY DRI OWNED amenities, on a day-use basis, if we're not staying overnight – just like we have enjoyed at The Colonies. We specifically asked if Great Wolf Lodge was a Diamond Property, as we were previously told. Rida said that we could use the amenities, although there might be a fee for use of the waterpark area. Later, we found that to be untrue; again, we relied on your employee for accurate information to help us assess whether we would purchase a membership and we were again, mislead.

Other things that I didn't previously address but will now since they are deceptive practices that were used by Rida (and Stephen Kim, when we ultimately bought the Sampler Package in Virginia Beach).
In addition to the deception described above, another deceptive act was using math to show us how much value we would get for our vacation dollars; however, neither included the annual maintenance fees, any amenity fees, or interest rates on the loan. The example both Rida and Stephen used was about $5,000 per year for vacations. Later I realized that us are $12,000 per year, not $5,000 while a family vacation for our family would cost about $3,000, per week.

Although I stated that I received the same information from two different DRI employees in two different states, you have stated that DRI is not responsible for their statements. You did not attempt to explain your employees' training or the Corporate views on the matters I raised. I believe these points that I have made, in addition to other issues that I have withheld, due to the length of this letter, are endemic within your organization.

Again, I am demanding a cancellation of this contract and a full refund, to include the down payment. Furthermore, I intend to provide a copy of my letter of March 27, 2018, your email of April 17, 2018, and this letter to the Attorneys' General of the Commonwealth of Virginia, as well as the states of Florida, Nevada, and any other states where DRI owns timeshare properties.

From: "John W. Collick Jr." <1stSgtC@1791.com>
Date: April 26, 2018 at 7:00:16 AM EDT
To: Kaitlin.Gray@diamondresorts.com
Subject: Diamond Communications

Kaitlin,
I hope this note finds you well. I just wanted to tell you that another person from DRI has been trying to contact my wife. That's not going to work; she recently had shoulder surgery, as well and is on some heavy duty prescription pain killers. She will not answer the phone nor return any calls to DRI.

I have not been ignoring your calls, but have been in the doctors myself when someone from DRI called yesterday. I am also taking prescription pain medication, as I have since April 2016, so I decided to seek advice about how to communicate with you since I'm often not in the frame of mind to discuss over the phone when you have called. I was advised to use written communications in order to best protect my interests. Therefore, I am politely requesting that you use either email or registered mail to contact me; email is likely easier for both of us.

I am in the process of talking to a number of people throughout the country who have experienced the same sales tactics used on me, including the issue with the credit card. Again, my perception of this being an endemic problem with DRI grows daily, as I talk to more and more people.

In fact, some of these folks are also disabled combat veterans, like myself. And others are retired, as I am retired on Social Security disability now.

In addition to speaking with attorneys about potential class action lawsuits against DRI in Florida, my goal is to draft and publish an article, that I plan to share with each of the military times newspapers, the Veterans of Foreign Wars, the American Legion, and Disabled Veterans magazines for publication. In addition, I plan to share with any travel related publication that will accept it and with the Apollo company and their bank underwriters, as well as the Attorney Generals of Florida, Nevada, California, Arizona, Virginia, and any other state where DRI does business, absent immediate cancellation of my contact and the return of all monies paid to DRI, including the down payment.

I will be out of town and unavailable through Tuesday, attending a funeral of a family member.
I look forward to seeing your response when I return, along with the approval of an immediate cancellation of my contract and the return of all money, including down payment, paid to DRI.

Sincerely,
John

John W. Collick
First Sergeant, USMC (Retired)

From: Gray, Kaitlin <Kaitlin.Gray@diamondresorts.com>
Sent: Friday, April 27, 2018 2:02 PM
To: John W. Collick Jr. <1stSgtC@1791.com>
Subject: RE: Diamond Communications

Mr. Collick,

Thank you for your response and allowing me the opportunity to assist you. We definitely take these concerns very seriously and in order for us to start an investigation on your account, we ask that you detail the reasons you feel you were misled. We will await your response before re-opening your case.

Thank you,

Kaitlin Gray | Hospitality Management Specialist II | Tel: 702.473.7645 EXT. 21038

Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

From: 1stSgt John W. Collick Jr., USMC (Retired) <1stsgtc@1791.com>
Sent: Friday, April 27, 2018 5:25 PM
To: 'Gray, Kaitlin' <Kaitlin.Gray@diamondresorts.com>
Subject: RE: Diamond Communications

Kaitlin,
I sent the information to you in the initial letter. Please refer to that letter. Thank you.

Sincerely,
John

John W. Collick Jr
First Sergeant, USMC (Retired)
147 Kennet Dr
Suffolk, VA 23434-2170
(757) 570-0377
1stSgtC@1791.com

From: "Charlton, Jade" <Jade.Charlton@diamondresorts.com>
Date: May 4, 2018 at 7:09:29 AM EDT
To: "1stsgtc@1791.com" <1stsgtc@1791.com>
Subject: Diamond Resorts Collick M-274484971 (CID:g6xs3cq$np9hv94vgh)

Dear John William Collick Jr and Lisa Marie Collick

We thank you for your response to our email we sent on April 24th.
We have reviewed your initial complaint and also reviewed your response below and we do respond to your additional concerns as follows.

Firstly, we are sorry that you are unhappy with the length of presentation. A couple of hours is the period of time we normally request from presentation attendees as we feel this is the minimum time needed to explain our products in detail and in an way that most clients can fully understand. The length of presentations can vary for different reasons however we certainly do not wish to cause any participant discomfort in these circumstances and once the sales team feels that all product information has been adequately covered visitors are under no obligation to say any longer. It is usual, however, for our presenters to pause regularly throughout the presentation for refreshment intervals and we deeply regret you seem to have felt under such pressure to remain in attendance for the whole duration. When a purchase is made it can take a longer time to ensure all the information has been provided and to ensure that you are happy to proceed with the purchase. We would advise however that each purchase is completely obligatory and you are not required to make a purchase, or stay at the meeting if you did not wish to do so.

With regards to any pressure that you were subject to, we would advise that we are of the firm belief that our products sell themselves without the need for any high-pressure tactics or disrespectful behaviour in an attempt to secure a sale. We can assure you that Diamond Resorts International® strives to have our sales representatives, as with all our employees, committed to providing our guests/members with the utmost respect and quality service that they expect and deserve. Please be assured that Diamond Resorts International® is wholly committed to a customer-centric culture, delivered at every hospitality touch.

We appreciate you're unhappy as you feel you were misinformed on what you could use your membership for however we can only refer you to the purchase documentation that you signed which confirms the usage of the points towards member benefits and we have included the relevant extract below from your purchase document and a full copy of our Member Benefits Directory has been attached to this email.

From: 1stSgt John W. Collick Jr., USMC (Retired) [mailto:1stsgtc@1791.com]
Sent: Wednesday, May 16, 2018 1:12 PM
To: Charlton, Jade <jade.charlton@diamondresorts.com>
Cc: Gray, Kaitlin <kaitlin.gray@diamondresorts.com>
Subject: RE: Diamond Resorts Collick M-274484971 (CID:g6xs3cq$np9hv94vgh)

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]
Ms. Charlton,

I appreciate your seemingly canned response, however once again, Diamond fails to see the big picture. Though the length of the presentation was much too long and that was a concern, it is not the main reason for our demands. The reasons were made quite clear – we were lied to over and over. We were told many things which in turn affected our decision to purchase. I don't understand why your company refuses to see this as an issue! Your only response has basically been to refer me to the contracts. This

is ludicrous! Many, if not most, of the details that were told (and sold) to us would not have been covered in your documentation. Furthermore, your documentation is deceiving within itself, not to mention convoluted as many things could be taken different ways. If I would have known we needed to record then transcribe the meeting word for word and include it in the documentation, we would have. Sadly, it seems referring us to your documentation is your only protection – where is ours? What protection do we have against your deceitful ways? You can provide as many screenshots as you wish – the fact still remains what we were told is ultimately what led us to purchase.

You may be of the firm belief your products sell themselves, but if they truly did, your sales reps would not use 'bait and switch' as well as other ambitious, aggressive, and shady sales practices and your company would have far less complaints. You've stated that you're not responsible for what your sales reps tell customers, but when sales reps from half a dozen different resorts tell their customers the same things, your company does have to assume responsibility. So far, I have found about a dozen people from various places in North America, who have bought into Diamond Resorts International after being misled by the sales staff – each having been told by your company that it's not responsible for what the sales staff says. I'm sure this will be of interest to the Attorney Generals of Virginia, Florida, Arizona, California, and Nevada. Additionally, if this issue isn't resolved within one week, I am also providing all of the correspondence between Diamond Resorts International and myself to both the FBI and Secret Service Financial Crimes Units, explaining how we (and several others) were deceived into applying for a Barclay Credit Card. Unlike the other resort we belong to, The Colonies of Williamsburg, Diamond Resorts International is not committed to satisfying their customers; but only doing whatever you can to get other people's hard earned money.

You do not appreciate the fact we are unhappy. You have disregarded my request to communicate with me through email or mail – and to not attempt to communicate with my wife. You are disregarding our concerns as if we don't matter and our experience doesn't matter – moreover, you're making it seem as if we are lying to you. At this point, since our complaints and demands continue to fall on deaf ears, we are preparing our case for the attorney generals, along with other agencies, and I am drafting my article as we speak.

Our voices will be heard, one way or another.

John

John W. Collick
First Sergeant, USMC (Retired)
147 Kennet Dr
Suffolk, VA 23434
(757) 570-0377

From: "Charlton, Jade" <Jade.Charlton@diamondresorts.com>
Date: May 20, 2018 at 7:15:41 AM EDT
To: "1stsgtc@1791.com" <1stsgtc@1791.com>
Subject: Diamond Resorts Collick M-274484971 (CID:g6xs3cq$np9hv94vgh)

Dear John W. Collick

We thank you for your email response.

We can confirm that the Quality Assurance meeting is your chance to verify any concerns that you had and ask for anything of importance from the meeting with your sales representative to be confirmed in writing. Our Quality Assurance team are not part of the sales team and they are there to clarify any

concerns that you have regarding the purchase. In addition, this meeting is fully recorded and you do review all of the purchase documentation in full at this time.

We did fully investigate your concerns and unfortunately as there is no evidence of such misrepresentations we are not in a position to be able to review further. The purchase documentation is provided at time of purchase so that you have all of the information required and as you have a rescission period you have time to review the documentation in full.

We understand that you say you wish to take this further and you are well within your right to do so however we will also be able to review further if you can supply us with further information to allow us to investigate.

We are unsure what you are referring to when you advise we have disregarded your request to communicate by email/mail as we did respond to you by email. We can confirm that we are certainly not saying that you are lying however as we were not present at the presentation we are unable reply on may verbal misrepresentation and must rely on the written documentation which was signed at point of sale. In addition, from the information offered there is no evidence of misrepresentation and there is no actual evidence that you are able to supply to back up your claims.

We will await further communication to allow us to investigate further.

With kind regards
Jade

From: 1stSgt John W. Collick Jr., USMC (Retired) <1stsgtc@1791.com>
Sent: 21 May 2018 20:43
To: Charlton, Jade <Jade.Charlton@diamondresorts.com>
Subject: RE: Diamond Resorts Collick M-274484971 (CID:g6xs3cq$np9hv94vgh)

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Jade –

I am trying very hard to control my anger here. My wife has received several voicemails from DRI representatives; one stating that your company has agreed to a resolution, but didn't describe what that resolution was. My wife has too much going on with her health right now, so please ensure your colleagues understand that the only communication with us should be in writing, preferable via email.

Now, while contacting other dissatisfied Diamond Resorts International (DRI) customers, I have identified even more breaches of trust, as well as instances of deception, fraud, misrepresentation and now, concealment or suppression of material facts – that is, the (false) information in which my wife and I relied to base our decisions upon.

You stated that my concerns were investigated; how was the investigation conducted? I would like an official copy of the investigation, along with all statements. Do you have a recording of the entire presentation? If so, I demand a copy of the recording. As I am the person in the recording, I'm sure you can acquiesce to my request.

As we discussed previously, both salespersons we interacted with in Virginia Beach and Mystic Dunes, misrepresented DRI by stating that DRI was in the process, at the time, of acquiring The Colonies of Williamsburg.

Further, at Mystic Dunes, Rida made a significant number of additional misrepresentations, which I referred to as "lies" in previous correspondence, during the sales presentation. Another misrepresentation – or outright lie – was that when I asked Rida about increases in maintenance fees, she replied that, "of course there'll be increases – but only at the inflation rate," which has been our experience in the past, so we didn't discount that comment. However, I recently found that, in the State of Florida, timeshare maintenance fees can be increased by up to 25% each year.

Both Rida and Stephen Kim (in Virginia Beach) stated that the price my wife and I were being offered was good for that day only. If we had not purchased either package on the days we were in the respective sales centers, the costs would have been dramatically higher; in fact, Rida also explained that we were being given a significant discount because of my status as a 100% Disabled Combat Veteran, which I also found was not true. Stephen said the price of the Sampler was decreased because of the hardship we were in at the time and continue to experience.

Finally, both salespersons misrepresented the overall cost of vacationing at the start of their presentations, using only the cost of membership, without including maintenance fees, to depict that purchasing points with DRI would save us money on vacations. After I could not get any reservations at the Outer Banks of North Carolina, I tried to see what it would cost to make those same reservations, using my credit card. The total cost would have been 1/3 less than the annual maintenance fees alone.

In fact, both salespersons made many notes that were shown to us in the course of the presentation but we weren't allowed to have them. Why are we not allowed to leave with notes or a recording of our own? I'll tell you why – because we would have evidence of how Mr. Stephen Kim and Rida used deception and outright fraud to get us to purchase a Platinum membership. Only with those notes can we prove what your salespeople actually told us and demonstrated. Please send me copies of all notes in our files.

Again, what protection do we have? You have yours, where is ours? You may hide behind a signature but the law states that when using deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises, misrepresentations, or concealment, suppression or omission of material facts, your company is in violation of the Federal Trade Commission Act and various Deceptive Trade Practices of the various states, including the Florida Deceptive and Unfair Trade Practices Act, the Florida False Advertising Statutes, and the Virginia Consumer Protection Act. While we understand that Florida Attorney General Pam Bondi has already received a number of complaints about Diamond Resorts International's resorts in both Daytona and the Orlando areas, we are preparing to add our complaint, absent an agreement to cancel our contract.

I expect my questions to be answered and copies of recordings to be provided.

Thank you,

John W. Collick Jr

From: "Charlton, Jade" <Jade.Charlton@diamondresorts.com>
Date: May 30, 2018 at 11:33:07 AM EDT
To: "1stSgt John W. Collick Jr., USMC (Retired)" <1stsgtc@1791.com>
Subject: RE: Diamond Resorts Collick M-274484971 (CID:g6xs3cq$np9hv94vgh)

Dear Mr Colick

We thank you for your response and for allowing us the time to investigate further.

Firstly we can confirm that we have added a preference to your account for written communication only so this will refrain any team members from calling you regarding your case/account.

We can confirm that investigations consist of an investigation with the sales management team for feedback with the team members who were involved with the sale, it also includes looking at previous complaints we may have received with the same issues that you are mentioning and also we review all purchase documentation including the contract, other signed documents which include the member benefits and also reviewing the recording of the Quality Assurance meeting. All of the above has been done to assist us with our full response to your concerns regarding your purchase. We can confirm that the Quality Assurance meeting is recorded for quality and training purposes however we do not have any obligation to send a copy of this to yourself for legal reasons. We have reviewed the information discussed in the meeting and can see that the documents were signed by yourself and cannot see that any of the concerns below were discussed. We cannot actually see that your concerns relate to any information that was discussed during the Quality Assurance meeting and we are here to help with the issues that you have.

With the information regarding the sales team confirming that DRI were in the process of acquiring The Colonies of Williamsburg, we have no record of you being advised this however this could easily have been clarified by calling your resort following the purchase if this particular piece of information was so important to your sale.

With regards to the maintenance fees we refer you to the below extract taken from your "Purchasers Understanding and Acknowledgment" which advised you of the estimated cost and also that the annual increases are not set to exceed 25% annually. Therefore we cannot agree that you were not made aware of this prior to purchasing.

3. _____ **Annual Fees.** Enrollment in THE Club exchange program is voluntary. My Club Dues are billed annually along with my Maintenance Fees. My first year's Maintenance Fees and Club Dues are estimated to be **3,840.00**, and are subject to annual increases not to exceed 25% per year under governing law My Maintenance Fees must be current to make reservations. The purchase of additional Points will not decrease my Maintenance Fees. If my Points are available during the current calendar year, my Maintenance Fees will be billed within 45 days. Otherwise, my Maintenance Fees will be billed in the fourth quarter of every year.

We note that you were advised that the price offered was reduced and we can confirm that our sales team are able to provide discounts on purchases. We are unsure how you have found out that this information was not the case however if you can advise we will certainly look into this.

With regards to booking Beachwoods Resort externally, we can confirm that with 20,000 points a year you can book various weeks at different times of year and dependant on when you wish to book you can

definitely make the most out of your points. We would ask that you advise us of the dates and unit size that you need so that we can review the accommodation that we have to offer.

We can only reiterate that you did have a rescission period which was your opportunity to verify any of the important reasons for purchase and ensure that these were verified in writing during the Quality Assurance process.

If you remain unhappy with this matter then please let us know if you wish to discuss your concerns via conference call with the Sales Management team so that your matter can be discussed further verbally. However we cannot find any evidence of misrepresentation so we would recommend reviewing your purchase documentation and sending us any further information for us to review.

With kind regards
Jade

Jade Charlton | Customer Services Senior Specialist | Tel: 0345 359 0010 | Mobile: 07500.227.017 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

John Collick Jr.
147 Kennet Drive
Suffolk, VA 23434

Office of Attorney General – Pam Bondi
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

cs/timeshare
(from FTL CP)

Del V. and Cheryl Brookshier

3855 Indian Point Rd. Vienna IL 62995

brookshierdc@gmail.com

July 9, 2018

We are contacting your agency in hopes you will assist us with our dispute against Diamond Resorts International. We have made our request (demands) to be relinquished of our contract. However, they denied us several times by means of email and phone. We have gone back and forth with them over this. They are not listening to what we need. They have no intention to resolve the issue that their employees created when they sold us a scam deal.

Enclosed is the original letter sent to them along with the entire emailed correspondence between both parties. Please review and have empathy toward our ordeal. Businesses should not be able to hold a person into a contract that was represented as a lie. Please contact me with any questions at the email address provided at the top of this letter.

Del V. and Cheryl Brookshier

Cheryl L. Brookshier
Del V. Brookshier
3855 Indian Point Rd.
Vienna, IL 62995

Diamond Resorts International
Attn: Hospitality
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Re: Member Number 56-651585500

February 20, 2018

We are writing to request a cancellation of our timeshare ownership and a refund of our monetary investment. We are tired of being harassed to attend an owner's update (that always turns out to be a sales pitch) at every vacation. We are tired of being told we don't have enough points or that we have to upgrade to make our ownership work for us. We are tired of the deception and empty promises. We have found this is not an investment and not something we would want to pass to our children. A summary of our experience is as follows:

4/28/03 – Initial Purchase – Palms Country Club and Resort Orlando, FL

We were staying at Wyndham Hotel in Orlando, FL for a conference when we were invited to attend a presentation on Wyndham Palms Country Club and Resort. They gave our daughter, Miranda, a Winnie the Pooh bear and tickets to Disney World for attending.

During the meeting, the sales reps said we could use the timeshare anywhere and get an equal exchange through RCI. They said the Palms was a family resort with a lot of children's activities. They said as an owner, we got free miniature golf, discounts on area attractions and golf. They wanted us to write down possible friend names and if they came and bought, we got a monetary sum. They said we could rent it out. They said it was a great investment and would only go up in value and we could sell it back at any time. They said we could pass it on to our children. They said our maintenance fees would not be very high. They promised they would help sell Lehigh Acres.

4/6/2004 – Upgrade #1 – The Palms

We went back the next year for a week on Spring Break. We did not get to stay in our unit. We were put in an older building which was not maintained. They wanted us to come to an owner's update because the resort had been bought by another company. Now we owned one week and the new owner used points and because of this, we would have to upgrade to points. We complained about not getting our unit, so they said if we upgraded to points and a 3-

bedroom, we would have better booking power and get a better place. They gave us tickets to a dinner show and Miranda a Mickey and Minnie Mouse doll.

4/5/2013 – Upgrade #2

We went back to the Palms for Spring Break. The Palms had been bought out by Diamond at this point. So, we were invited to another owner's update to learn about the changes. We were told the points we owned couldn't be used except in April unless we bought into Diamond. They told us if we bought more points then we could use it at other resorts in Diamond and exchange with RCI and Interval. So, we bought 3000 points and they gave us 5500 points for Lehigh Resort to be put in the Club Select as inventory for Diamond. They gave us tickets and more money.

07/12/2014 – Update #3

We went to Bent Creek Golf Village in Gatlinburg, TN for summer vacation and were told to attend another owner's update. Now we didn't have enough points because they had changed it to Silver, Gold and Platinum membership in the club. We didn't want to buy because we still owed from 2013 and we still owned with Lehigh. So, they said they would buy the Lehigh Resort week and take over maintenance fees for it if we bought more points. So of course, we agreed. They gave us tickets to a dinner show in the area and a 3 day/4-night stay at a Diamond Resort.

In April of 2016, we used our points for Spring Break and again they wanted us to come to an owner's update and we refused. They offered us an Event of a Lifetime where we went to see the Orlando Magic play NBA basketball. They picked us up and took us to the game where we sat in a suite and had all the food and drinks we wanted. When it was over, they took us back to the resort. The next morning, we were taken to breakfast where they gave a presentation about the resort doing these Events of a Lifetime and showing us how Diamond was becoming an Elite Resort. This time we were there all day with extremely high pressured sales to buy with two salesmen playing us against each other. It was as if they were playing good cop/bad cop with us. They would take Del outside and tell him the same old promise while I would be inside with the other salesman telling me the same things. We told them we were not buying again. We got up and walked out. They cornered us and told us to meet with the sales manager and tell him how our meeting went. The manager just tried to sell us even harder. Again we got up and walked out.

In June of 2017, we were on a 3-week vacation in Arizona and they asked if we would come for an owner's update to get a discount to go on a Grand Canyon Tour. We went and told them we were not buying anything. They said they would help us get better use of our product by telling us different tricks on how to use the timeshare. Then they tried to sell us more points. We continued to deny but they were unrelenting. We had to get angry with them in order to get them to stop. Then they made us feel guilty because we were angry. They said we just

didn't appreciate the good thing we had in our timeshare ownership. After we left we talked to another couple who were unhappy and at that point we decided we were done and we had had enough.

Every time we vacationed we were harassed to come to an owner's update. They always said the owner's update was for our benefit, but it was always a big sales pitch to buy more points. We were always told we didn't purchase enough at the last meeting or what we had already wasn't enough. There was always some scheme as to why we HAD to upgrade THAT DAY. We take vacations to vacation, not to be harassed. We've had enough. We know we've been lied to and deceived over and over again. We've never had better booking power and again, this is not a good investment nor is it something we'd want our children to be responsible for. We felt it was unfair to tell us we couldn't use the points we owned unless we bought with Diamond. Diamond bought our membership – it shouldn't be the other way around.

We are demanding cancellation and refund of our investment thus far. We will not make another payment. Please contact us with the proper proceedings for cancellation.

Regards,

Del and Cheryl Brookshier

Member #: 56-651585500

3/7

Good afternoon Mr. and Mrs. Brookshier,

Thank you for your correspondence and allowing me the opportunity to assist you. In regards to your inquiry, we do not see grounds of any misrepresentation with your contract. There are many different perks in upgrading your ownership. However, please be kindly advised that member benefits can change at any time and there's no way to guarantee if maintenance fee will stay the same or how much it can change. During this session with the Quality Assurance Officer, you are given the opportunity to discuss any and all items or issues that have been represented by any employee or agent of Diamond that are material to your purchase and are not otherwise in writing. Our account records do not indicate any questions comments or concerns were brought up at any time during the contract signing. Furthermore, you were allotted time to review the contract and make certain that this was right for you and your family. You're currently outside of that rescission period. For your convenience, I can provide you with a copy of the documents upon your request. All of these documents were initialed/signed by you that you understood the purchase. While we regret that you may feel misrepresented and pressured regarding your ownership, we must deny your request for cancellation. Please be advised you are still obligated for all financial responsibilities associated with your ownership. We are not allowing cancelation, relinquishment or buyback of your contract at this time. I regret that there is a misunderstanding and/or confusion with your ownership and that I was unable to provide your desired resolution. If you have any further questions and concerns don't hesitate to reach out to us. We look forward to assisting you with making your vacation dreams a reality as that is after all what vacation ownership is all about. Please contact our expert teams in Member Services at 1-800-465-3539 and allow one of our representatives to assist you. If you are experiencing a type of hardship to where you are unable to afford your ownership, we do want to suggest sending additional documentation to support your hardship. This may be any formal documentation that substantiates your hardship claim, along with a detailed letter. We would need to specify how your income has changed since the time of the purchase agreement. This will be submitted to and reviewed by our financial advisors to cancel your ownership, even with the balance and/or loan due. Please be advised that I make no guarantees as to if this can be approved or not. You may fax your information to 702.473.7049 ATTN: Hospitality Management Dept. or email your information to ContactUs@diamondresorts.com

Kind Regards,

Carmelita Centeno Hospitality Management Specialist II (702) 473-7645 Ext. 12910

3/20

Ms. Centeno,

Thank you for your reply. If there's no way to guarantee the maintenance fee will stay the same then why are we given an estimated amount at all? And even that estimated amount is usually incorrect. Also, what exactly are the perks of upgrading? We have not seen better booking power, we have not been able to rent it out, we haven't been able to sell it back and it's not going up in value. These were all perks we were promised if we upgraded. The session with the Quality Assurance officer is not useful; this is not an opportunity to bring up questions and concerns. They don't want to review any details because they may blow the sale. All you get is a brief overview of each page and then they tell you where to sign and initial. This is the fastest part of the whole meeting! How would we have

known what to discuss? How would we have known at that time we had been duped? Even the rescission period wouldn't have given us enough time to determine this. I don't need a copy of the documentation – I'm not disputing the documentation. I'm disputing the fact that what was told to us, that ultimately affected our decision to purchase, was either lies or extremely misleading information. We have been harassed during every vacation. We have been pressured during every meeting. We have been deceived and lied to over and over and we refuse to continue with these shenanigans! The high-pressure and hard-sell tactics used by your sales representatives are appalling - playing us against each other, making one another feel bad, playing good cop/bad cop with us. It's too much. We have been loyal members for over 15 years. We don't understand why this has to be this difficult. Cancellation should be simple; it's definitely deserved. In all these 15 years Diamond has never been able to make our vacation dreams a reality. We've had enough of the empty promises. We ask you to reconsider.

Del and Cheryl Brookshier

3/23

Good afternoon Mr. and Mrs. Brookshier,

Thank you for your email and allowing me the opportunity to assist you again. In regards to your inquiry, we regret that you may feel misrepresented. Please be kindly advised that during thesession with Quality assurance it is your responsibility to ask all the questions you feel you need to ask including asking them to go thru what your signing thoroughly and slowly. Also please keep in mind that the maintenace fees estimate that is provided on the day of purchase is an estimate maintenance fee for the current year you are purchasing your contract. In regards to any buy back or selling your ownership, you also did agree with your initial:"I have acquired a collection membership for my own personal use and enjoyment. No representations of any nature concerning investment potential, refinancing, rental returns, tax advantages, appreciation/depreciation, or other possible financial benefits have been made by seller or any of its agents." Although we terribly regret how unsatisfactory the experience turned out to be for you, we can add you to our do not call list which will avoid any future tour or marketing offers. However, there are many perks on upgrading your membership. If have any questions and/or concerns on your ownerships, please contact our expert teams in Member Services at 1-800-465-3539 and allow one of our representatives to assist you. I regret that there is a misunderstanding and/or confusion, we must deny your request for cancellation. Please be advised you are still obligated for all financial responsibilities associated with your ownership. We are not allowing cancelation, relinquishment or buyback of your contract at this time.

Kind regards,

Carmelita Centeno Hospitality Management Specialist II (702) 473-7645 Ext. 12910

4/11

Ms. Centeno:

Again, and hopefully you will understand my point: The session with the Quality Assurance officer is not useful; this is not an opportunity to bring up questions and concerns. They don't want to review any details because they may blow the sale. All you get is a brief overview of each page and then they

tell you where to sign and initial. This is the fastest part of the whole meeting! How would we have known what to discuss? How would we have known at that time we had been duped? Even the rescission period wouldn't have given us enough time to determine this. I don't need a copy of the documentation – I'm not disputing the documentation. I'm disputing the fact that what was told to us, that ultimately affected our decision to purchase, was either lies or extremely misleading information. I'm aware of how many times I signed and initialed but again, nothing was reviewed with us – only "sign here" or "initial here" or another person was brought in to chat it up. We were going along with it because we trusted the sales reps; we knew what they told us was true. We wouldn't have known to bring up any concerns during that time. I asked on my last reply what the perks of upgrading are and you have yet to answer – only stating once again that there are many perks to upgrading. And as I stated before, we were promised many perks if we upgraded such as better booking power, that we could rent it out or sell it, it would go up in value, we would have our very own personal advisor, we could go anywhere anytime and much more. None of this has been true! So again, what are the perks of upgrading?!? If I chose to upgrade, which I will not be doing but for this example let's say I am, then if I do, at the next meeting, I will be told to upgrade yet again because there are more perks and more points are needed! It's never enough. I just feel like our experience doesn't matter. You are not making any resolutions! What's it going to take?

Regards,

Del & Cheryl Brookshier

4/18

Good afternoon Mr. and Mrs. Brookshier

Thank you for your email and allowing me the opportunity to assist you. I did attempt to call and left a voicemail. In regards to your inquiry, during the session with the Quality Assurance manager, you are given the opportunity to discuss any and all items or issues that have been represented by any employee or agent of Diamond that are material to your purchase and are not otherwise in writing. Our account records do not indicate any questions comments or concerns were brought up at any time during the contract signing. Please be kindly advise that you did agree and acknowledge that you purchased this for personal use not for any financial gain. Unfortunately, Diamond Resorts® does not have a repurchase or resale program, nor are we affiliated with any of the companies that assist in this process. There is no way of guaranteeing availability since it is a live inventory and it is a first come first serve basis. I have attached a form that shows the perks and benefits of each tier level. You can also find a more detail information of your benefits online. Once you log in your account under my community you would choose the option member information and you will find the member directory. While we regret that you may feel misrepresented regarding your ownership, we must deny your request for cancellation. Please be advised you are still obligated for all financial responsibilities associated with your ownership. We are not allowing cancelation, relinquishment or buyback of your contract at this time. If you have any questions, please contact our expert teams in Member Services at 1-800-465-3539 and allow one of our representatives to assist you.

Kind regards,Carmelita Centeno Hospitality Management Specialist II (702) 473-7645 Ext. 12910

5/2

Hello Carmelita!

We did attempt to return your call and left a voicemail but after further thinking, we would like to continue this discussion via email. We've learned our lesson when it comes to taking your word... Yes, the session with the QA manager would be the perfect opportunity to bring up any concerns we had but at that time, we had none and any concerns we did have, we brought up to the sales representatives who offered a solution to fix the problem (or make it worse?). We trusted your sales representatives explicitly. Of course, we purchased for personal use, that doesn't negate the fact that we were told we could rent it. We were also told if we upgraded, we would have better booking power; we were told this at each meeting. Why would we be told this if it wasn't true? This is just another lie your representatives use as a selling point. The problem is what we were told hardly ever panned out. We have been harassed on every vacation and it seems we never have enough points. We want out! We will do whatever it takes to get us out. You can't hold us hostage because YOU feel we weren't misrepresented – we were. And harassed. Why should we continue with this madness? We will not be using it anymore. You've already seen we haven't upgraded at any of the last few meetings. We will not continue to pay for something we won't use. We ask you to reconsider.

Regards,

Del and Cheryl Brookshier

5/10

Good afternoon Mr. and Mrs. Brookshier,

Thank you for your email and allowing me the opportunity to assist you again. I apologize that if I have missed your calls. I have not received any voicemails from you and/or aware that you have tried to contact. Per your request you wanted future communication thru email and we can definitely continue to do so. In regards to your inquiry, I can understand that you did not have any questions during the session with the Quality Assurance. However, you were given time during the rescission period to review your contact and cancel within that time period. Please be kindly advised that on the contract you signed does state that you can not rent reservations for commercial gain or rent to individuals not known to you. I have attached the document that explains this. All of these documents were initialed/signed by you that you understood the purchase. As far as booking power you would have to elaborate that a little bit more since I am not quite familiar with that term and/or the meaning behind it. However, you do have a 13 month booking window with any Diamond owned properties anywhere in the U.S. Also a 10 month booking window for any affiliate resorts and cruises. I do apologize for the situations you encountered at the time of your stay and feel harrased by our sales agent. It would be up to you to let the sales agent know that you have no interest in purchasing. While we regret that you may want to cancel your ownership, we must deny your request for cancellation. Please be advised you are still obligated for all financial responsibilities associated with your ownership. We are not allowing cancelation, relinquishment or buyback of your contract at this time.

Kind regards,

Carmelita Centeno Hospitality Management Specialist II (702) 473-7645 Ext. 12910 Carmelita Centeno | HSM Specialist II | Tel: 702.473.7645 Ext. 12910 Diamond Resorts™ | Stay Vacationed.®

5/21

Carmelita,

Do you even know that you already responded with basically the exact same thing? And I responded to your statements already! I can either assume that you did not read our response AT ALL or you are simply sending us canned responses. Neither of which we appreciate. This is a disgusting practice that needs to stop! And this is yet another reason we want to get away from Diamond. Your customer service skills are horrible! You don't care about your members at all! No new information? Heck, you haven't read ANY information we've sent – your email clearly shows us this. You can consider this case closed all you want – but I assure you we are not done. It is a crying shame that your company cares as much about its reputation as they do member satisfaction. I will be sure to include the fact that you, Carmelita, have treated us poorly and disregarded anything we have said and only responded with the same, canned response. I will also be sure to hit every message board, forum, advocacy group, social media channel, regulatory agency and complaint board I can with this information. Oh no, we are not done yet.

Regards,

Del & Cheryl Brookshier

Del V. & Cheryl Brookshier
3855 Indian Point Road
Vienna, IL 62995

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Stamps

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State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

33301$5001 C001

CSI timeshare AR

(from FTLCP)

Dean Whitlow

dwhitlow@hughes.net

1674 Timber Ridge Rd.

Spencer, IN 47460

July 9, 2018

To whom it may concern,

We are contacting your agency in hopes you will assist us with our dispute against Diamond Resorts International. We have made our request (demands) to be relinquished of our contract. However, they denied us several times by means of email and phone. We have gone back and forth with them over this. They are not listening to what we need. They have no intention to resolve the issue that their employees created when they sold us a scam deal.

Enclosed is the original letter sent to them along with the entire emailed correspondence between both parties. Please review and have empathy toward our ordeal. Businesses should not be able to hold a person into a contract that was represented as a lie. Please contact me with any questions at the email address provided at the top of this letter.

Dean Whitlow

Dean Whitlow

1674 Timber Ridge Road | Spencer, TN 47460

April 9, 2018

Diamond Resorts International,

I am formally demanding a cancelation and return of all funds that I have spent on my timeshare with Diamond Resorts International, which has not provided as promised.

In January 2015, we were going on a cruise and flew into Orlando to spend a few days. In the lobby, there was advertising for free tickets to some local attractions. So, we stopped and talked with them and found out that this was the Diamond Resorts International kiosk and they asked us about buying timeshares. We told them we weren't interested as we were due to go on our cruise and had a time constraint. They informed us we didn't have to do it right then, we could have up to one year to use the promotion, so we signed up. The cost turned out to be $99 to get the tickets which were originally advertised as free – this should have been our first clue as this was the first lie.

During the following year, we were contacted several times about scheduling a time to do the presentation. We scheduled another cruise in 2016 and they gave us a room at the Holiday Inn in Orlando and set a time for the presentation. We went to the presentation and told the salesman we really weren't interested in purchasing a Florida timeshare as we owned a home in Florida. The salesman informed us that due to the fact we had stayed at the Polynesian Resort, we were entitled to special pricing - the room we stayed in was a Diamond Resort accommodation and the individual who had purchased the room we stayed in several years ago had special pricing. We told him we still weren't interested, but he said, "let me show you the figures" and proceeded to do so. He continued to impress upon us our eligibility for a very reduced rate since we stayed at the Polynesian Resort. After the presentation and after finding out the cost, we told him we still weren't interested. He then asked us to wait while he went and talked with his boss. He came back and said perhaps we could do it at a lower rate for you with a few less points. We still weren't interested. Then his boss came over and they talked a few minutes. They told us we could have a smaller amount of points and the cost would still be below what the normal cost would be. At that point, the price was low enough that we did then purchase. We figured that was sufficient for what we would use. After the presentation, which lasted over three hours, they gave us a small Android tablet, that supposedly had all the Diamond Resort information loaded onto it.

A few weeks later, we were notified we were eligible for three days at a resort in Branson, MO to help us to understand all of the benefits of our timeshare and as a way to thank us. Upon arrival

dwhitlow@hughes.net

we were given a time for the next day to meet with someone and go over our timeshare and show us how to use their website. After showing us all of the benefits, they proceeded to inform us that we really didn't have enough points to cover very much of a vacation. So, they proceeded to have us look at buying more points by telling us the benefits this would entail such as better booking power, better availability, minimal maintenance fee increases, a personal advisor and more. We did not know this was going to be another sales presentation; we simply thought we were there to look at the benefits of our current ownership.

Again, after some time of going over large numbers of points, we were yet again informed that *we could afford* to purchase additional points due to the low price we were paying. We told them we weren't interested and again the salesman went to his boss and came back with a lower rate and we informed them we still were not interested. At which time, he went back to his boss again, who came to our table and sat down and went over several things, showing us how we couldn't afford *not* to purchase more points. Again and again they informed us that if we purchased more points, we would have greater benefits. Knowing they wouldn't stop until we gave in, we purchased the additional points. Plus, we wanted those extra benefits – we felt they would help us get more out of this timeshare.

During that presentation, we were informed if we upgraded, we would have enough points to go to one of five destinations of our choice with free airfare. Shortly after that, they began to call us asking us where we wanted to go and urged us to set a date to do so. They said they'd take care of all the arrangements. We finally decided to go to Hawaii in January 2017. Once again, there was no mention of us having to attend a presentation until we arrived.

The morning of the sales presentation, we waited over an hour before someone met us. We informed the salesman we weren't interested in purchasing. He proceeded to walk us around showing us where they had purchased the hotel we were staying in and all of the upgrades they were doing. After the walk around, he invited us back to the offices and proceeded with the sales pitch. We continued to tell him we weren't interested, we had what we needed. He then said, let me go pull your paperwork and see what you have, and he came back and told us they were looking the paperwork over because something didn't seem right. It seemed they had made a mistake when they sold us the points in Branson, MO. He said his bosses were checking over everything and then proceeded to tell us about all of the benefits of purchasing the Hawaii collection. The points we had in the main US weren't as good as the points that Hawaii would have. If we purchased in Hawaii, we could virtually go anywhere they had property, in the world, anytime we wanted. His boss came back and informed us they had a call in to the Corporate Offices concerning our timeshare. We sat around waiting until eventually his boss came back with another man and told us everything was ok. It was just from our initial purchase that the price was below anything they could sell, and so they had to have the Corporate approve us to buy into the Hawaii collection at a reduced rate. They told us the price and we said no, because of the cost of the payments and interest rate. They informed us we could go to our bank

and refinance to get our rate reduced and our payments wouldn't be any more than what we were paying then. After a while, we decided to purchase if we could keep our payments the same. We were told our maintenance fees wouldn't be much higher than what we were currently paying. No mention was ever given to us, in any of the presentation that maintenance fees and/or other fees would continually increase. We considered purchasing, but did not have the down payments with us, so they suggested we apply for a Diamond Resorts credit card. We could put the down payment on it and gain points that could be used for some of the fees for Diamond Resorts along with shopping points. We were also told it would be a good investment and we could give bookings to friends and family. We were told with the Hawaii collection, we would have priority booking dates and extended booking times. We agreed and purchased. Never did our financial situation or retirement plans become part of the discussion. For the most part, once they checked our credit scores, we could purchase whatever we wanted. The payments were high to begin with, but we figured we could refinance and lower them. It wasn't until I went to our local bank that I found out they will not refinance timeshares.

This way of selling to us and making us feel obligated to purchase is not the right way to do business. We were pushed to purchase after stating over and over that we did not want to buy a timeshare. The first one was sold with few enough points so that they know that next time, we went to use the timeshare, it would be necessary to upgrade and purchase with DRI once again. I believe if I stayed an owner with DRI that I would further be expected to continue upgrading. The pressure, the lies, the half truth…it's all too much.

I am very disappointed with the way our experience with DRI has turned out. I never want to engage in business or visit any of the other resorts again. Moreover, I want this contract canceled and a refund of my costs associated due to the fact we were lied to at each purchase and ultimately, what we were told effected our decision to purchase. We expect to hear from you in writing (via email or postal mail) within 30 days of receipt of this letter – phone calls will not be answered.

Respectfully,

Dean E. Whitlow

Lutricia L. Whitlow

Member #9-187885391

dwhitlow@hughes.net

Correspondence with Diamond Resorts

4.24

Dear Mrs and Mr Whitlow

Thank you for your letter to Diamond Resorts and for giving us an opportunity to investigate and address your concerns. We are very sorry to read that you are disappointed with your Diamond Resorts membership and would like to apologize if you felt pressured into purchasing a membership, we must stress, however, that our Representatives are not able to force any of the prospective buyers to purchasing anything against their will or better judgement and this is effectively the clients' decision whether to go ahead with the transaction or refuse at the time. Please note that you were not obliged to purchase and were in a position to cancel the purchase within the cooling off period. We have reviewed your claims and would like to kindly note that we do not condone bad sales practices, however, we stress, and it is included in the contract, that all verbal representations and understandings are preceded and replaced by the written agreement. All claims of misrepresentation are followed up by an investigation and a review and should there be sufficient evidence we will of course take appropriate actions. However in the light of lack of admissible evidence and the fact that we are unable to determine with avoidance of all doubt what may or may not have been discussed during the meeting we do have to rely on written agreement, which is something you have also agreed to by placing your signature. Please also note that we have access to your purchase documentation and are able to determine that you have made your most recent purchase to take advantage of benefits, use more destinations and travel services. This suggests to us that you have made an informed decision to purchase more points as you felt this will benefit you. Please note that we have entered agreement with yourself in good faith and are prepared to offer you our services as described in the contract you signed. In return you have agreed to fulfil your financial obligations towards Diamond We expect that all clients would read their contract before purchasing or within the cooling off period as it also refers to the duration of the rescission period. Vacation ownership purchase is a serious financial decision and we must kindly advise that it is the client's responsibility to familiarize themselves with all the documentation; question any understandings and assumptions created in the presentation, as well as ensure that purchase meets their expectations. We apologies if this response is not as you may have anticipated and any disappointment this may cause. However, we disagree that this contract was misrepresented. Please do let us know if there is anything else we can assist you with and we will be happy to help.

Kind regards, Gosia Malgorzata Czyzniewska

5.7

Thank you for your response to our letter. I would like to take this opportunity to offer a rebuttal. You state your representatives are not able to force any buyers into purchasing anything against their will or better judgment. I'm not sure if you understand what high-pressured sales tactics are – this happens when sales representatives won't take "no" for an answer and begin spewing lies and deceit and whatever scam they can so the potential buyer feels they have no other choice than agreeing. We say "yes" as it is the easiest way to end a stressful interaction! We know from experience your sales reps will not stop. Plus, the lies and deceit are enough to make us feel like we are making the right decision. In no form or fashion are the sales representatives cognizant of our financial situation; nor do they care. They say things like "there's no way you CANNOT afford to do this." Or "You can afford this! We've made the price so low…!" You mention the cooling off period –

this is a joke. A short period of time in which you are fully aware the buyer wouldn't have enough time to find out they were sold a bunch of lies or some extremely deceitful information. Your company is notorious for downplaying your shortcomings and building grandiose ideals of the vacation experience buying a timeshare provides. Only later do we find out it's a sham...and more of a hassle than anything. A timeshare is not an investment nor is it something we would want to leave to our children. How can all verbal representations and understandings be replaced by the documentation? Several of the things we were told wasn't even covered in the documentation. There is no way you can expect the documentation to replace what was told to us. What was told to us is what got us into the signing process to begin with! And even then the details of the documentation are not properly reviewed – there would be no way to know we were duped at this time. Also, please tell me what type of investigation you would open and how this would play out – I'm curious to know. Or is that an exaggeration - would you simply pull up the signed documentation as your response? It seems to be all you have. How could we provide evidence?.We have no record of what we were told as we are not able to take any notes, and recordings are not allowed. We now know why – so you can get away with your scam. The written agreement is your safety net. We don't have one. I explained why we made more purchases – we were told to! We were promised more benefits. Plus, we knew they weren't going to take "no" for an answer. Your denial based on the documentation alone is pathetic. I've told you our experience. I've told you what lies and empty promises have been told to us. We have no reason to lie. We were sold a sham! We both entered into an agreement in good faith. The problem is the services have not been offered as promised – contract or not. The problem is more than just that though – surely you see? The lack of availability is a major concern. And if we do get in, we are pressured to upgrade on every vacation! This is not how vacations are meant to be. This does not fit into your sales representatives descriptions of timeshare ownership. We ask you to reconsider. Respectfully,

5.14

Dear Mrs and Mr Whitlow Thank you for your response. Regretfully, we must reiterate our position with regards to this issue. We appreciate your comments, however we must respectfully advise that should you indeed for any reason feel pressured into purchasing a membership, you had no obligation to keep the purchase and were able to cancel it within the cooling off period. Although we disagree that rescission period is not sufficient to revise the paperwork, should you be adamant you did not want the more points in the first place, there was necessity for you to go over the paperwork in detail. Additionally, you were an existing member at the point of sale, therefore we feel you were aware of the terms and conditions of the membership and you were through the sales process previously and also utilised your ownership in the past. Points purchase is a serious financial decision and an ongoing commitment and we must assume that our members make a well-considered conscious decision to purchase and subsequently keep the purchase. If you are in possession of any written proof of alleged representations made we would of course need to take these into consideration, address them with the sales team and should there be any evidence that the information was misrepresented to you or that you were led to purchase under false pretence we would of course look at options available including cancelling sale and contract. However should there be no such evidence and no written proof can be offered, we need to rely on the written information available to us, which is your purchase agreement and your acknowledgement that you agree that only information included in the body of your contract is legally binding and no verbal representation can be taken into consideration. We regret not being able to offer you a more satisfactory response, however at this stage we are not in a position to agree that you were mis-sold.

If you would like us to assist you at securing your reservations at your preferred destinations we will be more than happy to assist you.

Kind regards, Gosia

5.29

Gosia, I must also reiterate our reasons for continuing the fight, as well as give you a bit more insight since it seems we are failing to see eye to eye. Not to mention your response further proves you have no regard for your members and their satisfaction nor experience. After our introduction to the salesman, the first thing I said was, "I'm not interested and I don't want to purchase anything." At this point he should have said, that's fine, end of conversation. That did not happen and we told him at least 10-12 times more we weren't interested. And what can I say, after four hours, you wore us down. The "necessity" to go over the paperwork in detail is clearly overlooked. There was no proper review of the paperwork – only a rush of signatures and page flips. This was the case in every meeting. Had we been told that there was a cooling off period, rather than having to find it on our own, that would have been a help. And as stated, this cooling off period is a joke. This is NOT ENOUGH TIME to realize you have been lied to. And sadly, it happens every time. We continued to give your company a chance, thinking things would change. Sadly again, nothing changed. Had we known we should have taken notes during the process, to fact check the presentation, we would have. In fact, had we known then what we know now, I would have videoed the presentation. You stated you are relying on written information, what can we rely on? We surely can't rely on your company to be truthful. Seems in truth, we can't rely on Diamond Resorts for anything other than taking our money. I'm still confused at your term "investigation" – it seems the only "investigation" you did was pull out some signed contracts. This is NO WAY covers how we have been treated throughout our time as members. In no way, shape or form. This isn't over...

Regards, Dean Whitlow

6.5

Dear Dean E. Whitlow and Lutricia L. Whitlow Thank you for your response We of course are very sorry to read that you feel we have not offered you the response you were looking for We would like to take this opportunity to assure you that we of course strive to ensure that our members are satisfied and make the most of their memberships and so we are saddened to learn that it is not so on this occasion. We must stress however that we disagree that not agreeing to fulfil your request to cancel your contract constitutes bad service. We must reiterate that should you feel rushed or pressured you had no obligation to complete the sale. We strongly feel that it is the clients' responsibility to ensure that the product meets their expectations. The collateral is extensive, however we feel that the cooling off period is sufficient to read the paperwork. Please note that the information regarding 7 day rescission can be found directly above your final signature on your purchase agreement. We can see that you have 2 more contracts with Diamond Resorts and so we feel that you having been through the sales process twice already you were aware of the terms and conditions as well as rescission period. Unfortunately, in the light of the above we must reiterate we do not feel we are in a position to cancel this purchase If there is anything else we can assist you with please do let us know.

Kind regards, Gosia

Florida
Attorney's General Office

JUL 18 2018

Citizen Services

Dean Whitlow
1674 Timber Ridge Road
Spencer, IN 47460

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Fort Lauderdale, FL 33301

33301-500110

(S/Timeshare Au
(from FTL CP)

STAFFORD

JOHN & KAREN

3961 Cane Garden Drive; Raleigh, NC 27610 | (240) 426-7712| stafstan@nc.rr.com

July 16, 2018

To whom it may concern:

I have been in a dispute with Diamond Resorts trying to get my timeshare cancelled. I have not had any luck in getting them to cancel our ownership. I have written a letter to explain what we have gone through regarding our purchases and upgrades. They responded to the letter and I have since written them back twice. They are still not wanting to cancel our timeshare. We feel that we were coerced into purchasing by the salesman lying to us and misrepresenting the timeshare purchase and the fees involved. I had an issue with my bill and it took over 5 months to get it corrected. My wife has medical issues that will prevent her from traveling in the future, so this is no longer a benefit for our family. For some reason Diamond Resorts does not understand this and so far, is refusing to cancel our ownership. Reaching out to you is the only thing we can think of to do at this point. Thanks for any help you can give us.

Sincerely,
John & Karen Stafford
Member #9-178137756

STAFFORD JOHN & KAREN

3961 Cane Garden Drive; Raleigh, NC 27610 | (240) 426-7712| stafstan7578@att.net

April 3, 2018

Diamond Resorts
10600 West Charleston Blvd.
Las Vegas, NV 89135

To whom it may concern:

I am sending this letter to inform Diamond Resorts International that I want to terminate my contract(s). The sales staff has flat out lied to us during upgrades. Every time we were required to attend another owner's meeting we would have several unpleasant encounters with your company. We do not wish to resolve this issue by purchasing more points or taking any more of your "free" handouts. We simply want to cancel and put this experience behind us.

My wife Karen and I visited Greensprings Resort in Williamsburg, Virginia in October 2013 through RCI. We had never heard of Diamond Resorts. We reserved a handicap accessible villa so that is what we expected would be assigned to us. On arrival, the villa was nothing close to handicap accessible. I called the front desk to complain to the manager and to my surprise there was no manager for the resort. I voiced my complaint to the person "in charge", but nothing was done to alleviate the problem at the time. We attended the owner's meeting and our sales representative was Hussein Aboul-Ezz. In the meeting we found that there would be major renovations to Powhatan. We told Hussein about our accommodations and he offered to move us to an "ADA" friendly villa which we accepted. Accommodations were slightly better. We spoke about where Diamond was going regarding the timeshare and how it would benefit us. There was no major discussion about the maintenance fees.

My wife and I were invited to spend a week at one of Diamond Resorts properties at Daytona Beach, Florida. We had never been to Daytona Beach and decided to seize the opportunity and go for the visit. We were required to attend an owner's meeting and were talked into purchasing additional points. The 100k platinum club was the "carrot" they dangled in front of us. Making us think that this was the level to achieve. Six weeks after our purchase / upgrade we received a bill in the mail (due for payment in a couple weeks) for Assessment Fees on the upgrade. I immediately called Brad Leslie the sales rep that worked with us and questioned him about the bill. He said that I should pay it now, since it would not be included in the year end maintenance bill. The bill was paid as due but was still included in the year end maintenance bill. Again, I contacted Brad, but got no- where with him. I realized that during all our previous purchases / upgrades the aspect of the Assessment fees was never fully explained to us. Diamond and their representatives withheld information and then lied to us.

My wife and I visited Green Springs Resort in Virginia in April 2018. The Diamond sales representatives were Mark Schilling and Willette Monk. Mark did most of the talking and he was pulling out all the stops trying to close the contract. We were close to the 100k plateau. When he presented the contract to us I saw that there would be an Assessment fee paid before the end of the year and then included in the year end maintenance fee bill I IMMEDIATELY told him about our experience in Daytona Beach and that upgrade. I told him how we were lied to and since we had a lot of points that would not be used this year there was no need to upgrade and purchase more points that would not be used this year. He suggested that we leave the contract as-is and when we would get the Assessment bill in a couple of weeks to send him a copy and he would take care of it. I asked him how he would do that, and he said, "don't worry, he would call and have someone in Corporate remove the bill from our account. It took almost 5 months before the situation was resolved. I had to get Mark's boss and Corporate involved. A credit was finally applied to our account. Mark lied to us!! This was a nightmare.

In closing we would just like to cancel the timeshare. My wife has medical issues and travel is going to be harder for her. This timeshare is not beneficial to our family any longer. We have been given misleading or wrong information regarding fees. I would also like all loan debt to be forgiven. We would not want this to harm our credit in any way. Thank you for any help you can give.

Sincerely,

John Stafford & Karen Stafford
Member #9-178137756
Maintenance acct #51878705-US

Keisha,

While we appreciate your attempts to contact us we prefer to speak via email. If everything is in writing, then there will be no mistaking what is being said to us. So, going forward we would request all contact is made via email.

I understand that we owe balances from amounts financed on two contracts (17734925 and 17747997) and these balances are what we are asking you to cancel. This Diamond Resorts timeshare is no longer beneficial to our family as I had stated in my first letter to Diamond Resorts. I am also not happy having money tied up in a timeshare that has no issue with misleading and lying to the customer. With each upgrade we were given incorrect information therefore leading to ill-advised decisions. We know that you have credited our account but that is something you needed to do. THIS TO ME IS AN ADMISSION OF WRONG DOING. What we were told regarding the Assessment Fees was totally wrong. We were told by our Sales Rep Mark Schilling that he would take care of the Assessment Fee and he DIDN'T. It was a very stressful experience to get that money credited to our account. Please know that it 5 months of us calling, texting, and emailing in order to get something done about the fee. It wasn't like Diamond was just so willing to help us and credit the fee. Karen and I were made to feel like "LIARS!" We had to work to get that fee credited.

Please take a moment to review and reassess our dispute with Diamond. We are simply asking for cancellation. We would like the loan debts to be at zero and not affect our credit. As I mentioned in the first letter my wife has serious medical issues and traveling is going to be hard for her now. Again, this is no longer a benefit to our family. I look forward to hearing back from you hopefully with some good news.

Sincerely,

John A. and Karen L. Stafford
Member #9-178137756

Maintenance Acct. #51878705-US

From: White, Keisha <Keisha.White@diamondresorts.com>
Sent: Monday, April 23, 2018 7:21 PM
To: stafstan7578@att.net
Subject: request to cancel

4/23/2018

Good afternoon Mr. and Mrs. Stanford,

I have attempted to contact via phone and have been unable to leave message. I would like to provide you with my direct contact information to further discuss you request to cancel. Based off past discussion this matter has been address and resolved with Hospitality Agent Ben Overfield. On September 20, 2017 your account was credited $2779.43 and applied to 2017 Club Fess for purchase of

contract 17747997. At this time with 2 past due active loan balances $127,573.67 and $45,454.64, I will be unable to cancel your contracts 17734925, and 17747997. All contracts paid in full with no past due fees can be submitted for review under Transitions program. Please be advised if accepted there is a $250 fee per contract. This option is available from your online account or at 877-497-7521.

Thank you,
Keisha White

Keisha White | Hospitality Management Specialist II | Tel: 702-473-7645 Ext. 12849

Diamond Resorts™ | Stay Vacationed.®

John & Karen Stafford
3961 Cane Garden Drive
Raleigh, NC 27610

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TN 370
17 JUL '18
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State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

33301-500110

CS/timeshare
AR
(from FTL CP)

Sharon Hightower

1530 Red Fox Circle Blanchard, OK 73010

slhightower@yahoo.com

July 12, 2018

To Whom It May Concern:

Please see the letter and corresponding responses enclosed in regard to a dispute filed against Diamond Resorts International. We have made several attempts at contacting them in regard to our complaints and concerns but have had no positive response. We are simply requesting a cancellation of our membership.

We would appreciate any guidance or help this agency can provide. We have enclosed a copy of the original letter sent to them as well as highlights of the correspondence between one of their representatives.

Sincerely,

Sharon Hightower

Sharon Hightower

1530 Red Fox Circle Blanchard, OK 73010

slhightower@yahoo.com

Contract number – 9-14190146

May 28, 2018

To Diamond Resorts:

This letter is to inform Diamond Resorts International of my intention to discontinue payments and to demand a refund and prompt cancellation of my contracts & membership with said company.

My first experience took place in 2012, when my husband and I were in Orlando using our Westgate timeshare. A Diamond representative approached and offered a free round of golf if we would only come to a *brief* presentation. When asked, we were quite satisfied with our Westgate timeshare. However, the sales rep and his manager explained that there would be a way to use our Westgate timeshare to get more points on Diamond. The main concern in doing this was that I did not want to be responsible for two separate timeshares. Most importantly, I did *not* want two maintenance fees. I was very clear on this fact. After the discussion, the understanding was that I would sign over the Westgate timeshare to Diamond Resorts in exchange for a better deal with Diamond. Another concern had been that we had not been able to take a vacation to Hawaii with Westgate. The salesman used this as part of the pitch in getting us to sign. He extolled the virtues of Diamond and their point system and how easy it would be to get everything we wanted out of a Diamond timeshare in contrast with Westgate.

My first surprise was that my Westgate timeshare was not automatically deposited at the beginning of the year. It was clear that Diamond had no intention of making my vacation experiences easier because I had to jump through hoops and make several calls to get these points deposited with Diamond. The whole process was very complicated. To add to the disappointment, I received TWO separate maintenance fees which I had been promised would not happen. For the next five years, I lost the use of the timeshare with Diamond due to the insurmountable time and effort required to book it. I continued to use my Westgate timeshare as I had previously instead of bothering with Diamond.

In 2017, Diamond Resorts decided to contact us and lure us in with the promise to provide free dinner as we received a full explanation of our timeshare, how to use it, and what new benefits were now available. I was very thorough in describing our negative experiences and in asking questions for clarification. The presenter made many claims about services that we were not receiving. They asked if we had taken advantage of the "upgrade" offered

earlier in the year when things were reorganized, and we stated we had not been contacted or heard about any upgrade or change. They said they would visit with us about that personally when the general discussion period was over. Our salesperson, Luke, explained with the help of his manager that because we had not upgraded earlier in the year we were not receiving the benefits and ease of using our Westgate timeshare toward points. Also, if we upgraded now we could take advantage of being able to both book a cruise and pay our maintenance fees totally with the use of points. We told them our priority was in booking a cruise in 2017 for our 40th wedding anniversary. We were assured that we would be able to do this easily. However, my new "CLUB" access would not begin for another 45 days so we must wait to book but Luke would be able to guide us when it was available.

The manager left the room several times and would come back stating that he was getting a special dispensation for us since we had "declined" the previous upgrade that we had NEVER been offered.

After we were approved for the special CLUB membership, the subject of cost ensued. We were very skeptical. To get us to sign, Luke told us we would have a personal concierge to help us when we started using our points. To seal the deal, he went away and would come back with a "special permission" to become our personal concierge himself although these were "usually assigned at random".

Once all was said and done, the deal we had come to understand was this:

1. This purchase of more points had been necessary in order to become part of the new "CLUB" in order to access our Westgate Resort trade-in with ease.
2. Points could easily be used toward paying maintenance fees.
3. Points could easily be used toward entire cruises before the end of the year.
4. Our personal concierge, Luke, would guide us every step of the way.

The whole meeting had taken up 3 to 4 hours of our time though they had promised 90 minutes. This was the same as our first purchase.

After the 45 days, I began obtaining info about the points usage and cruises. I was told that access into the new "CLUB" had not yet been granted as promised. Obviously, I was upset. I tried to call Bob Shirley to inquire about this several times but was simply told to call the general line for help about this situation and they would be able to offer help. This was not true. The general line did offer any answers and no one I spoke to knew anything about our situation, and accordingly could do nothing further. Our "*personal concierge*" was nowhere to be found and in fact, we were told he no longer worked for the company.

Sixty to seventy-five days later, the CLUB membership was finally acknowledged. My attempts to book the cruise which had been the only priority on the outset of this final purchase with Diamond were futile. I was told I would not be able to book a cruise this year because *"all cruises must be booked before May!"* This had not been represented

truthfully. This upgrade would NEVER have come to fruition if I had know we could not book a cruise with Diamond for our anniversary. Bob Shirley did nothing to fix the situation. He merely moved all 21,000 of my points to 2018.

Diamond Resorts has fed us nothing but lie after lie after lie. The absolute final straw that set my indignation ablaze was the second maintenance fee I received, after paying the first $900 fee, for $1,600!

The two vacations I have taken using Diamond Resorts amounted to 9 days which I have now paid $25,000 for taking! That is highway robbery. I demand a full refund for this. The company has broken every promise ever made to me. Diamond Resorts has essentially stolen my money because it was paid in good faith for a product that was sorely misrepresented and has proven to hold no value whatsoever. I want these contracts cancelled immediately.

Sharon Hightower

Record of Communication between myself and Diamond's rep, Russell Elliot

June 7
Dear Mrs Hightower, I am writing in response to your recent contact with Diamond Resorts in which you request a cancellation and full refund of your timeshare purchases, I have addressed the issues that you have raised below and hope that this clarifies this matter.
Whilst it is stated that you have chosen not to utilise your Diamond membership due to the difficulties in booking we would highlight that from the comments on the account there is very little evidence that we were contacted at all in order to make a booking. Whilst we are more than happy to assist you in making a booking we would first need to be contacted in order to assist and this is not a reason for cancellation.
Though it is stated that you were incorrectly billed this liability for additional maintenance fees is clearly stipulated and acknowledged by yourself below. We would advise that any additional points would always include an additional billing.
Regarding the Cruise availability we would advise that we have a significant amount of cruise availability for our members as well as benefits such as Diamond Luxury Cruises that allow members to access a huge amount of cruise options. We would be more than happy to assist in finding availability for any cruise options that you would like to utilise but would first need for your account to be up to date and specifics to be provided on where you wish to go.
In light of the above and the documentation clearly signed at the point of purchase which clearly highlights the limits and stipulations of your membership we would not be able to offer any kind of cancellation or refund on this account.
I trust that this clarifies this matter.
Kind regards
Russell Elliot

June 18
Russell, I would have been more than happy to gain access to all these possibilities of communication that you say I have been afforded. Or is it that you personally will be assisting me? Provide clarification on this please.
To be clear, however, I do not require further assistance at this time. Since Diamond Resorts has already failed on all accounts to provide accurate service, it is quite useless to try to utilize this timeshare further. So, if you are offering, it is unwanted. If you are saying that I possibly did not have the accurate points of contact, please give them to me and I will check promptly to see if this was indeed the mistake after all.
If I have, however, been provided with the numbers then it seems you have an issue keeping accurate records of the bookings that are requested. If that is the case, you must employ a better filing system. Here are some possible solutions for you since you require help in this matter due to your failings as a company:

1. Begin recording calls made by or to owners that will be uploaded in the accounts of each respective owner in their account page. In this way, you may ensure that both Diamond and the owner have access to accurate clarification. That way, you will be relieved of the very large duty of keeping record of conversations, especially since it can be a very complicated task to go back and search for things like these. I know you work very hard and I wouldn't want you to have an aneurysm while tackling so many duties.
2. Give owners more than the current avenues of contact, as well as an authority to answer to in the event that the information given in respect to what bookings are available is incorrect.
3. Provide access to online booking with the ability to print reservations for documentation. This would free up some of the personal time of your booking agents. Most reputable companies nowadays do this already and it seems Diamond is a bit behind in website capabilities. That way, you employees could get back to your lives and not have to work so hard.

It is also quite possible that you are very new to the Diamond Resorts International employee base and that you are unaware that the company for which you work is sorely inadequate at explaining everything necessary during the sales process. Let me address this issue by stating emphatically that the concerns I described in my initial letter that you answered are in fact true! You should do your research! Since this seems to be the case that you are new and do not know any better, is there a supervisor who would be better equipped at addressing my concerns? Maybe you could consult them and acquire a second opinion on our case? I don't want to get you in trouble or anything, but I do feel strongly that your information is inaccurate and this matter is very serious for us. Please take it seriously as if it were you personally who had been scammed out of tens of thousands of dollars by employees of Diamond Resorts. Please refer back to my initial letter for the complaints that should be addressed with further care taken.

Sharon Hightower

June 28
Dear Mrs Hightower, I have tried to call you to discuss this matter further but have been unable to catch you.
With regards to the correct points of contact to make reservations and utilise any other member benefits we would always point people towards our Club umber which is 1877 374 2582. From your account it appears that the last call made to us regarding a booking was made in January and was not a specific booking request but a general query regarding the use of points. Should you wish to make any further bookings then we would always be happy to have a member of our reservations team contact you directly in order to arrange this but would advise that your account would first need to be brought in to good standing before any bookings could be made.
Please be advised that all of our calls are indeed recorded but due to the data protection rights of our staff members we are unable to make these available for members to listen to.
There are also several other avenues of complaint should you be unhappy with our response including forums such as the Better Business Bureau.
I would add that you are able to make bookings online and print the confirmation should you need to. We would be more than happy to offer guidance on this should you require this?
Please be advised that I am not new to the company and that this is not an issue of authority to offer a different resolution. Should this be submitted to a supervisor or manager they would review the same paperwork and come to the same resolution on this matter. The paperwork issued is clear in its stipulations and is unequivocal as it lays out the exact limits and liabilities of your membership and any attestations against this would need supporting documentation also.
I trust that this further clarifies our retained position on this matter.
Kind regards
Russell Elliot

July 10
Russell, I suppose I must go to the Better Business Bureau on this. It seems cowardly on your part to suggest this avenue. More than that, you would think that Diamond has enough complaints against them at this point.
I asked you to treat this case as though it were you who had been scammed out of this money. I take your response as a refusal. I do not want your guidance since I have been pushed around by Diamond Reps such as yourself for far too long. There is no way I will vacation with you all again.
Under your suggestion, I will be contacting a few agencies regarding this matter. I hope that Diamond is happy with you for having suggested this.

Sharon Hightower

Sharon Hightower
1530 Red Fox Circle
Blanchard. OK 73010

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Office of Attorney General - Pam Bondi
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

33301-500110

CS timeshare AM

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Barbara E.Wild Mrs./Mr. David G. Wild Last Name, First Name, Middle Initial	Charter Club Properties, L.C. Name/Firm/Company
Old Rectory Farmhouse Mailing Address	1000 10th Ave S, Naples, FL 34102, USA Mailing Address
Holt Heath, Worcester City, County	Florida City, County
England, WR6 6NG State, Zip Code	Naples, 33940 State, Zip Code
Home & Business Phone, including Area Code	+1 800-438-2929 Business Phone, including Area Code
dg.wild@btopenworld.com Email Address	hotel.reservations@diamondresorts.com Business Email or Web Address

Product or Service involved: Timeshare rights Amount Paid: $ 12.300

Date of Transaction: 12-26-1996 I was contacted by: ____ Telephone ____ Mail ____ Other X

Have you retained an attorney? [X] Yes [ ] No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 [X] Yes [ ] No

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

Please explain your complaint. Attach additional sheets, if necessary.

After attending a sales presentation at at the Charter Club on Naples Bay, Florida, my wife and I acquired a timeshare right under the contract dated 26 September 1995, for two "B" season weeks at the Charter Club on Naples Bay, Florida. At the same time we were asked to pay a 50% deposit whilst at the resort without being informed we were entitled to a 10 day cooling off period and that we should have been given access to a Notary Public during the process.

Information given in the sales presentation led us to believe we were making the purchase as an investment and that it would appreciate in value over the years. We were also told that the timeshare weeks could be easily exchanged, transferred and sold in future as well as giving us priority when booking weeks at the resort. It has become apparent in recent years that we were given misleading information.

Please find attached our Statement of Misrepresentation which details our case and why we want Diamond Resorts International to release us from any future liability with the timeshare contract and for complete release, termination and cancellation of our timeshare interests.

Our lawyers in Spain are: "M1 Legal" Avda. Carmen Saenz de Tejada, Edif. S-208, Parque Comercial Miramar, 4ºPlanta Izq- Local 4ºB, 29651, Mijas Costa (Málaga),

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____ Date: 10/7/2018

Statement of Truth

Name DAVID WILD | BARBARA WILD Date 18 | 11 | 2016

Please give a statement outlining the circumstances with your purchase.

(ie. How did you come into contact with the company, were you given a cooling off period, did you feel pressured, what were you promised, where and how do you feel a breach of contract of misrepresentation has occurred, did you use the product and what was your experience)

WE WERE ON HOLIDAY AT THE CHARTER CLUB OF WALES BAY IN SEPTEMBER 1995. THE TIMESHARE PROGRAM WAS EXPLAINED TO US IN A MEETING WITH THEIR SALES MANAGER. WE DECIDED TO GO AHEAD ON 26 SEPTEMBER 1995 AND PAID A DEPOSIT OF $6,300. WE WERE NOT GIVEN A COOLING OFF PERIOD BEFORE PAYING THE DEPOSIT. WE HAVE PAPERWORK TO CONFIRM THE DATE OF SIGNING THE PURCHASE AGREEMENT AND CONFIRMATION OF RECEIPT OF THE DEPOSIT, 3 DAYS LATER.

WE WERE NOT INFORMED ABOUT WHAT PERPETUITY MEANT AND ITS FULL LEGAL IMPLICATIONS AND IT IS FOR THIS REASON WE WISH TO TERMINATE THE AGREEMENT.

WE WERE OFFERED INDUCEMENTS TO SIGN UP, IN THE FORM OF 2 EXTRA WEEKS AND FREE ACCOMMODATION FOR THE LENGTH OF OUR STAY.

WE HAVE USED THE TIMESHARE FOR APPROX 15 OUT OF THE 20 YEARS OF OWNERSHIP. THE OWNERSHIP HAS CHANGED TO DIAMOND RESORTS AND WE FEEL THE RESORT NO LONGER REPRESENTS WHAT WE ORIGINALLY SIGNED UP FOR.

I believe that the points of fact stated in this witness statement are true.

Signed

MI Legal
Avda. Carmen Saenz de Tejada
Edif. S-208. Parque Comercial Miramar
4º Planta Izq - Local 4 B
29651 Mijas Costa
Málaga-ESPAÑA

PEFC

Correos

R

CARTA CERTIFICADA
INTERNACIONAL
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23/07/18 16:47 RF147759162ES **5,10 €**

Office of the Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

32399\1050 C001

(Timeshare AR
(from FTL CP)

Mavis White
120-26 178 Place
Queens, NY 11434

August 6, 2018

To Whom It May Concern:

I am writing you for assistance with my case against Diamond Resorts International as I have fallen victim to their fraudulent sales tactics. Had it not been for their misleading words and downright lies as to what my ownership would include, I never would have entered into the agreement with them in April of 2014.

I reached out to Diamond in April of 2018 requesting for my contract to be cancelled and refunded. To date I have invested $25,000.00 into this ownership. Not sure why they are taking so long to get me out. I still owe $57,122.00 to Diamond. I have reached out to them via email in May 2018 and they still have not let me out of the contract nor have they responded back with what my next step will be. Hence me reaching out to you.

Attached to this letter is the correspondence I've had with Diamond to date. Please review each item as it gives a conclusive picture of what I've gone through and why I am requesting for my ownership to be canceled and refunded.

Please also reach out to Diamond on my behalf to facilitate the cancelation and refund.

Respectfully,

Mavis White

March 27, 2018

Dear Diamond Resorts,

The following is an account of our multiple unsatisfactory and unfortunate dealings with your company because of which I am now writing to have our contracts with Diamond Resorts expunged due to fraudulent and manipulative practices along with a refund of what we have invested thus far.

In April of 2014, we received a phone call in regards to an offer of a vacation package for three of Diamond Resorts International properties in a succession of our choosing. We chose Orlando, FL to start.

Upon activation, we were advised that we had to attend a 90 minute presentation which we did. That was first red flag. This "90 minute presentation" took up our entire day! At noon, my teenage daughter escorted my four smaller children to the presentation. The staff immediately fell in love with the kids, making sure they were fed and making sweet comments such as:

We want to take care of this family. They have such lovely children!

I felt so at ease once I saw the wonderful attention and care received by our children. I was certain they were truly interested in helping us to make a great investment to give our children some incredible and lasting vacationing experiences...that we were opening a grand door of opportunity for our children to vacation with their children in the future. Believe me when I say, I really thought I was giving a great gift to my family. We work very hard for our money and a good vacation would be deserved from time to time. The sales people presented us with numerous offers demonstrating how many points would be purchased at which rates and that they were trying to help us. We ended up going with "a sampler package." Our "freebie" would be a tablet. There were multiple supervisors in the room with us along with their supervisors which we were told was necessary to close our deal. They really made us feel as though they were doing their best for us.

When we went to our new member orientation in January 2017, it took, again, an entire day. We were only there for three days so this was a large chunk of our time. On the day of our "orientation", someone came in to inform us that the package we had was impossible and they "weren't sure who could have given us something so abysmally small that was essentially not enough" and we would need to upgrade. They continued with, "Ownerships like ours just do not exist." I tried to explain that a vacation mortgage is not our only, nor one of the more important bills, that we pay. My husband tried to explain that we do not want to pay more and that we had believed the original sales people set us up for success and that is why it was on the lower end but these people wouldn't take no for an answer. They called the credit card company to increase our limits and once again, we were paying off another loan plus club dues. We were sinking, but they did not care.

In April 2017, I was trying to book a vacation and it became apparent rather quickly that my efforts were futile so I resorted to making a phone call. I was told that I did not have sufficient points to book a vacation so I had to pay for more points which totaled an extra $1,200 which included a mandatory presentation again where we were told to upgrade...again. Now I really told them that we would not be upgrading this time. I told them about the challenge I had in booking the vacation and they told us about priority booking dates and that's why I had to pay because other members start booking as soon as they finish their vacation. The earlier we

book, the cheaper and we could give it up if we didn't use book it then. We were informed that we could rent our timeshare out which would offset the maintenance fees which, after this new upgrade, were raised by $600. We were told that we could use our Barclay credit card to pay maintenance fees annually.

In September, I received a phone call from someone who stated that he was my advisor and he navigated the system as I watched on my computer. He showed me all I needed to know to book and purchase points if I needed to do so. The ability to do this will give me better booking power.

In November, I got an email stating that I could spread out the maintenance fee by 12 months with the monthly mortgage payments. This I refused.

At this point, I'm overwhelmed in paying back a credit card I never wanted, along with a monthly mortgage I never wanted. In order to keep up with the payments on this timeshare that we never wanted and still plan for the future, we actually planned to skip a vacation this year. In retrospect, I am appalled at the way Diamond Resorts has treated us. We feel manipulated for having had children with us and you all used that against us as our weakness. Of course, that is our weakness. We love our children. That is a low move and not very creative on the sales team's part. Now that I know how this company operates, I would NEVER want to pass this to our children. If anything, we want to protect them from inheriting this mess. In order to allow us to protect them, we are requesting that Diamond Resorts cancel ALL THREE of our contracts and provide a full refund of the money we have poured into this complete waste of money and time.

Respectfully,

Mavis and Leslie White
120-26 178 Place
Queens, NY 11434

Lidimave2002@yahoo.com

From: Keys, Chauntina

Sent: Wednesday, May 23, 2018 2:42 PM

To: lidimave2002@yahoo.com

Subject: Tina with Diamond ResortsReference#25857200

Importance: High

Dear Owner,

The purpose of this communication is to inform you that we have been trying to contact you regarding your vacation property with Diamond Resorts (DR). It's very important that you contact us today so that we may update you with information that will allow you to enjoy all the benefits that come along with your vacation ownership.

I look forward to speaking and assisting you; please call me today at 877.483.6787 or 800.205.7555.

On behalf of Diamond Resorts, we hope you are having a great day and please remember to Stay Vacationed®

Chauntina Keys | Financial Services Associate | Tel: 702-473-7613

Diamond Resorts™ | Stay Vacationed.®

Ms. Keys:

I am not interested in any communication other than to discuss my dispute I have filed with Diamond – and I will only do this via email. I refuse to answer any calls. I am not interested in any benefits or how to utilize my membership as all discussions about this have been proven useless.

I have sent a letter and am waiting for someone to contact me regarding cancellation and a refund of my investment due to fraudulent and manipulative practices I have experienced.

Looking forward to receiving information on how to proceed!

Mavis White

****

From: "Keys, Chauntina" <Chauntina.Keys@diamondresorts.com>

Date: May 24, 2018 at 3:39:50 PM EDT

To: mavis white <lidimave2002@yahoo.com>

Subject: RE: Ref#25857200

Dear Owner,

Thank you for your inquiry. Due to the sensitive nature of your request, we ask you to please contact us at the numbers provided below at your convenience.

- Our offices are open Monday through Friday from 8:00am to 10:00pm and Saturdays from 8:00am to 6:00pm EST.
- Toll free at 877.483.6787 or 800.205.7555
- For International members, 407.226.9694 (Orlando) or 702-473-7623 (Vegas)
- We thank you for choosing Diamond Resorts and providing us the opportunity to assist you with your ownership needs.

Chauntina Keys | Financial Services Associate | Tel: 702-473-7613

Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

Ms. Keys, you clearly did not read my email. I'm sure the "sensitive" information is concerning my payment and again, you will not be receiving one. I'm disputing my membership and the manner in which I was sold the timeshare ownership. I will not be discussing anything over the phone.

Regards,

Mavis White

From: "Elliot, Russell" <Russell.Elliot@diamondresorts.com>

Date: June 2, 2018 at 7:05:25 AM EDT

To: "lidimave2002@yahoo.com" <lidimave2002@yahoo.com>

Subject: Diamond Resorts - White - 9-339044908 - (CID:dh90mft3hybsswgqjh)

Dear Mrs White,

I am writing in response to your recent letter and request for the cancellation of your account. I have addressed the points that you have raised below and hope that this response helps to provide clarification on this matter.

The main issue that your complaint centres around is the amount of points that you have purchased each time that you have agreed to make a purchase. Whilst you have purchased a relatively small amount of points each time, this is indeed how most of our points members choose to purchase. Small points amounts allow members to have an insight in to Diamond and then choose to purchase more should their vacation needs require this. I would advise that within the purchased documentation the average points price is included and acknowledged which make members keenly aware of the points required to make the reservations that they require.

It is also stipulated within your letter that you were informed that you could rent out your points in order to offset the cost of your ownership but this is not the case and this is repeatedly stated within the paperwork that this is not permitted. I would also highlight that the rental of a unit for commercial gain would not stand to reason as, if units could be rented for more than their points value it would stand to reason that Diamond would not sell them at this rate or would increase the points cost.

In light of the above we would of course not be able to cancel or refund your account on the grounds that you have presented as these are clearly debunked by the paperwork repeatedly signed at each sale.

In the latter part of your communication it appears that you are in fact advising that you are under financial strain due to your membership and change in circumstances and whilst we would not be able to cancel on the grounds of misrepresentation, we may be able to assist should this in fact be a matter of hardship. Should your financial situation be insufficient to a point where you would be unable to maintain your obligations to Diamond, or indeed other obligations due to your cumulative outgoings then we may be able to assess your account for a hardship surrender. We would though advise that in order to do this we would first need to receive full documentation regarding this hardship and clearly documenting the circumstances that you are under.

I hope that this is helpful.

Kind regards

Russell Elliot

Russell Elliot | Customer Services Specialist | Tel: 0345 359 0010 | Diamond Resorts (Europe) Ltd | Registered in England and Wales | Registered address: Citrus House, Caton Road, Lancaster, Lancashire, LA1 3UA | Registration number: 02353649

Mr. Elliot:

Thank you for taking the time to respond to my heartfelt letter. First and foremost, the main issue was the experience as a whole.

But in response to your statements, firstly, we purchased an amount of points that were sold to us as "enough." And then at each subsequent meeting, we were told they were not enough, along with other declarations that helped push this thought. This happened several times: In January of 2017, we tried to express to them on several occasions that we did not want more as we felt the sales reps before set us up for success. We did not want more financial responsibility. They did not care. They called the credit card company without our approval and increased our limits and once again, we were paying off another loan plus more club dues. In April of 2017, I find out that we did not have enough at all, regardless of our last purchase in January. When I called to discuss, I had to end up purchasing more points for an extra $1,200 (which much to our dismay, included a mandatory presentation where we told to upgrade...again). At this upgrade, we were again told of priority booking. At no such time were we made aware of how many points were required to make reservations.

And yes, regardless what your paperwork says, we were absolutely told we could rent this out. When the sales reps tell us things, we rely on what they tell us – this carries over to the signing process. After a full day of listening to them hammer us, when we finally get to the signing process, they summarize everything so they can get us out of there faster. The even say, "I know you are trying to get out of here so I'll just summarize this for you. It's your basic contract." We are told where to sign and where to initial. Furthermore, we have been filled with so much information, who would want to listen (or who could)

I do believe renting would stand to reason, as it would significantly help your members offset the insanely high maintenance fees, but this would NOT benefit Diamond. And that is why you are stating it is not allowed. But if this is the case, then why do your sales reps use this as a selling point? Why haven't they been banned from using this?

Your paperwork does NOT debunk anything we have brought to your attention – the fact remains that this is what we were told. This is what we relied upon. It does not reduce our concerns nor does it refute our experience. It also does not deter us from wanting to cancel and get our money back. Again, the fact remains we were LIED TO and DECEIVED and this ultimately affected our decision to purchase.

And yes, paying these credit cards, monthly mortgage and maintenance fees is very much overwhelming! We are having to sacrifice many things in order to pay for this atrocity. And we fear it's only going to get worse. What kind of documentation would you need to prove this?

Mavis and Leslie White

From: "Wright, Stacey" <Stacey.Wright@diamondresorts.com>

Date: June 20, 2018 at 11:17:55 AM EDT

To: "'lidimave2002@yahoo.com'" <lidimave2002@yahoo.com>

Subject: Diamond Resorts International- Reference #25857200

Dear Mrs. White,

The purpose of this communication is to inform you that we have been trying to contact you regarding your vacation property with Diamond Resorts (DR). It's very important that you contact us today so that we may update you with information that will allow you to enjoy all the benefits that come along with your vacation ownership.

I look forward to speaking and assisting you; please call me today at 877.483.6787 or 800.205.7555.

On behalf of Diamond Resorts, we hope you are having a great day and please remember to Stay Vacationed®

Stacey Wright | Financial Services Associate | Tel: 702-473-7626 | Fax:702-473-7626

Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

If you'd like to contact me, please do so via email. And with that, please take me off your contact list. Anything I discuss with your company, I want in writing.

I assume your email is in regards to my letter I sent demanding a cancellation and refund. I have received a denial (figures) via email and I have just sent my rebuttal.

Again, please only contact me via email moving forward. I am not interested in any so-called benefits I may/may not (probably not) receive from my membership. I am not interested in reserving. I am only interested in cancellation of this unfortunate membership.

Sincerely,

Mavis White

Mavis White
120-26 178 Place
Queens, NY 11434

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Fort Lauderdale, FL 33301

CS / Follow up AR

Old Rectory Farmhouse
Holt Heath
Worcester WR6 6NG

Telephone: +44 (0) 1905 621 729 Email dg.wild@btopenworld.com

24 August 2018

FAO The Consumer Protection Division

Office of the Attorney General – Pam Bondi
PL-01 The Capitol
Tallahassee
Florida 32399-1050

Dear Sir/Madam

Complaint to the Office of the Attorney General

A complaint form was submitted to The Office of the Attorney General by our lawyers. We have received an email which states that the information has been forwarded to the Attorney General's Consumer Protection Division for review and also to the Florida Department of Business & Professional Regulation (DBPR).

However, our lawyer did not attach a copy of our full Statement of Misrepresentation which was signed before a Notary Public on 10 April 2017. This document fully outlines the background to our claim so we have enclosed a copy which we hope you can forward on to the correct department.

We have also enclosed a copy of the information already submitted to you by our lawyers.

We would appreciate it if you could send us an emailed acknowledgement of receipt of this letter and information.

Yours faithfully

Mr David G Wild & Mrs Barbara E Wild

Encs

David Wild

From: <attorney.general@myfloridalegal.com>
Date: 22 August 2018 20:05
To: <DG.WILD@BTOPENWORLD.COM>
Attach: Mr. and Mrs. David G. Wild.pdf
Subject: From Florida Attorney General Pam Bondi

Florida Attorney General Pam Bondi received your email regarding your concerns with Chapter Club Properties, L.C. and Diamond Resorts International. Attorney General Bondi asked that I respond.

We appreciate that you consider our office as a source of assistance. The Attorney General's Office is concerned with all potentially unfair and deceptive trade practices. We are forwarding your information to the Attorney General's Consumer Protection Division for review.

We are also forwarding your correspondence to the Florida Department of Business and Professional Regulation (DBPR), which administers provisions of chapter 721, Florida Statutes, the Florida Vacation Plan and Timesharing Act (see www.leg.state.fl.us/Statutes). The contact information for the DBPR is:

Florida Department of Business and Professional Regulation
Division of Florida Condominiums, Timeshares, and Mobile Homes
Telephone: (850) 488-1122
Website: http://www.myfloridalicense.com/DBPR/timeshares/
FAQs: http://www.myfloridalicense.com/DBPR/condominiums-and-cooperatives/faqs/

The following web pages provide further information and consumer tips about timeshare and vacation plans:

www.consumer.ftc.gov/articles/0073-timeshares-and-vacation-plans
www.consumer.ftc.gov/topics/resolving-consumer-problems

Finally, because our office is not at liberty to give legal guidance to individual consumers, if you need legal guidance, please consult a private attorney. The Florida Bar offers a Lawyer Referral Service toll-free at (800) 342-8011 or online at https://www.floridabar.org/public/lrs/. For help locating an attorney in your area, please visit the Illinois Bar's website at http://www.illinoislawyerfinder.com/find-a-lawyer.

Thank you for contacting Attorney General Bondi's office. I hope this proves helpful.

Sincerely,

Beverly Bailey
Office of Citizen Services
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida 32399-1050
Phone: (850) 414-3990
Toll-free within Florida: (866) 966-7226
Website: http://www.myfloridalegal.com

PLEASE DO NOT REPLY TO THIS E-MAIL. THIS ADDRESS IS FOR PROCESSING ONLY.

To contact this office please visit the Attorney General's website at www.myfloridalegal.com and complete the on-line contact form. For news on Attorney General Bondi's efforts to fight fraud, please click the following link and subscribe to the Attorney General's electronic newsletters: http://myfloridalegal.com/NewsBrie.nsf/Subscriber

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(See attached file: Mr. and Mrs. David G. Wild.pdf)

STATEMENT OF MISREPRESENTATION

Mr David Graham Wild and Mrs Barbara Eileen Wild declare:

We purchased a timeshare interest at The Charter Club Resort on Naples Bay, 1000 10th Avenue South, Naples, Florida 34102, the contract for purchase having been signed at the resort on 26 September 1995 the timeshare interest being 2 Flexi 'B' Timeshare Weeks.

BACKGROUND TO PURCHASE OF TIMESHARE WEEKS AT THE CHARTER CLUB, NAPLES, FLORIDA

SEPTEMBER 1995

During aholiday in Florida we spent a few days at The Charter Club Resort on Naples Bay, Florida booked via an independent travel agent. We were approached by Judy Prater, Sales Person for Guest Services in the resort, who gave us a presentation about the resort and timeshare ownership. We decided to purchase 2 Flexi 'B' Timeshare Weeks based on what we were told during the presentation. Our choice of 2 Flexi 'B' weeks would entitle us to choose two weeks between 17 April and 17 December each year which meant we could select the most suitable time for us to take our holidays rather than be bound to some specific weeks every year.

The resort property/timeshare was at that time owned by the Trowbridge family, under the company name of Charter Club Properties LC. It was a small resort in a location we knew we would enjoy spending holidays in.

We were asked to pay 50% of the total purchase cost and $6,300.00 was paid whilst at The Charter Club Resort at the time of signing a purchase agreement on 26 September 1995, within the 10 day cooling off period.We did not sign this in the presence of a Notary Public.

We also agreed to pay the remaining balance under a mortgage agreement, over a 12 month period, and the deposit payment and other details were confirmed and acknowledged on 29 September 1995 in a letter sent to our home.We do not recall being made aware verbally that there was a 10 day 'cooling off' period. At the time of making our decision to purchase we were not offered or given any legal advice.

A Mortgage Deed was also signed on 26 September 1995, and this shows the seal of Notary Public, Nancy Carter.

A Warranty Deed signed by David Trowbridge (President) and two witnesses (one of which appears to be the Notary Public, Timothy A Phillips) who is also named on the Notary Public seal. This document was dated 18 October 1995 – we were not in Naples at that time.

A Satisfaction of Mortgage - was signed by David Trowbridge (President) and two witnesses and has seal of Notary Public, Margaret Ann Dardis. This document is dated 26 December 1996.

SALES PITCH

We had been told a number of things during the sales pitch which led us to believe that we were making an investment for our future. At the time of the sales pitch we were not made aware that the contract was in perpetuity and what the longer term implications of that would be.

This was a small, family run company, where all the units at the resort were, or would be, owned by specific people and/or families and we felt that this meant everyone using the resort would have a vested and keen interest in the resort, its management, upkeep etc. We believed we had bought into, and were happy to be part of, a small family run resort, managed by people we got to know very well.

Prior to our decision to purchase:

- We were told that our purchase was an investment and would appreciate in value and resale price over time.
- We were told that the timeshare weeks could easily be exchanged, transferred and sold in future and were encouraged, and did, join RCI for timeshare exchange purposes.
- We were told that we would always be given priority booking over non-purchasing families wishing to stay at the resort owned and maintained by the owners.
- As a further enticement, the resort offered to pay for 4 extra nights' accommodation at the Resort, and gave us 2 free weeks accommodation in 1996.

Our PRIMARY REASON for purchase, based on the sales pitch, was as an investment, with the intention to realise the monetary value of what we believed to be an asset that would have accrued in value after 20 years when we retired. We believed we were investing in real estate in a prime location which would increase in value over this period. Not unreasonable as we own property in the UK. We DID NOT believe we would end up part of an organisation with worldwide timeshare properties with many thousands of members who could use our timeshare property, thereby rendering our investment to be worthless.

To this end we have been attempting to sell these weeks, for much less than we paid, since 2011, obviously with no success.We had not been made aware that if we were unable to sell our timeshare weeks, and still owned them when we died, our heirs would have to inherit all financial and legal obligations under thecontract. With such facts being disclosed we would not have been interested in purchasing a timeshare which would burden our children and heirs with these financial and legal obligations.

We believe the sales information given in 1995 to constitute a gross misrepresentation and we now seek to have the contract voided.

MANAGEMENT OF THE RESORT

CHARTER CLUB 1995 – 2002

Whilst still family owned, it was always easy to book the weeks we wanted as there were a limited number of owners all of whom wanted to holiday at this one resort. We simply telephoned the resort in January each year and booked our weeks, and this process worked well, as we were dealing with people and managers we knew and who knew us. The small, family run resort we had chosen was exactly as we wanted. All was working well until the Charter Club was sold on to Island One(Club Navigo) in 2002, and then on to Diamond Resorts International in 2013, both times with no prior knowledge of the takeover, or consultation with owners, just a simple announcement of the change in management/ownership.

ISLAND ONE (CLUB NAVIGO) 2002 -2013

From 2003 we wereunable able to book any weeks by phoning the resort, but had to contact the Island One office in Orlando. We had no specific contact name and over time it became more and more difficult to get the weeks we wanted. We discovered that as we did not have a fixed week or weeks, there was increasingly limited availability for 'Flexi Owners'. Often, we had to place our two weeks with RCI and then try to find alternative exchange holiday accommodation to suit. On occasion, we were unable to get anything we wanted so had to forfeit weeks we had paid maintenance on. In late 2011 we approached Island One, to ask for help in selling our timeshare weeks, but were unsuccessful.

DIAMOND RESORTS INTERNATIONAL 2013 to 2016 (now taken over by private equity firm Apollo
Global Management LLC)

Since Diamond Resortstook over it has been impossible to get the weeks we want, and are entitled to, unless we book up to 18 months ahead. Again there is very limited availability for 'Flexi Owners' even though we had been promised preferential treatment as owners when weinitially decided to commit to timeshare ownership with the Charter Club.We have had to 'bank' even more of our weeks with RCI and have 'lost' weeks when we have been unable to book through RCI.We believe the terms under which we purchased our timeshare weeks are not being fulfilled and have been breached. It is clearly evident that access to the Charter Club for Flexi Owners has been severely impacted by Diamond Resorts opening up membership to all its members. We have details that confirm this from a booking agent working for Diamond Resorts.

Since Diamond Resorts took over, in early 2014 we have been advertising our weeks on the Charter Club Owners web site. For the last 2 years we have been advertising the weeks for substantially less than we paid for them, with no success. Also, in January 2016, we approached Korshak& Associates, asking if they could help with the sale as they were involved in the original purchase of our weeks in 1995. Their response was also negative.

CHARTER CLUB OWNERS ASSOCIATION

In October 2015 we received a letter which stated "there is a clause in the governing document for the Charter Club of Naples that states our timeshare programme will automatically terminate in 2020 unless the majority of owners affirmatively vote before that date, and every 10 years thereafter, to continue the program."

We were completely unaware of this clause, and have no documentation referring to it on our files, and are highlighting for your reference. We are not sure if this has any relevance, but it highlights the fact the Charter Club did not disclose this at the time of our purchase.

SUMMARY OF PROMISE VS REALITY

PROMISE

After the purchase - $12,600.00 – we were entitled to take 2 Flexi B weeks and to choose two weeks between 17 April and 17 December each year, selecting the most suitable time for us to take our holidays rather than be bound to some specific annual weeks. We expected preferential treatment as owners and payers of annual maintenance fees and the guarantee of 2 weeks when we wanted them.

REALITY NOW

No guarantee we will get any weeks at all unless we book up to 18 months in advance. The sheer number of owners with Diamond Resorts International means that fartoo many people have access to what we bought into, ie, a small family run timeshare with luxury units. Unit weeks at the Charter Club are also advertised on a variety of holiday letting and rental websites, some of which do not appear to have any link with timeshare. The situation for us as owners is now untenable.

PROMISE

Owners would get preferential treatment when booking their annual weeks.

REALITY NOW

Flexi week owners do not get preferential treatment when attempting to book their weeks . . . far from it. We find weeks at the Charter Club advertised on a variety of holiday letting and rental websites. It may well be easier to book the Charter Club as a non-owner and often for far less that we have paid in annual maintenance fees!

PROMISE

We believed we were making an investment for our future. The Charter Club was a small, family run company, with all units owned by specific people and we felt that this meant everyone using the resort would have a keen interest in the resort, its management, upkeep etc. We were not interested in visiting other resorts either in Florida or in the US, nor of being part of a worldwide timeshare scheme.

REALITY NOW

With the sale of the Charter Club to Island One (Club Navigo) and then Diamond Resorts International, what we were sold and promised when we made the original purchase is no longer what we signed up to. The resort is owned by a worldwide organisation with no loyalty to, or priority given, to owners who pay annual maintenance.

PROMISE

We were told that the timeshare weeks could easily be exchanged, transferred and sold in future and were encouraged to, and did, join RCI for timeshare exchange purposes. We were told that our purchase was an investment and would appreciate in value and resale price over time.

REALITY NOW

Far from increasing in value, our weeks are worthless and have no value at all.

We have tried to sell our weeks and they have been advertised for the last few years on the Charter Club Owners website. Contact was also made with Island One (Club Navigo) whilst they managed our resort, asking about sales of these weeks or transfer of ownership, and they were unwilling to help. When approached, Diamond Resorts International also declined to help. Both companies made it clear that they would not take back our weeks but that we would have to find a new owner. We have had to 'bank' lots of our timeshare weeks with RCI but it is very difficult, and often impossible, to get holiday weeks in locations we want. We have also had to 'lose' weeks we have paid maintenance on when we have been unable to book through RCI.

We have always and consistently kept to the terms of the contract. We paid the $12,600.00 purchase price as agreed, and since then have paid our annual maintenance fee every year, on time without defaulting at any time. To date we have paid just around $30,000.00 in maintenance fees.

REALITY NOW

Diamond Resorts International has not kept to the terms of the contract. We believe that the company has breached the contract and we expect agreement from Diamond Resorts International to release us from any future liability with the timeshare contract and for complete release, termination and cancellation of our timeshare interests.

TERMINATING OUR CONTRACT

Diamond Resorts International has not kept to the terms of the contract. We believe that the company has breached the contract and we expect agreement from Diamond Resorts International to release us from any future liability with the timeshare contract and for complete release, termination and cancellation of our timeshare interests.

The companies involved in promoting timeshare ownership want owners to believe that once the right of 'rescission' expires the only way legal way to end timeshare contracts involves transfer of ownership by selling, donating or giving away . . . we do not believe this to be true.

This statement is true to the best of my knowledge, information and belief.

Signed

.....

Mr. David Graham Wild

.....

Mrs.Barbara Eileen Wild

Signed by the above named at Worcester

Before me Rebecca Kirby Leask Notary Public this 10th Day of April 2017

REBECCA KIRBY LEASK
NOTARY PUBLIC
ENGLAND & WALES

CS timeshare AM

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Barbara E. Wild Mrs./Mr. David G. Wild Last Name, First Name, Middle Initial	Charter Club Properties, L.C. Name/Firm/Company
Old Rectory Farmhouse Mailing Address	1000 10th Ave S, Naples, FL 34102, USA Mailing Address
Holt Heath, Worcester City, County	Florida City, County
England, WR6 6NG State, Zip Code	Naples, 33940 State, Zip Code
Home & Business Phone, including Area Code	+1 800-438-2929 Business Phone, including Area Code
dg.wild@btopenworld.com Email Address	hotel.reservations@diamondresorts.com Business Email or Web Address

Product or Service involved: Timeshare rights Amount Paid: $ 12,300

Date of Transaction: 12-26-1996 I was contacted by: ____ Telephone ____ Mail ____ Other X

Have you retained an attorney? [X] Yes [ ] No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 [X] Yes [ ] No

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

Please explain your complaint. Attach additional sheets, if necessary.

After attending a sales presentation at at the Charter Club on Naples Bay, Florida, my wife and I acquired a timeshare right under the contract dated 26 September 1995, for two "B" season weeks at the Charter Club on Naples Bay, Florida. At the same time we were asked to pay a 50% deposit whilst at the resort without being informed we were entitled to a 10 day cooling off period and that we should have been given access to a Notary Public during the process.

Information given in the sales presentation led us to believe we were making the purchase as an investment and that it would appreciate in value over the years. We were also told that the timeshare weeks could be easily exchanged, transferred and sold in future as well as giving us priority when booking weeks at the resort. It has become apparent in recent years that we were given misleading information.

Please find attached our Statement of Misrepresentation which details our case and why we want Diamond Resorts International to release us from any future liability with the timeshare contract and for complete release, termination and cancellation of our timeshare interests.

Our lawyers in Spain are: "M1 Legal" Avda. Carmen Saenz de Tejada, Edif. S-208, Parque Comercial Miramar, 4ºPlanta Izq- Local 4ºB, 29651, Mijas Costa (Málaga),

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____ Date: 10/7/2018

Statement of Truth

Name DAVID WILD | BARBARA WILD Date 18 | 11 | 2016

Please give a statement outlining the circumstances with your purchase.

(ie. How did you come into contact with the company, were you given a cooling off period, did you feel pressured, what were you promised, where and how do you feel a breach of contract of misrepresentation has occurred, did you use the product and what was your experience)

WE WERE ON HOLIDAY AT THE QUARTER CLUB OF WALES BAY IN SEPTEMBER 1995. THE TIMESHARE PROGRAM WAS EXPLAINED TO US IN A MEETING WITH THEIR SALES MANAGER. WE WERE ASKED TO GO AHEAD ON 26 SEPTEMBER 1995 AND PAID A DEPOSIT OF $6,300. WE WERE NOT GIVEN A COOLING OFF PERIOD BEFORE PAYING THE DEPOSIT. WE HAVE PAPERWORK TO CONFIRM THE DATE OF SIGNING THE PURCHASE AGREEMENT AND CONFIRMATION OF RECEIPT OF THE DEPOSIT, 3 DAYS LATER.

WE WERE NOT INFORMED ABOUT WHAT PERPETUITY MEANT AND ITS FULL LEGAL IMPLICATIONS AND IT'S FOR THIS REASON WE WISH TO TERMINATE THE AGREEMENT.

WE WERE OFFERED INDUCEMENTS TO SIGN UP, IN THE FORM OF 2 EXTRA WEEKS AND FREE ACCOMMODATION FOR THE LENGTH OF OUR STAY.

WE HAVE USED THE TIMESHARE FOR APPROX 15 OUT OF THE 20 YEARS OF OWNERSHIP. THE OWNERSHIP HAS CHANGED TO DIAMOND RESORTS AND WE FEEL THE RESORT NO LONGER REPRESENTS WHAT WE ORIGINALLY SIGNED UP FOR.

I believe that the points of fact stated in this witness statement are true.

Signed .....

Correos

R

CARTA CERTIFICADA
INTERNACIONAL
MIJAS SUC 2

23/07/18 16:47 RF147759162ES

5,10 €

Office of the Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050
USA

32399$1050 C001

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Avda. Carmen Saenz de Tejada
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Málaga-ESPAÑA

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Office of the Attorney General - Pam Bondi
PL-01 The Capitol
Tallahassee
Florida 32399-1050
USA
(fao Office of Citizen Services)

FROM. DR. BEWOLD, OLD RECTORY FARMHOUSE, HOLT HEATH
WORCESTER
UK

CS/timeshare AM
(from FTL CD)

Freddie & Dianne Hegler
3722 John Bill Dobbins Rd
Williamsport TN 38487
maxhegler@msn.com

August 26, 2018

To whom it may concern,

This letter (following this shorter portion written to your agency) was sent to Diamond Resorts on May 12 of this year. I'm seeking a cancellation and refund of the timeshare purchase that I have made with them. The purpose of writing to you now is to gain some traction regarding this matter. If you could please send our complaint to Diamond Resorts headquarters, or to whatever department you will, that would be greatly appreciated. Basically, we need for them to provide some sort of proper response. The company believes they can ignore us and that we will go away, but we will not. I have followed up the letter with the correspondence between Diamond representatives and us since May.

May 12, 2018
Member #:2192006
To whom it may concern,
We are writing to officially demanding termination of our memberships and contracts with Diamond Resorts International. We also want a refund for all the upgrades and purchases we have made which have been useless to us. We were lied to time and time again. We thought that our purchases would be a means to an end. We thought there was some status that we could get to that would avail us in receiving some of the best vacations we could experience. Below is an account of the many times we purchased due to the many lies we were fed.
In January 2004, we were approached at a kiosk in the Planet Hollywood Casino and asked if we would like to attend a presentation about Polo Towers. We were offered show tickets and dinner if we attended. At the presentation, we were told about the great opportunity to invest in Polo Towers timeshares, "the most luxurious timeshare in the number one location in the world for timeshares." One of the things we were told were: It would be a great investment that would appreciate in value as the remaining weeks were sold. Another thing that they said would make our purchase even more lucrative included low maintenance fees, great exchange opportunities and the ability to pass it on to our kids. Our salesman was William Pehroh. During his presentation, a manager stopped by to assure us that deal was indeed too good for us to pass up. They showed us several units that were luxuriously furnished with big screen TVs and deluxe appliances. We were also shown the Polo Towers lounge on the 21st floor that had been in the movie Oceans 11. It overlooked the Las Vegas strip and had beautiful views. Due to the high-quality luxury room we were shown, we were sold. We ended up purchasing a 2-bedroom, 2-bath lockout at Polo Towers Villas. However, the next time we visited Polo Towers the lounge was closed and the room we were given did not have the large TVs and was not the luxurious suite we had been sold on. We were pretty disappointed at having been misled.
In January 2011, we vacationed at the Grand Beach Resort in Orlando, FL. We were offered an owner's update and would receive a gift card of $100 to attend. Our salesman, David Whitty told us how we could use a portion of our points to pay for our maintenance and assessment fees. He explained that we could donate a week to a charitable organization like Saint Jude Children's Hospital or Make A Wish Foundation and write off the value of the week (at $250 to $350 per day for a 1 or 2-bedroom condo). He also showed how we could advertise a week at a resort near Disney World on Craigslist and use the proceeds to pay our maintenance fees. We joined the club and were assessed 16,000 points for our week at Polo towers. This was over the 15,000 required to be Silver Members. This process cost us $4,995. After this, we were paying club dues as well as maintenance fees.
In March 2012, we vacationed at Mystic dunes in Celebration, FL. We attended an owner's update. Our salesman was Jose Feliciano. He told us we were misled by our previous salesman and could not legally deduct any donations to charities off our taxes nor would we be allowed to rent out our timeshares. I

became quite annoyed. The manager heard my elevated voice and came over. To "appease us" and get us back on good terms, we would be allowed to purchase additional points at the rate of our previous meeting. I was not interested in buying more points. They then offered us a sampler package that would allow us to experience Gold Member status. They said by buying the sampler plus package, the total points would be over the Gold Member requirement of 30,000. It would be good for 18 months and we could log in and make selections from a larger collection and even get the 6 free upgrades per year that Gold Members received. We bought the sampler package because we were told we could experience the Gold Membership on a temporary basis. This turned out to be a total lie. We could not use any of the Gold Member benefits and the sampler points allowed us to visit only a limited number of resorts. We actually had fewer options than before, not an increased number of resorts as promised.

In April 2012, we visited a resort in Daytona Beach, FL. At this resort we were told that our sampler package did not give us *any* of the benefits that we were promised at the previous update. I was very upset and let them know it. I would not accept any of the offers and told them that we had been lied to at every presentation and update that we had attended. We took our $100 gift card and left. I'm sure they were glad to see us leave because there were other members and prospective members at the meeting that were listening to my accusations.

In November 2012, we visited Sedona, AZ (one of the resorts we could go to with our sampler points). As always, we attended an owner's update. We did this because we were told that Diamond Resorts points value would be tied to their stock prices. If we did not buy more points we would lose the benefit of the lower cost points ($2.47 versus the current $6.77 per point). The lower points price we were given was locked in by the sampler package. We were also able to transfer our Grand Pacific Palisades ownership for points and that cost us $15,229. This gave us an additional 4,000 points per year plus 4,000 more points we could use that year. In addition, they gave us two certificates for a one week two-bedroom stay through Interval International.

In January 2014, we vacationed at Polo Towers. While there, we attended a two-day "Event of a Lifetime" function that included show tickets and dinner at the Eiffel Tower restaurant. It also included dinner prior to the presentation. Here we purchased 8,000 points and traded in our Smoky Mountain Holiday Inn Resort. We converted our 9,150 points left from the sampler to regular "use anywhere" points and were given a six-month extension to use them. These are not points that continued annually. After this purchase, we were Gold Members.

In April 2014, we visited Mystic Dunes Resort in Celebration, FL. We attended an owner's update and based on numerous promises of benefits that Platinum Membership would bring, we purchased 10,000 points that would take us closer to that level. Gold Membership included 6 free upgrades per year, access to premium resort locations, reduced maintenance and assessment fees. There were a load of promises about the benefits of Gold status that never really panned out.

In May 2015, we visited Rivera Beach and Shores Resort in Capistrano Beach, CA. We went to the owner's update and after purchasing 10,000 points which took us to Platinum membership. We were also told that Platinum Status was required to get the Diamond Resorts Master Card (Barclay Card) and we would be able to collect points that could be used to pay our maintenance fees. The amount of return on points turned out to be very low, usually less than $500 towards the fees that are going up very fast. More points, more assessment fees, and club dues.

In November 2016, we went to Bent Creek Resort in Gatlinburg, TN. At the owner's update, we were told we should trade our deeded Polo Towers week for points because most owners had done this and those that had not would be liable for any assessments due to upgrades and renovation. We were also told that deeded property would automatically go to our heirs and they would be assessed the fees and could not refuse to take the property or pay the fees. If they did so, they would be liable just as if they were to default on any property. Not knowing this was a lie, we traded in our deeded Polo Towers to the US Collection for 16,000 additional points. To do this, we had to buy an additional 2,500 points.

In March 2017, we went to another "Event of a Lifetime" in Branson, MO. Here we bought a Sampler Points Advantage to keep our price per point low.

Since we had purchased a sampler a month earlier, we were able to purchase this one at lower price. We began to wonder why did we need to purchase more points since we were already Platinum Members? Once at this level, there should be nothing else to buy. We should be at the top, have the ultimate status. Why would Diamond continue to sell to us relentlessly? We were told since Apollo bought out Diamond, we needed to purchase points under the new program. The new program meant we would no longer be paid travel reimbursements with a check but only with gift cards that could be used towards maintenance fees and we could only get that option under the new program. A few months later, we were told by Travel Services that they quit that program since it did not go over very well. So, it turned out we never really needed to purchase extra points because they changed everything around after we bought into the program. Moreover, we shouldn't have been misled into purchasing more points anyway since we were already at Platinum level.
From the very beginning of our relationship with Diamond Resorts International, we have been misled and blatantly lied to, and lured with freebies to attend meetings. We have been told the timeshare was a great investment, there would be low maintenance fees that would only minimally increase over time. Higher membership levels would give us greater booking power, free upgrades and reimbursement for airline tickets and rental cars. We were also told we could offset our maintenance by purchasing more points and that points accrued on our Diamond Resorts Barclay Card for later use. We were told we could rent out our timeshare and use the funds to pay our maintenance fees. We have been promised a personal advisor who would be assigned to us to assist in planning our vacations and we would be given priority status in booking the best locations and dates. None of this has happened. Some of the benefits we were said to receive like reimbursements for auto rental were taken away. Others like free upgrades disappeared and were replaced with paid upgrades when we ended up purchasing more points. Maintenance fees at first went up minimally each year but after Diamond Resorts took over they began to increase drastically.
It seems like eventually an owner could buy into the status which should be Platinum, your highest level, and that Diamond would be quiet about getting us to purchase more, more, more all the time. Do you ever stop? If not, how can you expect anyone to be happy with the company? We definitely are not. We have played the game and have been hassled. We just wanted great experiences and for Diamond to be honest with us. The company has failed to be honest on any occasion and we have not had good experiences in dealing with Diamond employees. That is why we are demanding cancellation of any and all memberships and contracts we have ever had with Diamond Resorts International or any of the resort they took over.
Freddie M. Hegler & Dianne E. Hegler

Received May 23 from Diamond
Dear Freddie Malcolm Hegler and Dianne Eiland Hegler,

We write in response to your letter dated May 12th 2018.
We are sorry to learn that you feel you were misled when purchasing your membership with Diamond Resorts and after review of your letter we are sorry to read of your dissatisfaction however unfortunately we cannot agree that your purchase was misrepresented and will clarify this for the reasons below.

We note that in your letter you claim that Diamond Resorts lured you in to attending presentations and meetings with important updates and freebies. It concerns us greatly when members feel they have cause for complaint about the standard of service they have received and we apologise for the impression that your previous sales experiences have given you. We are of the firm belief that our products sell themselves without the need for any high-pressure tactics or disrespectful behaviour in an attempt to secure a sale. We must also reiterated that you were only required to attend presentations when using your sampler membership and at no point are members obliged to make a purchase.

From review of your account we can see that in March 2012 you purchased Sampler Contract #2781862 in which you were under the impression that this would take you to a Gold Membership tier. Please note that Sampler memberships are not connected to Collection point and subsequently your membership tier would

have remained the same. From looking at your account further we have no record of you bringing this complaint to our attention back in 2012.

You state that in November 2012 you were advised that if you did not purchase additional points you would loose the benefit of a lower price per point. When purchasing your Sampler in March 2012 you will have been provided with a price per point guarantee and this is what the sales rep will have been referring to.

With regards to the Barclay Card please be advised that members receive 2 Diamond Plus Points for every $ spent in a Diamond Resorts and 1 Diamond Plus Point for every $ spent externally. Members are fully able to contact Barclay Card directly and redeem any Diamond Plus Points in to a monetary credit on their card, once this has been done they can then use the credit to pay for part of their management fees or any other cash purchase.

We can see that you continued to purchase additional points to take you to the Platinum membership tier and concerned about the Platinum Member Benefits such as booking power, using points for maintenance fees and reimbursement of airline tickets. We can confirm that Platinum members have a 14 month preferential booking window and can book flights or alternate accommodation though our travel services department. You are also fully able to use points towards management fees and to do this you can call your dedicated platinum team on 1.877.374.7528.

In closing we are unable to find any grounds of misrepresentation therefore please note that we are not in a position to cancel any active contracts however if you require any assistance in utilising your membership please let us know and we will be more than happy to assist you further.

With kind regards,
Sam Carradice

Responded to Sam Carradice May 30:
Dear Mr. Carradice,
For one thing, you sound just like any other crooked sales rep I ever had dealings with from Diamond. Let me pick your letter apart:
1. You are not concerned about complaints. Proof: I complained more than once within 2012. The only solution I was provided: Upgrade!
2. Your products do not sell themselves. If they did, the logical outcome would be that you would not put pressure on people to purchase/upgrade. Telling me that you believe they sell themselves means nothing. Your belief means your employees are improperly trained and therefore, ill-suited for timeshare sales.
3. Since I was required to attend presentations, I had to subsequently stay for the entirety of each one. There is no time limit for these presentations. They kept us there until they got a yes. When we had complaints, they could only be fixed if we upgraded that day. If I asked to leave, they threatened to charge us more money. Translation – Purchase is required to get out of the meeting or to fix any concerns.
4. If there is no record of my complaint from 2012, it is due to the incompetence of Diamond's staff who failed to notate it or provide proper awareness to the complaint department. Again, the solution offered: Upgrade! That doesn't leave much room for anything else.
5. The mention of a price point that I would have lost was merely a tactic designed to secure my purchase that day.
6. Redemption of points instruction is unwanted currently. Diamond has already failed on too many occasions. We know better than to take your word for it. In other words, you are lying and we're not buying it.
7. The increase in status from silver to gold in the spring of 2012 was temporary as I stated previously. I attempted to take advantage of the temporary upgrade in status as soon as possible. It's pretty asinine of you to say that it did not provide a status change because I was pretty clear that: (1) Yes, it did. That was the

whole point. Why else did I pay $2,295 that day? Was that supposed to be a gift to you for all your hard work? (Hahahaha!) (2) It was temporary, like I said in the first place, so yeah, the status would stay the same overall; HOWEVER, for 18 months, on a ***TEMPORARY*** basis, we could enjoy the benefits of gold. Don't play games with me. You know what a sampler package is. That was a failure on the part of Diamond to uphold their end of the bargain.

8. Now that I have had enough experience with Diamond, I don't care about my Platinum status. It means nothing. You have proven time and again that you are dishonest. The company has zero intention of reimbursing me for airline tickets. That's a bogus line designed to SCAM ME as expected.

In closing, we feel that your inability to find grounds for misrepresentation is due to you and the entire company being one giant misrepresentation from the start. By no means do I want further assistance from you or anyone else at Diamond. I'm done. I've trusted you too many times. This one's on you. So when will you be sending my termination papers?

Freddie Hegler

Received June 6 from Sam Carradice:

Dear Freddie Malcolm Hegler and Dianne Eiland Hegler,

Thank you for your response.

We must clarify that we certainly do not condone bad sales practices and all claims of misrepresentation are followed up by an investigation and a review and should there be sufficient evidence we will of course take appropriate actions. However in the light of lack of admissible evidence and the fact that we are unable to determine what may or may not have been discussed during the presentation we can only rely on the written agreement.

Unfortunately, there are no further arguments raised that have not been addressed in my initial email below and as such we would not be able to change our position on this matter and cannot offer any kind of cancellation or refund in light of this.

We are sorry that remain dissatisfied with your membership and are considering the relinquishment of your contracts however unfortunately we are unable to assist you further with this whilst you have a loan balance connected to your membership. Once you are in a position to make payment of the balance please let us know and we will be more than happy to assist you further.

With kind regards,

Sam.

Responded June 12:

To Sam,

What investigation are you referring to? I haven't been notified of any sort of investigation regarding my concerns. The sales pitches held at Diamond Resorts locations are full of fast talking reps, and busy, loud voices. It's complete and utter chaos. All I'm basically saying is that you have been made.

Your reps confiscated all of our notes from the presentations. The whole thing is badly unprofessional. Unfortunately, this bad deal was made intentionally. You know you screw people over and you make sure to cover your backs. The evidence that I have is that I never wanted a timeshare to begin with and the only reason I upgraded was due to the promise to "fix" the situation created by the first or previous purchase. You really don't listen. I'm getting angrier by the second. Do you really believe that your ineptitude will provide a good enough excuse to get you out of this situation? You haven't actually addressed any of my concerns. You have only argued in your favor. Get this straight: WE HAVE ALWAYS been in a position to take care of payments that we are responsible for. That is not part of your concern or your business! You have no right to question me on that subject. This is a matter of principle. We WILL NOT continue to pay for a scam! You have no other options here.

To be very clear, the MARK of a "great" (properly trained by certain expectations of the company) Diamond Resorts representative IS the practice of "*bad sales practices*". It seems that you all know no other way.
Freddie Hegler
Received June 14:
Dear Freddie Malcolm Hegler and Dianne Eiland Hegler,

Thank you for your response.

Please note that any claims of misrepresentation will be investigated internally and of course if there is sufficient evidence to support the members claims we will take appropriate actions.

We are sorry that you remain dissatisfied with our responses however we do feel that we have fully addressed the concerns you have highlighted in previous communication. The purchase documentation forms an entire agreement between yourself and Diamond Resorts, and we hope you can appreciate that we can only rely on this documentation which you signed to confirm you understand all terms of purchase provided within the contract. Once again, if anything was said at the point of purchase, which was of particular importance to you, but was not contained within the terms and conditions of this membership, you had two opportunities to verify the information, and go through documentation, with the Quality Assurance team after the purchase, and also during the rescission period given to you for your own benefit.

Whilst we are unable to assist you with the cancellation of your Membership if you require any further assistance in utilising your membership to its full potential please let us know and we will be more than happy to assist you further.

With kind regards,
Sam.

Received June 22:

Dear Mr. and Mrs. Hegler,

The purpose of this communication is to inform you that we have been trying to contact you regarding your vacation property with Diamond Resorts (DR). It's very important that you contact us today so that we may update you with information that will allow you to enjoy all the benefits that come along with your vacation ownership.

I look forward to speaking and assisting you; please call me today at 877.483.6787 or 800.205.7555.

On behalf of Diamond Resorts, we hope you are having a great day and please remember to **Stay Vacationed®** .

Stacey Wright ***/ Financial Services Associate***

As you can see, they sicked the financial department on us to get us to pay which we already stated we would not do. It was disrespectful to ignore the demand for cancellation and to inquire further for payment.

On June 22, we received a Mortgage Acceleration notice stating that our account was in default. Again, they attempted to ignore us and demand payment that we will not give.

Responded June 22:

To Sam Carradice,
No, Mr. Carradice, you have most certainly NOT addressed all of my concerns. How can YOU tell ME that YOU have addressed all of MY concerns? You, as a customer service representative in the hospitality department, must ask ME if all of my concerns have been addressed. How dare you speak of my concerns as though I were *annoying* you?

Is that what owners are to you? *An annoyance*? Is it annoying to do your job? Go get another one. That might be better for you anyway. Working for another company might allow you to be a human being.

In fact, you have not addressed even one single concern. What about the fact that David Whitty told us that we could write off the donation of one week to a charity on our taxes? What about the fact that Jose Feliciano BLATANTLY TOLD US THAT WE HAD BEEN MISLED BY WHITTY? We have played your endless mind games to the point of reaching Platinum level only to be misled into BUYING MORE POINTS! Where does it end? At what point do you say, "Congratulations! You have reached maximum potential! The timeshare and membership is yours to enjoy at your leisure!"? When will Diamond Resorts discontinue the harassment, the endless phone calls attempting to lure us into purchasing more crap from you, the aggressive salesmen who hassle us on vacation, etc.? What do you think is an appropriate amount of time to harass your owners before they feel completely unappreciated and devalued?

I don't believe Diamond will end it. I don't believe the company ever had the intention to do right by us. At this point, we must take matters into our own hands by demanding that you cancel this contract. Did you even read my letter? I don't believe you did. Raise your standards by all means. Take it upon yourself to act as the honest, honorable human that you could be and rebel against the horrendous excuse for a hospitality team for which you work. Do something good. Make up for the bad service we have received although we have put in the utmost time and money into trying to achieve the status that would allow us enjoy our vacations and just relax without being bombarded by Diamond. Please a response that is aligned to our cause. Don't tell me you have addressed concerns that you HAVEN'T EVEN ATTEMPTED TO ADDRESS. We will get this matter handled. If you feel that you must pass along our case to someone who can better handled it, then do so. We deserve more specific care and attention into addressing our needs. Be better.
Freddie Hegler

Received July 9:

Dear Freddie Malcolm Hegler and Dianne Eiland Hegler,
Thank you for your response.
We note that in your communication you state that you purchased contract #2149583 in 2011 as you were under the impression that you could write of the donation of week to a charity on your taxes, we must refer you the below screenshot of the purchaser acknowledgement in which you sign to acknowledge that you have acquired a collection membership for your own person use and enjoyment. No representation of any nature concerning investments potential, rental returns, tax advantages, depreciation, or other possible financial benefits have been made by the seller of any of its agents.

We also note that in your email you state that you feel harassed by endless phone calls attempting to lure you in to purchasing more points. We are sorry that this is the impression that our marketing team have given you however we must remind you that you are under no obligation to attend any presentations or purchase additional points should you not wish to do so.

Please be assured that we have fully reviewed your complaints and looked your contracts accordingly and we are unable to find any grounds of misrepresentation and subsequently we are unable to assist with the cancellation of your membership.

If you require any further assistance please do not hesitate to contact us.
Sam.

Received July 27:

Dear Owner,
The purpose of this communication is to inform you that we have been trying to contact you regarding your vacation property with Diamond Resorts (DR). It's very important that you contact us today so that we may update you with information that will allow you to enjoy all the benefits that come along with your vacation ownership.

I look forward to speaking and assisting you; please call me today at 877.483.6787 or 800.205.7555.

On behalf of Diamond Resorts, we hope you are having a great day and please remember to **Stay Vacationed®** .
Nancy Gines | Financial Services Associate

Received July 27:

On this date, we received a notice of "Caution" stating that we should be on alert for scammers. They do not warn that they themselves are scammers, but interestingly enough, they state this specifically:
"Diamond Resorts™ has noticed a large increase in third party companies acting as fraudulent resellers, or trying to solicit our owners with false promises to provide timeshare "transfer" or "exit" services. This is a serious problem that hurts many of our members, losing them thousands of dollars and damaging their credit history. **Don't become the next victim.**"

"These companies often falsely promise to "transfer" or "exit" owners out of their timeshares in exchange for large up-front fees, occasionally offering an alleged "money-back guarantee." Sadly, these promises are rarely fulfilled, and their victims are left without their money, still in debt, or with damaged credit history."
"It is important that you know that Diamond Resorts does not work or affiliate with any such "transfer" or "exit" companies.
We strongly encourage our owners to be on **high alert** for red flags."

What is specifically disturbing about this is that they are asking us to be on "high alert" for red flags. **This whole company is a screaming red flag.** Why are they bothering to ask us to be on high alert when they are **the biggest scam**? It's only further proof that they want us to stay in the timeshare. It feels like they want us to believe there is no way out. They don't provide a way **and** they warn about other companies and basically describe that there is no hope to exit the contract. They only sound like actual live humans when they are "warning" us that there is no one who will help us.

Please help us to resolve this matter by sending this complaint to them and let them know they must pay attention!

Freddie and Dianne Hegler

Freddie & Dianne Hegler
3722 John Bill Dobbins Rd
Williamsport TN 38487

NASHVILLE
TN 370
05 SEP '18
PM 5 L

stamps.com
$0.47 0
US POSTAGE
FIRST-CLASS
062S0009567473
FROM 37204

Office of Attorney General – Pam
Bondi
State of Florida
110 SE 6th Street, Floor 10
Fort Lauderdale, FL 33301

RECEIVED
SEP 10 2018
Office of the Attorney General
Ft. Lauderdale Consumer Protection

33301-500110

ast timeshare AR

September 11, 2018

Office of the Attorney General
State of Florida
Capitol – PL -01
Tallahassee, FL 32399-1050

RE: Timeshare Contract Cancellation with Diamond Resorts – Contract #17849805

Dear Sir/Madam:

I would like to file a formal complaint against Diamond Resorts/Barclays Credit Company. My husband, Richard S. Klingel, and myself were in Florida back in March 2018. We had attended a presentation by Diamond Resorts and signed a contract for a timeshare. This was the evening of March 22, 2018 after 5:00pm. After some careful thought and review of the contract we decided to cancel.

Upon our return to New York we experienced an 18 inch snow storm of which caused a tree to fall on our home. There was a second storm to hit our area the next day.

We faxed a letter to Diamond Resorts requesting to cancel the above mentioned contract. On April 4th, 2018 we received a letter from Diamond Resorts Financial Services stating that they were unable to honor our request to cancel.

There seems to be a difference of the time period allowed to cancel. The "State Specific Provisions" 19.1 – Refund upon Cancellation states that you can cancel during a 10-day cancellation period. It does not state if these ten days are business or calendar. The last page of the contract "Purchaser Cancellation Rights" states that there is a seven (7) business day cancellation period. Being the contract was finalized after 5:00pm on the 22nd the seven day time frame brings us to April 2nd. We were not able to fax the letter from the house until April 3rd due to circumstances beyond our control (Snow storm and tree fall). There is also a clause in the contract that allows for extra time for New York residents to cancel. Again there is a difference of when this time frame is.

We would like to ask for your assistance in looking into this matter further as well as the business practices of Diamond Resorts/Barclays. We feel that we were told/promised things that aren't correct. Specifically we were told by other agencies that Diamond was brought out by Apollo Resorts which was confirmed by an employee of Diamond, Mr. Dale Benjamin. We feel that we were mislead as to the use of points and how many points we would need to go to

such destinations as Hawaii, etc. Another misleading remark was about combining our points with our current RCI timeshare.

Our letter of cancellation was denied as well as our appeal letter. I have enclosed copies of these letters as well as a copy of the contract.

Any assistance you can give us in rectifying this matter would be greatly appreciated.

Sincerely,

Joan M. Klingel
43 Empress Pines Drive
Nesconset, New York 11767
Home Phone – (631)585-4240
Cell Phone – (631)885-0975

Richard S. Klingel

Enclosures

DIAMOND Resorts

Stay Vacationed.

June 14, 2018

RICHARD S KLINGEL
43 EMPRESS PINES DRIVE
NESCONSET, NY 11767

Re: Loan # 0027677679

Dear RICHARD S KLINGEL,

Please be advised that the rate and monthly payment amount of the above referenced loan has been changed to the following:

Interest Rate: 15.99%
Payment Amount: $210.74

The change reflects either no SurePay Plan enrollment or the recent termination of your SurePay Plan enrollment.

As indicated on your SurePay Authorization form, Truth in Lending Disclosure Statement and/or Promissory Note provided at the time of your timeshare purchase, the rate and possibly the amount would be subject to an increase in the event of the following reasons:

- You terminate your participation in the SurePay Plan
- Closure of the designated bank account
- Failure to maintain a sufficient balance in the designated bank account
- Stop payment on the SurePay Plan payment
- Revocation of the SurePay Plan authorization
- SurePay payments are not made when due for any other reasons

Please contact our Collections department at 800-205-7555 to request a new SurePay authorization form if your bank account has changed.

Thank you.

Sincerely,

Diamond Resorts Financial Services

Diamond Resorts Purchase Proposal

Sales Center Location: CRESCENT SOUTH BEACH Nuvo

Purchase Date: 3/22/2018

☑Full Down ☐Pender ☐Deferred Pender

Name: RICHARD S. KLINGEL SS# [redacted] ☑M ☐F

Name: JOAN M. KLINGEL SS# [redacted] ☐M ☐F

Name: SS# [redacted] ☐M ☐F

Name: SS# ☐M ☐F

YOUR INFORMATION:

HOME ADDRESS: 43 EMPRESS PINES DRIVE
Street

NESCONSET — City (U.K Town)
NEW YORK — State (UK Country)
11767 — Zip Code (UK Postal Code)

USA — Country

MAILING ADDRESS: SAME
Street

City (U.K Town) — State (UK Country) — Zip Code (UK Postal Code)

Country — E-Mail: Ve2days@aol.com

Home Telephone: 631-585-4240 — Business Telephone: [redacted] — Extension — Cell Phone: 631-439-9135

Date of Birth: [redacted]

MEMBERSHIP & PROPERTY INFORMATION:

Points Allocation	Collection Membership Type	Points First Issued	Est. Maint. Fee & Club Fees
5,000	US Collection	2018	$1,305.00

PURCHASE PRICE AND FINANCING:

1. Purchase Price		$ 17,900.00	1
2. Additional Equity		$ 0.00	2
3. Adjusted Purchase Price		$ 17,900.00	3
4. Down Payment	36% % down TIMES line 3)	$ 6,300.00	4
5. Closing Costs	Financed ☑Yes ☐No	$ 627.00	5
6. Special Fees		$ 0.00	6
7. Credits Received Today		$ 0.00	7
8. **Total Funds Received Today**	BT MC BARCLAYS [redacted] EXP 3/21	$ 6,300.00	8
9. Pickup Amount Due Date:		$ 0.00	9
10. New Purchase Loan Amount	(line 3 MINUS line 7 MINUS line 8 MINUS line 9)	$ 11,600.00	10
11. Existing Loan Amount (if wrap)	Contract #(s):	$ 0.00	11
12. **TOTAL FINANCED AMOUNT**	(line 9 PLUS line 10 PLUS line 5 if financed)	$ 12,227.00	12

Payment Received by: BT

Monthly Payment Method (check one) ☑ ACH (Check) ☐ Statement ☐ Credit Card

Term	Interest Rate	Monthly P&I Pmt	Monthly Collection Fee	Total Monthly Payment
120	13.99%	$189.77	$6.00	$195.77

5/6/2018
Approximate First Pmt Date

For Conversions only: *(use 2nd page if more than one week is being converted)*

Contract # — Resort — Unit — Week — OEB — Points

SPECIAL INSTRUCTIONS: — **EXCHANGE COMPANY:** — **NUMBER:**

SILVER BENEFITS DDH/ BONUS POINTS 3750

Owner Tablet # A2P23A1045D21655048D1

30 Days Same as Cash New YNK Adm. Room 1090

Club Combinations Declared Inventory (See Attached Page 2) Under price Inv. 1pt (170.00)

By my/our signature(s) below: I/we hereby authorize Diamond Resorts Corporation and its affiliates to make whatever inquiries about me/us are deemed necessary or appropriate for purposes of evaluating my/our credit application(s), including contacting my/our employer(s), credit bureau(s), etc. I/we hereby further authorize Diamond Resorts Corporation to share such information, including the information on this application, with its affiliates or anyone else for purposes of debt servicing, future credit approval, and offering Diamond Resorts International® products and services, as well as with the homeowners associations for Diamond Resorts International® resorts in order to enable them to process assessments and for various other purposes. Any inquiry about this statement may be addressed in writing to Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Blvd., Las Vegas, NV 89135.

Purchaser Approval: Richard Klingel — Purchaser Approval:

Purchaser Approval: Joan Klingel — Purchaser Approval:

Sales Representative: MATTHEW ACOSTA — QAO: BELKIS TERRERO — Manager: RICH KING

Segment 1: Print line — Segment 2: — TO: RICH KING

Segment 3: — Owner Referral Lead #/Last Name:

Lead ID #: 9-577725459 — FICO Tier: T2/T2

Tour ID #: 10428157 — Contract #:

Contract Type *(check only 1)*: ☑New ☐Add-On ☐Wrap ☐Conversion Plus ☐Conversion

Printer # : PDF/DOCU — Site Processor: O. LOPEZ — FS Processor: M DeMarin — FS QA:

☐Webtracked ☐ Omtools Saved ☐ Credit Saved

DIAMOND RESORTS INTERNATIONAL Stay Vacationed.

2

Belkis Terrero @ Diamond Resorts
305-531-5157 ext 4

========== TRANSACTION RECORD ==========
1st AM - Diamond - The Club
400 S. Rampart Blvd.
Las Vegas, NV 89145
United States

TYPE: Purchase

ACCT: Mastercard $ 6,300.00 USD

CARD NUMBER : [redacted]
DATE/TIME : 22 Mar 18 15:05:47
REFERENCE # : 0001 0857 M
AUTHOR. # : 06436Z
TRANS. REF. :

Approved - Thank You 00

Please retain this copy for your records.

Cardholder will pay above amount to card issuer pursuant to cardholder agreement.
==========

17849805

This page contains additional information pertaining to the attached page 1, which together shall constitute the entire Purchase Proposal document.

Original Contract Information

Contract #	Unit No:	Week #	Points	Original Price
				$0.00

Conversion Information

Contract #	Resort	Unit #	Week #	OEB	Points

Club Combinations Declared Inventory

#	Resort Name	City	State	Affiliation	Unit Size/Points	Season	Ownership Type	Declared Point Value
	RCI Points	SEDONA	AZ	RCI	43500	HIGH (Red)	Points	10005
								10005

Special Instructions

Purchaser Name: RICHARD S. KLINGEL

Purchaser Approval: _____

Purchaser Name: _____

Purchaser Approval: _____

Purchaser Name: JOAN M. KLINGEL

Purchaser Approval: _____

Purchaser Name: _____

Purchaser Approval: _____

Lead ID # 9-577725459

Tour ID # _____

Sales Center Location: CRESCENT SOUTH BEACH

4

Barclaycard Response Acknowledgement

Resort Rep: Please have the applicant complete only when an INSTANT DECISION was provided. You must also give the customer the Cardmember Agreement.

Thank you for applying for a **DIAMOND RESORTS INTERNATIONAL® WORLD MASTERCARD® CREDIT CARD** issued by Barclays Bank Delaware (Barclaycard). Please review and initial the statements below.

_____ initial — I understand that I have been approved for the Diamond Resorts International® World Mastercard® Credit Card.

_____ initial — I acknowledge that I received the Cardmember Agreement from the Resort Representative and agree to those terms.

_____ initial — I understand use of the credit card with today's down payment is my express agreement to abide by the terms and conditions of the Cardmember Agreement.

_____ initial — I agree that $ 6300 will be charged to my Diamond Resorts International® World Mastercard® Credit Card TODAY 3/22/18 (date) as a down payment on the timeshare contract. I understand I will receive a 0% introductory APR on this timeshare purchase for 6 billing cycles. After that, my standard Purchase APR will apply.

_____ initial — I understand that each month I must pay at least the total minimum payment due shown on my monthly billing statement by its payment due date. (Minimum payment calculation is outlined in the Cardmember Agreement and the amount due each month will be listed on my monthly billing statement).

Applicant's Signature

Richard S. Klingel
Authorization Date **(PLEASE PRINT CLEARLY)**

REQUIRED INFORMATION: To be completed by Resort PRIOR to being given to the Applicant

Richard S Klingel
Applicant's Name – must match name on the Acknowledgement and Consent form (PLEASE PRINT CLEARLY)

Bells Tuno
Application Submitter Name (PLEASE PRINT CLEARLY)

Application Submitter Signature

6	6	4	4	3	9	3	4

Application ID Number

DIAMOND Resorts™

Diamond Resorts Owner Certification

Congratulations on your purchase. In order to expedite your approval of the purchase documents, your sales manager will verify some information with you.

____ **Membership** – Title to the real estate and other resort interests is held in the U.S. Collection Trust by an Independent Trustee. The Trustee holds the title on behalf and/or for the benefit of the members. The number of Resort Interests and/or Resorts may increase. I will not receive a deed in connection with my purchase.

____ **Points** – I am purchasing 5000 points today. I will receive a Collection Membership Certificate and Eagle 9 UCC Vacation Interest Insurances Policy 6 – 8 weeks after closing and my Points will be available at that time or at the beginning of my first use year.

____ **Maintenance Fees** – I understand that as part of my purchase that I am responsible for Maintenance Fees and Club Dues. I will be asked as part of my purchase documents to approve some further agreements in regard to these fees.

____ **Personal Use** – My purchase is for my own personal use and enjoyment and it does not create an undue financial burden for me. I am not purchasing a Membership as a financial or real estate investment or for financial returns of any kind, including resale, rental, refinancing, tax advantages or deductions, inheritance or estate tax planning, or appreciation or depreciation. Diamond does not offer a resale program and makes no representation regarding tax deductions, refinancing opportunities, or there will be a secondary market for the sale of points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

Signature _____ Date _____ Signature _____ Date 3/22/18

Joan Klingel
Printed Name

Richard S. Klingel
Printed Name

Certified by Diamond Resorts Sales Manager

Printed Name

Form A

SurePay Acknowledgement

Contract Number: _____

Diamond Resorts Financial Services uses SurePay auto-debit from a checking account of your choice. If you do not currently have a voided check in your possession, you must mail one to Diamond Resorts Financial Services within 14 days. An addressed envelope will be provided to you.

(Please initial one)

_____ I acknowledge that I voluntarily choose to have the monthly payments on my loan auto-debited from my/our checking account. I have provided Diamond Resorts Financial Services a voided check, or my checking account and bank routing numbers, to facilitate this process.

_____ I acknowledge that I voluntarily choose to have the monthly payments on my loan auto-debited from my/our checking account. I will provide Diamond Resorts Financial Services a voided check to facilitate this process within 14 days from today's purchase.

If a voided check is not received by Diamond Resorts Financial Services, the discounted interest rate is subject to increase automatically.

Member Signature

Member Signature

3/22/18

Date

Checking Account Number: _____

Bank Routing Number: _____

ATTACH VOIDED CHECK HERE

(Please Do Not Staple)

DIAMOND RESORTS

INTERNATIONAL

Stay Vacationed.

Contract Number _____

Please Tell Us Why You Chose Diamond Resorts International®?

You can be of great assistance to Diamond Resorts International® in its efforts to meet and exceed the needs of our members. Please tell us how you intend to use your THE Club® membership. Thank you for your assistance.

Over the next 18 months, please check all of the following benefits of THE Club® you are most likely to use.

- ☑ Stay at any of the more than 300 Diamond Resorts International® properties
- ☑ Exchange a week with Interval International®
- ☑ Choose a week from the THE Club® Select℠ inventory
- ☑ Share my THE Club® benefits with family or friends
- ☑ Redeem points for Member Benefits
- ☑ Use THE Club® Travel Services

Please share two vacation destinations you would like Diamond Resorts International® to send you in the next three years.

1. South Carolina – Charleston
2. Hawaii

If Diamond Resorts International® could make your dream vacation a reality, where would you love to go?

Hawaii

If you were to tell a friend about Diamond Resorts International®, what would you say are three reasons you chose to become a member here today?

1. Choices / International as well as home
2. Points Pgm – Use on properties, cars, restaurants
3. Benefits of having to be able to get first pick at reduced cost on High Level properties.

Are you currently staying at a Diamond resort? ☐ Yes ☑ No

What is a cellular phone number where you can be reached? 631-885-0975

MEMBER SIGNATURE _____ MEMBER SIGNATURE _____

17987.1055

DIAMOND RESORTS INTERNATIONAL

8

MEMBER BENEFITS CONFIRMATIONS

DIAMOND LUXURY PROGRAM

I understand THE Club® at Diamond Resorts International® offers a valuable cruise and hotel benefit that allows a member to cover 20 to 30 percent of the cost of a cruise, hotel and shopping benefits that are part of the Diamond Luxury Program at 20 to 30 cents per point.

BELOW IS AN EXAMPLE OF HOW THIS BENEFIT WORKS FOR PLATINUM AND GOLD MEMBERS:

7-Night Southern Caribbean Cruise with Celebrity Cruises®, March 26, 2016, on the Celebrity Summit

- Example cost for two people in a Balcony Stateroom for this cruise is $3,178.00
- You may choose to pay for up to 30% of this cruise with your points; you are provided an instant redemption rate of $.30 per point
- $3,178.00 x 30% = $953.40, so subtracting this from the total cost means your cash purchase is now $2,224.60
- $953.40 divided by $.30 per point = 3,178 points

This cruise can be booked for $2,224.60 and 3,178 points!

BELOW IS AN EXAMPLE OF HOW THIS BENEFIT WORKS FOR SILVER AND STANDARD MEMBERS:

7-Night Mexican Baja/Riviera Cruise with Carnival Cruise Lines®, April 16, 2016 on the Carnival Miracle

- Example cost for two people in a Balcony Stateroom™ for this cruise is $1,298.00
- You may choose to pay for up to 20% of this cruise with your points; you are provided an instant redemption rate of $.20 per point
- $1,298.00 x 20% = $259.60, so subtracting this from the total cost means your cash purchase is now $1,038.40
- $259.60 divided by $.20 per point = 1,298 points

This cruise can be booked for $1,038.40 and 1,298 points!

_____ I understand that when using these cruise, hotel, and shopping benefits, the points will automatically be redeemed against the purchase price and that no monetary amount will be sent to me

_____ I understand that the Diamond Luxury Cruise and Hotel program occasionally referred to as the 20/20 or 30/30 program cannot be applied to maintenance fees or any other benefit.

_____ I understand that only Platinum members can pay a portion of their maintenance fees with their points from November 1 through to the annual bill due date, at $0.04 cents per point and is subject to change. There is a non-refundable processing fee.

_____ I understand that there are no pending special assessments that are planned for any Diamond Resorts International® Collection. There is no guarantee that there will not be a special assessment in the future.

_____ I understand that Diamond Resorts International® does not have a buyback program. If I choose to sell our membership, Diamond Resorts International® will assist with transfer documents. There are no plans to have a buyback program in the future.

_____ I understand that Diamond Resorts International® does not have a rental program and they will not rent our points out for me. There are no plans to have a rental program in the future.

_____ I understand our membership is perpetual and can be passed on to my heirs. However, Diamond Resorts International® cannot force heirs to accept this membership nor can anyone force heirs to accept deeded or non-deeded property bequeathed to them.

_____ I understand the Diamond Resorts International® Loyalty Levels are Standard, Silver, Gold and Platinum. Currently there are no plans to have a Loyalty Level above Platinum.

_____ I have not been promised any benefits other than the benefits I have seen in writing.

DIAMOND RESORTS
INTERNATIONAL®
Stay Vacationed.™

Sales Presentation Confirmations

CONTRACT NUMBER _____

_____ I understand The Club® Annual Global Reservations Directory is available online at DiamondResorts.com and it contains all of the points values for every resort within The Club. I also understand that the average points value for a one-week stay within my Collection is approximately: 4,000 for a studio; 5,500 for a one-bedroom; 7,500 for a two-bedroom; and 8,500 for a three-bedroom.

_____ I understand for some resorts, when there is availability 59 days or less prior to arrival, then the standard check-in day weekly points values are discounted by 50%. Discounted offers are subject to change as demand dictates and may not apply to the same resorts each month. For short stay points values, a 50% discount will apply to all reservations made within 30 days of arrival. **These reservations offer exceptional value for those with flexible travel plans and are offered on a first-come, first-served basis and are subject to availability. Holiday, summer and other highly demanded weeks/resorts are not typically available.**

_____ You will be billed annually for your Club dues and Association maintenance fees. You must be current on all of your Club dues and fees to use the system. The maintenance fee on this purchase of Collection Points is approximately $ _____ this year and is subject to change each subsequent year. You will receive your new maintenance fee invoice in approximately 45 days. **You will still be responsible for any maintenance fee(s) on any other property you may own outside of this purchase.**

_____ I understand the minimum number of points required for each Loyalty level is:
Silver – 15,000 points; Gold – 30,000 points; Platinum – 50,000 points. There are no other Loyalty levels in The Club.

_____ **ONLY** Platinum members can redeem up to 50,000 points to pay part of their annual maintenance fees, but that does not represent the best use of points. There is a $100 transaction fee and the redemption value is currently $0.04 per point. Borrowed or saved points cannot be redeemed to offset the cost of maintenance fees, and points must be redeemed between November 1 and December 31 for the following year's payment.

_____ I understand that if I elect to use my points for reimbursement for Travel Services, the following rules apply.

1. Points redemption values are **$0.07 per point for Standard members, $0.08 for Silver members for up to 20% of the cost of the service booked.**
2. Points redemption values are **$0.09 for Gold members and $0.10 for Platinum members for up to 100% of the cost of the service booked.**
3. There is a $47 transaction fee, discounted for Loyalty members, which is subject to change.

_____ Diamond Dream Holiday Bonus Points cannot be redeemed for Member Benefits; only points that have been purchased may be used for Member Benefits. Bonus points are available 10 months before check-in and do not qualify for the 13-month Home Collection Advantage.

_____ I understand The Club offers a valuable cruise, hotel and shopping benefit that allows a member to cover 20 percent of the cost of cruise, hotel and shopping benefits that are part of the Diamond Luxury Program at 20 cents per point for Standard and Silver members. Gold and Platinum members can cover 30 percent of the cost for up to 30 cents per point. I also understand that when using these cruise, hotel, and shopping benefits, the points will automatically be redeemed against the purchase price and that no money will be sent to me.

_____ I understand that my membership is perpetual and can be passed on to my heirs, if my heirs elect to receive my membership, but there is no obligation for them to accept the membership.

_____ I am purchasing this for personal use and enjoyment and it does not create an undue financial burden for me. **I am not purchasing a membership as a financial investment or for financial returns of any kind, including through resale, rental, or tax advantages.** Diamond Resorts does not offer a resale or buyback program and makes no representation regarding tax deductions, refinancing opportunities, or that there will be a secondary market for the sale of points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

_____ I have been given as much time as I want and need to review all of the documents provided to me by my Vacation Counselor and I acknowledge that I have been given the opportunity to ask my Vacation Counselor any questions I may have.

DIAMOND Resorts

Diamond Dream Holiday Presentation Confirmations

DIAMOND BONUS POINTS

_____ I/We understand if I/we choose to use bonus points to book THE Club® reservations of my/our choice, the term of eligibility to use these points along with any other qualifying loyalty benefits is from time of qualification until December 31,_____.

_____ I/We understand increased membership level will not be reflected on my/our account until I/we have fulfilled the qualifications for Diamond Bonus Points activation (e.g. at least 15% down payment or four consecutive monthly payments).

DIAMOND DREAM HOLIDAY PACKAGE

_____ I/We understand if I/we choose to use bonus points to book a Diamond Dream Holiday Package, reservations must be made 120 days in advance of arrival.

_____ I/We understand travel must be completed by _____, which is 365 days from the purchase date.

_____ I/We understand that all flights must originate and return from the same major US airport; all flights are booked economy coach class and additional restrictions may apply.

_____ I/We understand only one Diamond Dream Holiday can be booked with my/our Diamond Bonus Points associated with my/our purchase today.

_____ I/We understand there will be a $99 reservation fee for all Diamond Dream Holiday reservations.

_____ I/We understand Diamond Loyalty upgrades do not apply to the Diamond Dream Holiday.

_____ I/We understand there are blackout dates five (5) days before and after President's Day, Easter, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day.

_____ I/We understand once confirmed, all Diamond Dream Holiday reservations are final.

Thank you for choosing Diamond Resorts International for your family. To set up your ACH/Sure Pay account, upon returning home please do one of the following:

1. Mail in a voided check in the pre-addressed envelope we provided you today by using the form provided to you.

OR

2. Call Financial Services directly at 800.205.7555 and advise the representative that you signed up for ACH today and wish to provide your ACH account information to complete your enrollment. The Financial Service team member will capture the account information securely in the system and notify payment processing to complete the ACH enrollment.

This tablet is provided by Diamond Resorts International, as a gift for participating in their timeshare program.

If your tablet is damaged or defective at the time you receive it, please use the contact information below to request a return shipping label and have a new tablet issued to you. The new tablet will be shipped once the original table is received at our warehouse.

Click Logics Customer Support
support@clicklogics.com

Please send an email with the following information:
Your first name
Your last name
The serial number on your tablet (located on the small barcode sticker on the outside of the box and on the back of the tablet)

17849805-STD Signature Verification

SIGNATURE VERIFICATION

I(We), **RICHARD S. KLINGEL and JOAN M. KLINGEL**, by my/our execution hereof, hereby certify that the signature(s) below correspond to my/our true and legal name(s).

DocuSigned by:
8A3FE101D62F4F6...
Signature
Richard S. Klingel
Printed Name

DocuSigned by:
FF626D188513404...
Signature
Joan M. Klingel
Printed Name

Signature
Printed Name

Signature
Printed Name

WITNESSES:

DocuSigned by:
D42C0BF019404E3...
Signature
Belkis Terrero
Printed Name

Signature
Printed Name

ISSUED FOR TRUE COPY

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17849805-Substitute W9 Form

DIAMOND Resorts

Stay Vacationed.

March 22, 2018

RICHARD S. KLINGEL and JOAN M. KLINGEL

Substitute Form W-9

Account Number: **27677679**

Pursuant to Internal Revenue Code Section 6109, you are required to provide an accurate social security number or taxpayer identification number to Diamond Resorts Financial Services, Inc. in order for the company to comply with the information reporting rules set forth by the Internal Revenue Service. Failure to provide an accurate social security number or taxpayer identification number could lead to the Internal Revenue Service assessing you a penalty of $50.

If any information below is incorrect, please provide the correct information in the space provided

Name: Richard S. Klingel

If Business, list name: _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Trust/Estate ☐ LLC

Address: 43 Empress Pines Drive, Nesconset, New York 11767

Social Security Number: [redacted] ___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Employer Identification Number: ___ ___ - ___ ___ ___ ___ ___ ___ ___

CERTIFICATION – Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (defined in the Form W-9 instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification but you must provide your correct TIN.

Borrower: **Richard S. Klingel**

Signature: DocuSigned by: Richard S. Klingel BA3FE101D62F4F6...

Date: **03/22/18**

2092_esig05/26/16

15

17849805-DRUSC E-SIGN Purchase and Security Agreement - Florida

DIAMOND RESORTS U.S. COLLECTION PURCHASE AND SECURITY AGREEMENT (Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **22nd day of March, 2018** between **RICHARD S. KLINGEL and JOAN M. KLINGEL** ("**You**") and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond**"). Diamond's address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135. Refer to the Second Amended and Restated Declaration for Diamond Resorts U.S. Collection ("**Declaration**") for the meaning of capitalized terms.

Diamond agrees to sell and You agree to purchase a timeshare interest or "**Membership**" in the Diamond Resorts U.S. Collection ("**Collection**"). Your Membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), includes the following Points

Points: 5000 **Initial Use Year:** 2018

HERE ARE THE BASIC PURCHASE TERMS AND AN ITEMIZATION OF THE AMOUNT FINANCED

1.	Purchase Price of Membership: (**"Purchase Price"**)		**$17,900.00**
2.	Initial Cash Deposit:	**$6,300.00**	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to Diamond as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	**$0.00**	
	b. Other Amounts Owed:	**$0.00**	
	c. Total Trade in value: (line a minus line b)	**$0.00**	
	d. Other Amounts Paid at closing:	**$0.00**	
4.	Additional Cash Deposits Due:		
	a. On or before: _____	**$0.00**	
	b. On or before: _____	**$0.00**	
	0	**$0.00**	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		**$6,300.00**
6.	Credits (if any):		**$0.00**
7.	Base Amount: (line 1 minus line 5 minus line 6)		**$11,600.00**
8.	Financed Closing Costs payable to_____		**$627.00**
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): **("Unpaid Balance")**		**$12,227.00**
10.	Current Outstanding Principal Balance plus Accrued but Unpaid Interest Due on Existing Timeshare Interest:		**$0.00**
11.	Total Amount Financed or Due in Cash at Closing (line 9 plus line 10): **("Unpaid Balance")**		**$12,227.00**

Closing Costs

A.	Closing Costs to Diamond	**$40.00**
B.	Closing Costs to You	**$627.00**
C.	Total Estimated Closing Costs	**$667.00**

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): You will be billed for Assessments separately by the Association	**1,305.00**

/6

You agree to pay the Unpaid Balance in U.S. currency by the following method

❑ Financing by Diamond ❑ Credit Card Type _____ Number _____ Expiration Date _____

You must pay all charges related to receiving financing. These charges are described in the Truth-in-Lending Disclosure Statement.

Monthly Payment Method:

❑ Statement ❑ SurePay (Credit or Debit Card) ❑ SurePay (Checking or Savings Account)

Enrollment in THE Club Exchange Program:

I elect ❑ to join ❑ to not join THE Club exchange program. See Section 4 below for additional details

YOUR PROMISES AND ACKNOWLEDGMENTS

You make the following promises and acknowledgments by signing this Agreement:

1. You received the Collection Instruments and state timeshare disclosure documents and attached exhibits, which are all considered part of this Agreement. You will be bound by, and comply with, the terms of these documents.
2. You received a completed Truth-in-Lending Disclosure Statement before signing this Agreement.
3. All information You submit to Diamond to receive Financing is accurate.
4. You are purchasing the Membership for your personal use and enjoyment. You are not purchasing the Membership as a financial investment or for financial returns of any kind, including through resale, refinancing, tax advantages, or appreciation or depreciation. Diamond has not made any promises about such benefits.
5. Neither You nor your relatives own more than 10 Memberships in the Collection.
6. You may not use the Collection Accommodations for any commercial purpose, including commercial rental activities. Commercial rental activities include using the Internet or other media to advertise rental opportunities.
7. The persons signing this Agreement are legally capable and authorized to do so.

TERMS AND CONDITIONS

1. Timeshare Program. Points are the currency of use in the Collection. Points are allotted annually and allow you to reserve Use Periods in available Collection Accommodations. Your Membership is a "right-to-use" timeshare interest and does not expire. You will not receive a deed to real property. To use your Points You must make reservations according to the Rules and Regulations, which along with the other Collection Instruments, Diamond has the right to modify. Reservations are granted on a "first-come, first-served," space-available basis. You will not have the guaranteed right to reserve or use any particular Use Period or Collection Accommodation.

2. Maintenance Fees. You must pay Assessments (also known as "Maintenance Fees") annually to the Association for as long as you own your Membership. The amount of the Maintenance Fees will increase annually to maintain the quality of the Collection's resorts. These annual increases are subject to the limits described in the Collection Instruments. If You do not timely pay all Maintenance Fees and any other amounts owed, You may be prohibited from making a reservation, using a Collection Accommodation, or exercising any other rights of Membership. Continued failure to pay Maintenance Fees will also result in the loss of your Membership. You must pay Maintenance Fees even if you do not use the Collection Accommodations.

3. Transfers and Resale of Membership. You must receive approval from the Association and pay a transfer fee before you sell or transfer your Membership. The Association may deny a transfer of Your Membership to another if the buyer is a known or suspected fraudulent Person or is delinquent in the payment of any fees to Diamond or the Association. A transfer fee will apply for approved transfers. Diamond does not currently offer a resale, buyback or rental program. No transfer fee will apply if your Membership passes to an heir or beneficiary upon your death.

4. Exchange Companies. You may voluntarily elect to enroll in THE Club exchange program, at which time You are required to pay THE Club fees. THE Club is operated by Diamond Resorts International Club, Inc. ("DRIC"). Dues for THE Club may be collected together with your Maintenance Fees. DRIC must consent to any transfer of membership in THE Club. Transfer of your Collection Membership does not transfer your membership in THE Club without the written consent of DRIC. THE Club is currently affiliated with Interval International, Inc. ("Interval") and as a member of THE Club You currently have access to Interval's exchange services. Exchanges through Interval are subject to Interval's conditions and fees. Diamond does not control or make any representations about Interval, or any other exchange programs, including current or future exchange services and the cost, or availability of any exchange program. If You elect not to join THE Club, You will not have access to the additional resorts that are or may become affiliated with THE Club and with Interval, and will be limited to use of only the component sites included in the Collection.

17

5. Financing of Purchase Price. Subject to Diamond's approval, You may pay for your Membership through credit from Diamond ("Financing"). You must sign and deliver an installment Promissory Note (the "Note") payable to Diamond for the Unpaid Balance. If requesting Financing, You authorize Diamond to check your credit, including through a consumer reporting agency. You may be prohibited from making a reservation or using a Collection Accommodation, or exercising any other rights you would otherwise have, unless You timely pay all amounts due under the Note.

6. Third-Party Timeshare. If You relinquish a timeshare interest in another timeshare resort ("Third-Party Timeshare") as partial payment for your Membership, You agree to sign and deliver a deed or other instrument acceptable to Diamond, conveying all of your interest in the Third-Party Timeshare to Diamond or a party designated by Diamond, free and clear of any debt not expressly approved by Diamond ("Deed-transfer"). Diamond may record the Deed-transfer at Closing (described in Section 18 below). Until Closing occurs, You are responsible for all obligations related to the Third-Party Timeshare, including paying assessments and fees ("Third-Party Timeshare Obligations"). If the Closing doesn't happen, the Deed-transfer will be canceled and returned to You, and You will remain responsible for the Third-Party Timeshare Obligations.

7. Escrow. All payments made to Diamond before Closing will be held in escrow in a non-interest bearing account by First American Title Insurance Company ("Escrow Agent") according to a Master Escrow Agreement. You expressly waive any right to earn interest on the escrow account. Escrow Agent's address is 400 S. Rampart Boulevard, Suite 290, Las Vegas, Nevada 89145. Escrow Agent will hold all funds until Closing or this Agreement is canceled.

8. Closing. "Closing" is the date when all of the following have occurred: (I) any cancellation period has expired and You have not exercised your right to cancel in writing; (I) You and Diamond have signed all documents needed to transfer the Membership to You; and (iii) Diamond has received from You either (a) a signed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds. You agree to execute any further documents necessary and to otherwise cooperate to effectuate the Closing and fulfill the purposes of this Agreement, the Note, and the Deed-Transfer (as applicable). Upon Closing, the Association will place your name in the Register of Members and give You a Points Certificate. If Closing has not happened within one year after this Agreement is signed or You have exercised your right to cancel this Agreement, Diamond will order Escrow Agent to refund any funds held on Agreement your behalf, without interest, to You. Cancellation terminates this Agreement in its entirety.

9. Security Interests. You grant to Diamond a security interest and lien on all of your interest and rights in the Membership (the "Security Interest"). This Security Interest is granted to secure your performance under the Note, this Agreement, and the Collection Instruments. You irrevocably authorize Diamond, as a secured party, to file any financing statement, continuations, or amendments necessary or desirable to perfect, preserve, and protect the Security Interest.

10. Jointly and Severally Liable. If two or more individuals purchase a Membership together, then ownership is as joint tenants with rights of survivorship, and not as tenants-in-common. Everyone who purchases a Membership must keep all of the obligations made in this Agreement. Diamond can enforce its rights against each purchaser separately.

11. Diamond's Obligations. You agree that immediately after Closing, Diamond will have no obligations or liabilities under this Agreement. After Closing, you must look to the Association and the Manager to fulfill or maintain your rights as a Member of the Collection.

12. Indemnity. You agree to indemnify and hold Diamond harmless from and against all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) connected to You defaulting in any of the obligations of this Agreement, the Note, or the Collection Instruments.

13. **NO WARRANTIES. DIAMOND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DIAMOND EXPRESSLY DISCLAIMS, AND YOU IRREVOCABLY WAIVE, EACH OF THE FOREGOING WARRANTIES.**

14. Default by You.

14.1 Event of Default. You are in default if any of these things happen:

(i) You do not pay Diamond any amounts due under this Agreement, the Note or the Collection Instruments and You do not cure this failure within 10 days after You receive written notice of nonpayment.

(ii) You do not fulfill any other obligation in the Note, this Agreement or any of the Collection Instruments and You do not cure this failure within 30 days after You receive written notice about your failure; or

(iii) any information You have provided in the Note, this Agreement or any written statement given to Diamond or the Association is false or misleading.

18

14.2 Your Default before Closing. If You default prior to Closing and do not cure such default on or before Closing, Diamond can immediately terminate this Agreement and all of your rights in this Agreement. After termination, Diamond will keep (or cause Escrow Agent to give to Diamond) all money You paid under this Agreement as liquidated damages and not as a penalty.

14.3 Your Default after Closing. If You default after Closing and do not cure the default within the applicable time period, Diamond (or its successor or assign) may

(i) give you written notice that your Membership will be terminated and then terminate your Membership; (including any existing reservations) within 60 days of the date of the notice and keep all amounts paid as liquidated damages and not as a penalty;

(ii) declare all amounts due under the Note and this Agreement immediately due and payable;

(iii) enforce the Security Interest against your Membership according to Article 9 of the UCC and applicable law; and

(iv) pursue any other remedy available. Diamond may pursue any or all of these remedies; the exercise of one right or remedy does not exclude any other rights or remedies available.

15. Default by Diamond. If Diamond does not comply with the material provisions of this Agreement, then Diamond's only obligation is to refund or cause Escrow Agent to refund to You all payments previously made under this Agreement, without interest. After such refund is made, this Agreement is automatically canceled , and all rights and obligations in this Agreement immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO YOU, AT LAW OR IN EQUITY.**

16. **ARBITRATION PROVISION ("Provision").**

16.1 Arbitration of Claims. Any Claim (defined in Section 26.2 below) between You and Diamond, whether preexisting, present or future, arising from or relating to this Agreement or the Collection shall, at the election of either party, be arbitrated on an individual basis before JAMS (www.jamsadr.org, 1-800-352-5267) pursuant to its Streamlined Rules. If JAMS cannot serve and the parties cannot agree on a substitute, the American Arbitration Association ("AAA," www.adr.org) shall serve as the arbitration body for the Claim. The Federal Arbitration Act ("**FAA**"), 9 U.S.C. § 1, et seq., shall govern the interpretation and enforcement of this Provision. A single neutral arbitrator shall be appointed. The arbitrator shall follow applicable substantive law consistent with the FAA, apply applicable statutes of limitations, honor valid claims of privilege, and issue a written reasoned decision which will be final and binding except for any review under the FAA. The arbitrator may award all remedies that would apply in an individual court action (subject to constitutional limits that would apply in court). Any in-person hearing will be held in Clark County, Nevada unless otherwise agreed. If you initiate an individual arbitration, Diamond will pay all administrative and arbitrator fees exceeding $250. Solely for purposes of this Provision, "**Diamond**" also means Diamond's parent companies, subsidiaries and affiliates; Diamond's and their employees, officers and directors; and any other person or entity named as a defendant or respondent in a Claim by You against Diamond. "**You**" also means your heirs, successors and assigns.

16.2 Claims. "Claim" shall be broadly construed and includes, without limitation, disputes concerning: purchase, financing, ownership or occupancy; breach, termination, cancellation or default; condition of any Collection Accommodation; THE Club or other exchange programs; reservations, points or rewards programs; applications and personal information; marketing or sales solicitations, representations, advertisements, promotions or disclosures; and collection of delinquent amounts and the manner of collection. "Claim" also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, Uniform Commercial Code, regulation, ordinance, common law and equity. "Claim" does not include: (i) disputes about the validity, enforceability, coverage or scope of this Provision or any part thereof, which are for a court to decide, provided that disputes about the validity or enforceability of this Agreement as a whole are for the arbitrator to decide; (ii) any individual action by You in small claims or an equivalent court, unless that action is transferred, removed or appealed to a different court; or (iii) Diamond's use of judicial or non-judicial relief to enforce a security agreement, relating to the Membership. The institution and maintenance of any such action shall not waive any party's right to compel arbitration of any other Claim subject to arbitration, including, without limitation, the filing of a counterclaim in a suit brought by Diamond. In any such action commenced by Diamond, you may assert any cognizable defense permitted by applicable law which does not seek any form of affirmative relief from Diamond, including, without limitation, damages.

16.3 Class Action Waiver. **If a Claim is arbitrated or would be arbitrable under section 16.2, neither You nor Diamond will have the right to (i) participate in a class action in court or in arbitration, either as a class representative or class member, (ii) act as a private attorney general in court or in arbitration, or (iii) join or consolidate Claim(s) with claims of any other person or entity. The arbitrator shall have no authority to conduct any class, private attorney general or multiple-party proceeding or to issue any relief that applies to any person or entity except You and Diamond individually.**

19

16.4 Application of the Provision. An arbitration award may be enforced in any court with jurisdiction. This Provision shall survive the breach, cancellation, termination or rescission of this Agreement, and any bankruptcy to the extent permitted by law. This Provision governs if it conflicts with the Agreement or the arbitration rules. If any part of this Provision other than the Class Action Waiver is declared unenforceable, the remainder shall be enforceable. If the Class Action Waiver is declared unenforceable in a proceeding between You and Diamond, without impairing the right to appeal such decision, this entire Provision (except for this sentence) shall be null and void in such proceeding.

16.5 Right to Reject Arbitration Provision. You may reject this Provision by sending Diamond a written notice which gives your name and Agreement number with a statement that you reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to 10600 West Charleston Blvd., Las Vegas, Nevada 89135, Attn: Arbitration Rejection Notice. A rejection notice must be signed by you and received by Diamond within thirty (30) days after the date of this Agreement. Rejection of arbitration will not affect any other term of this Agreement.

16.6 **Your Acknowledgment. You have read, understand and voluntarily agree to this Arbitration Provision and acknowledge that if a Claim is arbitrated or is arbitrable, You will have no right to have a court or jury trial or participate in a class action.**

17. Additional Important Information.

No Other Agreements	This Agreement is the only agreement that governs the purchase of your Membership, and supersedes and replaces all prior negotiations, agreements, and understandings, both oral and written. No amendment to or modification of this Agreement is valid without the written approval of Diamond's legal counsel.
Notices	You must give all notices in writing. Notices to you may be made either in person, by telephone, electronic mail, or writing. Written notices may be delivered, emailed or mailed, to each party at its address shown in this Agreement, or other address provided. A written notice is considered given and received when delivered, or emailed, or 3 business days after it is deposited into the mail, properly addressed. If multiple individuals own this Membership, notice to one of you is considered notice to all of you. If you are a corporation or entity, notice to you may be made to any corporate officer or general partner.
Governing Law; Waiver of Jury Trial	This Agreement is governed by Nevada law without regard to Nevada's choice of law rules. You must bring any legal action in Clark County, Nevada. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY FOR A LEGAL ACTION ARISING UNDER THIS AGREEMENT.**
Assignment	Your Membership cannot be sold, assigned, transferred, conveyed, or encumbered except as this Agreement allows. You cannot assign your rights under this Agreement and Note without Diamond's written consent, which Diamond may withhold. Diamond may assign its rights under this Agreement.
Severability	The terms of this Agreement are severable. The invalidity of any term of this Agreement does not affect any other term of this Agreement.
Credit Reporting	We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
Miscellaneous	This Agreement is effective as of the date You sign and any cancellation period begins on the date you sign. This Agreement may be signed in counterparts. No provision is waived by failure of a party to enforce it. You give Diamond the right to correct any clerical or other non-material errors in this Agreement or related documents. The captions in this Agreement are for informational purposes only.

20

18. Electronic Transactions.

18.1 Electronic Signatures and Copies. This Agreement, together with all related documents and instruments to be signed You and Diamond, may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. As between You and Diamond, any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.

18.2 Transferable Record. If Diamond is providing Financing to You and You sign an electronically created Note (the "eNote") using an electronic signature, You agree that the eNote will be a "transferable record" under the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

18.3 Provenance. Diamond shall upload all applicable electronically executed documents or instruments, including without limitation this Agreement and any eNote, to Diamond's electronic vault hosted by eOriginal, Inc. or a similar vendor (the "Original Vault"). If any document or instrument is manually executed, Diamond may, in its discretion, convert the tangible record of the document or instrument into electronic form and cause the electronic version to be uploaded to the Original Vault. Collectively, any document or instrument uploaded to the Original Vault shall be referred to as a "Vaulted Document." For purposes of establishing security interests or rights in, or title to, any Vaulted Document, You and Diamond agree as follows

(a) no original, tangible, or manually executed Vaulted Document will be the authoritative copy, original, or transferable record of the Vaulted Document;

(b) except as expressly provided in subsection (e) below, possession of a tangible, manually executed original, transferable record or copy of the Vaulted Document will not perfect or prove any security interest, or establish title to or any other right;

(c) the sole authoritative copy and transferable record of any Vaulted Document will be the one uploaded into the Original Vault (the "Authoritative Copy");

(d) at Diamond's or its successor's discretion, the Authoritative Copy of any Vaulted Document may be printed and marked or designated by Diamond or such successor as the tangible Authoritative Copy of the Vaulted Document; and

(e) no person or entity (including, without limitation, any lender, subsequent assignee or purchaser, custodian or trustee of any Vaulted Document) will have rights in, title to or a security interest in such Vaulted Document, unless such person or entity can demonstrate that it has possession or control of the Authoritative Copy of the Vaulted Document (whether in tangible or electronic form) whose provenance can be established to the initial authoritative copy first uploaded to the Original Vault.

18.4 Rights to Vaulted Documents. Any person who asserts or attempts to gain title to or a security interest or rights in, any Vaulted Document by any procedure except as provided above, including by possession of a tangible, manually executed original or copy or an electronic, non-authoritative copy of such Vaulted Document, violates the rights of Diamond and any subsequent assignee.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

(Section 19, the Truth in Lending Disclosure (if financed) and Signature Page Follows.)

21

Contract # 17849805

19. **STATE SPECIFIC PROVISIONS:**

19.1 Refund Upon Cancellation. In the event that You cancel this Agreement during a 10-day Cancellation Period, Diamond will refund or cause Escrow Agent to refund (whichever is applicable) to You the total amount of any and all payments made by You under this Agreement and such refund shall be made by Diamond or Escrow Agent within twenty (20) calendar days after Diamond's actual receipt of your written notice of cancellation, or within five (5) calendar days after Diamond's or Escrow Agent's receipt of funds from your cleared check, whichever is later

19.2 Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

19.3 Public Offering Statement. **Diamond is required to provide the managing entity of the multisite timeshare plan with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the managing entity for inspection as part of the books and records of the plan.**

19.4 Rescission Rights. **You may cancel this contract without any penalty or obligation within 10 calendar days after the date you sign this contract or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services at 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

This Agreement is made and entered into this **22nd day of March, 2018.**

PURCHASER:

DocuSigned by:
BA3FE101D62F4F6...

Signature: **Richard S. Klingel**

Street Address: **43 Empress Pines Drive**
City, State, Zip Code: **Nesconset, New York 11767**
Home Telephone Number: **631-585-4240**
Business Telephone Number:
E-Mail Address: **vezdayse@aol.com**

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

DocuSigned by:
FF626D188513404...

Signature: **Joan M. Klingel**

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address:

Signature:

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager

DocuSigned by:
By: Eileen Fields
Authorized Representative

3/22/2018 | 2:19 PM PDT

Eileen Fields Date

Sales Agent: Matthew - 68496 Acosta

Written notice of cancellation may be delivered to Diamond Resorts Financial Services by any means which may include certified mail, return receipt requested.

22

ADDENDUM TO DIAMOND RESORTS U.S. COLLECTION PURCHASE AND SECURITY AGREEMENT

(FOR NEW YORK RESIDENTS ONLY)

This Addendum ("**Addendum**") to Diamond Resorts U.S. Collection Purchase and Security Agreement by and between the undersigned Purchaser and Seller (the "**Contract**") amends and modifies the Contract. Any terms not defined in this Addendum shall have the same meaning as in the Contract. In the event of any inconsistency or conflict between the Contract and this Addendum, this Addendum shall control. The Parties hereby incorporate the following terms as part of the Contract:

1. Timeshare Offering Plan. Purchaser acknowledges having received and read a copy of the New York Timeshare Offering Plan and all amendments thereto filed with the Department of Law of the State of New York. The New York Timeshare Offering Plan, as amended, is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Addendum and/or the Contract and the New York Timeshare Offering Plan, as amended, the provisions of the New York Timeshare Offering Plan, as amended, will govern and be binding except and to the extent that the inconsistent provisions contained in this Addendum and/or the Contract are more favorable to Purchaser. Purchaser agrees to abide and be bound by the terms and conditions of the New York Timeshare Offering Plan and all amendments thereto.

2. Escrow. All Deposits received from Purchaser will be held in accordance with the provisions of the Section of the New York Timeshare Offering Plan entitled "Escrow and Trust Fund Requirements." By signing this Addendum, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of all Deposits paid by Purchaser to Seller in the event the Closing is consummated between Seller and Purchaser.

3. Full Performance. Purchaser's acceptance of the Membership shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract, this Addendum, the New York Timeshare Offering Plan, as amended, 13 NYCRR, Part 24 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the New York Timeshare Offering Plan) and General Business Law, Section 352-e, except those expressly stated to survive the Closing.

4. Cancellation Rights. Pursuant to 13 NYCRR, Part 24, Purchaser may cancel the Contract at will and without explanation, penalty or obligation. In the event of cancellation, all payments made by Purchaser in connection with the Contract shall be refunded to Purchaser within 30 days following receipt of Purchaser's cancellation notice. Any note or other negotiable debt instrument executed by Purchaser in connection with financing provided or arranged by Seller shall be returned to Purchaser within 30 days following receipt of Purchaser's cancellation notice.

5. Notice of Cancellation. If Purchaser decides to cancel the Contract, Purchaser may do so by sending written notice within seven (7) business days of the date on which the Contract was signed by Purchaser or the rescission period provided in the Contract or the Addendum, whichever is longer, by either hand delivery, personal service, or prepaid United States mail to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services, 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 or by facsimile to (702) 765-8693.

23

PURCHASER CANCELLATION RIGHTS

YOU MAY CANCEL THIS CONTRACT AT WILL AND WITHOUT EXPLANATION WITHIN SEVEN (7) BUSINESS DAYS AFTER YOU SIGN IT, OR WITHIN THE RESCISSION PERIOD PROVIDED IN THE CONTRACT OR THE ADDENDUM, WHICHEVER IS LONGER, IN WHICH EVENT YOU WILL RECEIVE A FULL REFUND. SEE PARAGRAPHS 4 AND 5 OF THE ADDENDUM AND PAGE 1 OF THE OFFERING PLAN.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date(s) set forth below.

DocuSigned by:
BA3FE101D62F4F6...
Signature: **Richard S. Klingel**

Street Address: **43 Empress Pines Drive**

City, State, Zip Code: **Nesconset, New York 11767**

Home Telephone Number: **631-585-4240**

Business Telephone Number:

E-Mail Address: **vezdayse@aol.com**

DocuSigned by:
FF626D188513404...
Signature: **Joan M. Klingel**

Street Address:

City, State, Zip Code:

Home Telephone Number:

Business Telephone Number:

E-Mail Address:

Signature:

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company

By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager

By: DocuSigned by:
9B52ECD9D7E04B4...
Eileen Fields
Authorized Representative

Eileen Fields
Printed Name
3/22/2018 | 2:19 PM PDT

Acceptance Date
Matthew - 68496 Acosta
Sales Agent (Print)

DMWEST #7573205 v7 REV. 5/25/2011 esig_6/16/2016

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Name: **Richard S. Klingel** Loan Number: **27677679**

Name: **Joan M. Klingel**

Name:

Name: Home Telephone: **631-585-4240**

Address: **43 Empress Pines Drive, Nesconset, New York 11767** Business Telephone:

CREDITOR: Diamond Resorts U.S. Collection Development, LLC,
c/o Diamond Resorts Financial Services, Inc.
10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	**The dollar amount the credit will cost you:**	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: **$6,300.00**
14.8001 %	**$11,265.40**	**$12,227.00**	**$23,492.40**	**$29,792.40**

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee =		Total Payment	
120	$189.77	+	$6.00	= $195.77	May 6th, 2018 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Default Rate:

Variable Rate: [X] **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). Your participation in the SurePay plan will also terminate upon ten (10) days written notice from us. In such event, your interest rate will increase by **Two** percent (**2%**) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from **$195.77** to **$210.74.**

Prepayment : If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

DocuSigned by: Richard S. Klingel
BA3FE101D62F4F6...

Signature **Richard S. Klingel**

DocuSigned by: Joan M. Klingel
FF626D188513404...

Signature **Joan M. Klingel**

Signature

Signature

March 22nd, 2018
Date

R_05/18/2017_e_sig_03/21/2016_U_08/22/2017

17849805-Promissory Note Multisite Collection

March 22nd, 2018 **Note No.: 27677679**

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **RICHARD S. KLINGEL and JOAN M. KLINGEL** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is **43 Empress Pines Drive Nesconset, New York 11767**, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Twelve Thousand Two Hundred Twenty-Seven and 00/100 ($12,227.00)**, together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Thirteen and 99/100 (13.99%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act. Maker shall pay Holder in **120** equal monthly installments of **One Hundred Eighty-Nine and 77/100** Dollars **($189.77) each, with the first such installment being due and payable on** _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by **Two** percent (**2%**) per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal

balance at the beginning of the month, times the Annual Rate, times a fraction equal to the number of days from the immediately preceding Payment Date through the date of prepayment divided by the number of days in the year. Holder will not charge any collection fee for the month of prepayment and Holder will not charge any collection fees and monthly finance charges attributable to months following any prepayment in full.

This Promissory Note is given in partial payment for a membership in the Diamond Resorts U.S. Collection (the "**Membership**"). Payment of principal, finance charges and other charges hereunder is secured by a security interest established under the Purchase and Security Agreement (the "**Agreement**") of even date herewith by and between Diamond Resorts, as seller, and Maker, as purchaser. The terms and provisions of the Agreement are hereby fully incorporated herein by this reference.

If all or any part of the Membership or an interest therein is sold or otherwise transferred by Maker (whether such interest is legal or equitable, present or future, vested or contingent) without Holder's prior written consent (which consent may be withheld for any reason whatsoever), excluding (i) the creation of a lien or encumbrance subordinate to the Agreement; (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iii) the grant of any leasehold interest of one (1) week or less not containing an option to purchase the Membership, then Holder may, at Holder's option, except to the extent prohibited by law, declare all of the amounts secured by the Agreement to be immediately due and payable.

Upon the failure of Maker to make any payment required under this Promissory Note in accordance with the terms hereof or Maker's breach of any of the other covenants or agreements contained herein or in the Agreement, then and in such event, Holder, at Holder's option, subject to any right of reinstatement to which Maker is entitled under applicable law, may (i) declare, without further demand, all of the amounts owed hereunder to be immediately due and payable; and (ii) pursue all rights and remedies available to Holder under this Promissory Note and the Agreement by appropriate proceedings. To the extent permitted by law, Holder shall be entitled to collect in such proceedings all expenses of enforcement, including but not limited to reasonable attorneys' fees, publication costs, costs of judgment and other searches, and court costs. Failure of Holder to exercise its available rights and remedies hereunder or as provided by law with respect to any default by Maker shall not be deemed to constitute a waiver of such rights or remedies with respect to any subsequent default, whether the same or different in nature.

In the event that any amount due under this Promissory Note is paid more than ten (10) days after the date upon which such amount is due, then Holder shall be entitled to collect a late charge from Maker in an amount equal to the lesser of (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment, provided that such amount does not exceed the maximum late charge permitted to be charged under the laws of the State of Nevada. To the extent permitted by law, Maker shall further be liable to Holder for any out-of-pocket costs incurred by Holder in the event that a check issued by Maker is dishonored for any reason.

During any time in which Maker is in default under this Promissory Note, finance charges may, at Holder's option, accrue on the actual outstanding balance on a simple interest basis at a default rate equal to the maximum lawful rate permitted to be charged by Holder under the laws of the State of Nevada. In the event that there is no such maximum lawful rate, then finance charges shall accrue on the actual outstanding balance on a simple interest basis during such period at a default rate of twenty-five percent (25%) per annum.

In the event that counsel is employed to collect all or any part of the indebtedness evidenced hereby, whether at maturity or following acceleration, to the extent permitted by law Maker agrees to pay Holder's reasonable attorneys' fees, whether suit be brought or not (including any fees associated with appeals or bankruptcy proceedings), and all other costs and expenses reasonably incurred in connection with Holder's collection efforts.

Maker and any endorser, guarantor, or surety, jointly and severally, hereby waive presentment, protest, demand, notice of protest, and dishonor of this Promissory Note, and expressly agree that this Promissory Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker or any endorser, guarantor, or surety hereof. To the extent not prohibited by applicable law, Maker also waives any rights to any stay of execution and the benefit of all homestead and/or other exemption laws now or hereafter in effect.

This Promissory Note shall be the joint and several obligation of each person signing below and shall apply to and bind each of them and each of their respective heirs, successors, personal representatives, and assigns.

The validity, construction, and enforceability of, and the rights and obligations of Maker and Holder under, this Promissory Note shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

In the event that any one or more of the provisions of this Promissory Note shall for any reason be held to be invalid or unenforceable, in whole or in part or in any respect, then such provision or provisions only shall be disregarded as though not contained herein and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

It is the intent of Holder to comply fully with all interest and usury laws of the State of Nevada, as currently enacted or hereafter in effect. Notwithstanding any provision hereof to the contrary, in no event shall this Promissory Note require the payment or permit the collection of interest in excess of the maximum amount of interest permitted under the laws of the State of Nevada. In the event that the amount of interest contracted for, charged, or received under this Promissory Note exceeds the maximum amount of interest permitted under the laws of the State of Nevada, then the provisions of this paragraph shall govern and control, and neither

Maker nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it exceeds the maximum amount of interest permitted under the laws of the State of Nevada. Any such excess interest which may have been collected by Holder shall, at the option of Holder, either be applied as a credit against the unpaid principal balance hereof or be refunded to Maker, and the effective rate of interest shall be reduced to the maximum rate of interest permitted to be charged under the laws of the State of Nevada.

Except for any notice required under applicable law to be given in another manner, any notice that either party desires or is required to give the other party under this Promissory Note shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) three (3) business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) one (1) business day after being sent via overnight courier service such as Federal Express, addressed to the applicable party at the address therefor stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this paragraph. If Maker consists of more than one (1) person, then notice to any of them shall be deemed to constitute notice to all of them.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAKER:

DocuSigned by:
BA3FE101D62F4F6...

Richard S. Klingel
Printed Name

DocuSigned by:
FF626D188513404...

Joan M. Klingel
Printed Name

Printed Name

Printed Name

Diamond Resorts Corporation

17849805-ACH Surepay Authorization Form

VOLUNTARY SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("**SurePay Plan**") for automatic payment of your principal and interest on your Promissory Note through your checking or savings account.

Part A: Checking/Savings Account SurePay Plan

By indicating Automatic Checking/Savings Account Payment and signing, I hereby pre-authorize **Diamond Resorts Corporation**, its subsidiary and affiliated companies and/or its service provider (collectively referred to as "**COMPANY**") to initiate electronic funds transfers from my checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I agree to provide such voided check to COMPANY within 15 days from the day I sign this Authorization.

This authority is to remain in full force and effect for "Note Payment," as indicated below, until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Note Payment — Monthly Payment Amount $195.77

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

☒ Automatic Checking Account USD
☐ Automatic Savings Account USD

Terms and Conditions of Participation in SurePay Plan for Note Payment:

I understand and agree to the following: If, at any time prior to the date the Promissory Note is paid in full, I elect to terminate my participation in the SurePay Plan, or I close the designated bank account, or I fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I stop payment on or rescind this SurePay Plan authorization, the annual interest rate on the Promissory Note is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my participation in the SurePay Plan upon ten (10) days' written notice to me. In the event of such termination by Company, the annual interest rate on the Promissory Note is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Note Payments should be sent to: Portfolio Department, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 877.DRI.CLUB (877.374.2582).

Optional Nature of Authorization:
Please note that you are not required to pay your Promissory Note by means of preauthorized electronic fund transfers from your checking or savings account. You have the option of making your installment payments without participating in the SurePay Plan. By signing this Payment Authorization Form, you acknowledge that you are voluntarily choosing the convenience of making your payments in the manner indicated through the SurePay Plan.

Part B: Authorization

Pre-authorization for automatic payment:

Name(s):	Signed:	Date:
Richard S. Klingel	DocuSigned by: BA3FE101D62F4F6...	3/22/2018 | 2:02 PM PDT
Joan M. Klingel	DocuSigned by: FF626D188513404...	3/22/2018 | 2:02 PM PDT
		3/22/2018 | 2:02 PM PDT
		3/22/2018 | 2:02 PM PDT

Part C: Depository Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Transit / ABA Number: _____

Account Number: _____

PURCHASER'S UNDERSTANDING AND ACKNOWLEDGMENT

Diamond Resorts International® thanks you and welcomes you to one of the most flexible and enjoyable vacation plans in the world! Please review and initial the following summary items. Capitalized terms are defined in your Purchase Agreement. We look forward to exceeding your expectations.

I understand and acknowledge the following:

1. DS DS ____ **Membership.** This purchase is for **5000** Points for the purchase price of **$17,900.00**

2. DS DS ____ **Points.** Title to the Resort Interests is held in the U.S. Collection Trust by an independent Trustee for the benefit of the Members. In approximately 6-8 weeks a Collection Membership Certificate with an Eagle 9 UCC Vacation Interest Insurance policy will be mailed to my home and my Points will be available at that time or at the beginning of my first Use Year on **2018**.

3. DS DS ____ **Annual Fees.** Enrollment in THE Club exchange program is voluntary. My Club Dues are billed annually along with my Maintenance Fees. My first year's Maintenance Fees and Club Dues are estimated to be **1,305.00**, and are subject to annual increases not to exceed 25% per year under governing law. My Maintenance Fees must be current to make reservations. The purchase of additional Points will not decrease my Maintenance Fees. If my Points are available during the current calendar year, my Maintenance Fees will be billed within 45 days. Otherwise, my Maintenance Fees will be billed in the fourth quarter of every year.

4. DS DS ____ **Saving and Borrowing Points.** I must be current on all payments to make reservations and use save, borrow, or exchange my Points. I must pay the Maintenance Fees for the upcoming Use Year to borrow Points. Points do not roll over to the next year and they will expire on December 31st unless I save them. I can save a percentage of Points for use in the following year according to this schedule:

If I save by this date:	I can save the following Points:
June 30	100% of my Points
August 31	50% of my Points
October 31	25% of my Points
After October 31	None of my Points

5. DS DS ____ ***Reservations.*** I may make a reservation up to **13 months** before check-in at any of my Home Collection Resorts. I may make a reservation up to **10 months** before check-in at any of THE Club affiliated resorts. All reservations for the Collection and THE Club are confirmed on a first-come, first-served, space-available basis. Reservations at specific accommodations are not guaranteed. I will lose some or all of my Points used to make a reservation if I cancel that reservation fewer than 91 days before my scheduled arrival date unless I purchase a Reservation Protection Plan at the time of booking.

6. ____ ***Personal Use.*** This purchase is for personal use and enjoyment and it does not create an undue financial burden for me. I am not purchasing a Membership as a financial investment or for financial returns of any kind, including through resale, rental, or tax advantages. Diamond does not offer a rental, resale or buyback program and makes no representation regarding tax deductions, refinancing opportunities, or that there will be a secondary market for the sale of Points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out Points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

7. ____ **Transferring Membership.** In the event I transfer my membership, the Association may deny a transfer if the buyer is a known or suspected fraudulent entity or person or is delinquent in the payment of any fees. A transfer fee of $**250** will apply for approved transfers. My Membership is perpetual.

8. DS DS ____ **THE Club.** If I elected to enroll in THE Club, copies of THE Club Documents that I received describe the current benefits available through THE Club, instructions for making a reservation, calculating the number of Points that I will need for each of my vacations and any other point redemption benefits. Redeeming Points for reimbursement of travel services does not provide the best monetary value for my Points and is typically not lower in cost than spending cash for the same arrangements. All of THE Club benefits and affiliated resorts are subject to change or termination at any time. Some of THE Club benefits are only available to certain loyalty members.

9. DS DS ____ **Platinum Only Benefits. ONLY** Platinum Loyalty members can redeem up to 50,000 Points to pay part of their annual Maintenance Fees, but that is not the highest and best use of Points. There is a $100 transaction fee and the redemption value is currently $0.04 per Point. Borrowed or saved Points cannot be redeemed to offset the cost of Maintenance Fees, and Points must be redeemed between Nov. 1 and Dec. 31 for the following year's payment.

10. ____ **Interval International.** As part of my membership in THE Club, I will automatically become a member of the Interval International exchange program ("**Interval**") at no extra cost to me for at least the first year. THE Club may change or cancel its affiliation with Interval at any time. Interval membership allows me to request an exchange through Interval using Points, subject to an exchange fee paid to Interval.

11. ____ **Marketing Consent.** By initialing here, I authorize Diamond Resorts International and/or its affiliates and successors to contact me regarding promotional offers at the address, email address and telephone numbers provided below, including autodialed calls, texts and prerecorded messages, regardless of any prior election to the contrary. I understand that I am not required to give consent as a condition of purchasing any goods or services. For information about how Diamond collects, processes and shares your information, please visit www.diamondresorts.com/privacy-policy.

631-585-4240
Home Telephone Number

Telephone Number

6314399155
Cellular Telephone Number

Cellular Telephone Number

By initialing and signing this Acknowledgment I acknowledge that I have read and understand the content of this Acknowledgment and the Purchase and Security Agreement and I have been given as much time as I want and need to review all of the documents in connection with my purchase. I also acknowledge that I have been given the opportunity to ask my Quality Assurance Representative any questions I may have prior to signing any document. The references to "I," "me," and "my" above include all Purchasers named below.

PURCHASER(S):

DocuSigned by:
BA3FE101D62F4F6...
Signature

March 22, 2018
Date

Richard S. Klingel
Printed Name

DocuSigned by:
FF626D188513404...
Signature

March 22, 2018
Date

Joan M. Klingel
Printed Name

Signature

March 22, 2018
Date

Printed Name

Signature

March 22, 2018
Date

Printed Name

DIAMOND Resorts

Stay Vacationed.

THE CLUB COMBINATIONS℠ TERMS AND CONDITIONS

On behalf of The Club (operated by Diamond Resorts International Club, Inc. ("**DRIC**")) we welcome you to The Club Combinations program (the "**Program**"). To help assure your understanding, please review these Terms and Conditions and initial each of the following items where indicated. Unless otherwise defined, capitalized terms have the meaning given to them in The Club Articles.

Qualifying Interest

To be eligible for the Program, you must purchase at least 50% of the declared amount of Points which you intend to deposit into the Program today and you must qualify (or have purchased enough Points, including your assigned Club Combination Points to qualify) for loyalty level status in The Club. Because you have purchased **5000** Collection Points today, each Use Year you will be allowed to assign to The Club the use and occupancy rights you own associated with **10005** timeshare ownership interest ("**Qualifying Interest**") located within a resort property, that is not a boat or campground, which is affiliated with II or RCI ("**Qualifying Resort**") in exchange for Points in The Club. A Qualifying Interest is a timeshare interest you own in a Qualifying Resort and which falls into one or more of the following three categories ("**Participation Categories**"): (i) an independent resort property or multisite vacation ownership plan that is not affiliated with The Club through an affiliation agreement or otherwise; (ii) a resort property which may be affiliated with The Club but does not allow owners within such resort to convert their timeshare interests into The Club pursuant to restrictions set forth in the controlling affiliation agreement or other document governing such resort, or (iii) is not managed by Diamond Resorts Management, Inc. or Resort Management International, Inc. **Each use year, you remain liable for the ownership of your Qualifying Interest, as well as any and all maintenance fees due, taxes, assessments and/or loan obligations related to it.**

Points Valuations

The Point values allocated to your Qualifying Interest are established based upon the Qualifying Resort's seasonality and unit size at the time of deposit as designated by II or RCI and as published on The Club Combinations Points Valuation charts below. The Club Combinations Points Valuation charts may be modified by The Club in its sole discretion without prior notice.

The Club Combinations Resort Points Valuation

Season	Hot/Eff	Studio	1-Br	2-Br	3-Br	4-Br
Low	2,000	2,250	3,000	4,000	5,000	5,500
Mid	3,000	3,500	4,750	6,250	7,500	8,250
High	4,000	5,500	6,500	8,500	10,000	11,500

The Club Combinations Points Club Points Valuation

NON DRI Points Club	DRI Points Conversion
Wyndham Club Access	0.05
WorldMark by Wyndham	0.9
Marriott Vacation Club	2.7
Shell Vacations	1.9
BlueGreen	0.6
Hyatt	4.7

NON DRI Points Club	DRI Points Conversion
Holiday Inn – Orange Lake	0.07
Festiva	1.3
RCI Points	0.23
Disney Vacation Club	17.3
Global Vacation Club	4,760

The Club has the unilateral right, in its sole and absolute discretion, to reject the assignment of the use and occupancy rights associated with your Qualifying Interest. The Club is not responsible for the actions of your Qualifying Resort should your Qualifying Resort refuse to participate with the Program and not exchange with The Club.

Use of Points

Points associated with the Program count toward your Club loyalty level status regardless of whether your Qualifying Interest is assigned to The Club or not. Points are only eligible for reservations if the Qualifying Interest is assigned and deposited with The Club. You must make a reservation for your Qualifying Interest in the name of the Program and reservations deposited with The Club must only be for seven (7) consecutive nights. The qualifying reservation must be deposited with The Club at least 6 months prior to the first date of occupancy and not more than 2 years in advance. You must complete The Club Combinations Exchange Form or Verification Deposit Form for each deposit. It may take up to 30 days to process each deposit. The reservation must be confirmed by the Qualifying Resort and The Club or partner company of The Club. There shall be no cost to The Club or the in-bound guest, for reservation or other fees by the Qualifying Resort, this includes all-inclusive Qualifying Resorts, based on double occupancy. Points will be made available the same Use Year as the Use Year in which your qualifying reservation arrival date occurs. Points based on the deposit of a Qualifying Interest with The Club may only be used for reservations at Club Resorts. Points may also be used for Club Benefits such as travel services, home and lifestyle, money matters, etc. You must use your Points in accordance with the Club Documents, which entitle you to make reservations at Club Resorts 10 months or less from the arrival date. **If you cease to own your Qualifying Interest, points in this Program will no longer count towards loyalty status.**

Fees

You will retain ownership of your Qualifying Interest and you will remain liable for any and all maintenance fees due, taxes, assessments and/or loan obligations for points associated with the Qualifying Interest whether deposited with the Program or not, and ensure there are no encumbrances affecting your use rights. You must be a member of The Club in good standing and a member in good standing at your Qualifying Resort in order to use your Points. **In addition to the fees associated with your Qualifying Interest, you must pay all of The Club dues, including any per point Club fees whether a Qualifying Interest is assigned to The Club or not. Also, a $104 banking fee will be required for each Qualifying Interest assigned to The Club.** A discounted administration fee of $84 for Silver, $64 for Gold and $54 for Platinum loyalty level Club members will be assessed. The Club reserves the right to periodically modify fees without prior written notice. Inventory lists vary and change from time to time. Should you have any questions please call your customer service representative.

UNDERSTANDING AND ACKNOWLEDGMENT

DS DS

1. I understand and acknowledge that I have read and understand the above Terms and Conditions for the Program and that this form and The Club Combinations Exchange Form, together with The Club Combinations Presentation Confirmations and The Club Documents contain the entire agreement between The Club and me. I acknowledge that we have had an opportunity to inquire of the sales representative any questions I may have had with regard to these Terms and Conditions. I also understand that I may not rely upon any representations, oral or written, which are not set forth in such documents.

DS DS

2. I understand that I will continue to retain ownership of, and must be a member in good standing at, my Qualifying Interest as well as with The Club in order to participate in the Program. I will be responsible for all charges, taxes, assessments, loan payments and maintenance fees associated with that ownership prior to depositing my Qualifying Interest into The Club.

DS DS

3. I understand that I cannot use any Points associated with my Qualifying Interest unless I deposit my use rights and those use rights are accepted by The Club. I also understand that I am responsible to act on any additional procedures needed by either The Club or a partner company of The Club to complete my deposit request.

DS DS

4. I understand and acknowledge that The Club has the unilateral right to reject the assignment of my Qualifying Interest and The Club is not responsible if my Qualifying Resort does not honor an exchange request with The Club.

DS DS

5. I understand that I will not be eligible to participate in the Program and that my timeshare interest will cease to be a Qualifying Interest in the event my resort does not qualify for one of the Participation Categories or its affiliation with II or RCI terminates. If affiliated with The Club, alternative arrangements may be made to accommodate me.

DS DS

6. I understand the Points associated with my Qualifying Interest may be modified for future deposits at any time, and without notice, by The Club in its sole and absolute discretion.

DS DS

7. I understand that only those certain Qualifying Interests designated in this document below as Declared Inventory, are eligible for the Program. Once a reservation is verified, either a representative from The Club Combinations or a partner company of The Club will contact me.

DS DS

8. I understand that in addition to my maintenance fees and other charges associated with my Qualifying Interest, I will be obligated to pay The Club dues, including any per point Club fees whether a Qualifying Interest is assigned to The Club or not. Also, a $104 administration fee will be required for each Qualifying Interest assigned to The Club. A discounted administration fee of $84 for Silver, $64 for Gold and $54 for Platinum loyalty level Club members will be charged.

DS DS

9. I understand and acknowledge that participation in the Program is not assignable or transferable by me. I acknowledge that The Club has the unilateral right to discontinue the Program or The Club without prior notice, provided that all previously confirmed reservations will be honored.

DS DS

10. I understand and acknowledge that Points associated with my Qualifying Interest count towards my Club loyalty level status regardless of whether I deposit my Qualifying Interest or not. I understand that those Points will only be available for the reservation of accommodations if I deposit and my Qualifying Interest is accepted by The Club. I understand that Points associated with my Qualifying Interest may be used to reserve accommodations at Club Resorts and any other Club Reservation. They may be used for any other Club Benefits such as travel services, home and lifestyle, money matters, etc. I understand if I cease to own my Qualifying Interest, points in this Program will no longer count towards loyalty status.

DS DS

11. I understand that Points associated with my Qualifying Interest may only be used for the payment of my Diamond Resorts timeshare maintenance fees if I am a Platinum Loyalty level member and this may be subject to change.

Declared Inventory

Resort 1 Name: **RCI Points** City: **Sedona** State: **AZ**

Affiliation: **RCI** Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ☐ Fixed ☐ Float ☐ Points

Declared Point Value: **10005**

Resort 2 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ☐ Fixed ☐ Float ☐ Points

Declared Point Value: _____

Resort 3 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ☐ Fixed ☐ Float ☐ Points

Declared Point Value: _____

Resort 4 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ☐ Fixed ☐ Float ☐ Points

Declared Point Value: _____

Resort 5 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ☐ Fixed ☐ Float ☐ Points

Declared Point Value: _____

Resort 6 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ☐ Fixed ☐ Float ☐ Points

Declared Point Value: _____

Resort 7 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ❑ Fixed ❑ Float ❑ Points

Declared Point Value: _____

Resort 8 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ❑ Fixed ❑ Float ❑ Points

Declared Point Value _____

Resort 9 Name: _____ City: _____ State: _____

Affiliation: _____ Accommodation Size: _____

Season (RCI or II): _____ Ownership: *(check one)* ❑ Fixed ❑ Float ❑ Points

Declared Point Value: _____

DocuSigned by:

BA3FE101D62F4E6...

Richard S. Klingel

March 22, 2018
Date

DocuSigned by:

FE626D188513404...

Joan M. Klingel

March 22, 2018
Date

March 22, 2018
Date

March 22, 2018
Date

Point Program Deposits

Some Points Program Deposits require processing from DAE Verification Services, a Partner Company of The Club. In those cases you authorize DAE Verification Services, to verify and secure your week per the DAE Verification Services Points Program Deposits terms and conditions below:

Points Program Deposits Terms and Conditions:

a. You will need to contact your Points resort operator to book a 7-night reservation at a resort within your timeshare plan using your Points, and receive a Points Reservation Confirmation. Check-in date must be a minimum of 6 months, and up to 2 years from the date of reservation and the unit size must be a 1-bedroom or larger.

b. A completed Verification Services Points Program Deposit Form must be completed online at DiamondResorts.com or via direct mail form and then will be sent, on your behalf, from The Club to DAE Verification Services. You may be asked to submit the Points Reservation Confirmation by email. You can also contact DAE Verification Services by phone toll-free in the USA and Canada at 1 (844) 837-3887 or international at +1 (602) 427-4400 or by email at VerificationServices@daelive.com.

c. By submitting a copy of your Points Reservation Confirmation, along with the completed Verification Services Points Program Deposit Form to DAE, you agree that the rights of your Points Reservation are given to DAE Verification Services.

d. You also agree and understand that DAE Verification Services will contact you at a later date, and ask you to submit a Guest Name Change for the Points Reservation Confirmation you have submitted, once DAE Verification Services obtains and incoming guest. You also agree you will be responsible for any Guest Name Change fees levied by your Points Program if applicable.

e. You also warrant and understand that if you fail to complete the DAE Verification Services Guest Name Change request, or any other procedure outlined within the DAE Verification Services Points Program Deposit process, your Deposit will be null and void and in the event points were received for the deposit prior to process completion, those points will be reversed.

f. You also agree to send DAE Verification Services an updated Points Reservation Confirmation reflecting the Guest Name Change.

g. DAE Verification Services reserves the right to accept or deny any Points Program Deposit. By Submitting a DAE Verification Services Points Program Deposit Form you warrant that: You have paid all Maintenance Fees / Point Program Fees, and any other charges with respect to your deposited Points entitlement, including future Guest Name Change Fees associated with this deposit if applicable; You are legally entitled to deposit your Points entitlement; You will adhere to all terms and conditions of your agreement with your club; You have not committed, and will not commit, your Points entitlement to any other use.

Initials : DS DS

Fixed and Float Week Program Deposits

Some Fixed and Float Week Deposits require processing from DAE Verification Services, a Partner Company of The Club. In those cases you authorize DAE Verification Services, to verify and secure your week per the DAE Verification Services terms and conditions below:

Fixed or Float Week Deposits Terms and Conditions:

a. You will need to contact your resort operator to book a 7-night reservation using your Float or Fixed Assignment, and receive a Reservation Confirmation.
b. Check-in date must be a minimum of 6 months and up to 2 years from the date of reservation.
c. A DAE Verification Services Deposit Authorization Form must be completed online at DiamondResorts.com, or via direct mail form, and then will be sent, on your behalf, to DAE Verification Services.
d. By submitting a DAE Verification Services Deposit Form to DAE Verification Services you agree that the rights of your entitlement are given to DAE Verification Services.

You agree and understand that if you fail to complete the DAE Verification Services procedures outlined within the DAE Verification Services Deposit process, your Deposit will be null and void and in the event Points were received for the deposit prior to process completion, those Points will be reversed.

a. DAE Verification Services, if needed, will contact you directly to gather any additional information to facilitate your deposit. DAE Verification Services can be contacted by email at VerificationServices@daelive.com. You can also contact DAE Verification Services by phone toll-free in the USA and Canada at 1 (844) 837-3887 or international at +1 (602) 427-4400.
   - You also agree and understand that DAE Verification Services may contact you and ask you to submit a Guest Name Change for the Reservation Confirmation you have submitted, once DAE Verification Services obtains and incoming guest. You also agree you will be responsible for any Guest Name Change fees levied by your Resort if applicable. You also agree to send DAE Verification Services any updated Reservation Confirmation reflecting the Guest Name Change.

b. DAE Verification Services reserves the right to accept or deny any Deposit. By Submitting a DAE Verification Services Deposit Form you warrant that: You have paid all Maintenance Fees, and any other charges with respect to your deposited entitlement, including future Guest Name Change Fees associated with this deposit if applicable; You are legally entitled to deposit your entitlement; You will adhere to all terms and conditions of your agreement with your club; You have not committed, and will not commit, your entitlement to any other use.

DocuSigned by:
Richard S. Klingel
BA3FE101D62F4F6...
Signature: Richard S. Klingel
Date 03/22/18

DocuSigned by:
Joan M. Klingel
FF626D188513404...
Signature: Joan M. Klingel
Date 03/22/18

Signature:
Date 03/22/18

Signature:
Date 03/22/18

15844_Rev. 6/11/15_U6262015_esig03232017

17849805-STD Club Option Save

ACKNOWLEDGMENT OF REQUEST TO SAVE POINTS

Date: **March 22, 2018**

Owner's Name: **RICHARD S. KLINGEL and JOAN M. KLINGEL**
Contract Number: **17849805**

Number of Points to Save: _____

RICHARD S. KLINGEL and JOAN M. KLINGEL:

_____/_____ We/I acknowledge that we/I have requested that the Points allocated for the year **2018** be saved for use in the year **2019**.

_____/_____ We/I acknowledge we/I understand this saving process is being done at our request for **the current year only** and that any and all future requests to save Points will be our responsibility. Future requests to save Points must follow the procedures and deadlines set forth in the Rules & Regulations for THE Club®.

_____/_____ We/I acknowledge we/I understand that if we/I decide to borrow any or all of our future Points from the next year, we/I will be required to prepay a portion of Club Dues and Property Owners Association fees for the next year in order to access these Points.

Richard S. Klingel	**Joan M. Klingel**
Printed Name	Printed Name
Printed Name	Printed Name

Quality Assurance Officer

****Contracts Department: Return this completed form to THE Club® with the Membership information.**
For THE Club® use only:

- ❑ Request to save Points on Purchase Proposal
- ❑ Request to save Points on Verification Sheet
- ❑ Request to save Points entered in ATLAS remarks

DIAMOND Resorts

Stay Vacationed.

Date: March 22, 2018

Membership: 9 - 577725459
Richard S. Klingel
43 Empress Pines Drive
Nesconset, Ny 11767

ASSOCIATE MEMBERS

In accordance with The Club Articles, the Primary Member may identify not more than three additional individuals from whom the Club Operating Company may take direction in connection with making reservations and exercising other membership rights. Such authorization does not transfer or in any way effect the ownership of the Interests enrolled in The Club. In the event of a dispute or contradictory directions, the directions of the Primary Member shall be final. Please provide the information requested for individual(s), as well as whether you are requesting to Add/Remove access to the membership below:

	Associate Member:	
[X] ADD	Mailing Address:	
[ ] REMOVE	City, State & Zip:	
	Home Telephone:	Work Telephone:

	Associate Member:	
[X] ADD	Mailing Address:	
[ ] REMOVE	City, State & Zip:	
	Home Telephone:	Work Telephone:

	Associate Member:	
[X] ADD	Mailing Address:	
[ ] REMOVE	City, State & Zip:	
	Home Telephone:	Work Telephone:

Member Signature(s):

Richard S. Klingel

Joan M. Klingel

Dated: 03/22/2018

Mail To: Diamond Resorts
Attn: Club Contracts
10600 W Charleston Boulevard
Las Vegas, NV 89135

r_3-2-2017_esig_6-9-2017

Diamond Resorts U.S. Collection

17849805-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **March 22nd, 2018** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
3.5% Buyer Financed Closing	BUY	1		
DEP - *Diamond Bonus Points	SEL	3750		
US Owner Kit Tablet Point	SEL	1		

*Additional Amount(s): **$0.00**

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

DocuSigned by:
Richard S. Klingel
BA3FE101D6254F6...
Signature: **Richard S. Klingel** Date: **March 22nd, 2018**

DocuSigned by:
Joan M. Klingel
FF626D188513404...
Signature: **Joan M. Klingel** Date: **March 22nd, 2018**

Signature: Date: **March 22nd, 2018**

Signature: Date: **March 22nd, 2018**

SELLER:

Signature **March 22nd, 2018** Date

Printed Name

4814_Rev 4-5-2012_esig02232016

17849805-Diamond Bonus Points Acknowledgement

ACKNOWLEDGEMENT
Diamond Bonus Points / Diamond Dream Holiday Package

Sale Date: March 22nd, 2018

Diamond Bonus Points:

DS DS I/We understand if I/we choose to use bonus points to book THE Club® reservations of my/our choice, the term of eligibility to use these points along with any other qualifying loyalty benefits is from time of qualification until December 31st, 2019.

DS DS I/We understand increased membership level will not be reflected on my account until I have fulfilled the qualifications for Diamond Bonus Points activation. Activation occurs when at least 20% down payment has been received and membership has been setup or 15% down payment has been received plus four consecutive monthly payments have been made on the purchase loan.

DS DS I/We understand Diamond Bonus Points will be exempt from incurring annual per point maintenance fees, however, I/We will be responsible for Club fees applicable to the Bonus Points for the time period in which they may be used.

Diamond Dream Holiday Package:

DS DS I/We understand if I/we choose to use bonus points to book a Diamond Dream Holiday Package, reservations must be made 120 days in advance of arrival.

DS DS I/We understand travel must be completed by March 22, 2019, which is 365 days from the purchase date.

DS DS I/We understand all flights must originate and return from the same major US airport. All flights are booked economy coach class. Additional restrictions may apply.

DS DS I/We understand there will be a $99 reservation fee for all Diamond Dream Holiday reservations.

DS DS I/We understand Diamond Loyalty upgrades do not apply to the Diamond Dream Holiday.

DS DS I/We understand there are blackout dates five (5) days before and after President's Day, Easter, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day.

DS DS I/We understand once confirmed, all Diamond Dream Holiday reservations are final.

DS DS I/We acknowledge that I/we have received a Diamond Dream Holiday TRIFOLD Brochure that explains the details of participation and the telephone number to book my vacation.

PURCHASER(S):

DocuSigned by: Richard S. Klingel
BA3FE101D62F4F6...
Richard S. Klingel
Printed Name

DocuSigned by: Joan M. Klingel
FF626D188513404...
Joan M. Klingel
Printed Name

Printed Name

Printed Name

Rev. 11/16/15 u3232017

FACTS WHAT DOES DIAMOND RESORTS FINANCIAL SERVICES, INC. DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Diamond Resorts Financial Services, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Diamond Resorts Financial Services, Inc. share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	No	We don't share

To limit our sharing

❑ Mail the **form** below

Or visit us online at: www.DiamondPrivacyOptions.com

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Call 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member.

Mail-in Form	
Leave Blank OR If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below. ☐ Apply my choices only to me.	Mark any/all you want to limit: ❑ Do not share information about my creditworthiness with your affiliates for their everyday business purposes. ❑ Do not allow your affiliates to use my personal information to market to me. **Name** **Address** **City, State, Zip** **Account #**
Mail To:	Customer Service Department Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard Las Vegas, NV 89135

Who we are

Who is providing this notice?	Diamond Resorts Financial Services, Inc.

What we do

How does Diamond Resorts Financial Services, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Diamond Resorts Financial Services, Inc. collect my personal information?	We collect your personal information, for example, when you ▪ Give us your contact information or apply for financing ▪ Give us your income information or provide account information ▪ Provide employment information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our Affiliates include Diamond Resorts Financial Services, Inc.'s parent company, Diamond Resorts Corporation, and affiliate companies that are subsidiaries including, but are not limited to, non-financial companies such as Diamond Resorts Europe, Diamond Resorts International Marketing, Inc., Diamond Resorts International Club, Inc., Resort Management International, Inc., and Diamond Resorts Management, Inc.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Non-affiliates we share with can include direct marketing companies.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include credit card companies.*

Other important information

For Vermont Customers:

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at https://www.diamondresorts.com/Privacy-Policy or call Call 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member.

IMPORTANT PRIVACY CHOICES FOR CONSUMERS

For California Residents

You have the right to control whether we share some of your personal information.

Please read the following information carefully before you make your choices below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choices

Restrict Information Sharing With Companies We Own or Control (Affiliates): Unless you say "No," we may share personal and financial information about you with our affiliated companies.

(__) **NO,** please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

(__) **NO,** please do not share personal and financial information with outside companies you contract with to provide financial products and services.

- -

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you, we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Name:____

Account Number(s): ______________________________________

Signature:____

To exercise your choices, please do one of the following:

1. Fill out, sign and send back this form to us using the envelope provided (you may want to make a copy for your records);
2. Call this toll-free number 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member;
3. Reply electronically by contacting us through the following internet option: www.DiamondPrivacyOptions.com.

Florida

17849805-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Multisite Rules and Regulations
- ☐ Schedule of Reservation Rates
- ☐ Entire Purchase and Security Agreement
- ☐ Receipt for Timeshare Documents
- ☐ THE Club® Exchange Documents
- ☐ Interval International Document
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Truth In Lending Disclosure Statement
- ☐ Sure Pay Authorization
- ☐ Privacy Policy
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

DocuSigned by:
BA3FE101D62F4F6...
Signature — March 22nd, 2018 Date

Richard S. Klingel
Printed Name

DocuSigned by:
FF626D188513404...
Signature — March 22nd, 2018 Date

Joan M. Klingel
Printed Name

Signature — March 22nd, 2018 Date

Printed Name

Signature — March 22nd, 2018 Date

Printed Name

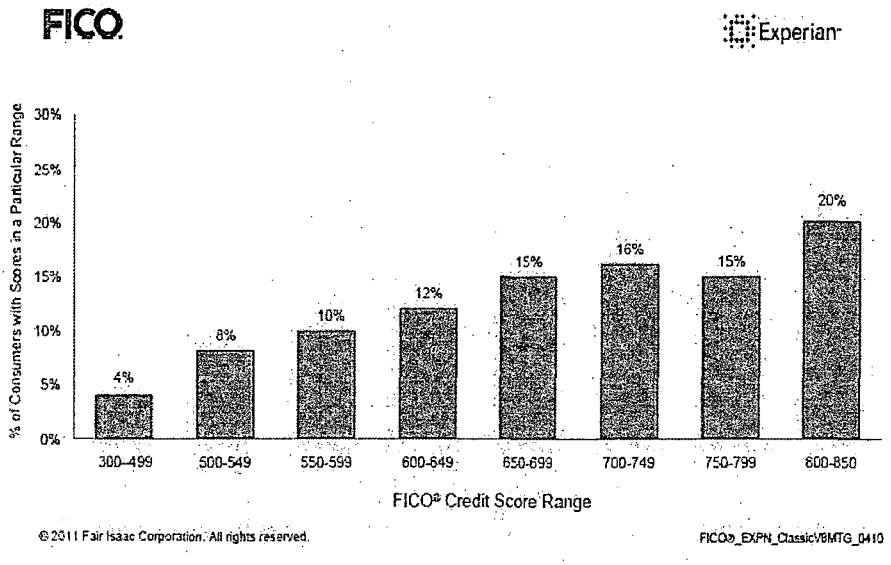
The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

Rev 1-7-09 _esig04072017

Diamond Resorts Financial Services, Inc.
Your Credit Score and the Price You Pay for Credit

Richard S. Klingel
43 Empress Pines Drive, Nesconset, New York 11767

Your Credit Score	
Your Credit Score	**788** Source: ☒ **Experian** ☐ **Equifax** Date: **March 22nd, 2018**

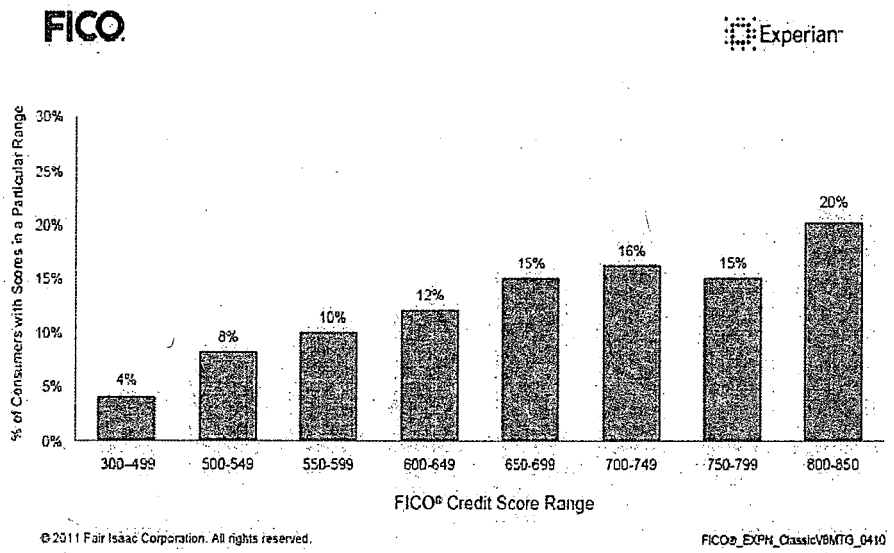
Understanding your Credit Score	
What you should know about credit scores	Your credit score is number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	

Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contract the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report --- *By Telephone:* Call toll-free: 1-877-322-8228 *On the web:* Visit www.annualcreditreport.com *By Mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trad Commission's website at http://www.ftc.gov/bcp/conline/include/requestformafinalpdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information	For more information about credit reports and your rights under federal lay, visit the Federal Reserve Board's web site at www.federalreserve.gov , or the Federal Trade Commission's web site at www.ftc.gov.

Diamond Resorts Financial Services, Inc.
Your Credit Score and the Price You Pay for Credit

Joan M. Klingel
43 Empress Pines Drive, Nesconset, New York 11767
17849805

Your Credit Score	
Your Credit Score	765 Source: ❑ **Experian** ❑ **Equifax** Date: **March 22nd, 2018**

Understanding your Credit Score	
What you should know about credit scores	Your credit score is number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	

Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contract the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report --- *By Telephone:* Call toll-free: 1-877-322-8228 *On the web:* Visit www.annualcreditreport.com *By Mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trad Commission's website at http://www.ftc.gov/bcp/conline/include/requestformafinalpdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information	For more information about credit reports and your rights under federal lay, visit the Federal Reserve Board's web site at www.federalreserve.gov , or the Federal Trade Commission's web site at www.ftc.gov.

Office of the Attorney General
State of Florida
Capitol – PL-01
Tallahassee, FL 32399

1006 32399 $6.70
R2305H130267-22

PRIORITY® ★ MAIL ★

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- USPS TRACKING™ INCLUDED*
- INSURANCE INCLUDED*
- PICKUP AVAILABLE

* Domestic only

WHEN USED INTERNATIONALLY, A CUSTOMS DECLARATION LABEL MAY BE REQUIRED.

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UNITED STATES POSTAL SERVICE®

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FROM: Klingel
43 Empress Pier Dr
Nesconset, NY
11767

TO: Office of the Atty General
State of Florida
Capitol - PL - 01
Tallahassee, FL
32399
Attn: Complaints

Label 228, July 2013

FOR DOMESTIC AND INTERNATIONAL USE

EXPECTED DELIVERY DAY: 09/15/2018

USPS TRACKING NUMBER

9505 5143 7036 8255 2194 88

3

PS00001000014

EP14F July 2013
OD: 12.5 x 9.5

VISIT US AT USPS.COM®
ORDER FREE SUPPLIES ONLINE

UNITED STATES POSTAL SERVICE®

This envelope is made from post-consumer waste. Please recycle - again.

DATE: 11/11/2018

CS/Timesheet

Dear Pam Bondi,

I don't know if you can help my wife & me or not but we have to start somewhere.

We attended a sales meeting with Diamond Retort International. They have lied to us and got us in debt up to our eyes. They have a real big scam going. I hope you have heard from others about there way of doing business. Any help on this matter would be grateful.

Jack & Janet Seal
904-460-2400
JCSEAL@yahoo.com

Mr. Jack C. Seal
8709 River Park Rd
St Augustine FL 32092-1401

CSR

Mr. Jack C. Seal
8709 River Park Rd
St Augustine FL 32092-1401

JACKSONVILLE FL 320

13 NOV 2018 PM 5 L

2018 NOV 19 AM 9:44

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

Office of Attorney General
State of Florida
The Capitol PL-1
Tallahassee, FL.
32399-1050

32399 1050 C001

CS|Timeshare
SR

13245 Piedmont Vista Drive

Haymarket, VA 20169

February 2, 2019

Diamond Resorts U.S. Collection

C/O Rescission Coordinator

Diamond Resorts Financial Services

10600 West Charleston Blvd.

Las Vegas, NV 89135

To Whom It May Concern:

On February 1, 2019 I signed a Time Share contract with Diamond Resorts International at an office in Orlando, Florida. At this time, I am cancelling that agreement/contract. Please void the contract effective immediately. Please, refund any money you may have that was paid at closing. My loan # is 27111246 and my member number #178310841. As of this letter, per contract writing, our contract is now null and void since you will have received my request for cancellation within the 10 day period.

Thank you for your prompt attention in this matter.

Sincerely,

Richard A. Carey

Richard A. Carey

Cc Office of Attorney General

State of Florida

The Capital PL-01

Tallahassee, FL 32399-1050

CC Angelica Hernandez

Diamond Resorts

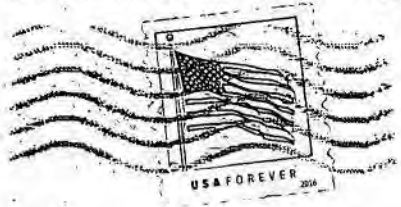
Grand Beach Sales Center

8309 Lake Bryan Beach Blvd.

Orlando, FL 32821

13245 Piedmont Vista Drive
Haymarket, VA 20169

ORLANDO FL 328
02 FEB 2019 PM 3 L



Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, Florida
32399-1050

32399-105099

January 15, 2019
CS/Timeshare
SR

Attorney General of Florida
Office of the Attorney General
State of Florida
The Capital Place 01
Talahassee, Florida
32399-1050

To whom it may concern:

My name is Shalynne R. Hughes I am the complainant. My address is 20 Lincoln Road, West Hempstead, New York 11552. My phone number is (212) 729-1613. My primary language is English My type of complaint is fraud and I am asking for a general investigation. The business that I would like you to investigate is Diamond Resorts/Diamond Resorts International, U.S. Collection Co. Rescission Coordinator. The address of this company is 10600 West Charleston Blvd. Las Vegas, Nevada 89135. These are some of their contact numbers 877 374 2582, 866 839-6573 Ext. 21115 Desirea, 877 905-2844 Ext 13012,

Jessica Delgado) Christian Evans 1702 754-2876
These are some of their email/website addresses
① www.diamondresorts.com/corporate/contact
and ② https://webmail.diamondresorts.
com.

On August 23, 2018 I signed a contract with Diamond Resorts. My location was the Tiki Village, Orlando Florida - This organization has several locations: Florida, Las Vegas, California. I signed a contract to purchase points for family vacations for 10 years. I paid an initial deposit of $2600.00 with a monthly obligation of $174.48 until the balance of $10,855.00 to be paid within 10 years. Upon my return home, I had been told that my points could be used immediately yet when I called I was told my points would not be available until 2020. Yet there was a maintence fee due in January 2019. Also when I reviewed my contract there was a discrepancy in the contract. It stated that I was being charged 120 equal payments in monthly installments of $168.48

of $168.48 with no installment date for the 1st and last payment of the contract. In actuality they withdrew $174.48 monthly from my checking account. I wrote a letter to cancel my contract on August 31st 2018 with a letter to the organization (Diamond Resorts) I faxed that letter to this official number written in the contract which was (702) 240-1986. I followed up this letter that I had faxed with numerous calls to Diamond Resorts and I was given instructions that I would be contacted within 5 business days by Christian Evans. He never contacted me and when I called he never answered. When I left my number and a message on his voicemail he never returned my call.

There was no attempt to refund my deposit of $2600 and my monthly payments of $174.48 for October, November and the 50.00 orientation fee

I would like for Diamond Resorts to return my deposit of $2,600.00 along with the monthly installment payments of $174.48 for September, October, November 2018 and the orientation fee of $50.00.

Sincerely
Geralyne R Hughes

Geralynne Hughes
20 LINCOLN Road
West Hempstead NY
11552

MIDDLE ISLAND
NY 11
30 JAN '19
PM 5

WESTERN NASSAU MPF
JAN 30 2019
11599

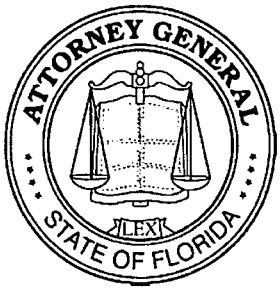
1000

32399

U.S. POSTAGE PAID
FCM LETTER
GARDEN CITY, NY
11599
JAN 30, 19
AMOUNT
$0.55
R2305K135134-7

Attorney General of Florida
Office of the Attorney General
State of Florida
The Capital Place. 01
Tallahassee, Florida 32399-1050

CS/Timeshare
cm



Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. O"Connor Thomas D Last Name, First Name, Middle Initial	Diamond Resorts International Name/Firm/Company
12 Colby Ave Mailing Address	10600 W Charleston Blvd Mailing Address
Framingham City, County	Las Vegas City, County
Massachusetts 01701 State, Zip Code	Nevada 89135 State, Zip Code
508-877-0077 Home & Business Phone, including Area Code	877-787-0906 Business Phone, including Area Code
oakie1220@gmail.com Email Address	diamondresorts.com Business Email or Web Address

Product or Service involved: timeshare week at BSC in Orlando, FL Amount Paid: $ 1010.40

Date of Transaction: _____ I was contacted by: x Telephone x e-Mail ____ Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☒ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

I own a timeshare at Bryan's Spanish Cove (week 9) in Kissimee, Fl. I could not use my week this year because the resort was closed due to construction from 2017 hurricane damage. Usually we deposit an unused week into our RCI bank to be used at a later date. But when we tried to do that we were told by RCI that Diamond Resorts blocked this and we could not deposit our week. Diamond Resorts will not issue a credit for the week they are not letting us use unless I join ther Destination Xchange program for a cost of $149.00 I do not want to join diamond as I already belong to RCI; in other words I either pay diamond $ 149.00 or I lose my week after they already collected my maintenance fee of $ 1,010.40 for the year 2019. In 2018 they charged us a special assesment due to the 2017 hurricane damage on top of that year maintenance fee. As I am an original owner I feel that diamond is taking advantage of me and is breaking florida timeshare\property owners law.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Thomas O'Connor Date: 1/26/2019

Gmail

Tom O <oakie1220@gmail.com>

Fwd: 2019 week.

2 messages

Eileen Neas <eileennoconnor70@gmail.com> Wed, Dec 26, 2018 at 11:57 AM
To: Tom <oakie1220@gmail.com>

this just came in

--------- Forwarded message ---------
From: **Schmalholz, Nicholle** <Nicholle.Schmalholz@diamondresorts.com>
Date: Wed, Dec 26, 2018 at 11:37 AM
Subject: 2019 week.
To: eileennoconnor70@gmail.com <eileennoconnor70@gmail.com>

Good Afternoon Mr Oconner,

Since your resort is closing for the week that you own, Diamond resorts is providing all of our owners a credit for their lost week. In order to provide you the credit for your lost week you will need to join the Destination Xchange program. We are going to waive the enrollment fee for you, but when it comes to using your week there will be a $149 exchange fee that you will need to pay when booking online and $159 over the phone. Unfortunately we are unable to waive the exchange fee for you. If this is something you would like to take advantage of to save your week (due to resort closure) please give us a call in owner services at 1.800.463.7256.

Thank you,

Nikki

Nicholle Schmalholz | Owner Services | DRI Virginia Beach Admin | Tel: 407.226.1000 Ext 10366

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Thomas O'Connor
12 Colby Ave
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February 8, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: ***Name:*** *Claudia Hood*
Address: *3025 Ems Glen Lane, Arnold, MO 63010*
Owner #: *5588804*
Dates Purchased: *11/29/08*

Dear Ms. Gaxiola:

Our client as referenced has retained this firm in order to take issue with certain sales and business practices employed in the purchase and handling of her resort vacation interest with your company. Your records will reflect that Ms. Hood and her then-husband Guy Hood paid approximately $22,332.81 in consideration of a timeshare interest on March 15, 2009, including an initial cash deposit of $2,243.00, while financing the remaining $20,089.81.

In accordance with 15 U.S.C. § 1692c(a)(2) and/or Fla. Stat. §559.72 we must respectfully insist that all future communications regarding associated obligations be directed to this office. Issues arising from our client's purchase have to do with certain misrepresentations that were made to her during the sales presentation and the inability to access the resort network on reasonable terms and conditions.

Concerning misrepresentations made during the sales process, some background is appropriate. The Hoods were vacationing in the Orlando, Florida area and staying at a Diamond property when they were approached by a member of your marketing team offering to pay for one day of their hotel stay if they would attend a "presentation" of some kind. The nature of the meeting was defined only in vague terms; the Hoods were told that it would involve something new that might interest them. They were led to believe that the meeting would last around one hour.

The Hoods sat through an initiation process involving general information about "vacation ownership." Then, they were shown marketing literature depicting luxurious resort destinations in exotic places all around the world. Our client was led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of these resorts and other destinations throughout the network. Ms. Patricia Truelove of the sales staff and manager Mr. Gregory Danner stated that this purchase would appreciate in value similar to an investment in real estate. Mr. Danner and Ms. Truelove led the Hoods to believe that member owners were the only people that would be granted access to the resorts within the network. They also promised a free cruise with a purchase as a "special offer" available for one day only.

After sitting through over three hours of heavy-handed sales pitching, the Hoods wilted under the stress and signed the closing documents. Throughout the closing phase our client was not given adequate time to review the documents. Rather, the closing agent merely flipped through the pages, only stopping to point to where the documents needed to be signed and dated. Our client was ensured that the contract reflected what the sales time presented. However, important disclosures and executions were not properly handled, it now appears, including a review of the public offering statement, and even the conveyance itself.

The sales staff did not explain that many if not most of the destinations depicted in the marketing literature are not accessible except through an exchange network involving additional costs. Also, our client has now come to understand that membership in the resort network does not grant exclusive access to resort accommodations. In fact, it has come to light that she actually has to compete with *non-members* in order to book reservations. The sales staff did not properly disclose the lack of a re-sale market. And it is clear now that membership in the network is not a financial "investment."

And in spite of all the expense, the Hoods have not been able to access the resort network as promised. In fact, they were only able to use their timeshare on two occasions since they purchased it. The Hoods were most disappointed when they attempted to use their timeshare and upon arrival to the resort, they either were placed in a pest infested room or there was no room at all available for them. Furthermore, the free cruise they received turned out to be far less luxurious than the promotional materials implied.

Mr. and Ms. Hood recently went through a divorce, and the divorce decree contains specific language stating that the timeshare must be sold. Ms. Hood is now a single mother to a sixteen-year-old daughter that requires several lifesaving surgeries. Ms. Hood is now burdened with extensive medical bills and income restrictions. To ask her to continue sacrificing basic needs in order to pay for a luxury good such as a timeshare would be unconscionable.

We hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal

dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Lucas E. Schwellenbach, Esq.

LES/ef
CC: Claudia Hood

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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February 13, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Via Certified Mail

Re: ***Name:*** *George and Diana Mendoza*
Address: *3214 Doroteo Way Sacramento, CA 95833*
Contract No.: *1862615*
Date of Purchase: *November 6, 2018*

Dear Ms. or Gaxiola:

Our law firm has been hired to contest the validity of the referenced transaction on behalf of our client. This sale occurred on November 6, 2018 when our clients paid $30,755.00 in order to upgrade their account within your company's timeshare network.

Kindly deal exclusively with our office until advised to the contrary under U.S.C. 15 § 1692 and the equivalent state statutory provisions with respect to the issues at hand. These involve certain materially false statements and other shortcomings in the process that occurred during the course of the closing. In addition, our clients are unable to resell points in the new timeshare point marketplace as told. In fact, our clients have since learned that they purchased a package with benefits that are non-existent.

Our clients visited South Lake Tahoe Nevada where they were offered a free dinner and a $75 Visa card, in exchange for agreeing to sit through an informational meeting regarding updates. They were told that it would last 90 minutes. Joseph Bruell told our clients that, starting in 2019, your company would start to charge an assessment fee on Club Combo points and and that they had the opportunity to invest in your company's new point system to upgrade; that this was the only way to avoid being assessed a fee on Club Combo points.

Initially, Joseph Bruell stated the only way to avoid this new assessment would be to get rid of Club Combo. During this meeting our clients wrote a hand-written request to your company, requesting an exclusion from the Club Combo upgrade, because of this new point

assessment. Mr. Bruell then took our clients request stating the company had accepted this request. However, to accomplish this Mr. Bruell said it would require our clients entering a new contract, a contract with an initial 10,000-point minimum purchase amount. Mr. Bruell then went on to tout the benefits of your program in a number of ways. For instance, he said that investment in this opportunity was like membership in an exclusive club, providing for members-only reservations to all of the resorts and other destinations throughout the Diamond Resort network. They were specifically shown marketing literature portraying the availability of resorts at numerous international and domestic locations. Joseph further stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a new online portal specifically designed for two-fold; the re-sale of points and an account value, thus enhancing the value of the investment.

Our client was also visibly medically distressed, wearing a shoulder/arm with pillow support and taking prescribed opioid pain medication for suffering right shoulder surgery less than a month prior to what turned out to be a sales presentation. After sitting through over six hours of heavy-handed sales pitching, our clients finally acquiesced under the pressure and signed the closing documents. Throughout the closing phase our clients simply didn't have the time to properly review the documentation, and closing agents deflected whatever questions they had. Rather, Anna Morgan peremptorily rifled through the DocuSign tablet, merely pointing out the blanks to sign off on. Mr. and Mrs. Mendoza are not savvy in real estate matters, trusted that your agent knew more than they did, and wasn't about to take advantage of them. Important disclosures and executions weren't properly handled, it now appears, including a review of the public offering statement, and even the conveyance itself.

The sales staff did not disclose that many of the resorts depicted in the glossy marketing literature are only bookable through access to an exchange network entailing additional upcharges and other fees, specifically a point fee presented as if it were a fixed charge when in fact this charge fluctuates yearly. Our clients have since come to understand that they were misled in this regard, and cannot make reservations at the opulent destinations portrayed in the literature cost effectively, if at all. Our clients are especially disappointed to have learned that *non-members* of your vacation club can access the resort network, often on more favorable terms and conditions than our client. It is also clear now that membership in the network is not a financial investment in any sense.

Mr. and Mrs. Mendoza are now burdened with suffocating debt, consequently they cannot access the resort network as promised due largely in part to insufficient disclosures concerning annual dues for points and maintenance. The annual dues are already high and they continue to escalate. This has to do with an inherent conflict of interest associated with captive management perpetually vested in your company's affiliate.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our client is willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/mg
cc: clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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February 13, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Via Certified Mail

Re: Name: George and Diana Mendoza
Address: 3214 Doroteo Way Sacramento, CA 95833
Contract No.: 1862615
Date of Purchase: November 6, 2018

Dear Ms. Smith:

Our law firm has been hired to contest the validity of the referenced transaction on behalf of our client. This sale occurred on November 6, 2018 when our clients paid $30,755.00 in order to upgrade their account within your company's timeshare network.

Kindly deal exclusively with our office until advised to the contrary under U.S.C. 15 § 1692 and the equivalent state statutory provisions with respect to the issues at hand. These involve certain materially false statements and other shortcomings in the process that occurred during the course of the closing. In addition, our clients are unable to resell points in the new timeshare point marketplace as told. In fact, our clients have since learned that they purchased a package with benefits that are non-existent.

Our clients visited South Lake Tahoe Nevada where they were offered a free dinner and a $75 Visa card, in exchange for agreeing to sit through an informational meeting regarding upgrades. They were told that it would last 90 minutes, and that they would have the opportunity to invest in your company's new point system. Joseph Bruell told our clients that, starting in 2019, your company would start to charge an assessment fee to their account, due to the point classification on their account, and this upgrade was the only way to avoid being assessed an upgrade fee.

Initially, Mr. Bruell stated the only way to avoid this new assessment would be to get rid of the Club Combo points, the combo points allowed our clients to trade in points for use at other resorts. During this presentation our clients wrote a request to your company, requesting an exclusion from the automatic upgrade, because of this new point assessment. Mr. Bruell then submitted our clients request, returning shortly after stating the company had accepted it.

However, to accomplish this Mr. Bruell said it would require our clients entering a new contract, a contract with an initial 10,000-point minimum purchase amount. Mr. Bruell then went on to tout the benefits of your program in a number of ways. For instance, he said that investment in this opportunity was like membership in an exclusive club, providing for members-only reservations to all of the resorts and other destinations throughout the Diamond Resort network. They were specifically told by Joseph Bruell that this upgrade would appreciate in value similar to an investment in real estate, and that your company had a new online portal specifically designed for the re-sale of points, thus enhancing the value of the investment.

After sitting through over six hours of heavy-handed sales pitching, our clients finally acquiesced under the pressure and signed the closing documents. Throughout the closing phase our clients simply didn't have the time to properly review the documentation, and closing agents deflected whatever questions they had. Rather, Jean Paul Hendricks peremptorily rifled through the pages, merely pointing out the blanks to sign off on. Mr. and Mrs. Mendoza are not savvy in real estate matters, trusted that your agent knew more than they did, and wasn't about to take advantage of them. Important disclosures and executions weren't properly handled, it now appears, including a review of the public offering statement, and even the conveyance itself.

The sales staff did not disclose that many of the resorts depicted in the glossy marketing literature are only bookable through access to an exchange network entailing additional upcharges and other fees, specifically a points-based fee presented as if it were a fixed charge, when in fact this charge fluctuates yearly. Our clients have since come to understand that they were misled in this regard, and cannot make reservations at the opulent destinations portrayed in the literature cost effectively, if at all. Our clients are especially disappointed to have learned that non-members of your vacation club can access the resort network, often on more favorable terms and conditions than our client. It is also clear now that membership in the network is not a financial investment in any sense.

Mr. and Mrs. Mendoza are now burdened with suffocating debt, consequently they cannot access the resort network as promised due largely in part to insufficient disclosures concerning annual dues for points and maintenance. The annual dues are already high and they continue to escalate. This has to do with an inherent conflict of interest associated with captive management perpetually vested in your company's affiliate.
Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our client is willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/mg
cc: clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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February 12, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: Rosario A. Rossano and Lorraine Rossano
1069 Sipp Avenue, Medford, NY 11763
Contract No. 16870968
Purchased August 6, 2013

Dear Ms. Gaxiola:

We represent the legal interests of Rosario A. Rossano and Lorraine Rossano with respect to a dispute arising from their purchase of a resort vacation interest with your company. The transaction giving rise to the Rossanos' grievances occurred on August 6, 2013, when they paid $42,830.00 in consideration of a timeshare interest, including an initial deposit of $10,725.00, and financed the remaining $32,855.00, including closing costs.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and any analogous state statute. Certain misstatements and other irregularities occurred during the sales presentation with which our clients take issue. Moreover, they complain of problems in accessing the resort network on reasonable terms and conditions, even relative to the consuming public at large.

By way of context, the Rossanos were vacationing at the Mystic Dunes Resort in Orlando, Florida, when they were offered a discount on tickets to Universal Studios and other Walt Disney World theme parks. To claim their prize, they would be required to attend a meeting, the actual nature of which was not revealed to them. Regardless, our clients were told that it would last around 90 minutes.

During the presentation, the Rossanos and their five-year-old grandson sat through a preliminary informational session during which the merits of vacation ownership were generally touted. Our clients have since learned that some of the promises made were untrue. For example, our clients were led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of the resorts and other destinations throughout the network. They were specifically shown marketing literature portraying the availability of resorts in domestic and international destinations. The sales representative, Donna McGrath (44300), stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a resale and rental program to enhance the value of the investment.

The Rossanos repeatedly told Diamond's sales personnel that their main purpose in purchasing a timeshare was to be able to vacation on the east coast of the United States on dates that were convenient for their children, who both work in education and are off from work during school holidays. They also told them that they were both retired, and Mrs. Rossano did not fly. Therefore, they could only go to destinations that were within driving distance. Ms. McGrath assured our clients that they would never have a problem getting the weeks they needed in order to travel with their family even during peak periods. She also told them that there were plenty of resorts that were within driving distance.

Ms. McGrath also assured our clients that Diamond had people who would assist them in booking reservations, but they later found out that these people could not help them get the dates they needed. The dates they needed were never available no matter how far in advance they asked for them. The only dates available were during off-peak times and were not dates they could use to travel with their family.

Diamond's sales personnel also told our clients that their points had monetary value and could be used to pay maintenance fees. However, when they tried to do this as gold members, they were informed that only platinum members had that privilege. When they called to complain, they were told that management had changed the rules and could do so at any time.

During the years that they owned the timeshare, Diamond continually tried to convince our clients to upgrade by buying additional points. They told our clients that this was necessary in order to get more accessibility and better vacations. Our clients responded by saying that they wanted out and that if they could not get vacations with the 15,000 points they already had, they did not think that buying more points was going to help.

It should be noted that even though our clients purchased the timeshare in August of 2013, they were told to wait to schedule their first vacation until January 2014 because their membership would not be active until then. Our clients believe this was done so that it would be too late to cancel their contract by the time they found out the truth about the lack of availability.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It

was not until after our clients actually tried to make reservations that they learned of this. And our clients now realize that their ability to book accommodations is restricted by competition against people booking anonymously through resort websites – *non-members* of your vacation club. It is also apparent now that membership in the network is not, properly speaking, a financial investment.

After a seven-hour ordeal with their restless grandson by their side, our clients finally succumbed under pressure and signed the closing documents. By this time, our clients were tired and hungry and wanted to leave to think about the purchase, but the sales representative told them that if they did not sign that day, the price would go up. During the documents signing phase, the Rossanos were not accorded a meaningful opportunity to digest the contents of the paperwork involved. Nor did the closing agent, Karina Provost, render any assistance in this respect. Instead, she simply went through the motions, pointing out the places to sign on page after page. Accordingly, certain disclosures, waivers, acknowledgments, and the like were not properly reviewed as lawfully required. Significantly, this includes the public offering statement.

And in spite of all the expense, the Rossanos have not been able to access the resort network as promised. In fact, our clients have only been able to reserve vacation intervals on a few occasions since having joined. They always stayed on the east coast so everything was within driving distance, but they always had difficulty making reservations during peak periods, which was the only time they could travel with their family. Our clients' daughter and son-in-law also tried to use the timeshare to vacation at the Dunes Village Resort in Myrtle Beach, South Carolina, and they were told that there was no availability. They paid on their own for the same place at the same time and were told when they got there that management only makes a few rooms available for timeshare owners, and the rest are for paying customers. In addition to this, they have tried to stay at resorts by the water, but they were never available to them during the summer months, which was the time period they needed.

There exist equitable concerns that we urge you to consider in this instance as well. The Rossanos have financial burdens which preclude them from using their timeshare interest and make it unaffordable for them. Specifically, they are retired and living on a fixed income. Their maintenance fees have been increasing over the years, and they are now paying close to $3,000 per year. This is in addition to their monthly mortgage payments, which are approximately $500 per month. This has placed a significant strain on our clients' financial health, and they have had to make dramatic cuts to their standard of living. Thus, without your kind consideration of our clients' offer, their essential needs will be jeopardized due to the expense of a vacation interest that they can neither use nor afford.

We hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal

dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/sc

cc: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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February 13, 2019

Diamond Resorts U.S. Collection Development, LLC
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: ***Name:*** *Brian and Laurie Blank*
Address: *125 Wright Avenue, Neenah, WI 54956*
Account #: *41797192*

Dear Ms. Gaxiola:

Our clients as referenced have retained this firm in order to take issue with certain sales and business practices employed in the purchase and handling of their resort vacation interest with your company. Your records will reflect that the Blanks paid $15,152.00 in consideration of a Diamond timeshare interest on December 3, 2012, including an initial cash deposit of $2,928.00, while financing the remaining $12,224.00.

In accordance with 15 U.S.C. § 1692c(a)(2) and/or Fla. Stat. §559.72 we must respectfully insist that all future communications regarding associated obligations be directed to this office. Issues arising from our clients' purchase have to do with certain misrepresentations that were made to them during the sales presentation and the inability to access the resort network on reasonable terms and conditions.

Concerning misrepresentations made during the sales process, some background is appropriate. The Blanks purchased their first timeshare in 1998 from Tempus Resorts. Over the intervening years, the Blanks purchased additional timeshare deeds, while the company's ownership changed multiple times. By 2012, our clients owned 4 deeds, and the property had fallen under the ownership of Diamond Resorts. Then, during a trip to Florida in December 2012, the Blanks met with sales representative Rickie Peake who told them their existing timeshare weeks

had been rendered essentially worthless, and that they would be required to buy at least 4,000 Diamond points if they ever wanted to use their timeshares again. Not wishing to sacrifice their investment up to that point, they complied.

Our clients' most recent encounter with your company occurred in October 2018, when their attendance was requested at another one-hour presentation in exchange for a private Kilimanjaro tour at the Animal Kingdom park at Walt Disney World. Upon their arrival, the Blanks met with another sales agent, Shavannah Morehouse. Ms. Morehouse told them that they would be required to "upgrade" once again in order to preserve the value of their ownership. Our clients were given a substandard room in a building desperately in need of renovation during this stay, and Ms. Morehouse made it clear that would continue in the future without the upgrade. Mr. Blank had retired in the intervening years, but Ms. Morehouse simply told him he would have to return to work to be able to afford the upgrade. She took our clients' drivers licenses for the purpose of applying on their behalf for a Barclays credit card, and aggressively refused to return them for nearly four hours until they finally agreed to the upgrade under duress.

The following day, the Blanks returned to the sale site and met again with the closing agent Priscilla for the purpose of cancelling the loan they had taken out the previous day. Priscilla prepared a second loan for approximately $50,000 less, to which our clients agreed; however, they ultimately elected to cancel the purchase altogether and revert to the level of ownership they had reached in 2012.

The various salespeople that met with the Blanks over the years made numerous promises, many of which have turned out to be untrue. For example, our clients were led to believe that their purchases would be like an investment that could easily be resold at any time, or rented out to cover the maintenance fees, but that has proven not to be the case. It is clear now that membership in the network is not an "investment" in any sense of the word. This combined with our clients' repeated distasteful encounters with your company's salespeople have led them to the conclusion that the membership simply is not worth the trouble.

There exist equitable concerns that we urge you to consider in this instance as well. As mentioned above, Mr. Blank recently retired. Additionally, Mrs. Blank has suffered an involuntary income reduction of around $30,000. Meanwhile, both Mr. and Mrs. Blank are required to take prescription medication for various long-term health issues at their own expense. In short, our clients will be sacrificing essential financial and medical needs endeavoring to pay for a vacation interest that they can no longer afford and that does not live up to its description. If you require verification with respect to any of these components of the family's hardship, we can supply the documentation in confidence upon execution of an appropriate HIPAA release.

We hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Lucas E. Schwellenbach, Esq.

CC: Brian and Laurie Blank

Ashley Moody, Attorney General
Florida Office of the Attorney General
Consumer Protection Division
The Capitol PL-01
Tallahassee, FL 32399-1050

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FL Office of Attorney General Ashley Moody
Consumer Protection Division
The Capitol PL-01
Tallahassee, FL 32399-1050

32399*1050 C001

CS/Timeshare SR

AARONSON LAW FIRM

Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

(407) 644-1336 PHONE
(407) 644-0191 FAX

Web: www.aaronsonlawgroup.com
E-Mail: aa@aaronsonaustin.com

February 13, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: Name: Jamel Morenzo Canty
Address: 6405 Stone River Road, Bradenton, FL 34203
Loan ID No. 0023854627
Account No. 89042446 (Assessment Fees)
Date of Purchase: October 10, 2015

Dear Ms. Gaxiola:

We hope and trust this message finds you well. We are writing to follow up on our correspondence of a demand letter (attached) regarding our client, Jamel Morenzo Canty.

As indicated in the letter, our client is willing to surrender all of his rights to membership in Diamond Resorts International, Inc. and relinquish any claims against your company in consideration of a rescission of all contractual obligations. We thank you for your time and consideration in this regard and look forward to your response.

Sincerely,

Austin N. Aaronson, Esq.

ANA/sc
Enclosures
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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October 25, 2018

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: Name: Jamel Morenzo Canty
Address: 6405 Stone River Road, Bradenton, FL 34203
Loan ID No. 0023854627
Account No. 89042446 (Assessment Fees)
Date of Purchase: October 10, 2015

Dear Ms. Gaxiola:

Our client as referenced has retained this firm in order to take issue with certain sales and business practices employed in the purchase and handling of his resort vacation interest with your company. Your records will reflect that Mr. Canty paid $13,630.00 in consideration of a timeshare interest on October 10, 2015, including an initial cash deposit of $2,336.00, while financing the remaining $11,294.00 plus closing costs of $477.00.

In accordance with 15 U.S.C. § 1692c(a)(2) and/or Fla. Stat. §559.72, we must respectfully insist that all future communications regarding associated obligations be directed to this office. Issues arising from our client's purchase have to do with certain misrepresentations that were made to him during the sales presentation and the inability to access the resort network on reasonable terms and conditions.

Concerning misrepresentations made during the sales process, some background is appropriate. Mr. Canty was vacationing at Mystic Dunes Resort and Golf Club in Orlando, Florida, when he was approached by a member of your marketing team offering a gift card and discount amusement park tickets if he would attend a "presentation" of some kind. The nature of the meeting was not well defined, but our client was told that it would last approximately 45 minutes, and that he was being given an opportunity to invest in property.

Mr. Canty sat through an initiation process involving general information about "vacation ownership." Then, he was shown marketing literature depicting luxurious resort destinations in domestic and international locations and was specifically told that he would be able to use his timeshare interest to go to Hawaii. Our client was led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of the resorts and other destinations throughout the network.

Diamond's sales agents, Maria Alcaraz and Elza Dias, stated that this purchase would appreciate in value similar to an investment in real estate. They also told him that he could sell the timeshare later if he decided he no longer wanted it. In addition, they told him that he could rent it to others or bank his points if he did not use them. Finally, they told him that the cost of the timeshare could be offset by renting it, and his monthly maintenance fees would not increase over time.

The sales team did not explain that many if not most of the destinations depicted in the marketing literature are not accessible to him except through an exchange network involving additional costs. Also, he has now come to understand that membership in the resort network does not grant exclusive access to resort accommodations. In fact, it has come to light that Mr. Canty actually has to compete with *non-members* in order to book reservations. And it is clear now that membership in the network is not a financial "investment."

Diamond's sales staff promised Mr. Canty that he would have a variety of dates and destinations to choose from where he could use his points, but it turned out that he did not have enough points to take the vacations he wanted to take during the times that he wanted to go. For instance, he was told that he could use his timeshare interest to vacation in Hawaii, but when he tried to make reservations, he learned that he would have to pay additional fees.

And in spite of all the expense, Mr. Canty has only been able to reserve vacation intervals on two occasions since having joined. He went to Hawaii in June of 2016 and stayed at the Aqua Kauai Beach Resort. He paid a reduced rate in exchange for attending an owner's update meeting where he was pressured to purchase a sampler package that he never used. He also went to Mystic Dunes in Orlando for two days, but the resort was in disrepair. He had to change rooms twice as one of the rooms was not in working order, and management was indifferent when he complained.

During the sales pitch, Mr. Canty expressed concern about how this purchase would affect his credit rating as he was getting ready to buy his own home. The sales representative assured him that the credit line for the timeshare would be helpful in that it would show a good payment history when he was ready to buy. What the sales representative failed to mention was that the additional debt would increase Mr. Canty's debt to income ratio, which could possibly cause him to be denied for a mortgage.

After many hours of sitting through the sales meeting, our client finally capitulated under duress and signed the closing documents. During the documents signing phase, Mr. Canty was not able to review the paperwork. Nor did the closing agent, P. Cedillo, explain the content of the documents. Rather, the closing agent merely flipped through the pages, pointing to the signature

blocks and soliciting the signing of page after page. Thus, certain acknowledgements and disclosures, including the public offering statement, were never reviewed as required by law.

We hope and trust that this dispute can be resolved. In this regard, our client is willing to relinquish his vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/sc

cc: Client

Aramis Ayala, Esq.
State Attorney, Ninth Judicial Circuit
Attn: Consumer Fraud Unit
415 North Orange Avenue
P.O. Box 1673
Orlando, Florida 32801

State of Nevada
Office of the Attorney General
100 North Carson Street
Carson City, NV 89701

AARONSON LAW FIRM
Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

CERTIFIED MAIL

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FL Office of Attorney General Ashley Moody
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-1050 C004

CS|Timeshare
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February 18, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Via certified mail

Florida
Attorney's General Office
FEB 21 2019
Citizen Services

Re: Carmelita and Cesar Esquig
Address: 554 Crane Prairie Way Osprey, Fl 34229
Contract Number: 17775132
Purchased September 15, 2018

Dear Ms. Gaxiola:

We represent the legal interests of Carmelita and Cesar Esquig with respect to a dispute arising from their purchase of a resort vacation interest with your company. The transaction giving rise to the Esquigs' grievances occurred on September 15, 2018 when they paid $52,500 and $750 for closing cost to retire their previous interests at the Mystic Dunes resort and the 2,000 points US Collection will be transitioned into a new contract. Hence, the Esquigs would not have any more liability on the Mystic Dunes condo/resort and the US Collection for future maintenance and HOA fees. The Mystic Dunes timeshare and the 2,000 points invested in your US collections network were both fully paid. The sales team member, Mrs. Catherine Sharpe Davis told them that the offer was only available that day. Mrs. Davis helped them apply for the Diamond Resorts International Mastercard on behalf of both Cesar and Carmelita Esquig. Carmelita Esquig only used her newly approved card and paid $10,500 as down payment resulting in a balance of $42,750.00.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and any analogous state statute. Certain misstatements and other irregularities occurred during the sales presentation with which our clients take issue.

By way of context, the Esquigs were asked to attend the Diamond Resorts homeowners meeting when they were assigned by a member of your sales team, Ms. Catherine Davis, to assist them with their timeshare. The Esquigs, who had been current on their maintenance fees, and have fully paid off their timeshares, informed Ms. Catherine Davis that they wanted to get rid of their

timeshares due to the escalating maintenance fees and HOA fees. Ms. Davis told our clients that Diamond Resorts does not buyback timeshares and that the Esquigs could eliminate their maintenance fees by upgrading their timeshare. Ms. Davis then advised our clients that by upgrading their current timeshare, they would be able to sell it on the stock market at a profit in the next five years.

Our clients have since learned that some of the promises made by Ms. Davis were untrue. For example, Ms. Davis assured our clients that upgrading their timeshare would be a real estate 'investment' and that they could resell their timeshare at a profit in the next five years using the stock market. In point of fact, it has come to light that there exists no meaningful secondary market associated with this timeshare ownership. And in spite of promises to the contrary, the annual dues are already high, and they continue to escalate. This has to do with an inherent conflict of interest associated with captive management perpetually vested in your company's affiliate.

After over four hours of sitting through the sales meeting our clients finally succumbed under pressure and signed the closing documents. During the documents signing phase the Esquigs were not accorded a meaningful opportunity to digest the contents of the paperwork involved. Nor did the closing agent render any assistance in this respect. Instead, the closing agent simply went through the motions, pointing out the places to sign on page after page. Accordingly, certain disclosures, waivers, acknowledgments, and the like were not properly reviewed as lawfully required. Significantly, this includes the public offering statement.

There exist equitable concerns that we urge you to consider in this instance as well. Mr. Cesar has chronic pain in both his knees and shoulder. Last December Mr. Cesar underwent knee surgery in order to improve the mobility in his leg. As the result of Mr. Cesar's condition, he requires monitoring, medication, and rehab. Mr. Cesar also has Kidney stones and had occasions of Acute Gout. Mrs. Carmelita, eighty years old, suffers from severe osteoporosis, sciatica, and stenosis. She is being treated for High Blood Pressure, Lipid Disorder and Multiple Thyroid Disorder. Mrs. Carmelita is a cancer survivor from Uterine and Breast Cancer. Mrs. Carmelita can hardly walk a block without suffering hip and knee pains, yet alone travel to different Diamond Resorts. These ailments require many medications to manage, and our clients are now afraid to travel long distances from their doctors, in case of any acute management or emergency medical situations. Thus, without your kind consideration in this regard, our clients' essential needs will be jeopardized due to the expense of a vacation interest that they can neither use nor afford. If you require verification with respect to any of these components of the family's hardship, we can supply the documentation in confidence upon execution of an appropriate HIPAA release.

We hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/ab
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

AARONSON LAW FIRM
Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

CERTIFIED MAIL

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UNITED STATES POSTAL SERVICE

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Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, FL 32399-1050

CS

32399$1050 C001

CS / Timeshare
SR

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

Florida Attorney's General Office
FEB 19 2019
Citizen Services

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. McCoy, Robert Lee Last Name, First Name, Middle Initial	Diamond Resort International Name/Firm/Company
152 Derwent Lane NW Mailing Address	10600 West Charleston Blvd Mailing Address
Huntsville, Madison City, County	Las Vegas City, County
Alabama 35810 State, Zip Code	Nevada 89135-1014 State, Zip Code
(256) 858-0830 Home & Business Phone, including Area Code	Business Phone, including Area Code
rlmccoy2@gmail.com Email Address	Business Email or Web Address

Product or Service involved: Account balance Amount Paid: $_____

Date of Transaction: 22 Nov 2017 I was contacted by: ____ Telephone ____ Mail X Other

Have you retained an attorney? ☐ Yes ☒ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☒ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

In November 2017, Diamond Resort International wanted my wife and I to upgrade our time to the point system. To do this we had to sale back our original contract and they were to apply the resale value to the new system. Please review page 1 of my contract line 17. You will see that my wife and I are only responsible for the total finance amount of $13740 but yet DRI has made a claim that we are responsible for over $31100.

Our contract clearly shows what the buy back price of our original time which was subtracted from the overall cost of the new contract. The contract even shows what our monthly mortgage payments are to be.

When you get DRI to provide you a copy of our contract it will be different then what we are providing you because they send a total different copy our contract to the Las Vegas BBB which was forward to my email.

It seems that DRI are changing people contract thus defrauding people. If they are doing this to us, then I like to know as to how many other people they are doing this to.

I have been trying since 2017 to get DRI to correct my whole account but they refuse so you are my last Hope!!!

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: [signature] Date: 2/11/2019

Revise - Tablet

Diamond Resorts Purchase Proposal

Sales Center Location: MDR - Mystic Dunes Resort

Purchase Date: 11/18/2016

☑ Full Down ☐ Pender

Name: Robert Lee McCoy Jr. SS# [redacted] ☑ M ☐ F

Name: Alice Kegler McCoy SS# [redacted] ☐ M ☑ F

Name: SS# ☐ M ☐ F

Name: SS# ☐ M ☐ F

YOUR INFORMATION:

HOME ADDRESS: 152 Derwent ~~Lane~~ Lane North West
Street

Huntsville — City (U.K Town)
~~At~~ Alabama — State (UK Country)
35810-6202 — Zip Code (UK Postal Code)
USA — Country

MAILING ADDRESS: same as above
Street

City (U.K Town) — State (UK Country) — Zip Code (UK Postal Code)

Country — E-Mail: RLMCCOY2@gmail.com

(256) 858-0830 — Home Telephone
Business Telephone — Extension
(256) 213-6878 — Cell Phone

Date of Birth: 01/12/55 — D.O.B. #1
12/01/57 — D.O.B. #2
D.O.B. #3
D.O.B. #4

MEMBERSHIP & PROPERTY INFORMATION:

Points Allocation	Collection Membership Type	Points First Issued	Estimated Maintenance Fee
13,000	US Collection	2017	$2,531.00

PURCHASE PRICE AND FINANCING

1. Purchase Price on Incremental Amount $ 16,875.00 1
2. Additional Equity $ 0.00 2
3. Adjusted Purchase Price on Incremental Amount $ 16,875.00 3

Original Contract Information

4. Contract # 21172500 Unit # 26 204 Week # 51 Points 10,500 Orig. Purchase Price: $ 22,400.00 4
5. Contract # Unit # Week # Points Orig. Purchase Price: $ 5
6. Sum of Upgrade Contracts *(line 4 PLUS line 5 Plus pg 2 if Applicable)* $ 22,400.00 6
7. **Gross Purchase Price** *(line 3 PLUS line 6)* $ 39,275.00 7
8. Upgrade Equity- a. Gross Equity $22,400.00
   b. Other Amounts Owed $0.00 — c. Net Equity(a minus b) $ 22,400.00 8
   d. Other Amounts Paid $0.00
9. Down Payment 23% (% down TIMES line 3) $ 3,726.00 9
10. Closing Costs ☑ Yes ☐ No $ 591.00 10
11. Special Fees $ 0.00 11
12. Credits Received Today $ 0.00 12
13. **Total Funds Received Today** *by*: Visa [redacted] $ 3,726.00 13
14. Pickup Amount Due Date: $ 14
15. New Purchase Loan Amount *(line 7 MINUS line 8 MINUS line 9)* $ 13,149.00 15
16. Existing Loan Amount *(if wrap)* Contract #(s): $ 0.00 16
17. TOTAL FINANCED AMOUNT *(line 15 PLUS line 16 PLUS line 10 if financed)* $ 13,740.00 17

Total Financed Amount

Monthly Payment Method *(check one)* ☐ Surepay (Check) ☐ Statement ☐ Credit Card

Term	Interest Rate	Monthly P&I Pmt	Monthly Collection Fee	Total Monthly Payment
120	16.99%	$238.71	$6.00	$244.71

Approximate First Pmt Date: 1/2/2017

For Conversions only: *(use 2nd page if more than one week is being converted)*

Contract # — Resort — Unit — Week — OEB — Points

SPECIAL INSTRUCTIONS: EXCHANGE COMPANY: NUMBER

$50 Kenzie's Steakhouse Voucher

New Owner Tablet →

AZP22A1045D2162908904

Laura Jackson
407.226.1000 Ext. 63117
laura.jackson@diamondresorts.com
laurfackson

By my/our signature(s) below: I/we hereby authorize Diamond Resorts Corporation and its affiliates to make whatever inquiries about me/us are deemed necessary or appropriate for purposes of evaluating my/our credit application(s), including contacting my/our employer(s), credit bureau(s), etc. I/we hereby further authorize Diamond Resorts Corporation to share such information, including the information on this application, with its affiliates or anyone else for purposes of debt servicing, future credit approval, and offering Diamond Resorts International® products and services, as well as with the homeowners associations for Diamond Resorts International® resorts in order to enable them to process assessments and for various other purposes. Any inquiry about this statement may be addressed in writing to Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Blvd., Las Vegas, NV 89135.

Purchaser Approval: × [signature] — Purchaser Approval:

Purchaser Approval: A. McCoy — Purchaser Approval:

Sales Representative: Anthony Wishart — QAO: Javier Morales — Manager: Chad Ellis

Segment 1: Owner — Segment 2: Traditional Owner — TO: Atabak Arjomand-Haghighi

Segment 3: — Owner Referral Lead #/Last Name:

Lead ID #: 1307375100 — FICO Tier: 5/3

Tour ID #: 72562528 — Contract #: 17508304

Printer: PDF — Site Processor: Laura Jackson — ES Processor: Emily Pinkett — FS QA:

☐ Webtracked ☐ Omtools Saved ☐ Credit Saved

Contract Type *(check only 1)*
☑ Upgrade
☐ Upgrade / Wrap
☐ Upgrade / Conversion
☐ Upgrade / Conversion / Wrap

DIAMOND RESORTS INTERNATIONAL
Stay Vacationed.

17508304-STD Signature Verification

SIGNATURE VERIFICATION

I(We), **ROBERT LEE MCCOY, JR. and ALICE KEGLER MCCOY**, by my/our execution hereof, hereby certify that the signature(s) below correspond to my/our true and legal name(s).

x Signature	Alice McCoy p A. McCoy Signature
Robert Lee McCoy, Jr. Printed Name	**Alice Kegler McCoy** Printed Name
Signature	Signature
Printed Name	Printed Name

WITNESSES:

Javier Morales Signature	Signature
Javier Morales Printed Name	Printed Name

ISSUED FOR TRUE COPY

esig01-25-16

MEMBER BENEFITS CONFIRMATIONS

DIAMOND LUXURY PROGRAM

I understand THE Club® at Diamond Resorts International® offers a valuable cruise and hotel benefit that allows a member to cover 20 to 30 percent of the cost of a cruise, hotel and shopping benefits that are part of the Diamond Luxury Program at 20 to 30 cents per point.

BELOW IS AN EXAMPLE OF HOW THIS BENEFIT WORKS FOR PLATINUM AND GOLD MEMBERS:

7-Night Southern Caribbean Cruise with Celebrity Cruises®, March 26, 2016, on the Celebrity Summit

- Example cost for two people in a Balcony Stateroom for this cruise is $3,178.00
- You may choose to pay for up to 30% of this cruise with your points; you are provided an instant redemption rate of $.30 per point
- $3,178.00 x 30% = $953.40, so subtracting this from the total cost means your cash purchase is now $2,224.60
- $953.40 divided by $.30 per point = 3,178 points

This cruise can be booked for $2,224.60 and 3,178 points!

BELOW IS AN EXAMPLE OF HOW THIS BENEFIT WORKS FOR SILVER AND STANDARD MEMBERS:

7-Night Mexican Baja/Riviera Cruise with Carnival Cruise Lines®, April 16, 2016 on the Carnival Miracle

- Example cost for two people in a Balcony Stateroom* for this cruise is $1,298.00
- You may choose to pay for up to 20% of this cruise with your points; you are provided an instant redemption rate of $.20 per point
- $1,298.00 x 20% = $259.60, so subtracting this from the total cost means your cash purchase is now $1,038.40
- $259.60 divided by $.20 per point = 1,298 points

This cruise can be booked for $1,038.40 and 1,298 points!

RM AM I understand that when using these cruise, hotel, and shopping benefits, the points will automatically be redeemed against the purchase price and that no monetary amount will be sent to me

RM AM I understand that the Diamond Luxury Cruise and Hotel program occasionally referred to as the 20/20 or 30/30 program **cannot be applied to maintenance fees or any other benefit**.

RM AM I understand that **only Platinum members can pay a portion of their maintenance fees with their points** from November 1 through to the annual bill due date, at $0.04 cents per point and is subject to change. There is a non-refundable processing fee.

RM AM I understand that there are **no pending special assessments** that are planned for any Diamond Resorts International® Collection. There is no guarantee that there will not be a special assessment in the future.

RM AM I understand that Diamond Resorts International® **does not have a buyback program.** If I choose to sell our membership, Diamond Resorts International® will assist with transfer documents. There are no plans to have a buyback program in the future.

RM AM I understand that Diamond Resorts International® **does not have a rental program** and they will not rent our points out for me. There are **no plans to have a rental program in the future**.

RM AM I understand our membership is perpetual and can be passed on to my heirs. However, Diamond Resorts International® **cannot force heirs to accept this membership** nor can anyone force heirs to accept deeded or non-deeded property bequeathed to them.

RM AM I understand the Diamond Resorts International® Loyalty Levels are Standard, Silver, Gold and Platinum. Currently there are **no plans to have a Loyalty Level above Platinum**.

RM AM I have not been promised any benefits other than the benefits I have seen in writing.

28098.0516

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

Old Contract No.: **21172500**
New Contract No.: **17508304**
21172500-Mystic Dunes Deedback

PREPARED BY:
Alex Olsansky Jr. - Corporate Counsel
Mystic Dunes LLC
10615 Park Run Drive,
Las Vegas, Nevada 89144

AFTER RECORDING, RETURN TO:
First American Title Insurance Company
2300 Maitland Center Parkway, Suite 201
Maitland, Florida 32751

Parcel Identification (Folio) **No.** 1525273160000 A&B0040

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made and executed this **18** day of **November, 2016** by and between **ROBERT LEE MCCOY JR. AND ALICE KEGLER MCCOY** whose address is 152 Derwent Ln NW Huntsville, Alabama 358106202, ("Grantor"), and **Mystic Dunes LLC**., a Delaware limited liability company, whose address is 10615 Park Run Drive, Las Vegas, Nevada 89144, ("Grantee"),

WITNESSETH:

That Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid to it by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit claim unto the grantee forever, all the right, title, interest, claim and demand which grantor has in and to the following described real property (the "Property"):

> Building/Unit No. **26-204** Week **51,** During Assigned Year(s) **Annual** of THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM, according to the Declaration of Condominium thereof recorded in the Official Records Book 1545, Page 2911, Public Records of Osceola County, Florida, and all exhibits attached thereto, and any amendments thereof (the "Declaration").

TOGETHER with a remainder over in fee simple as a tenant-in-common with all other Owners of time periods in the same Timeshare Unit on termination of the Vacation Ownership Plan, subject to the Condominium Documents.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining , and all the estate, right , title , interest, lien, equity and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behalf of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has executed this Quit-Claim Deed on the date

first above written.

Signed, Sealed and Delivered in the Presence of:

WITNESSES:

Printed Name

Printed Name

Printed Name

Printed Name

GRANTOR:

Robert Lee McCoy Jr.

Printed Name

Alice Kegler McCoy

Printed Name

Printed Name

Printed Name

STATE OF Florida)
) ss.
COUNTY OF Osceola)

The foregoing Quit Claim Deed was acknowledged before me this 18th day of NOVEMBER, 2016, by **ROBERT LEE MCCOY JR. and ALICE KEGLER MCCOY**. He/She/They is/are personally known to me or has/have produced DRIVERS LICENSE as identification and did not take an oath.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

My Commission Expires: 11-11-18

Rev. 4-30-2014

JAVIER MORALES
MY COMMISSION #FF175554
EXPIRES November 11, 2018
(407) 398-0153 FloridaNotaryService.com

November 18, 2016

21172500-DRI Property and Service Fee Transfer
Old Contract No.: 21172500 – 26-204, 26-204 / 51, 51 / Even Year, Odd Year
New Contract No.: 17508304

MAINTENANCE FEE TRANSFER REQUEST AND USAGE ACKNOWLEDGMENT

ROBERT LEE MCCOY JR. and ALICE KEGLER MCCOY hereby acknowledge(s) that I/We have upgraded Contract No. 21172500 to New Contract No. 17508304.

Relinquishing Upgraded Contract Usage

☑ I stipulate and acknowledge that I **AM** relinquishing **2017** usage of Upgraded Contract No. **21172500** for **2017** usage of New Contract No. **17508304**. I direct that any Maintenance Fees I have paid for the **2017** year usage of Upgraded Contract No. **21172500** be applied to **2017** Maintenance Fees payable on New Contract No. **17508304**. I understand that should the amount paid for Maintenance Fees on Upgraded Contract No. **21172500** be less than the Maintenance Fees amount due on New Contract No. **17508304**, then I will be responsible for payment of the additional amount due.

I stipulate and acknowledge that: I HAVE ☐ HAVE NOT ☒ utilized my owner week, booked reservations exceeding annual Point allotment, **OR** banked/exchanged with THE Club®, RCI, II or any other exchange company for **2017** year usage of Upgraded Contract No. **21172500**.

----------**OR**----------

Retaining Upgraded Contract Usage

☐ I stipulate and acknowledge that I **AM NOT** relinquishing **2017** usage of Upgraded Contract No. **21172500** for **2017** of New Contract **17508304**. I **ACKNOWLEDGE** that the Maintenance Fees paid for the **2017** year usage of Upgraded Contract No. **21172500** will **NOT** be applied to **2017** Maintenance Fees payable on New Contract No. **17508304**.

I stipulate and acknowledge that: I HAVE ☐ HAVE NOT ☐ utilized my owner week, made or plan to make reservations, **OR** banked/exchanged with THE Club®, RCI, II or any other exchange company for **2017** year usage of Upgraded Contract No. **21172500.**

Additional Comments:

Signatures:

Robert Lee McCoy Jr.

Alice Kegler McCoy

REV. 06-20-08

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **18th day of November, 2016** by and between Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Seller**"), whose address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135, and **ROBERT LEE MCCOY, JR. and ALICE KEGLER MCCOY** (whether one or more, "**Purchaser**", collectively with Seller, the "**Parties**"):

Seller agrees to sell and Purchaser agrees to purchase the following described property (the "**Membership**") upon the following price, terms, and conditions, including but not limited to the Further Terms and Conditions set forth herein:

Membership in Diamond Resorts U.S. Collection (the "**Collection**"), which includes (i) membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), whose principal place of business is located in Clark County, Nevada, and (ii) the following Points for use in the Collection

Points: 13000 **Initial Use Year:** 2017

BASE PURCHASE TERMS
ITEMIZATION OF AMOUNT FINANCED (for financed sales)

1.	Purchase Price of Membership: (**"Purchase Price"**)		$39,275.00
2.	Initial Cash Deposit:	$3,726.00	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to the seller as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	$22,400.00	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade in value: (line a minus line b)	$22,400.00	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before: _____	$0.00	
	b. On or before: _____	$0.00	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		$26,126.00
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		$13,149.00
8.	Financed Closing Costs payable to _____		$591.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): (**"Unpaid Balance"**) Unpaid Balance		$13,740.00

Closing Costs

A.	Closing Costs to Seller	$40.00
B.	Closing Costs to Purchaser	$591.00
C.	Total Estimated Closing Costs	$631.00

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): Purchaser will be billed for Assessments separately by the Association	2,531.00

Maintance fee

Purchaser desires to pay the Unpaid Balance in lawful currency of the United States, by using the following method (check one), subject to the Terms and Conditions contained herein:

☐ Cash Payment or Third Party Financing ☒ Seller Financing

Credit Card Type:_____ Number: _____Expiration Date: _____

If Purchaser obtains purchase money financing from Seller, Purchaser will also be responsible for the payment of all charges incident to the extension of credit, which charges are specified in the Truth-in-Lending Disclosure Statement furnished to Purchaser, including but not limited to monthly installments of principal and interest, late charges (if applicable), and a monthly collection fee of Six dollars ($6.00). Finally, Purchaser will be required to pay the Closing Costs to Seller and Other Costs specified above. Such closing costs are the same for cash and credit sales hereunder.

Monthly Payment Method:

☒ Statement ☐ SurePay (Credit or Debit Card) ☐ Surepay (Checking or Savings Account)

Enrollment in THE Club® Exchange Program:

I elect ☒ to join ☐ not to join THE Club® exchange program ("**THE Club®**"). See Section 8 below for additional details.

Purchaser Contact:

Purchaser hereby advises Seller that Purchaser is willing to receive information regarding Purchaser's financing or for his or her membership in the Collection or THE Club® by means of (select one):

☒ Mail ☒ Email

If Purchaser has elected to receive information by E-mail, Purchaser represents that Purchaser has a computer and all related hardware and software required to open, display, save and print a PDF file that does not exceed 2 MB in size.

FURTHER TERMS AND CONDITIONS

1. DEFINITIONS:

Unless the context suggests otherwise, capitalized terms shall have the meanings set forth in the Amended and Restated Declaration for Diamond Resorts U.S. Collection ("**Declaration**"), as may be amended or modified from time to time.

2. PAYMENT OF PURCHASE PRICE:

(a) Purchaser may pay for the Membership in cash or through credit from Seller, subject to Seller's credit approval ("**Financing**"). If Purchaser receives Financing from Seller, then Purchaser will be required to execute and deliver an installment Promissory Note (the "**Note**") payable to the order of Seller in the amount of the Unpaid Balance, and grant the first priority Seller Security Interest (defined below) that secures the payment of the Note and encumbers Purchaser's Membership, as well as certain other documents and instruments which Seller, in its sole discretion, deems reasonably necessary or appropriate to secure Purchaser's payment of the Note. Purchaser will be subject to all of the terms, provisions, and conditions described and set forth in all such documents and instruments.

(b) If Purchaser requests Financing, Seller may, **but is not required to**, agree to finance Purchaser's purchase. Purchaser promises that all personal financial and other information submitted to Seller is and will be accurate, and Purchaser authorizes Seller to make credit inquiries regarding Purchaser, whether through a consumer reporting agency or other means. Purchaser agrees to provide immediate written notice to Seller of any material adverse change in Purchaser's financial condition that occurs prior to Closing (as defined below). If Purchaser makes good faith efforts to obtain purchase money financing but is unable to qualify for Financing within 10 days following Seller's acceptance of this Agreement, Purchaser shall be entitled to terminate this Agreement and receive a refund of any and all payments made by Purchaser hereunder (without interest) or, at Purchaser's option, to consummate the transaction contemplated hereby by paying the entire Unpaid Balance in cash at Closing. If Purchaser is unable to qualify for Financing within such 10 day period, Seller shall provide written notice thereof to Purchaser, whereupon Purchaser shall promptly notify Seller whether Purchaser elects to terminate this Agreement or consummate the transaction as provided in the preceding sentence. If Purchaser fails to give any notice to Seller within 20 days after Purchaser's receipt of Seller's notice that Purchaser does not qualify for Financing, Seller may at any time thereafter terminate this Agreement and refund to Purchaser all payments made by Purchaser. Seller reserves the right, in its sole discretion, to sell or assign the Note and the Seller Security Interest to another person or entity, whether or not such person or entity is affiliated with Seller.

(c) If Purchaser is exchanging a fee simple timeshare interest in a timeshare resort ("**Fee Timeshare Interest**") as full or partial payment for the Membership, Purchaser agrees to execute and deliver to Seller, on the date hereof, (i) a deed or other appropriate instrument in form and substance satisfactory to Seller, in its sole discretion, pursuant to which all of Purchaser's right, title,

and interest in and to the Fee Timeshare Interest is conveyed to Seller or a party designated by Seller, free and clear of any liens or encumbrances not expressly approved by Seller ("**Deed-back**"), and (ii) if Seller so requests, a declaration of annexation or other similar type of document subjecting the Fee Timeshare Interest to the Declaration ("**Annexation Instrument**"). Such Deed-back and Annexation Instrument may be recorded by Seller upon Closing. Pending Closing, Purchaser shall remain fully liable for all costs, expenses, and other obligations of any and every kind related to the Fee Timeshare Interest ("**Fee Timeshare Interest Obligations**"). If the transaction contemplated hereby fails to close for any reason whatsoever, the Deed-back and Annexation Instrument will be cancelled and returned to Purchaser, and Purchaser will remain fully liable for the Fee Timeshare Interest Obligations.

(d) In the event that the Note, this Agreement, or the Deed-back and Annexation Instrument (if applicable), or any other document or instrument which evidences or secures payment of the Purchase Price, is misplaced or has not been completely and validly executed by Purchaser for any reason whatsoever, Seller shall have the option, in its sole discretion, (i) to cancel this Agreement at any time prior to Closing; or (ii) to send Purchaser whatever document(s) and/or instrument(s) that Seller needs Purchaser to re-execute, along with instructions on how to do so. In the event that Seller elects to cancel this Agreement, Seller shall provide written notice thereof to Purchaser and cause any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent (defined below), to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. In the event Seller sends Purchaser any document or instrument for re-execution, Purchaser shall promptly re-execute same, cause his or her signature to be notarized (to the extent indicated), and return such document(s) and/or instrument(s) to Seller in accordance with Seller's written instructions. Purchaser's failure to do so for any reason within 10 calendar days following Purchaser's receipt thereof shall constitute a default hereunder, entitling Seller to exercise its available rights and remedies pursuant to Section 14 below.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

3. SELLER'S RIGHT TO ACCEPT OR REJECT THIS AGREEMENT:

It is understood that Seller can accept or reject this Agreement. If Seller rejects this Agreement, Purchaser is only entitled to a refund of any payments made by Purchaser, without interest. This Agreement becomes effective and legally binding only when executed by both Parties. If Seller accepts this Agreement, then Seller, subject to Section 2 above, agrees to sell the Membership to Purchaser, and Purchaser agrees to make all of the payments required to be made under this Agreement when due and otherwise to comply fully with all of the terms, provisions, and conditions hereof and of the Collection Instruments.

4. DEPOSITS:

Purchaser's initial deposit and any subsequent payments made by Purchaser to Seller prior to Closing shall be delivered to and held in escrow by First American Title Insurance Company, the address of which is 400 S Rampart Blvd, Ste 290, Las Vegas, NV 89145 ("**Escrow Agent**"), pursuant to a Master Escrow Agreement by and between Seller and Escrow Agent, the terms, provisions, and conditions of which are incorporated by this reference. Any and all interest that accrues on Purchaser's deposit and subsequent payments shall, except to the extent prohibited by law, be payable to and inure to the sole benefit of Seller and not be credited toward the Purchase Price. Escrow Agent shall hold all such deposits and other amounts until presentation by Seller of written instructions to the effect that Closing has occurred. Seller shall have no right to use any of the funds held by Escrow Agent until such funds have been delivered to Seller in accordance with the provisions hereof.

5. VACATION OWNERSHIP PLAN:

(a) The Membership is a form of a "right-to-use" timeshare interest, and Purchaser will not receive a deed to any interest in real property.

(b) Purchaser acknowledges that notwithstanding any provision of this Agreement or the Collection Instruments, unless Purchaser is purchasing Specific Use Points, Purchaser will **not** have the guaranteed exclusive right to reserve, use, and occupy any particular Collection Accommodation. Purchase acknowledges that the Membership is subject to the Collection Instruments as amended and/or supplemented from time to time.

(c) The Collection shall be perpetual unless terminated by the Members in the manner described in the Collection Instruments.

(d) Purchaser may be prohibited from making a reservation or using and occupying a Collection Accommodation unless Purchaser has timely paid any and all Assessments, Personal Charges and other amounts levied pursuant to the Collection Instruments and otherwise fully complied with all of the terms, provisions, and conditions of the Collection Instruments.

6. ASSOCIATION MEMBERSHIP AND TRANSFER:

Upon Closing, Purchaser will automatically become a Member of the Association. Purchaser agrees to be subject to and to comply fully with the Collection Instruments. If the number of a Member's annual allotment of Points falls below the Minimum Points

Threshold for any reason, such as the partial transfer of Points or expiration of Term Points, the affected Membership will cease to be a valid Membership unless sufficient additional Points are acquired to meet the Minimum Points Threshold. The current Minimum Points Threshold for a valid Membership is 2,000 Points. Any purchase of additional Points will be governed by prices in effect at the time of purchase. Purchaser's right to sell or otherwise transfer his or her Membership and the resulting update to the Register of Members is subject to prior approval by the Association and certain other applicable requirements set forth in the Collection Instruments.

7. ASSESSMENTS:

(a) Purchaser understands and agrees that in accordance with the provisions of the Collection Instruments, the Association is empowered to levy and collect Assessments against each Membership for management and maintenance expenses. In addition to Assessments, Purchaser understands and agrees that he or she will be responsible for the timely payment to the Association of any Personal Charges or other charges that he or she incurs, all in accordance with the provisions of the Collection Instruments. Assessments shall be due and payable to the Association prior to Purchaser's use and occupancy of a Collection Accommodation in Purchaser's Initial Use Year, as set forth on Page 1 hereof. The amount of the Assessments each year may vary and will be determined as outlined in the Collection Instruments.

(b) The Association may enforce Purchaser's obligation to pay Assessments and Personal Charges in the manner set forth in this Agreement and in the Collection Instruments or as otherwise permitted by law. Purchaser may be prohibited from reserving, using, or occupying any Collection Accommodation or exercising any other rights, benefits, or privileges to which Purchaser would otherwise be entitled pursuant to the Collection Instruments, unless all Assessments and other amounts that Purchaser owes the Association or Seller have first been paid in full. Purchaser's failure for any reason to pay on a timely basis any and all Assessments could result in the enforcement of the Association Security Interest (defined below) by the Association and the loss of Purchaser's Membership. Purchaser's failure for any reason to use and occupy a Collection Accommodation shall not exempt Purchaser from his or her obligation to pay in full all Assessments levied against his or her Membership.

8. EXCHANGE PROGRAMS:

The Asscciation has entered into an Affiliation Agreement (the "**Affiliation Agreement**") with Diamond Resorts International Club, Inc. ("**DRIC**"). Under the Affiliation Agreement, the Association and the Collection are affiliated with THE Club. Purchaser's membership in THE Club is automatic and is subject to the annual payment of fees that are imposed by DRIC, and are subject to change in DRIC's sole discretion. The Affiliation Agreement permits the annual membership fee for THE Club to be collected by the Association along with the Assessments. Purchaser should refer to the Association budget for more details. Under the Affiliation Agreement, membership in THE Club may not be transferred without the consent of DRIC and transfer by Purchaser of the Membership in the Collection does not, without the consent of DRIC, have the effect of transferring membership in THE Club. THE Club may, but is not obligated to, have a relationship with an external exchange program. At the current time, THE Club is affiliated with Interval International, Inc. ("**Interval International**") under which Interval International has agreed to offer its reciprocal exchange services to members of THE Club. Exchanges through external exchange programs may be subject to certain terms, conditions and the payment of fees that are imposed by the external exchange program. Seller makes no representations concerning THE Club, Interval International, or any other exchange programs that may become affiliated with the Collection, including but not limited to current or future services to be provided, the cost, continued availability, or success of exchange programs. Any representations made regarding THE Club or Interval International by DRIC or its agents or employees or within the literature, brochures, or videos prepared or provided by DRIC or Interval International are solely the representations of DRIC or Interval International, respectively, and should not be relied upon as being the representations of Seller.

9. CLOSING:

Except as otherwise provided by applicable law, for purposes of this Agreement, the term "**Closing**" shall mean that date when all of the following have occurred: (i) the cancellation period set forth in Section 21 has expired without Purchaser having exercised his or her rescission right; (ii) Purchaser and Seller have executed, as applicable, all documents necessary to effect transfer of the Membership to Purchaser including, but not limited to, this Agreement, and if applicable, the Note; (iii) Seller has received from Purchaser either (a) an executed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds; and (iv) the Purchaser has been entered into the Register of Members. Except as otherwise expressly provided in any of the Collection Instruments to the contrary, Purchaser may not reserve, use, or occupy any Collection Accommodation or exercise any other rights, benefits, or privileges appurtenant to his or her Membership until Closing occurs. If Closing has not occurred within one year following the date of this Agreement because Purchaser has elected to rescind this Agreement pursuant to Section 21 below, then Seller will within 20 days thereof, order any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. Escrow Agent shall act as the closing agent for the purposes of collecting and disbursing all applicable funds and distributing and filing all applicable documents and instruments. Upon Closing, Seller shall deliver to Purchaser a Points Certificate evidencing the Purchaser's Membership and a fully executed copy of this Agreement.

10. TITLE AND TITLE INSURANCE:

All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Purchaser understands and acknowledges that the basis for the Membership is certain real property interests (called "**Resort Interests**") in various resorts, hotels and other vacation properties and that title to those interests is held in a trust (the "**Trust**") for the benefit of the Association and Members pursuant to a recorded Trust Agreement with First American Trust, FSB, a federal

savings bank or another independent trustee ("**Trustee**"). Resort Interests are conveyed to the Trust subject to the Trust Agreement and Declaration and are otherwise not encumbered with blanket liens of any lender or lienholder or have a nondisturbance agreement in place which fully protects the use and enjoyment rights of each Member in the event of foreclosure. Further, in connection with each conveyance of Resort Interests to the Trust, Seller has caused First American Title Insurance Company to issue in favor of the Association, where available, an ALTA Owners Title Insurance Policy insuring the Trustee's ownership of the Resort Interests. Copies of such Owners Title Insurance Policies are available for inspection by Members at the offices of the Association.

11. SECURITY INTERESTS:

(a) **Seller's Security Interest.** If Seller is providing Financing to Purchaser in connection with the purchase of the Membership, then Purchaser, as debtor, hereby grants to Seller, as secured party, effective as of Closing, a purchase money security interest (the "**Seller Security Interest**") in the Membership and in all rights, benefits and privileges appurtenant thereto as established in the Collection Instruments and all rights, benefits and privileges accruing thereto in the future, all replacements and additions to the foregoing, and all proceeds thereof (collectively, the "**Collateral**") to secure Purchaser's performance under the Note, this Agreement, and the Collection Instruments. No waiver by Seller or any holder of this Agreement of any default or breach by Purchaser shall operate as a waiver of any other default or breach, whether of the same type or not, by Purchaser.

(b) **Association's Security Interest.** Purchaser, as debtor, hereby grants to Association, as secured party, effective as of Closing, a security interest (the "**Association Security Interest**") in the Collateral to secure Purchaser's timely payment of Assessments and Personal Charges and Purchaser's performance under the Collection Instruments. The Association Security Interest shall, at all times, be junior and subordinate to the Seller Security Interest.

(c) **Financing Statements.** Purchaser irrevocably authorizes Seller and the Association, at any time and from time to time, to file in any Uniform Commercial Code ("**UCC**") jurisdiction initial financing statements and any amendments thereto that provide any other information required by Part 5 of Article 9 of the UCC of the applicable jurisdiction for the sufficiency, or filing office acceptance of, any financing statement or amendment, including (i) Purchaser's name and address, and (ii) if Purchaser is not an individual, Purchaser's type of organization and any organizational identification number issued to Purchaser. Purchaser shall furnish any such information in writing to Seller or the Association, as the case may be, within five (5) days after Seller's or Association's request. Each person identified as Purchaser in this Agreement represents and warrants to Seller and the Association that on the date of this Agreement he or she is domiciled in the state identified below his or her signature on this Agreement. Each person identified as a Purchaser in this Agreement shall notify Seller and the Association in writing if he or she changes his or her state of domicile within 30 days after such change. Such notice shall identify the state of such person's new domicile and his or her residential address therein.

(d) **Association as Third-Party Beneficiary.** Solely for purposes of this Section 11, the Association is an intended third-party beneficiary of this Agreement and is entitled to enforce the Association Security Interest granted by Purchaser hereunder.

12. PURCHASER'S REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS:

(a) Purchaser represents and warrants that the persons signing this Agreement have the legal capacity and are duly authorized to do so. Purchaser represents and warrants that Purchaser is not, and shall not become, a person with whom Seller is restricted from doing business with under the regulations of the Department of Treasury Office of Foreign Asset Control ("**OFAC**"). Such representation shall include, but not be limited to, a the representation that Purchaser is not a person or entity and is not acting on behalf of a person or entity named on OFAC's Specifically Designated Nationals and Blocked Persons list and Purchaser is not a resident or national of any Embargoed Country, as defined by OFAC. Purchaser acknowledges that prior to signing this Agreement, Purchaser received the state timeshare disclosure documents, together with the attached exhibits, all of which are hereby incorporated by this reference, and Purchaser agrees to be strictly bound by, and to comply fully with, the terms, provisions, and conditions of such documents, as each may properly be amended or supplemented from time to time. In the event of any conflict between this Agreement and the state timeshare disclosures, the state timeshare disclosures shall control. Purchaser further acknowledges and represents that the Membership is being purchased for Purchaser's personal use and not for its investment potential or any possible rent returns, tax advantages, depreciation, or other financial advantages and that no representations of any nature whatsoever have been made by Seller or any of its salespersons or other agents to Purchaser concerning investment potential, rent returns, tax advantages, depreciation, or other financial advantages. Purchaser, including any person or entity related to Purchaser, does not own an interest in more than 10 Memberships in the Collection. Purchaser understands that Seller has no resale or rental program for non-Seller owned Memberships and acknowledges that neither Seller nor any of its sales agents, employees, or other representatives has indicated that Purchaser will be assisted in the resale or rental of his or her Membership in the future. Purchaser represents that Purchaser does not intend to use any Collection Accommodation as his or her principal residence. If Purchaser has received Financing, then Purchaser acknowledges receipt of a completed Truth-in-Lending Disclosure Statement prior to executing this Agreement. Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) arising out of or in connection with any breach by Purchaser's representations and warranties. All of Purchaser's acknowledgments, representations and warranties set forth herein shall survive Closing.

(b) Purchaser acknowledges and agrees that immediately following Closing, Seller shall have no further obligations or liabilities of any kind under this Agreement, or under any other document or instrument referred to in this Agreement, and Purchaser shall look solely to the Association and the Manager, together with any other entities that from time to time become obligated to Purchaser as provided in the Collection Instruments, for the fulfillment and satisfaction of any of Purchaser's rights, benefits, and privileges as a Member of the Collection, and not to Seller.

13. NO WARRANTIES:

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, OR BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER IRREVOCABLY WAIVES, EACH OF THE FOREGOING WARRANTIES.

14. DEFAULT:

(a) Subject to any notice and right to cure provided below, Purchaser shall be in default under this Agreement if Purchaser fails to pay on time, keep any promise, or fulfill any agreement or obligation contained in the Note, this Agreement or any of the Collection Instruments. In the event of a default by Purchaser, Purchaser shall not be entitled to reserve, use, or occupy any Collection Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to his or her Membership.

(b) **Subject to any notice and right to cure provided below, Purchaser and Seller agree that: Purchaser's default on or before Closing shall entitle Seller to immediately terminate this Agreement and all of Purchaser's rights, benefits, and privileges hereunder. Upon such termination, Seller shall retain or cause Escrow Agent to deliver to Seller all sums of money previously paid by Purchaser hereunder as liquidated damages and not as a penalty.**

(c) Upon Purchaser's failure to timely perform any of Purchaser's obligations under the Note, this Agreement or any of the Collection Instruments after Closing, Purchaser shall be in default hereunder, whereupon Seller (or its successor or assign) may enforce the Seller Security Interest against the Collateral in accordance with this Subparagraph. Upon the occurrence of any such failure, including the non-payment of any amounts due and owing by Purchaser under the Collection Instruments, Seller shall give Purchaser written notice and if Purchaser has not cured the applicable failure within 10 days after Seller gives such notice if Purchaser has failed to pay money, or within 30 days after Seller gives such notice if Purchaser has failed to perform or observe any other term of the Note, this Agreement or any of the Collection Instruments, Purchaser shall be in default under this Agreement and Seller (or its successor or assign) may (a) enforce the Seller Security Interest in accordance with Article 9 of the UCC; (b) provide written notice of termination of the Membership and terminate the Membership within 60 days of the date of the notice of termination and retain all amounts previously paid by Purchaser as liquidated damages and not as a penalty; or (c) pursue any other remedy available to Seller, at law or in equity, however, Seller hereby confirms that it will not seek any deficiency judgment against defaulting Purchaser beyond the forfeiture of the Membership.

(d) Notwithstanding the foregoing provisions of this Section 10 to the contrary, if, for any reason, Seller is unable or fails to comply with the material provisions of this Agreement, then the sole obligation of Seller shall be to refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser all payments previously made by Purchaser hereunder, without interest. Upon such refunds being made, this Agreement shall be deemed canceled, and all rights and obligations hereunder shall immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO PURCHASER, AT LAW OR IN EQUITY.**

15. NO OTHER AGREEMENTS OR REPRESENTATIONS:

Seller and Purchaser agree that this Agreement (including the documents and instruments incorporated by reference) embodies the entire agreement between them related to Purchaser's purchase and financing (if applicable) of the Membership and supersedes and replaces any and all prior negotiations, representations, agreements, and understandings, both oral and written, in connection therewith. No amendment to or modification of the terms of this Agreement shall be valid without the written approval of the legal counsel of Seller. Oral representations of Seller or Seller's agents should not be relied upon by Purchaser as correctly stating the representations of Seller. For correct representations, Purchaser should rely entirely on this Agreement and the documents and instruments contained by reference.

16. ASSIGNMENT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, and personal representatives. Purchaser's Membership cannot be sold, assigned, transferred, conveyed, or encumbered except in accordance with the terms, provisions, and conditions hereof and the Collection Instruments. Purchaser acknowledges that Seller has the right, in its sole discretion, to assign some or all of its rights and interests hereunder and, if applicable, under the Note. Purchaser may not assign any of his or her rights or interests hereunder, without the written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. The terms and provisions hereof shall be deemed independent and severable, and the invalidity of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

17. CHOICE OF STATE LAW AND FORUM; WAIVER OF JURY TRIAL:

Except to the extent preempted by federal law, this Agreement shall be exclusively governed by and construed in accordance with the laws of Nevada without regard to its choice of law rules. Subject to Section 14 hereof, any legal action or proceeding arising out of or in any way relating to this Agreement which is not subject to the Arbitration provisions outlined below, shall only be brought in an appropriate court of competent jurisdiction on behalf of the Parties and their respective successors and assigns, hereby irrevocably

submit to the jurisdiction of any such court and agree that venue properly lies solely in such courts to the exclusion of all other judicial and non-judicial forums. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE PARTIES, AND ANY OTHER PERSON CLAIMING RIGHTS OR OBLIGATIONS BY, THROUGH, OR UNDER THIS AGREEMENT SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR LEGAL PROCEEDING THAT MAY BE COMMENCED BY OR AGAINST ANY OF THE FOREGOING PERSONS CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT, OR PERFORMANCE OF THIS AGREEMENT OR ANY OF THE COLLECTION INSTRUMENTS.**

18. ARBITRATION PROVISION

(a) Opt-Out Right. **IF PURCHASER DOES NOT WANT THIS ARBITRATION PROVISION TO APPLY, WITHIN 30 DAYS PURCHASER MUST SEND A SIGNED LETTER TO SELLER STATING THAT THE ARBITRATION PROVISION DOES NOT APPLY. OPTING OUT OF ARBITRATION WILL NOT AFFECT ANY OTHER PROVISION OF THIS AGREEMENT.**

(b) Arbitration Terms Defined. In this Arbitration Provision, the term "**Company Party**" means Seller and/or the Association, their affiliates and the agents, representatives, members, employees, officers and/or directors of such entities, if and to the extent that any Claim is asserted by or against such entity or person. "**Bound Parties**" means each Company Party and Purchaser. "**Claim**" means any legal claim, dispute or controversy between any Company Party and Purchaser, including statutory, contract and tort disputes of all kinds and disputes involving requests for declaratory relief, injunctions or other equitable relief. However, "Claim" does not include any individual action brought by a Purchaser in small claims court or an equivalent court, unless such action is transferred, removed, or appealed to a different court, and does not include any dispute concerning the validity and effect of Section 18(h) below, the ban on class actions and certain other proceedings (the "**Class Action Ban**"). "**Administrator**" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, http://www.adr.org, or if Purchaser so elects in a notice given to Seller (which will serve as notice to each Company Party) within 20 days after a demand for arbitration, the National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405, http://www.arb-forum.com.

(c) Arbitration of Claims. Unless Purchaser has exercised his or her opt-out right pursuant to Section 18(a), upon the election of Purchaser or any Company Party, any Claim between Purchaser and such Company Party shall be resolved by binding individual (and not class) arbitration. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed. The neutral arbitrator shall be appointed within a specified period of time, which in no event shall be more than 60 days from the administrator's receipt of a written request from a Bound Party to arbitrate the Claim. To the extent this Arbitration Provision conflicts with any other agreement binding the Bound Parties, this Arbitration Provision shall govern.

(d) Fees; Location. Any Company Party to a Claim asserted by Purchaser in good faith or to any Claim asserted by such Company Party will bear all fees of the Administrator or arbitrator in connection with such Claim. The Company Party will also bear the reasonable fees and expenses of Purchaser's attorneys if any Claim initiated by Purchaser is resolved in Purchaser's favor. If a participatory arbitration hearing is requested, it will take place in the county where this Agreement was signed or, if the Administrator determines that such location would be unfair to Purchaser, at a location reasonably convenient to Purchaser.

(e) Governing Law. This Arbitration Provision shall be governed by the Federal Arbitration Act (the "**FAA**") and not state arbitration laws, provided that Nevada law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his or her decision.

(f) Appeal of Arbitrator's Decision. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA.

(g) Jury Trial Waiver. **IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

(h) Class Action Ban. **NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE, WITH RESPECT TO ANY CLAIM. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION, WITH RESPECT TO ANY CLAIM. NO CLAIMS INVOLVING THE BOUND PARTIES MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON.** Notwithstanding any language in this Arbitration Provision to the contrary, any dispute about the validity or effect of the above Class Action Ban shall be resolved by a court and not an arbitrator or the Administrator.

(i) Survival; Severability. This Arbitration Provision shall survive repayment of all amounts owed under this Agreement or the Note, the cancellation of this Agreement, any bankruptcy and any assignment of Seller's rights under this Agreement and/or the Note. If any part of this Arbitration Provision is unenforceable (other than the Class Action Ban), the remainder of this Arbitration Provision shall still apply. If the Class Action Ban is held to be unenforceable, this Arbitration Provision (other than this sentence) and any other arbitration provision between the Bound Parties shall be null and void in such proceeding, provided that the Company Party shall have the right to appeal any holding that the Class Action Ban is unenforceable.

19. NOTICES:

Any notice that either party hereto desires or is required to give the other party under this Agreement shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) 3 business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) 1 business day after being sent via overnight courier service addressed to the applicable party at its address stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this Section. If Purchaser consists of more than 1 person, then notice to any of them shall be deemed to constitute notice to all of them. Unless and until written notice of an alternative addressee and address is received by the other party, the last addressee and address as stated by written notice or as provided herein, shall be deemed to continue in effect for all purposes hereunder.

20. MISCELLANEOUS:

Purchaser is advised to read each and every paragraph very carefully. No term, provision, condition, restriction, agreement, covenant, or obligation contained herein shall be deemed to have been abrogated or waived by reason of any failure by a party hereto to enforce the same, irrespective of the number of violations or breaches thereof that may occur. The exercise of any right or remedy provided by law and/or the provisions of this Agreement shall not preclude the exercise of other consistent rights or remedies unless they are expressly precluded hereby. Purchaser hereby grants Seller the right, in its sole discretion, to correct any scrivener's, typographic, or clerical errors in connection with this Agreement or any documents or instruments related hereto, provided that no such correction adversely affects any rights, benefits, or privileges afforded to Purchaser or materially alters any duties or obligations of Purchaser. Any such corrections shall be initialed by an authorized representative of Seller and shall be legally binding upon Purchaser, together with its successors and assigns, even though not initialed or otherwise acknowledged by Purchaser. All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Under no circumstances whatsoever shall this Agreement or any portion hereof be recorded in the public records of any county or other jurisdiction. The captions used in this Agreement are for informational purposes only and do not amplify or limit in any way the provisions hereof.

[Remainder of Page Intentionally Left Blank. Section 21 and Signature Page Follows.]

21. STATE SPECIFIC PROVISIONS:

(a) Refund Upon Cancellation. In the event that Purchaser cancels this Agreement during the Cancellation Period, Seller will refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser the total amount of any and all payments made by Purchaser under this Agreement and such refund shall be made by Seller or Escrow Agent within twenty (20) calendar days after Seller's actual receipt of Purchaser's written notice of cancellation, or within five (5) calendar days after Seller's or Escrow Agent's receipt of funds from Purchaser's cleared check, whichever is later.

(b) Resale of Membership. Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.

(c) Public Offering Statement. Seller is required to provide the Association with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the Association for inspection as part of the books and records of the Association.

(d) Rescission Rights. You may cancel this Agreement without any penalty or obligation within 10 calendar days after the date you sign this Agreement, or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services, 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the day and year first written above.

Signature: Robert Lee McCoy, Jr.

Street Address: 152 Derwent Ln NW
City, State, Zip Code: Huntsville, Alabama 358106202
Home Telephone Number: 256-858-0830
Business Telephone Number:
E-Mail Address: RLMCCOY2@gmail.com

Signature: Alice Kegler McCoy

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address: RLMCCOY2@gmail.com

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

Signature:

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager
By:

Authorized Representative

Vanessa Ortega
Printed Name

11-18-16
Acceptance Date
Sales Agent - Anthony - 34972 Wishart

17508304-Promissory Note Multisite Collection

November 18th, 2016 **Note No.: 25203426**

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **ROBERT LEE MCCOY, JR. and ALICE KEGLER MCCOY** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is **152 Derwent Ln NW Huntsville, Alabama 358106202**, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Thirteen Thousand Seven Hundred Forty and 00/100 ($13,740.00)**, together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Sixteen and 99/100 (16.99%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act. Maker shall pay Holder in **120** equal monthly installments of **Two Hundred Thirty-Eight and 71/100** Dollars **($238.71) each, with the first such installment being due and payable on** _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by **Zero** percent (**0.00%**) per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal

balance at the beginning of the month, times the Annual Rate, times a fraction equal to the number of days from the immediately preceding Payment Date through the date of prepayment divided by the number of days in the year. Holder will not charge any collection fee for the month of prepayment and Holder will not charge any collection fees and monthly finance charges attributable to months following any prepayment in full.

This Promissory Note is given in partial payment for a membership in the Diamond Resorts U.S. Collection (the "**Membership**"). Payment of principal, finance charges and other charges hereunder is secured by a security interest established under the Purchase and Security Agreement (the "**Agreement**") of even date herewith by and between Diamond Resorts, as seller, and Maker, as purchaser. The terms and provisions of the Agreement are hereby fully incorporated herein by this reference.

If all or any part of the Membership or an interest therein is sold or otherwise transferred by Maker (whether such interest is legal or equitable, present or future, vested or contingent) without Holder's prior written consent (which consent may be withheld for any reason whatsoever), excluding (i) the creation of a lien or encumbrance subordinate to the Agreement; (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iii) the grant of any leasehold interest of one (1) week or less not containing an option to purchase the Membership, then Holder may, at Holder's option, except to the extent prohibited by law, declare all of the amounts secured by the Agreement to be immediately due and payable.

Upon the failure of Maker to make any payment required under this Promissory Note in accordance with the terms hereof or Maker's breach of any of the other covenants or agreements contained herein or in the Agreement, then and in such event, Holder, at Holder's option, subject to any right of reinstatement to which Maker is entitled under applicable law, may (i) declare, without further demand, all of the amounts owed hereunder to be immediately due and payable; and (ii) pursue all rights and remedies available to Holder under this Promissory Note and the Agreement by appropriate proceedings. To the extent permitted by law, Holder shall be entitled to collect in such proceedings all expenses of enforcement, including but not limited to reasonable attorneys' fees, publication costs, costs of judgment and other searches, and court costs. Failure of Holder to exercise its available rights and remedies hereunder or as provided by law with respect to any default by Maker shall not be deemed to constitute a waiver of such rights or remedies with respect to any subsequent default, whether the same or different in nature.

In the event that any amount due under this Promissory Note is paid more than ten (10) days after the date upon which such amount is due, then Holder shall be entitled to collect a late charge from Maker in an amount equal to the lesser of (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment, provided that such amount does not exceed the maximum late charge permitted to be charged under the laws of the State of Nevada. To the extent permitted by law, Maker shall further be liable to Holder for any out-of-pocket costs incurred by Holder in the event that a check issued by Maker is dishonored for any reason.

During any time in which Maker is in default under this Promissory Note, finance charges may, at Holder's option, accrue on the actual outstanding balance on a simple interest basis at a default rate equal to the maximum lawful rate permitted to be charged by Holder under the laws of the State of Nevada. In the event that there is no such maximum lawful rate, then finance charges shall accrue on the actual outstanding balance on a simple interest basis during such period at a default rate of twenty-five percent (25%) per annum.

In the event that counsel is employed to collect all or any part of the indebtedness evidenced hereby, whether at maturity or following acceleration, to the extent permitted by law Maker agrees to pay Holder's reasonable attorneys' fees, whether suit be brought or not (including any fees associated with appeals or bankruptcy proceedings), and all other costs and expenses reasonably incurred in connection with Holder's collection efforts.

Maker and any endorser, guarantor, or surety, jointly and severally, hereby waive presentment, protest, demand, notice of protest, and dishonor of this Promissory Note, and expressly agree that this Promissory Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker or any endorser, guarantor, or surety hereof. To the extent not prohibited by applicable law, Maker also waives any rights to any stay of execution and the benefit of all homestead and/or other exemption laws now or hereafter in effect.

This Promissory Note shall be the joint and several obligation of each person signing below and shall apply to and bind each of them and each of their respective heirs, successors, personal representatives, and assigns.

The validity, construction, and enforceability of, and the rights and obligations of Maker and Holder under, this Promissory Note shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

In the event that any one or more of the provisions of this Promissory Note shall for any reason be held to be invalid or unenforceable, in whole or in part or in any respect, then such provision or provisions only shall be disregarded as though not contained herein and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

It is the intent of Holder to comply fully with all interest and usury laws of the State of Nevada, as currently enacted or hereafter in effect. Notwithstanding any provision hereof to the contrary, in no event shall this Promissory Note require the payment or permit the collection of interest in excess of the maximum amount of interest permitted under the laws of the State of Nevada. In the event that the amount of interest contracted for, charged, or received under this Promissory Note exceeds the maximum amount of interest permitted under the laws of the State of Nevada, then the provisions of this paragraph shall govern and control, and neither

Maker nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it exceeds the maximum amount of interest permitted under the laws of the State of Nevada. Any such excess interest which may have been collected by Holder shall, at the option of Holder, either be applied as a credit against the unpaid principal balance hereof or be refunded to Maker, and the effective rate of interest shall be reduced to the maximum rate of interest permitted to be charged under the laws of the State of Nevada.

Except for any notice required under applicable law to be given in another manner, any notice that either party desires or is required to give the other party under this Promissory Note shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) three (3) business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) one (1) business day after being sent via overnight courier service such as Federal Express, addressed to the applicable party at the address therefor stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this paragraph. If Maker consists of more than one (1) person, then notice to any of them shall be deemed to constitute notice to all of them.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAKER:

Robert Lee McCoy, Jr.	**Alice Kegler McCoy**
Printed Name	Printed Name
Printed Name	Printed Name

Diamond Resorts

17508304-Truth In Lending Disclosure Multisite Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Robert Lee McCoy, Jr.
Name

Alice Kegler McCoy
Name

Name

Name

152 Derwent Ln NW
Address

Huntsville, Alabama 358106202
City/State/Zip

25203426
Promissory Note Number

256-858-0830
Home Telephone

Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	**The dollar amount the credit will cost you:**	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: **$26,126.**
17.6754 %	**$15,625.20**	**$13,740.00**	**$29,365.20**	**$55,491.20**

Look

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment			Payments are due monthly beginning
	P & I	+ Collection Fee =	Total Payment	
120	$238.71	+ $6.00 =	$244.71	January 2nd, 2017 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: ☐ **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, your interest rate will increase by **Zero** percent (**0.00%**) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from **$244.71** to **$244.71.**

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

Robert Lee McCoy, Jr.
Printed Name

Alice Kegler McCoy
Printed Name

Printed Name

Printed Name

November 18th, 2016
Date

Rev 08/10 - (10072010)_e_sig_03_21_2016

DIAMOND RESORTS INTERNATIONAL
Stay Vacationed.

Diamond Resorts Financial Services, Inc.
10600 West Charleston Blvd.
Las Vegas, Nevada 89135-1014

Payment for Account # 0026130992

Due date: 07/06/2018
Amount due: $371.38
If received on or after: 07/16/2018
Please pay: $402.38

☐ If new address information, please check box and fill out the back of this coupon.

Make Checks Payable to:

Diamond Resorts Financial Services, Inc.
P.O Box 60480
Los Angeles CA 90060-0480

DR_MS ▲ 0 0 0 4 6 3

Robert Lee Mccoy Jr
152 Derwent Ln NW
Huntsville AL 35810-6202

001002613099203713 85

▲ Please detach the above and return coupon with payment. ▲

DIAMOND RESORTS INTERNATIONAL
Stay Vacationed.

Diamond Resorts Financial Services, Inc.
10600 West Charleston Blvd.
Las Vegas, Nevada 89135-1014

Monthly Loan Statement

Account #:	0026130992
Invoice Date:	07/16/2018
Due Date:	07/06/2018

Robert Lee Mccoy Jr
152 Derwent Ln NW
Huntsville AL 35810-6202

Principal Balance Remaining as of 07/16/2018	$31,100.48
Interest Paid to Date as of 07/16/2018	$2,770.35
Total Due	$371.38

DIAMOND RESORTS INTERNATIONAL
Stay Vacationed.

About Diamond Resorts International®

Diamond Resorts International®, with its network of more than 420 vacation destinations located in 35 countries throughout the continental United States, Hawaii, Canada, Mexico, the Caribbean, South America, Central America, Europe, Asia, Australasia and Africa, provides guests with choice and flexibility to let them create their dream vacation, whether they are traveling an hour away or around the world. Our relaxing vacations have the power to give guests an increased sense of happiness and satisfaction in their lives, while feeling healthier and more fulfilled in their relationships, by enjoying memorable and meaningful experiences that let them Stay Vacationed.®

Mailing Address / Phone Updates

Print only the information that requires a change.

Diamond Resorts Financial Services, Inc.
10600 West Charleston Blvd.
Las Vegas, Nevada 89135-1014

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Home Phone: _____

Work Phone: _____

Authorization Agreement for Direct Payments (ACH Debits)

I/We hereby authorize Diamond Resorts Financial Services, Inc., or successor servicer, hereinafter called COMPANY, to initiate debit entries to my/our account indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same from such account. I/We acknowledge that the origination of ACH transactions to my/our account must comply with the provisions of U.S. law.

(check one) ☐ Checking Account / ☐ Savings Account

Depository Name: _____ City: _____ State: _____ Zip Code: _____

Routing Number: _____ Account Number: _____

Payment Amount: _____ Additional Principal: _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me/us of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. Please allow 10 days for all changes to be effective.

PLEASE PRINT

Name(s): _____ Loan Account No: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Payment Options

Option 1 - SurePay

Diamond Resorts Financial Services, Inc. would like to introduce you to our "SurePay" Automated Payment Plan. SurePay can simplify making payments on your account. With SurePay, you will no longer need to write a check, find the coupons or mail the payments.

Instead, your payment will be automatically debited from your savings/checking account on a monthly basis. This can allow you to save time, postage and inconvenience. Additionally you will have a permanent record of your payments through your bank statement. Return the authorization agreement below along with a voided check to the remittance address on the front of this statement.

To expedite the process, fax the authorized agreement above along with a voided check to 1.702.765.8725.

E-mail us at loanservicing@diamondresorts.com with any questions regarding SurePay.

To Pay Your Loan In Full

Diamond Resorts Financial Services, Inc., cannot accept cash payments. To pay your loan in full, please call 1.877.DRI.CLUB (1.877.374.2582) to receive an accurate payoff quote. Partial payment funds will be posted to outstanding fees and/or unapplied credit.

Option 2 - Check

Detach the coupon and return with your check to the address on the coupon.

Option 3 - Credit Card Online

You can quickly and easily manage your accounts and pay your bills at DiamondResorts.com. All major credit cards accepted.

Option 4 - Credit Card By Phone

You may also call 1.877.DRI.CLUB (1.877.374.2582)
Choose the payment option for our fully automated service available 24/7.

Charges/Credit Reporting/Returned Check Fees

All payments received after the "late charge date" must include the late charge. Postal delays do not result in a waiver of the late charges; therefore, please allow adequate time for mail service. Diamond Resorts Financial Services, Inc. reports to various credit agencies. We will assess a returned check fee consistent with the laws of your state on all checks returned unpaid by your financial institution.

PRIORITY®

UNITED STATES POSTAL SERVICE. Retail

P US POSTAGE PAID

$7.35 Origin: 35810 02/13/19 0142450803-18

PRIORITY MAIL 3-Day ®

0 Lb 5.60 Oz

1004

EXPECTED DELIVERY DAY: 02/16/19

SHIP TO: TALLAHASSEE FL 32399

USPS TRACKING NUMBER

9505 5111 4796 9044 2402 68

PS00001000014

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FROM:
Robert L. McCoy Jr
152 DERWENT LN
Huntsville, AL 35810

TO:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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E-Mail: aa@aaronsonaustin.com

February 19, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Via Certified Mail

Re: Mr. Jose Zarate and Ms. Miriam Maldonado
Address: 1513 Orchid St., Lompoc, CA 93436
Account Number: 0027057398

Dear Ms. Gaxiola:

Our law firm has been hired to contest the lawfulness of the referenced transactions on behalf of our clients. The original sale occurred on October 16, 2018, when our clients paid $52,453.20 in order to join your company's timeshare network, including an initial deposit of $7,500.00, while financing the remaining $44,953.20. Our clients purchased an upgrade on December 15, 2018, when they paid $63,255.00, including an initial deposit of $3,165.00, while financing the remaining $60,090.00. Both assets have a combined purchase total of $115,708.20.

Kindly deal exclusively with our office until advised to the contrary under Title 15 and the analogous Nevada statute concerning the issues at hand. These issues include certain false promises and flaws in the closing process that occurred during the transaction. In addition, our clients are unable to access the resort network as promised, even by comparison to one booking *anonymously* through individual resort websites or internet booking services.

Mr. Jose Zarate and Ms. Miriam Maldonado first met with your sales team during their vacation on October 16, 2018 in Las Vegas, Nevada at the Excalibur Hotel. They were approached by a stand worker at the Excalibur Hotel, and were offered two free tickets to Las Vegas shows and a $50.00 debit card if they attended a presentation at a new hotel. Our clients were told that it would last approximately 90 minutes. They were not told that this was going to be a sales presentation or a timeshare presentation. During the presentation they were given a tour of a room located in the Polo Towers and were shown pictures of more worldwide properties.

At the outset of this process, our clients sat through a preliminary informational session that generally went over the benefits of "vacation ownership." Afterward, our clients were assigned to Giovanni Santana (License #3916) as their personal sales agent. Mr. Santana made a number of very specific promises during this segment of the process. For example, our clients were led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of the resorts and other destinations throughout the network. They were specifically told that they could travel to Australia, Bora Bora and Italy and stay at international resort destinations. Our clients were told that members have priority on booking any reservations for hotels rooms, cruises or flights.

Mr. Santana stated that the purchase was a onetime deal, and mentioned that it would appreciate in value similar to an investment in real estate. He also mentioned that your company had a resale and rental program to enhance the value of the investment. Our clients were advised too that they could offset the cost of the timeshare through rentals or by participating in certain exchange programs. In addition to this, they were told that if for some reason they did not like the timeshare, or no longer wanted it anymore, they could easily sell it back to Diamond Resort at any time. After a few hours into the presentation, our clients expressed their desire to leave due to the high price of the deal they were being offered on the timeshare. Mr. Santana asked our clients to stay longer and said he could improve the deal by talking to his sales manager. While Mr. Zarate and Ms. Maldonado waited for the sales manager to return, Mr. Santana showed our clients pictures on his cell phone of Diamond resort destinations, as well as pictures of himself with his fiancée at destinations that he claimed belonged to Diamond Resorts.

During the entire presentation process maintenance fees were never mentioned or discussed. It was only at the end of the process when our clients were about to sign the paperwork that they noticed that there were in fact maintenance fees. According to Mr. Santana, maintenance fees were going to be covered by a rewards program that was included in the contract. Our clients were told that the loan interest rate, which was 14.4083%, was going to transition to 4.9%. This was allegedly due to the fact that they had very good credit, and that this lower interest rate was going to be reflected on the paperwork by the following payment. This specific promise of a lower interest rate for our clients never came to fruition. Our clients later found out that they had to pay $1,684.00 in maintenance fees annually, which were subject to increases of 25% or more per year. None of this information was fully disclosed to Mr. Zarate and Ms. Maldonado at the time that they signed the contract.

After over 8 long hours of high-pressure sales pitching, our clients finally yielded under the stress and signed the closing documents. Throughout the closing phase, our clients were never given the chance to actually review the paperwork, and Mr. James Martinez, the quality assurance agent offered no assistance. Rather, he offhandedly flipped through the pages, merely pointing out the blanks to sign off on. He stated that the contract had the same information that was verbally discussed with the salesperson. The paperwork was signed electronically and with their signatures and initials duplicated throughout the contract. Our clients did not receive a public offering statement and neither was it mentioned at any time. Thus, it appears that the presentation and execution of certain documents necessary to close the transaction never occurred.

After Mr. Zarate and Ms. Maldonado arrived home, they attempted to reach Mr. Santana multiple times by phone and text messages in order to cancel the timeshare purchase. Their repeated attempts were ignored, and they received no replies whatsoever. This was all within the 5-day recession period pursuant to Nev. Rev. Stat. § 119A.410(1).

Our clients trusted that the closing documents accurately reflected the statements of the sales representatives. The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our clients actually tried to make reservations that they learned of this. Our clients have also since learned that they have to compete with *non-members* of your vacation club to book reservations. It is clear now that membership in the network is not a financial investment in any sense.

On December 15th, 2018 our clients met with a second salesperson Mr. Mario Montalbo (License #6447). Mr. Montalbo filled out all the paperwork for our clients in order to "fix" their loan, as he told them. Mr. Montalbo mentioned to our clients that they did not have enough points and would never be able to book anything with it. So he concluded that it would be better to add 2,000 points to the 7,500 points that our clients had previously purchased in October. Mr. Montalbo did not review the contract with our clients.

After 6 additional hours of intense sales pitching, our clients finally succumbed again to the same reckless tactics and signed the closing documents. Throughout their second timeshare closing phase, our clients were not given the chance to actually review the paperwork with Brandi Hughes, the quality assurance agent. Once again, the closing agent simply pointed to the dotted lines and told our clients to sign.

Thereafter, our clients have become heavily indebted, but have not been able to access the resort network as led to believe. Specifically, our clients have only been able to reserve a vacation interval once since having joined. They had a tremendous amount of difficulty making the reservation, and had to accept accommodations that were smaller in size and in a different resort than what they originally wanted.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/sb

cc: Clients

Ashley Moody, Attorney General
Florida Office of the Attorney General
Consumer Protection Division
The Capitol PL-01
Tallahassee, Florida 32399-1050

Halsey Beshears, Secretary
Florida Department of Business and Professional Regulation
Attn: Division of FL Condominiums, Timeshares, & Mobile Homes
Bureau of Compliance
2601 Blairstone Road
Tallahassee, Florida 32399-1030

Attorney General Xavier Becerra
Attorney General's Office
California Department of Justice
Attn: Public Inquiry Unit
P.O. Box 944255
Sacramento, CA 94244-2550

State of Nevada
Department of Business and Industry
Attn: Real Estate Division
3300 West Sahara Avenue, Suite 350
Las Vegas, Nevada 89102

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February 26, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Florida Attorney's General Office
MAR 04 2019
Citizen Services

Re:

Names: Marieta Bohulano Jacob
Address: 22 Canterbury Ct. Petaluma, CA 94954
Contract #: 17797050
Date of Purchase: November 18, 2018

Dear Mrs. Gaxiola,

We hope and trust this message finds you well. We are writing to follow up on our correspondence of a demand letter (attached) regarding our client Marieta Bohulano Jacob

As indicated in the letter, our client is willing to surrender all of her rights to the membership in Diamond Resorts International Inc, Inc. and relinquish any claims against your company in consideration of a rescission of all contractual obligations. We thank you for your time and consideration in this regard and look forward to your response.

Sincerely,

Austin N. Aaronson, Esq.

ANA/mg
Enclosures
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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December 27, 2018

Diamond Resorts International, Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Re:

Names: Marieta Bohulano Jacob
Address: 22 Canterbury Ct. Petaluma, CA 94954
Contract #: 17807534
Date of Purchase: November 18, 2018

Dear Ms. Gaxiola:

Our law firm has been hired to contest the lawfulness of the referenced transaction on behalf of our client. This sale occurred on November 18, 2018 when our client paid $13,067.00 in order to join your company's timeshare network.

Kindly deal exclusively with our office until advised to the contrary under Title 15 and the analogous state provision concerning the issues at hand. These issues include certain false promises and flaws in the closing process that occurred during the transaction. In addition, our client is unable to sell her timeshare as promised, even after upgrading her account with Diamond resorts in reliance on the explicit promises made by sales agent Anna Montalbo.

Mrs. Jacob first met with your sales team while visiting Las Vegas, Nevada where she was encouraged by Diamond VIP front desk agents to sit through a brief presentation of some kind. Our client was told that this presentation would involve information on conveying her timeshare interest and that she would have the opportunity to invest in your company.

At the outset of this process, Mrs. Jacob sat through a preliminary informational session while a key note speaker generally went over the benefits of "vacation ownership". Afterward, Mrs. Jacob together with others attending the event broke out into couples, in this case involving Anna Morgan, who was assigned as her personal sales agent. Mrs. Morgan made a number of very specific promises during this segment of the process. For example, our client was led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of these resorts and other destinations throughout the network. Anna Morgan also

promised our client she would be able to offset her maintenance fees by depositing 3000 points before December 14, 2018. Anna specifically offered to combine her maintenance fees and club dues into one payment to make the transactions much smoother, while further assuring our client she would walk her through the process as long as she called before the December 14th cutoff date. Our client and her guests were also shown marketing literature portraying the availability of resorts at numerous domestic and international locations. Anna Morgan of the sales staff and manager Matthew Gutierrez stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a re-sale and rental program to enhance the value of the investment. This resale program was the primary factor in our client's decision to upgrade her account, in reality this promise was merely illusory.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our client actually tried to make reservations that she learned of this. Mrs. Jacob has also since learned that she has to compete with non-members of your vacation club to book reservations. It is also clear now that membership in the network is not a financial investment in any sense.

Similarly, our client returned the called Anna Montalbo to claim her credit for points before December 14, 2018, as instructed, yet Ms. Montalbo never responded, even after multiple voicemails and text messages. It was not until our client finally spoke to Anna Morgan after expiration of the statutory rescission period that she received the correct information and realized Ms. Montalbo had willfully misrepresented the nature and characteristics of the reward points program.

After five hours of high-pressure sales pitching, our client finally folded/gave in/wilted under the stress and signed the closing documents. Throughout the closing phase Mrs. Jacob was never given the chance to actually review the paperwork, as evidenced by multiple missing signatures on the latter pages which pertain to closing disclosures. Mr. Matthew Gutierrez, the quality assurance manager, rendered no assistance. Rather, Matthew offhandedly flipped through the pages, merely pointing out the blanks to sign off on and even reading some portions of the contract to Mrs. Jacobs due to the language barriers. Mrs. Jacobs trusted that the closing documents accurately reflected the statements of the sales representatives. It appears that the presentation and execution of certain documents necessary to close the transaction never occurred, including a review of the public offering statement.

Thereafter, Mrs. Jacobs has become heavily indebted, and has not been able to access the resort network as led to believe. Specifically, our client has not been able to make a single reservation within the network despite the liberal access promised while also being burdened with a maintenance fee she was promised would be waived.

There exist equitable concerns that we urge you to consider in this instance as well. Initially, Mrs. Jacob has recently been diagnosed with type 2 diabetes involving daily monitoring and medication, including frequent time off from work. She also suffers from paroxysmal atrial fibrillation, gastrointestinal bleeding, and iron deficiency anemia requiring extensive medication involving routine hospital visits. Thus, without your kind consideration in this regard, our

clients' essential needs will be jeopardized due to the expense of a vacation interest that she can neither use nor afford. If you require verification with respect to any of these components of Mrs. Jacobs hardship, we can supply the documentation in confidence upon execution of an appropriate HIPAA release.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our client is willing to relinquish her vacation ownership interest in exchange for a release from any continuing obligations under the contract. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/mg
CC: Client

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(407) 644-0191 FAX

Web: www.aaronsonlawgroup.com
E-Mail: aa@aaronsonaustin.com

February 25, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: Names: Rhonda Lewis and John Lewis
Address: 7355 River Pine Drive, Mechanicsville, VA 23111-5245
Contract Numbers: 17802773 17802773, 17552344, and 17678831
Diamond Ticket Number: 2018051710000514
Date of Purchase: October 9, 2017

Dear Ms. Gaxiola:

We represent the legal interests of the referenced individuals with respect to a dispute that has arisen concerning their purchase of a resort vacation interest with your company. The first transaction giving rise to their grievances occurred on December 8, 2016, when our clients paid $31,220.00 in order to join your company's timeshare network, including an initial deposit of $4,684.00, while financing the remaining $26,536.00. Our clients purchased an upgrade on April 21, 2017, when they paid $20,900.00, including an initial deposit of $4,280.00, while financing the remaining $16,620.00. Our clients purchased a second upgrade on October 9, 2017, when they paid $21,550.00, including an initial deposit of $4,400.00, while financing the remaining $17,150.00. All assets have a combined total purchase price of $73,670.00.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and the Nevada Fair Debt Collection Practices Act. Certain misstatements and other irregularities occurred during the sales presentation with which our clients take issue. Moreover, they complain of problems in accessing the resort network on reasonable terms and conditions, even relative to the consuming public at large.

In terms of context, our clients were vacationing in Orlando, Florida when they were approached by your company and offered six free tickets to a theme park as inducements to take a

tour and attend a presentation at Tempus Palms Resort. Our clients were told that it would last 60 minutes and that investment opportunities would be discussed. Our clients were placed in a room, given name tags, and offered coffee and breakfast. About fifteen minutes later, a salesperson approached their table and sat with them until they completed their breakfast. Then, our clients were taken into another room where they sat through a preliminary informational session during which the merits of becoming members of your company's resort network were touted.

During this session, a number of promises were made, some of which our clients have since learned to be false. For example, our clients were led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of the resorts and other destinations throughout the network. They were specifically shown marketing literature portraying the availability of resort destinations around the globe, and were told that they could use their timeshare interest to go to these destinations. Our clients were told directly that their maintenance fees would never under any circumstances increase. Our clients were also under the impression that the allotted points which were offered were more than enough to go anywhere that they wished.

The sales representative, Mr. Trent Galloway, stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a resale and rental program to enhance the value of the investment. He also told our clients that the timeshare would pay for itself through income from rent and bookings made by other parties under their timeshare member ID. He further told our clients that this was a one-time offer that had to be decided upon immediately. When they told Mr. Galloway that they could not afford the cost, he invited his manager, Mr. Jose Gutierrez, into the discussion.

Our clients were offered an arrangement which would effectively "eliminate" the cost of the maintenance fees. The method involved applying for and opening a new Barclay's credit card account. Our clients were told that enrolling in the new credit card would help them accumulate enough points to be redeemed to entirely cover all maintenance fees. Our clients were told several times by Mr. Galloway that if they enrolled for the Barclay's card, they would never have to worry about paying maintenance fees because the points would entirely zero-out the cost. Mr. Galloway also reiterated that he himself, as well as his mother (who also works for Diamond Resorts), have used this tried and true method for many years. Mr. Galloway even touted the effectiveness of the card by frequently revealing his own Barclay's card to our clients throughout the presentation. Our clients were given such little information regarding the terms and conditions of the Barclay's credit card, that they were shocked to find out that they would have to charge egregious sums of money on the card in order to cover a small portion of the maintenance fees. Our clients subsequently discovered that they were signed up for not one, but *three* Barclay's credit card accounts, one of which was used for the most recent down payment. When our clients called Mr. Galloway to alert him of this error, he advised them to just cancel one card if they did not want it. Our clients never agreed to have two additional credit cards enrolled in their names.

Our clients were specifically told that if a scenario arose where they could not maintain the payments for the timeshare and were compelled to end the arrangement, Diamond Resorts would

gladly assist in renting the unit, or would purchase the timeshare from our clients. Mr. Galloway explained that if the timeshare had to be sold, Diamond Resorts would take care of it. Our clients were not told that Diamond Resorts severely limited their resale rights, as well as the purchaser's ability to make reservations.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our clients actually tried to make reservations that they learned of this. And our clients now realize that they are forced to compete with outsiders who are booking publicly through individual resort websites even though Mr. Galloway explicitly stated that the timeshare owner always had priority. He also told our clients that if a non-owner booked the room, the booking would be cancelled in order to accommodate the owner. It has become clear that membership in the network is not, properly speaking, a financial investment.

After over six hours of sitting through a strenuous, high-pressure sales presentation, our clients finally capitulated under the intense stress and signed the closing documents. During the closing phase, our clients were never provided a chance to thoroughly read the contents of the paperwork involved, and the manager, Mr. Gutierrez, offered no explanations. Rather, he perfunctorily pointed out the signature blocks on page after page. Accordingly, certain disclosures, waivers, acknowledgments, and even the public offering statement were not properly presented. Our clients trusted that the closing documents were true to the statements made by your sales staff.

There exist equitable concerns that we urge you to consider in this instance as well. Mr. Lewis and Ms. Lewis were married when the timeshare was bought, but are now divorced. Now that they are divorced, Ms. Lewis is burdened with the entire cost of the maintenance fees. Ms. Lewis has even attempted to sell the timeshare on her own, after your company refused to cooperate with her in selling or buying back the timeshare as previously promised. Ms. Lewis has paid off the original timeshare loan, and is seeking to relinquish her timeshare because she simply can no longer afford the timeshare interest. Currently, her spouse and she are dealing with a tax obligation from the IRS totaling upwards of $250,000.00. The financial burden created by this tax obligation has made it financially untenable for our client to maintain their ownership interests with Diamond Resorts.

Our clients have made a good-faith effort to reach out to your company over the course of many months in order to resolve this dispute, to the point where their case has a ticket number. They specifically asked to be released from this contract due to their unique and unfortunate circumstances. In direct response to this genuine expression of concern, our clients have been met with repeated stonewalling and run arounds, without any degree of cooperation by Diamond Resorts. When our clients called your company in an attempt to seek assistance, Mr. Galloway cut them off and said he would call him back. Our clients tried to call again on the same day, they still received no response. This same scenario repeated itself many times over the span of several months.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. We hope that you will work with us to bring this matter to a reasonable and timely close. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/sb

cc: Clients

Ashley Moody, Attorney General
Florida Office of the Attorney General
Consumer Protection Division
The Capitol PL-01
Tallahassee, Florida 32399-1050

Halsey Beshears, Secretary
Florida Department of Business and Professional Regulation
Attn: Division of FL Condominiums, Timeshares, & Mobile Homes
Bureau of Compliance
2601 Blairstone Road
Tallahassee, Florida 32399-1030

State of Nevada
Department of Business and Industry
Attn: Real Estate Division
3300 West Sahara Avenue, Suite 350
Las Vegas, Nevada 89102

Mark R. Herring, Attorney General
Virginia Office of the Attorney General
202 North Ninth Street
Richmond, Virginia 23219

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Please return completed consumer contact form to:
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The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Walter, Dawna K. (Last Name, First Name, Middle Initial)	Diamond Resorts International (Name/Firm/Company)
303 Hickory Lane (Mailing Address)	10600 West Charleston Blvd. (Mailing Address)
North Manchester, In (City, County)	Las Vegas (City, County)
In 46962 Wabash Co. (State, Zip Code)	Nevada 89135 (State, Zip Code)
260-388-2433 (Home & Business Phone, including Area Code)	877-787-0906 or 1-877-628-4463 (Business Phone, including Area Code)
507 Walter @ gmail (Email Address)	www.DiamondResorts.com (Business Email or Web Address)

Product or Service involved: Time Share @ Liki Tiki Village Fla. Amount Paid: $ 13604 then 4116 → 858 every yr.

Date of Transaction: 6/2003 i was contacted by: ____ Telephone ____ Mail ✓ Other

Have you retained an attorney? ☐ Yes ☑ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: ____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☑ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

See Letter

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Danna Walter Date: 2/19/2019

Kevin and Danna Walter
303 Hickory Lane
North Manchester, In 46962

Dear Attorney General Ashley Moody:

We would like to relinquish our Time Share with Diamond International. We have had it several years, but now our life style is changing :

- We are older.
- My husband has Multiple Sclerosis that is now advancing.
- We are limited to a few places, most of which are long distances. This requires additional costs for each vacation, as we need to fly, rent a car, and usually need hotel stay/s. Driving is no longer an option.
- Due to health issues, all of the above have presented problems, making our trips less desirable.
- There are too many rules as to when we can travel and time restraints as to when we can make arrangements.
- Maintenance costs and Taxes continue to rise
- When we asked about selling or giving it back, we were told we could not.
- We have tried renting it. This was a waste of money.
- We thought we would be able to have our children and grandchildren enjoy it. It proved to be too expensive and easier to use a vacation rental in our area.
- When Diamond took over we went for their "update"

presentation. We were treated horribly as the updates are really only high pitched sales. I believe that was in 2014 at Williamsburg.

- Due to our distrust of Diamond, we eventually went with an outside company to help us.

We are now Senior Citizens with advancing medical issues, limited income, and difficulties traveling. We would greatly appreciate any assistance.

Respectively,

Danna Walter

Danna Walter

SANTA ANA CA 926

27 FEB 2019 PM 2 L

OFFICE OF THE ATTORNEY GENERAL
ASHLEY MOODY - STATE OF FLORIDA

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E-Mail: aa@aaronsonaustin.com

February 27, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: **Names:** Michael West (and Ramona Beasley)
Current Address: 204 Goodrich Street, Hamden, CT 06517
Contract No.: B11-52772.1
Loan ID No.: 0023073110
Date of Purchase: May 29, 2007

Dear Ms. Gaxiola:

We hope and trust this message finds you well. We are writing to follow up on our correspondence of a demand letter (attached) regarding our client, Michael West.

As indicated in the letter, our client is willing to surrender all of his rights to his membership in Diamond Resorts International, Inc. and relinquish any claims against your company in consideration of a rescission of all contractual obligations. We thank you for your time and consideration in this regard and look forward to your response.

Sincerely,

Austin N. Aaronson, Esq.

ANA/sc
Enclosures
cc: Client

Office of Attorney General Ashley Moody
State of Florida
Attention: Citizen Services
PL-01, The Capitol
Tallahassee, FL 32399-1050

AARONSON LAW FIRM

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November 1, 2018

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: **Names:** Michael West (and Ramona Beasley)
Current Address: 204 Goodrich Street, Hamden, CT 06517
Contract No.: B11-52772.1
Loan ID No.: 0023073110
Date of Purchase: May 29, 2007

Dear Ms. Gaxiola:

Our law firm has been hired to contest the lawfulness of the referenced transaction on behalf of our client, Michael West, who cosigned the contract with Ramona Beasley. This sale occurred on May 29, 2007, when our client paid $9,750.00 in order to join your company's timeshare network, including an initial deposit of $1,290.00, while financing the remaining $8,460.00.

Kindly deal exclusively with our office until advised to the contrary under Title 15 and the analogous state provision concerning the issues at hand. These issues include certain false promises and flaws in the closing process that occurred during the transaction. In addition, our client is unable to access the resort network as promised, even by comparison to one booking *anonymously* through individual resort websites or internet booking services.

Mr. West and Ms. Beasley first met with your sales team while vacationing in Miami Beach, Florida. They were approached on the beach and offered a free hotel stay on their next visit in exchange for agreeing to watch a brief video presentation of some kind at a nearby hotel. Our client was told that it would last about an hour, and that he would have the opportunity to invest in your company.

At the outset of this process, Mr. West and Ms. Beasley sat through a video presentation of the Diamond resort in Orlando, Florida, while a key note speaker generally went over the benefits of "vacation ownership." Afterward, our clients were assigned to a sales agent, who made a number of very specific promises. For example, our client was led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of the resorts and other destinations throughout the network. He was specifically shown marketing literature portraying the availability of cruise lines and domestic and international resort destinations. The sales staff stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a resale and rental program to enhance the value of the investment. The sales agent also told our client that the cost of the timeshare could be offset by renting the timeshare and that maintenance fees and monthly payments would not increase over time. Finally, the sales agent told him that he would get a deed to the timeshare, which he never received.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our client actually tried to make reservations that he learned of this. Mr. West has also since learned that he has to compete with *non-members* of your vacation club to book reservations. Diamond's sales staff never told our client that the resort rented rooms to the public. Nor did they tell him that timeshare or other accommodations were available on a first come, first serve basis. It is clear now that membership in the network is not a financial investment in any sense.

After many hours of high-pressure sales pitching, our client finally gave in under the stress and signed the closing documents. Throughout the closing phase, Mr. West was never given the chance to actually review the paperwork, and the closing agent, Deborah J. Moon, rendered no assistance. Rather, she offhandedly flipped through the pages, merely pointing out the blanks to sign off on. Mr. West trusted that the closing documents accurately reflected the statements of the sales representatives. It appears that the presentation and execution of certain documents necessary to close the transaction never occurred, including a review of the public offering statement, which he never received. Our client did not have enough time to read or understand the contract before he signed it. When he started asking questions and asked for additional time, they told him to sign because it was a standard contract that contained the same information that was covered in the sales presentation.

Thereafter, Mr. West has become heavily indebted, but has not been able to access the resort network as led to believe. Specifically, our client has not been able to make a single reservation within the network despite the liberal access promised. He has no idea whether Ms. Beasley ever used the timeshare since he has not been in contact with her for years, but when he tried to use it, he discovered there was limited availability, and he had no access due to late payments.

There exist equitable concerns that we urge you to consider in this instance as well. Our client has financial burdens which preclude him from using his timeshare interest and make it

unaffordable for him. Specifically, the beginning loan balance at the time of purchase in 2007 was $8,460.00. The interest rate on the loan is 17.75%. By February of 2009, the principal balance had only dropped to $7,937.05. The co-owner of the timeshare, Ramona Beasley, took responsibility for making the payments and was paying fairly consistently until the end of 2011. In June of 2012, the principal balance on the loan was $6,192.35, and it stayed at that amount for the next five years while the co-owner of the timeshare made sporadic payments that were obviously not being applied to the principal balance.

Before they stopped communicating, Ms. Beasley told Mr. West that she sold the timeshare. Mr. West had no reason to believe that the timeshare was still his financial responsibility. He was not getting billing statements for the loan or maintenance fees and was never contacted by Diamond or its finance company during this time. In fact, our client did not receive an invoice for the timeshare until the summer of 2017 when he discovered that he had a principal balance of $6,192.35. At the beginning of 2018, Mr. West spoke with Diamond and authorized a one-time payment of $226.62, which they told him would resolve his outstanding balance. They did not indicate how much of this was going to interest or late fees and whether any of it was being paid to principal. A loan payment history statement that was sent to him during that time showed the principal balance on the account was still $6,192.35. The interest that had been paid to date was $6,181.05 and the late charges paid were $297.09. When he spoke to the developer in August of 2018, he was told that his balance had increased to $9,541.42, even though, according to his records, he had paid a total of $9,375.77.

In addition, Mr. West was told that the payments he was making were inclusive of all fees. However, he received a final notice in April of 2018 that told him that he owed an additional $5,807.08 in maintenance fees. At that point, he was given the option to pay the outstanding maintenance fees or allow the account to remain delinquent and have a lien filed in his name against the interval. Diamond also threatened to turn the account over to a collection agency and initiate foreclosure proceedings.

Not only is the client having difficulty making payments on top of his other expenses, but the balance continues to increase. The developer has sent negative reports to the credit reporting agencies, and our client was denied a loan when he attempted to purchase his first home. This has placed a significant strain on our client's financial health, and he has had to make dramatic cuts to his standard of living. Thus, without your kind consideration of our client's offer, his essential needs will be jeopardized due to the expense of a vacation interest that he can neither use nor afford.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our client is willing to relinquish his vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be

extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/sc

cc: Client

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March 5, 2019

Diamond Resorts International, Inc.
d/b/a Island One, Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Via Certified Mail

Re: Names: Sally L. Cole and Ken Stone
Address: 39236 Stayton-Scio Road, Apt. 542C, Scio, Or 97374
Unit/Week Number: Villa 542C, Scio, Or 97374
Dates of Purchase: January 15, 1997

Dear Ms. Gaxiola:

We represent the legal interests of the referenced individual, Sally L. Cole, Ken Stone being now deceased and having bequeathed his interests to the aforementioned, with respect to a dispute that has arisen concerning her purchase of a resort vacation interest with your company. The transaction giving rise to Ms. Cole's grievances occurred on January 15, 1997 when she paid $9,495.00 in consideration of a timeshare interest, including an initial cash deposit of $1,001.89 and financed the remaining $8,923.91.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and/or Fla. Stat. §559.72. Certain misstatements and other irregularities occurred during the sales presentation with which our client takes issue. Moreover, they complain of problems in accessing the resort network on reasonable terms and conditions, even relative to the consuming public at large.

During the presentation, the Ms. Cole sat through a preliminary informational session during which the merits of becoming a member of your company's resort network were touted. During this session a number of promises were made, some of which our client has since learned to be false. For example, our client was led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of these resorts and other destinations throughout the network.

The marketing team failed to disclose that much of the access to domestic resort destinations is only available through paying additional exchange network fees. It was not until

after our client actually tried to make reservations that they learned of this. And our client now realizes that they are forced to compete with outsiders who are booking publicly through individual resort websites. It has also become clear that membership in the network is not, properly speaking, a financial investment.

Initially, in 1997 our client paid a nominal maintenance fee of $293.21, which at the time was true as advertised, or competitive with market value of a modest-sized room in the area. Since that time, however, by April 4, 2018 the maintenance fee has ballooned to the amount of $1,142.78, with a separate fee of $1,098.41 assessed by October of that same year, both owing to hurricane maintenance. In sum, all amounts owed under the auspices of maintenance have proved to involve various hidden fees making for an unfavorable investment, given market conditions. Furthermore, amenities offered did not materialize as expected. One of these was a jacuzzi which turned out not to be included in the unit, in which it was soon discovered that other accommodations are not on par with the original model shown.

After many hours of sitting through the sales meeting our client finally gave in under the pressure and signed the closing documents. During the closing phase, Ms. Cole was never provided a chance to read the contents of the paperwork involved and the closing agent offered no explanations. Rather, the agent perfunctorily pointed out the signature blocks on page after page. Accordingly, certain disclosures, waivers, acknowledgments, and even the public offering statement were not properly presented. Ms. Cole trusted that the closing documents were true to the statements made by your sales staff.

There exist equitable concerns that we urge you to consider in this instance as well. Initially, Ms. Cole, who will be 70 years old later this year, is retired and relies upon social security payments as her chief source of income. Ms. Cole has recently undergone knee replacement surgery, which allows her only limited mobility, such that her knee cannot bend beyond ninety degrees, making her unable to climb stairs. In addition, her younger son makes us aware of deteriorating cognitive abilities, evidenced by diminishing short-term memory. Due to these extenuating circumstances, she is unable to travel as much as she has in the past. Thus, without your kind consideration in this regard, our client's essential needs will be jeopardized due to the expense of a vacation interest that she can neither use nor afford. If you require verification with respect to any of these components of the family's hardship, we can supply the documentation in confidence upon execution of an appropriate HIPAA release.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our client is willing to relinquish her vacation ownership interest in exchange for a rescission of her original contract. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/ed
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Halsey Beshears, Secretary
Florida Department of Business and Professional Regulation
Attn: Division of FL Condominiums, Timeshares, & Mobile Homes
Bureau of Compliance
2601 Blairstone Road
Tallahassee, Florida 32399-1030

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March 8, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Florida
Attorney's General Office
MAR 15 2019
Citizen Services

Via certified mail

Re: **Names:** Carmelita and Cesar Esquig
Address: 554 Crane Prairie Way Osprey, Fl 34229
Contract Number: 17775132
Purchased: September 15, 2018

Dear Ms. Gaxiola:

We hope and trust this message finds you well. We are writing to follow up on our correspondence of a demand letter (attached) regarding our clients Carmelita and Cesar Esquig.

As indicated in the letter, our clients are willing to surrender all of their rights to their membership in Diamond Resorts International, Inc. and relinquish any claims against your company in consideration of a rescission of all contractual obligations. We thank you for your time and consideration in this regard and look forward to your response.

Sincerely,

Austin N. Aaronson, Esq.

ANA/ab
Enclosures
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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February 18, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Via certified mail

Re: Carmelita and Cesar Esquig
Address: 554 Crane Prairie Way Osprey, Fl 34229
Contract Number: 17775132
Purchased September 15, 2018

Dear Ms. Gaxiola:

We represent the legal interests of Carmelita and Cesar Esquig with respect to a dispute arising from their purchase of a resort vacation interest with your company. The transaction giving rise to the Esquigs' grievances occurred on September 15, 2018 when they paid $52,500 and $750 for closing cost to retire their previous interests at the Mystic Dunes resort and the 2,000 points US Collection will be transitioned into a new contract. Hence, the Esquigs would not have any more liability on the Mystic Dunes condo/resort and the US Collection for future maintenance and HOA fees. The Mystic Dunes timeshare and the 2,000 points invested in your US collections network were both fully paid. The sales team member, Mrs. Catherine Sharpe Davis told them that the offer was only available that day. Mrs. Davis helped them apply for the Diamond Resorts International Mastercard on behalf of both Cesar and Carmelita Esquig. Carmelita Esquig only used her newly approved card and paid $10,500 as down payment resulting in a balance of $42,750.00.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and any analogous state statute. Certain misstatements and other irregularities occurred during the sales presentation with which our clients take issue.

By way of context, the Esquigs were asked to attend the Diamond Resorts homeowners meeting when they were assigned by a member of your sales team, Ms. Catherine Davis, to assist them with their timeshare. The Esquigs, who had been current on their maintenance fees, and have fully paid off their timeshares, informed Ms. Catherine Davis that they wanted to get rid of their

timeshares due to the escalating maintenance fees and HOA fees. Ms. Davis told our clients that Diamond Resorts does not buyback timeshares and that the Esquigs could eliminate their maintenance fees by upgrading their timeshare. Ms. Davis then advised our clients that by upgrading their current timeshare, they would be able to sell it on the stock market at a profit in the next five years.

Our clients have since learned that some of the promises made by Ms. Davis were untrue. For example, Ms. Davis assured our clients that upgrading their timeshare would be a real estate 'investment' and that they could resell their timeshare at a profit in the next five years using the stock market. In point of fact, it has come to light that there exists no meaningful secondary market associated with this timeshare ownership. And in spite of promises to the contrary, the annual dues are already high, and they continue to escalate. This has to do with an inherent conflict of interest associated with captive management perpetually vested in your company's affiliate.

After over four hours of sitting through the sales meeting our clients finally succumbed under pressure and signed the closing documents. During the documents signing phase the Esquigs were not accorded a meaningful opportunity to digest the contents of the paperwork involved. Nor did the closing agent render any assistance in this respect. Instead, the closing agent simply went through the motions, pointing out the places to sign on page after page. Accordingly, certain disclosures, waivers, acknowledgments, and the like were not properly reviewed as lawfully required. Significantly, this includes the public offering statement.

There exist equitable concerns that we urge you to consider in this instance as well. Mr. Cesar has chronic pain in both his knees and shoulder. Last December Mr. Cesar underwent knee surgery in order to improve the mobility in his leg. As the result of Mr. Cesar's condition, he requires monitoring, medication, and rehab. Mr. Cesar also has Kidney stones and had occasions of Acute Gout. Mrs. Carmelita, eighty years old, suffers from severe osteoporosis, sciatica, and stenosis. She is being treated for High Blood Pressure, Lipid Disorder and Multiple Thyroid Disorder. Mrs. Carmelita is a cancer survivor from Uterine and Breast Cancer. Mrs. Carmelita can hardly walk a block without suffering hip and knee pains, yet alone travel to different Diamond Resorts. These ailments require many medications to manage, and our clients are now afraid to travel long distances from their doctors, in case of any acute management or emergency medical situations. Thus, without your kind consideration in this regard, our clients' essential needs will be jeopardized due to the expense of a vacation interest that they can neither use nor afford. If you require verification with respect to any of these components of the family's hardship, we can supply the documentation in confidence upon execution of an appropriate HIPAA release.

We hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/ab
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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March 13, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Florida
Attorney's General Office
MAR 18 2019
Citizen Services

Via Certified Mail

Re: **Name**: Timothy and Dolor Dillon
Account Number: #26823148
Contract Number: #17775138
Date of Purchase: September 15, 2018

Dear Ms. Gaxiola:

We hope and trust this message finds you well. We are writing to follow up on our correspondence of a demand letter (attached) regarding our clients Timothy and Dolor Dillon.

As indicated in the letter, our clients are willing to surrender all of their rights to their membership in Diamond Resorts International, Inc. and relinquish any claims against your company in consideration of a rescission of all contractual obligations. We thank you for your time and consideration in this regard and look forward to your response.

Sincerely,

Austin N. Aaronson, Esq.

ANA/ab
Enclosures
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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January 23, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: **Name**: Timothy and Dolor Dillon
Account Number: #26823148
Contract Number: #17775138
Date of Purchase: September 15, 2018

Dear Ms. Gaxiola:

We represent the legal interests of Timothy and Dolor Dillon with respect to a dispute arising from their purchase of a resort vacation interest with your company. The transaction giving rise to the Dillons' grievances occurred on September 15, 2018, when they paid $28,578.00 in consideration of a timeshare interest, including an initial deposit of $6,500.00 and financed the remaining $22,078.00.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and any analogous state statute. Certain misstatements and other irregularities occurred during the sales presentation with which our clients take issue. Moreover, they complain of problems in accessing the resort network on reasonable terms and conditions, even relative to the consuming public at large.

By way of context, the Dillons were vacationing in Las Vegas, Nevada when they were approached by a member of your sales staff offering dinner and show tickets. To claim their prize, they would be required to attend a meeting, the actual nature of which was not revealed to them. Regardless, our clients were told that it would last around 120 minutes.

During the presentation, the Dillons sat through a preliminary informational session during which the merits of vacation ownership were generally touted. Our clients have since learned that

some of the promises made were untrue. For example, our clients were led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of these resorts and other destinations throughout the network. They were specifically told they could access their dream vacation in the Philippines, and the sales staff stated that this purchase was similar to an investment in real estate. Your sales staff stated that the Dillons would only owe maintenance fees for the entirety of the loan payments. Once they paid the principal on the loan, they were led to believe that the maintenance fees ceased. Our clients now know this to be false.

Moreover, the Dillons were led to believe that $189.00 was the full amount of what they would have to pay every month. Your staff knew the Dillons could not afford anything greater. Despite this, one of your sales staff lied to the Dillons, telling them that the $348.00 was a one-time amount for a "perk." Moreover, the sales agent told the Dillons to ignore the $348.00 in the contract, and all they needed to do was simply call customer service, well after the rescission period, to have the payment changed back to the actual $189.00. Of course, this was a complete misrepresentation by your staff; in fact, the $348.00 was what they were being billed for every month, and this was substantially greater than the Dillons had agreed to and could afford.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our clients actually tried to make reservations that they learned of this. And our clients now realize that their ability to book accommodations is restricted by competition against people booking anonymously through resort websites – *non-members* of your vacation club. It is also apparent now that membership in the network is not, properly speaking, a financial investment. The Dillons never were told that the obligation to pay maintenance fees would continue for their heirs, should it be transferred or devised to their children. Additionally, your sales staff said the Dillons could easily transfer the timeshare back to Diamond should they need to for any reason.

After many hours of sitting through the sales meeting our clients finally succumbed under pressure and signed the closing documents. During the documents signing phase the Dillons were not accorded a meaningful opportunity to digest the contents of the paperwork involved. Nor did the closing agent render any assistance in this respect. Instead, Ms. Cleveland simply went through the motions, pointing out the places to sign on page after page. Accordingly, certain disclosures, waivers, acknowledgments, and the like were not properly reviewed as lawfully required. Significantly, this includes the public offering statement.

And in spite of all the expense, the Dillons have not been able to access the resort network as promised. In fact, our clients have not been able to make a single reservation within the network despite the liberal access promised. As our clients were misled into spending well beyond what they had anticipated, without your kind consideration in this regard, the Dillon family's essential needs will be jeopardized due to the expense of a vacation interest that they can neither use nor afford.

We hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/cll
CC: Timothy and Dolor Dillon (email)

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March 15, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Florida
Attorney's General Office
MAR 20 2019
Citizen Services

Via Certified Mail

Re: **Name**: Eugene Szantyr and Irene Toth
Account Number: 0026073053
Diamond Contract No.: 17634263 – Mystic Dunes

Dear Ms. Gaxiola:

We hope and trust this message finds you well. We are writing to follow up on our correspondence of a demand letter (attached) regarding our clients Eugene Szantyr and Irene Toth.

As indicated in the letter, our clients are willing to surrender all of their rights to their membership in Diamond Resorts International, Inc. and relinquish any claims against your company in consideration of a rescission of all contractual obligations. We thank you for your time and consideration in this regard and look forward to your response.

Sincerely,

Austin N. Aaronson, Esq.

ANA/ab
Enclosures
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

January 10, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corinne Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd.
Las Vegas, NV 89135

Via Certified Mail

Re: **Name**: Eugene Szantyr and Irene Toth
Account Number: 0026073053
Diamond Contract No.: 17634263 – Mystic Dunes

Dear Ms. Gaxiola:

We represent the legal interests of the referenced individuals with respect to a dispute that has arisen concerning their purchase of a resort vacation interest with your company. The transaction giving rise to Eugene Szantyr and Irene Toth's grievances occurred on October 10, 2016 when they paid $168,900.00 in consideration of a timeshare interest, including an initial cash deposit of $27,607.00 and trade-in equity valued at $101,400.00, and financing the remaining $39,893.00.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and/or Fla. Stat. §559.72. Certain misstatements and other irregularities occurred during the sales presentation with which our clients take issue. Moreover, they complain of problems in accessing the resort network on reasonable terms and conditions, even relative to the consuming public at large.

In terms of background, Eugene Szantyr and Irene Toth were vacationing in Florida where they were offered inducements to sit through a short presentation of some kind with your company. Regardless, our clients were told that it would last ninety (90) minutes and that investment opportunities would be discussed.

During the presentation, Eugene Szantyr and Irene Toth sat through a preliminary informational session during which the merits of upgrading their membership with your company's resort network. During this session a number of promises were made, some of which

our clients have since learned to be false. For example, our clients were led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of these resorts and other destinations throughout the network. They were specifically told they would have access to resorts in Italy and Australia. Angie Sanchez, of the sales staff, and manager Chris Loftis stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a rental program to enhance the value of the investment.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our clients actually tried to make reservations that they learned of this. And our clients now realize now that they are forced to compete with outsiders who are booking publicly through individual resort websites. It has also become clear that membership in the network is not, properly speaking, a financial investment.

After many hours of sitting through the sales meeting our clients finally gave in under the pressure and signed the closing documents. During the closing phase, Eugene Szantyr and Irene Toth were never provided a chance to read the contents of the paperwork involved, and the closing agent offered no explanations. Rather, the closing agent perfunctorily pointed out the signature blocks on page after page. Accordingly, certain disclosures, waivers, acknowledgments, and even the public offering statement were not properly presented. Eugene Szantyr and Irene Toth trusted that the closing documents were true to the statements made by your sales staff.

And in spite of all the expense, Eugene Szantyr and Irene Toth have not been able to access the resort network as promised. In fact, our clients have not been able to make a single reservation within the network despite the liberal access promised.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their dispute with your company in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/cll
CC: Eugene Szantyr and Irene Toth (email)

CERTIFIED MAIL

AARONSON LAW FIRM
Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

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Office of Attorney General Ashley Moody
PL-01, The Capitol
Tallahassee, FL 32399-1050

32399 1050 C001

CS Timeshare
SR

AARONSON LAW FIRM

Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

(407) 644-1336 PHONE
(407) 644-0191 FAX

Web: www.aaronsonlawgroup.com
E-Mail: aa@aaronsonaustin.com

February 27, 2019

Diamond Resorts International, Inc.
Attn: Ms. Corrine Gaxiola, Esq.
Office of the General Counsel
10600 W. Charleston Blvd
Las Vegas, NV 89135

Via Certified Mail

Re: Mr. Christopher Keyser and Ms. Jennifer Morgan
375 Grover Road, East Aurora, New York, 14052
Account Number: 749188
Date of Purchase: December 19, 2005

Dear Ms. Gaxiola:

Our law firm has been hired to contest the lawfulness of the referenced transactions on behalf of our clients. The original sale occurred on December 19, 2005, when our clients paid $10,320.00 for 3,000 Diamond Resorts Points in order to join your company's timeshare network, including an initial deposit of $1,032.00, while financing the remaining $9,288.00. Our clients also purchased an upgrade on July 1, 2007, when they paid $12,880.00 for 4,000 Diamond Resorts Points.

Kindly deal exclusively with our office until advised to the contrary under Title 15 and the analogous state statute concerning the issues at hand. These issues include certain false promises and flaws in the closing process that occurred during the transaction. In addition, our clients are unable to access the resort network as promised, even by comparison to one booking anonymously through individual resort websites or internet booking services.

Mr. Christopher Keyser and Ms. Jennifer Morgan first met with your sales team while staying at the Grand Beach Resort in Orlando, Florida, where they were offered vouchers to Walt Disney World in exchange for agreeing to sit through a brief presentation of some kind. Our clients

were told that it would last approximately 90 minutes, and that they would have the opportunity to invest in your company.

At the outset of this process, our clients sat through a preliminary informational session while a keynote speaker generally went over the benefits of "vacation ownership." Afterward, our clients were assigned to a personal sales agent. The salesperson, who failed to sign the initial contract, made a number of very specific promises during this segment of the process. For example, our clients were led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of the resorts and other destinations throughout the network. They were specifically told that they could travel to a variety of different resort destinations around the world, including hotel chains outside the Diamond Resort network.

During the presentations, our clients attempted to leave multiple times. Our clients denote the very aggressive nature of the unnamed Diamond sales manager, and strongly affirm that they were being held against their wills to the point of extreme duress. The sales manager explicitly mentioned to our clients that they would "never have to worry about paying for another hotel again." The allure of such a patently false promise was used to coerce our clients into signing, and further pushed our clients to ignore any apprehensions they may have been experiencing.

The Diamond salesperson stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a resale and rental program to enhance the value of the investment. He also advised our clients that they could offset the cost of the timeshare through rentals or by participating in certain exchange programs. In addition to this, your salesperson explained to our clients that the timeshare purchase was to be understood as real property, and its purchase as an investment in real estate. The salesman also intimated that the purchase was akin to buying a second home.

The salesperson further advised that once the contract papers were signed, our clients could not change their minds at all. In fact, the state of Florida allows for timeshare consumers to cancel any signed contract with a timeshare developer, reseller, or advertiser within a 10-day period of time. During this recession period, if a purchaser decides to cancel their contract, the timeshare developer must provide a full refund to the timeshare owner within 20 days. Your company never explained to our clients that they had the right to cancel the contract within this period of time.

Our clients were also informed by your staff that if, in the off chance, they could not find reservations within the Diamond Resort Network, they could instead deposit their week into the Interval International exchange network. Our clients were not advised that using this exchange network required exorbitant fees paid upfront, yearly membership dues via Basic, Gold, or Platinum memberships, significant blackout dates, highly limited international offerings, an

unreasonable cancellation policy, and severe restrictions and limitations on week usage. Furthermore, when depositing into Interval International, the trading power of our client's week is substantially weakened, resulting in a lower tier of accommodations. This leaves our clients incapable of accessing virtually any Elite, Premier, or Select room accommodations. Because the power of the week becomes devalued, it is not under any scenario worthwhile for our clients to deposit their week into the program.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our clients actually tried to make reservations that they learned of this. Our clients have also since learned that they have to compete with non-members of your vacation club to book reservations. It is clear now that membership in the network is not a financial investment in any sense. It was stated by your salesperson that our clients would have a home resort advantage, access to the Interval International exchange network, and that between those two options it would never be a problem for our clients to book whichever resort they desired.

During a subsequent upgrade presentation on July 1, 2007, our clients were in the process of getting married. Two days before their Las Vegas wedding ceremony, they were required to attend a Diamond Owner Update presentation. In this mandatory sales presentation, our clients were told that their 3,000 Diamond Resort Points were not enough to access the full range of what Diamond had to offer. Our clients were precisely told that after upgrading, they would have no problem of availability. It is absurd to think that our clients, two days before the most important moments of their lives, were compelled to attend a timeshare sales presentation. Our clients reportedly spoke with Diamond at the time, telling the manager that they could not in any capacity make time to attend a lengthy sales presentation, as their priority was their wedding in two days and also had family flying in to attend. Even as they were obliged to go, your company would not let our clients leave, and kept throwing in more offers such as tickets to Vegas shows and waiving more fees. During this sales pitch, our clients realized a very serious issue with regards to your company's timeshare strategy: every year your company keeps raising the amount of points it costs to go to your resorts, and owners must keep purchasing more points if they wanted to be able to continue to use their timeshares.

After five long hours of high-intensity sales pitching, our clients grew weary from the pressure and signed the closing documents. Throughout the closing phase, our clients were never given the chance to actually review the paperwork, and the quality assurance agent offered no assistance. Rather, he offhandedly flipped through the pages, merely pointing out the blanks to sign off on. Our clients trusted that the closing documents accurately reflected the statements of the sales representatives. It appears that the presentation and execution of certain documents necessary to close the transaction never occurred, including a review of the public offering statement. Our clients went through a similar experience when they purchased the upgrade.

There exist equitable concerns that we urge you to consider in this instance as well. Mr. Keyser lost his job, and is now forced to take another job with a 50% pay cut. As a consequence, our clients had to sell their house, as they could not afford to pay the mortgage. This occurred only a few short months after purchasing the second timeshare from Diamond Resorts, as they were about to get married. This financial hardship has caused our clients to live paycheck to paycheck. They even hired a marketing company in an attempt to rent out their timeshare, but quickly found out that the market was flooded with timeshares that no one wanted to purchase.

Our clients have worked diligently over many years of financial difficulties to fully pay off both the original timeshare and the upgrade. They have been loyal to your company, and in return your company has repeatedly harassed our clients to no end. Our clients attempted to ask for assistance in paying their maintenance fees during their financial hardship, but your company refused to cooperate. As soon as one becomes late on the maintenance fees, your company adds on thousands of dollars in late fees to them every year, making it difficult or impossible to afford. In addition to the escalating late fees, your company adds on special assessments and club fees which were never discussed during either of the presentations. A fee to ARDA, a political lobbying organization, is also automatically added to every maintenance fee bill our clients have received.

Our clients, who have both their timeshares completely paid off, are in effect not allowed to use their timeshares as escalating maintenance fees have made this cost-prohibitive. Our clients have paid an estimated $45,000.00 for these two timeshares, yet cannot book a simple vacation.

It is meaningful to note that your salesperson exclaimed to our clients during the original presentation that their purchase was a generational investment which they could pass down to their children; something that could be given to their heirs to enjoy for their lifetimes. It is fair to say at this point that our clients would be remiss if they were to burden their children with such a suffocating obligation, particularly one that so greatly outweighs any benefits that they could have derived.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/sb

cc: Clients

Ashley Moody, Attorney General
Florida Office of the Attorney General
Consumer Protection Division
The Capitol PL-01
Tallahassee, Florida 32399-1050

Halsey Beshears, Secretary
Florida Department of Business and Professional Regulation
Attn: Division of FL Condominiums, Timeshares, & Mobile Homes
Bureau of Compliance
2601 Blairstone Road
Tallahassee, Florida 32399-1030

State of Nevada
Department of Business and Industry
Attn: Real Estate Division
3300 West Sahara Avenue, Suite 350
Las Vegas, Nevada 89102

CERTIFIED MAIL

AARONSON LAW FIRM
Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

7018 3090 0001 0356 4449

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Date of sale
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UNITED STATES POSTAL SERVICE
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Office of Attorney General Ashley Moody
State of FL
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, FL 32399-1050

32399-1050 CC

CS|Timeshare SR

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
~~Miss/Ms.~~ Mrs./Mr. MAR PATRICIA J Last Name, First Name, Middle Initial	DIAMOND RESORTS POLYNESIAN ISLES RESORT Name/Firm/Company
6095 PATRICIA BAY HIGHWAY Mailing Address	3045 POLYNESIAN ISLES BLVD. Mailing Address
VICTORIA City, County	KISSIMMEE City, County
BRITISH COLUMBIA V8Y 1T5 State, Zip Code	FLORIDA 34746 State, Zip Code
250 652-1546 Home & Business Phone, including Area Code	1-407-396-1744 Business Phone, including Area Code
pjmar@shaw.ca Email Address	DIAMONDRESORTS.com Business Email or Web Address

Product or Service involved: _____ Amount Paid: $_____

Date of Transaction: _____ I was contacted by: ____ Telephone ____ Mail ____ Other

Have you retained an attorney? ☐ Yes ☐ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☑ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

IN 1991 WE BOUGHT A TIMESHARE. AT THAT TIME MAINTENANCE FEES WERE $286.00 US PLUS TAXES. OUR 2019 FEE IS $1098.34 U.S. WHEN WE BOUGHT OUR TIMESHARE, THE AGENT WAS PUSHING FOR A SALE AND DID NOT MENTION MAINTENANCE FEES OR HURRICANE ASSESSMENT FEE (2004 - $350.00 US) OR SPECIAL ASSESSMENTS (2011 - $201.32 US + 2012 - $402.66 US) BEING NEW TO REAL ESTATE, WE HAD NO IDEA THAT WE WOULD HAVE TO PAY MAINTENANCE FEES EACH YEAR PLUS RISING FEES EACH YEAR. AS WE ARE BOTH SENIORS NOW; MY SISTER IS 88 AND CANNOT TRAVEL BECAUSE OF MULTIPLE HEALTH ISSUES AND TAKING KIDNEY DIALYSIS 3 TIMES A WEEK. I AM 67 AND HAVE BACK PROBLEMS AND IS LOOKING AFTER THE FINANCIALS FOR 2 BROTHERS WHO ARE BOTH IN EXTENDED CARE HOSPITALS ON THE OPPOSITE SIDES OF TOWN. I WILL PROBABLY HAVE TO LOOK AFTER MY 88 YEAR OLD SISTER'S AFFAIRS SOON.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Patricia J Mar Date: MARCH 6 2019

SANTA ANA CA 926

14 MAR 2019 PM 3 L

USA FOREVER

OFFICE OF ATTORNEY GENERAL
ASHLEY MOODY
PL-01, THE CAPITOL
TALLAHASSEE, FL 32399

32399-702186

CS/TS
BK

AARONSON LAW FIRM

Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

(407) 644-1336 PHONE
(407) 644-0191 FAX

Web: www.aaronsonlawgroup.com
E-Mail: aa@aaronsonaustin.com

March 19, 2019

Diamond Resorts International, Inc.
d/b/a Isle of Bali II Condominium Assoc. Inc.
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Via certified mail

Re: Names: Lorena Escalante and Jose Escalante
Address: 1211 Davis Street, Woodbridge, Virginia 22191
Account Number: 16831600
Date of Purchase: 1995

Dear Ms. Gaxiola:

Our law firm has been hired to contest the lawfulness of the referenced transaction on behalf of our clients, Mrs. Lorena and Mr. Jose Escalante. This sale dates back to the year of 1995, payment records indicating an outstanding balance of $11,088.79 on September 11, 2018, with regards to Maintenance Fees, though the balance on the original mortgage is in good standing, regarding our clients' timeshare interest with your company.

Kindly deal exclusively with our office until advised to the contrary under Title 15 and the analogous state provision concerning the issues at hand. These issues include certain false promises and flaws in the closing process that occurred during the transaction. In addition, our clients are unable to access the resort network as promised, even by comparison to one booking *anonymously* through individual resort websites or internet booking services.

While our clients were visiting south Florida they were approached at a local Seven-Eleven store, with an offer of discount Disney tickets in exchange for agreeing to sit through a brief presentation of some kind. Our clients were told that it would last 60 minutes, and that they would have the opportunity to invest in your company.

At the outset of this process, the Escalantes sat through a preliminary informational session while a key note speaker generally went over the benefits of "vacation ownership". Your sales staff then made a number of very specific promises during this segment of the process. For

example, our clients were led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to all of these resorts and other destinations throughout the network. They were specifically shown marketing literature portraying the availability of resorts in national as well as international destinations. Individuals of your staff stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a re-sale and rental program to enhance the value of the investment. No mention was ever made of the accrual of maintenance, energy, and tax fees to coincide with an already significant mortgage obligation.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our clients actually tried to make reservations that they learned of this. The Escalantes have also since learned that they have to compete with *non-members* of your vacation club to book reservations. It is also clear now that membership in the network is not a financial investment in any sense. In addition, maintenance fees, which were never discussed, alone have more than doubled from a monthly payment of $500.00, up to $1,300.

After many hours of high-pressure sales pitching, our clients finally gave in under the stress and signed the closing documents. Throughout the closing phase the Escalantes were never given the chance to actually review the paperwork, and the closing manager offered no assistance. Rather, he offhandedly flipped through the pages, merely pointing out the blanks to sign off on. The Escalantes trusted that the closing documents accurately reflected the statements of the sales representatives. It appears that the presentation and execution of certain documents necessary to close the transaction never occurred, including a review of the public offering statement.

Thereafter, the Escalantes have become heavily indebted, but have not been able to access the resort network as led to believe. Specifically, our clients have not been able to make a single reservation in over 10 years, being told that they would be unable to do so until all maintenance and other fees were paid up.

There exist equitable concerns that we urge you to consider in this instance as well. Since the Escalantes rely on Mr. Escalante's income and he is self-employed with seasonal work, they are unprepared to meet costs of runaway fees that continue to mount, with no benefit to themselves. In addition, on their modest income the Escalantes support three children, including one whom they are helping through college. Thus, without your kind consideration in this regard, our clients' essential needs will be jeopardized due to the expense of a vacation interest that they can neither use nor afford.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a rescission of contract and cancellation of all remaining maintenance and associated fees. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/ed
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Halsey Beshears, Secretary
Florida Department of Business and Professional Regulation
Attn: Division of FL Condominiums, Timeshares, & Mobile Homes
Bureau of Compliance
2601 Blairstone Road
Tallahassee, Florida 32399-1030

CERTIFIED MAIL

AARONSON LAW FIRM
Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

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Date of sale
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8011903160950 17

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APOPKA FL
MAR 20 2019
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Office of Attorney General Ashley Moody
State of FL
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, FL 32399-1050

32399 1050 C001

CS|Timeshare
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Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

March 25, 2019

Dear Ms. Moody:

I sending you copies of my recent correspondence with Diamond Resorts. I've been a customer with them for over 25 years and in 2017 encountered an extremely deceptive sales agent. He misrepresented information, well let's be blunt he lied to me, in order to get a sale while I was in staying in Daytona Beach, FL. I have copies of the correspondence between the agent my recent dealings with the "hospitality" representative.

As they are doing business in your state and the misrepresentations were made in Florida, I'm hoping you can help me.

All I'm asking is for them to void the contract, made based on lies told at the time of sale, and return my money.

Thank you for your help.

Sincerely,

Dawn Burrell

Dawn Burrell
Florida Vacationer

Burrell, Dawn M

From: dburrell702 <dburrell702@comcast.net>
Sent: Monday, March 25, 2019 6:41 PM
To: Centeno, Carmelita
Cc: dburrell702@comcast.net
Subject: Re: Diamond Resorts Account Inquiry (CID:qpnq$n$$hc1xf1y3kc)

I want this case escalated to a higher authority, this is a formal grievance.

Mr. Loman, while in your employ, made assurances and guarantees that were not fulfilled. I'm sure he was well compensated for his deceptive actions and whether he left the company or not after our initial meeting has no bearing on the facts of the case. But, it begs the question why he would continue to work with me about my diamond property over this entire time if he didn't work for you the entire time? He had incentive to keep me happy until enough time passed and I had no ability under the contract to rescind and so he could continue to use his deceitful yet apparently successful sales approach.

The facts are that he gave me his personal email and phone number the day I met with him, he said so that I could easily get in touch with him. It was not the email of another company. That same day, he gave me, albeit verbally, a multi-step plan to:

- review all the benefits of Silver ownership and later meet to review

– he wanted me to know and understand the value of my purchase,

- how to donate the timeshare week to charity to claim on my tax return,

- how to rent the time share to pay down the loan, and to pay maintenance fees thereafter,

- suggested the name of a refinance company I could work with to lower payments,

- information on working with him to vet renters, where to advertise the timeshare, and more.

He reiterated the ability to rent the timeshare on multiple occasions over the course of 18 months. If I wasn't permitted to rent the timeshare, why did he work with me to so?

You say you weren't there but it remains, Mr. Loman represented your company in this sales transaction. You have asked if I have proof of the actual conversation. Not having expected Mr. Loman to misrepresent the terms of the sale, no I did not keep all of the actual conversation - do you expect all clients to record conversations to make sure sales agents don't lie? The text and email conversations absolutely confirm my assertions that he was working with me after the sale based on his guarantees to be my "personal" Diamond representative. He went so far as to say not to meet with anyone else while staying at other resorts, saying I could always contact him because he was on call for his clients.

I am sure Mr. Loman did not single me out with this deceptive sales practice. It was a smooth, well-rehearsed pitch. Have you checked if other clients have rented multiple weeks around the time of the Daytona 500? I think it would be easy enough to track down.

I'm really trying to handle this in a civilized manner without taking legal action and request your immediate reconsideration. The money we're dealing with here is, I'm sure, a drop in the bucket for a multi-million dollar company such as Apollo Global but not to a widowed mother of three children. I trusted what Mr. Loman, your company representative, presented to me and relied on it to make a purchasing decision, one which has now put me at financial risk. I would not have purchased this upgrade had I been told that I could not rent it.

There is no option of cancellation outside of the rescission period; however, should your circumstances change, please reach back out to Hospitality Management for further consideration. If there is anything of a different matter we can assist you with, please let us know.

Respectfully,

Carmelita Centeno

Hospitality Management Specialist

Tel: 702.473.7645 ext. 12910

Fax: 702.473.7611

Carmelita Centeno | HSM Specialist | Tel: 702.473.7645 Ext. 12910 | Fax:702.473.7611

Diamond Resorts™ | Stay Vacationed.®

From: dburrell702 [mailto:dburrell702@comcast.net]
Sent: Monday, March 18, 2019 12:26 PM
To: Centeno, Carmelita <Carmelita.Centeno@diamondresorts.com>
Cc: dburrell702@comcast.net
Subject: [WARNING: ATTACHMENT(S) MAY CONTAIN MALWARE]FW: Reservation Confirmation for Daytona Beach Regency

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Email you requested.

Burrell, Dawn M

From: dburrell702 <dburrell702@comcast.net>
Sent: Monday, March 18, 2019 3:26 PM
To: Centeno, Carmelita
Cc: dburrell702@comcast.net
Subject: FW: Reservation Confirmation for Daytona Beach Regency
Attachments: Add_Placement (1).doc; FIELDING_INCOMING_CALLS (1).doc

Email you requested.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original --------

From: Richard Loman [mailto:vacstationrl@aol.com]
Sent: Tuesday, January 16, 2018 7:44 PM
To: Burrell, Dawn M
Subject: Re: Reservation Confirmation for Daytona Beach Regency

Dawn, Please see the following attachment for the step. Richard

-----Original Message-----
From: Burrell, Dawn M <dawn_m_burrelllies@uhc.com>
To: vacstationrl <vacstationrl@aol.com>
Sent: Tue, Jan 16, 2018 10:43 am
Subject: FW: Reservation Confirmation for Daytona Beach Regency

3rd confirmation…

~~~~~~

Dawn M. Burrell

Associate Director, Compliance | UnitedHealth Group | Medicare & Retirement
☎: (215) 902-8443| 🖷: (215) 902-8813 | ✉: PA062-N300 | Email: dawn_m_burrell@uhc.com

Our **United Culture. The way forward.**
~~~~~~

Dawn,

Now that you have your unit reserved here are a few tips to rent them out.

Enclosed in this letter is the ad you will use along with the contact information. Place it once a month for a seven day period of time preferably the 14th - 21st of each month in the Sports Page edition of the USA Today newspaper.

Your contact person at USA Today Sport's Page is Casandra, phone 727-431-0858. Ten million + readers will see it daily. The cost for the four line ad is $43.00 which can be billed via your credit card. You can place this ad with your local paper at least once a month. Red week.com is a great place to advertise, you can place the same ad on line with them. You can also advertise on Craiglist.com if you wish. The more you advertise the faster the units move. In fact, you want to place an ad on www.VRBO.com. It is a great place to find clients. Call me if you have any questions.

Daytona 500: Feb, 11-18, 2018
Ocean Front: 1 Bedroom, Sleeps 4
Price: Negotiable
Contact: 000-000-0000

Now with the ad placed, just sit back and answer the phone.
Any questions just call.

Sincerely,
Richard Loman

FIELDING INCOMING CALLS

Once the ad has been placed in USA Today, Red Week.com, and your local paper you must field each call and forward them to me by giving them my cell phone number.

I, in turn, will help you qualify each of your clients. Once the client has been qualified as a renter, I will instruct them to overnight a cashier's check to pay for the condo to you along with a copy of their driver's license, phone number and email address. All of this should be done by Federal Express Overnight.

The renter will contact you the following day after you have received his check for clarification and guest confirmation which YOU must do at that time. You will contact Blue Green and inform them that you cannot make it to the special event, that you are doing a GUEST CONFIRMATION for a friend.

You must give Blue Green all of the renter's information including the name, address, phone number, and email address. Once the guest confirmation has been completed, Blue Green will issue a new confirmation within 24 hours to you and the new renter, via email.

ALL TRANSACTIONS ARE FINAL AND NON-REFUNDABLE.

If you have any questions please contact me on my cell 386-846-2843.

Thank you.
Richard Loman

Burrell, Dawn M

From: dburrell702 <dburrell702@comcast.net>
Sent: Monday, March 18, 2019 3:04 PM
To: Centeno, Carmelita
Cc: dburrell702@comcast.net
Subject: Screen shoot from phone
Attachments: Screenshot_20190318-145605_Messages.jpg

Carmelita, attached is one of the screenshots that does show Richard's phone number at the top.

Sent from my Verizon, Samsung Galaxy smartphone

Richard Loman-Diamond
(336) 345-2343

[illegible] actions but I had a little bit of a personal crisis so now with the new year I know we got

VIEW ALL

Tomorrow morning
10:00am

Ok... I'll check my meeting schedule when I get in and text you.

OK

I'll send a few pics of a nice room

Go to the website, use the resort's photos.

Burrell, Dawn M

From: dburrell702 <dburrell702@comcast.net>
Sent: Monday, March 18, 2019 3:18 PM
To: Centeno, Carmelita
Cc: dburrell702@comcast.net
Subject: Fwd: Screen shoot from phone
Attachments: Screenshot_20190318-150648_Messages.jpg; Screenshot_20190318-151501_Messages.jpg; Screenshot_20190318-145605_Messages.jpg; Screenshot_20190318-150802_Messages.jpg

A few more screen shots attached.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: dburrell702 <dburrell702@comcast.net>
Date: 3/18/19 3:03 PM (GMT-05:00)
To: "Centeno, Carmelita" <Carmelita.Centeno@diamondresorts.com>
Cc: dburrell702@comcast.net
Subject: Screen shoot from phone

Carmelita, attached is one of the screenshots that does show Richard's phone number at the top.

Sent from my Verizon, Samsung Galaxy smartphone

Richard Loman-Diamond
(386) 940-3617

R vacstationd@aol.com

Sent 4 confirmations... that's all I could do because there were only three units available.

Is there another location on A1A in Daytona that I just don't know about?

R Ok will get your next step to you ASAP. You can do a couple more for the Coke 400 in July if you like.

Okay okay or would it be better to do maybe something over the Fourth. Let me know what the best times

Richard Loman-Diamond

Arent you arranging rental prices?

Hey Richard, Do you want email confirmations for units reserved for rentals sent to home or work email address?

vacstationrl@aol.com

Sent 3 confirmations, thats all I could do because there were only three units available.

Is there another location on AIA in Daytona that I just cant know about?

Richard Loman-Diamond

(386) 946-2847

tions but I had a little bit of a personal crisis so now with the new year I know we got

VIEW ALL

A Tomorrow morning 10:00am

Ok... I check my meeting schedule when I get in and text you

B Ok

I need a few pics of a nice room

A Go to the website, use this resorts photos.

Richard Loman-Diamond
(336) 346-2843

R vacstationr@aol.com 10:37 AM

Sent 3 confirmations... that's all I could do because there were only three units available.

Is there another location on A1A in Daytona that I just don't know about?

11:48 AM

R Ok will get your next step to you ASAP, You can do a couple more for the Coke 400 in July if you like 11:50 AM

Okay okay or would it be better to do maybe something over the summer. Let me know what the best times

Burrell, Dawn M

From: dburrell702 <dburrell702@comcast.net>
Sent: Thursday, March 14, 2019 11:00 AM
To: Centeno, Carmelita
Cc: dburrell702@comcast.net
Subject: Re: Diamond Resorts Reaching Out (CID:qpnq$n$$hc1xf1y3kc)

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Haste

After our conversation on Monday I gathered and faxed all the email and text information and faxed it to you at the 2nd # you gave me, 702-240-2576 (the first # 702-473-7611 didn't work).

I look forward to hearing from you.

-- Dawn Burrell

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: "Centeno, Carmelita" <Carmelita.Centeno@diamondresorts.com>
Date: 3/11/19 12:07 PM (GMT-05:00)
To: dburrell702@comcast.net
Subject: Diamond Resorts Reaching Out (CID:qpnq$n$$hc1xf1y3kc)

Good morning Ms. Burrell,

Thank you for allowing me the opportunity to assist you. I have attempted to call and left voicemails. I am reaching out to you to inform you that I have received your concerns and wanted to address them with you.

I will be in the office from 7am to 3:30pm (PST), Monday through Friday.

Respectfully,

Carmelita Centeno
Hospitality Management Specialist
Tel: 702.473.7645 ext. 12910
Fax: 702.473.7611

Fax Call Report

HP LaserJet M4555 MFP

Fax Header Information

000-000-0000
Mar/12/2019 18:43:00

Job	Date/Time	Type	Identification	Duration	Pages	Result
2640	Mar/12/2019 18:36:37	Send	917022402576	06:18	30	Success

Mar/12/2019 18:37:08 --- 000-000-0000 1/30

FAX SHEET

Date: 3/12/19
To: Hospitality - Carmalita
Fax Number: ~~702 473 7611~~ 702 240 2576
Re: Account ~~#~~ 80498
Number of Page(s): 30 (page(s) total, including this cover sheet)

FAX SHEET

Date: 3/12/19

To: Hospitality - Carmalita

Fax Number: ~~702 473 7611~~ 7022402576

Re: Account # 80498

Number of Page(s): 30 (page(s) total, including this cover sheet)

Dawn Burrell
17 Forester Road
Horsham, PA 19044

Diamond Hospitality

March 12, 2019

RE: Account Number 80498

Dear Carmalita,

This is a follow-up to our conversation yesterday in reference to my February 25th letter. Attached, please find various pieces of proof/documentation that supports my request, including:

- emails & texts between Mr. Loman and myself,
- rental information, and
- attempted loan refinance (suggested by Mr. Loman),

I look forward to hearing from you once you've reviewed this information. I am available after 4:30 EST today or tomorrow at 12pm EST or after 4pm EST.

Dawn Burrell

Dawn Burrell

Dawn Burrell
17 Forester Road
Horsham, PA 19044

Michael Flasky, CEO
Diamond Resorts International®
10600 West Charleston Boulevard
Las Vegas, NV 89135

February 25, 2019

RE: Account Number 80498

Dear Mr. Flasky:

I have been a time share owner for 20-25 years and during that time I've upgraded multiple times paying thousands and thousands of dollars. I have enjoyed my time share ownership even as the company has changed hands. However, I'm extremely unhappy with Diamond and my upgrade experience from 2017. The sales rep, Richard Loman, didn't just stretch the truth or exaggerate or do a hard sell, he outright lied.

In August of 2017, while staying at the Daytona Beach Regency, I met with Richard. Like other sales reps, he was aggressive but there was a new twist. He said I could rent weeks at the Daytona location and because of the proximity to the Daytona 500, pay off the upgrade loan quickly and then just rent to pay the annual maintenance fees. I thought "Wow" no other sales person had ever made this offer. He said he was going to be my personal contact and although I was initially skeptical, he shared a plan that actually made sense. It outlined a 2 -3 year approach were I would "give him" 4 weeks a year to rent out so I could get the loan paid off. He gave me a step by step plan, that included were to advertise, how to refinance the load with a lower rate, what to say to people, etc. He also gave me his personal cell number and email. When all the papers were signed, it ended up that I would do the advertising (I guess that should have been my first clue) and he would help me vet applicants to ensure they were suitable/could pay. I spent hours and hundreds of dollars listing the 4 reserved units on rental sites (e.g., VRBO) and advertising in magazines. At the end of December, I was understandably worried with the lack of response but with all I had going on, I didn't call Richard until January 2nd. He advised me to lower the asking prices and so I did. However, the 2019 Daytona 500 came and went and none of the 4 units were rented.

Now, eighteen months later, I've wasted countless hours, 4 rental weeks, gave a $10,000 deposit, made over $10,500 in loan payments and paid over $4000 in 2020 maintenance fees.

[redacted]

[redacted] I am still angry and very disillusioned with your company, not just with the customer service, but with the predatory and deceitful sales practices of certain Diamond employees. I never really bought into all the negative press about time shares but with con men like Mr. Loman working for you, I get it. I wonder if this is something new under Apollo Global's management, or is this really how all timeshare companies operate.

I would like you to make it right. Richard Loman lied to me and who knows how many others for his personal and Diamond's gain. At this point, I really don't want to continue to be a timeshare owner anymore. I would like Diamond to be accountable and allow me to relinquish the timeshare and return the $24,000+ I've paid out in since August of 2017. I am willing to forfeit the 2020 maintenance fees and all that I have put into the time share prior to 2017. If that is not possible, at least return me to the status I had prior to my unfortunate encounter with Mr. Loman and return my deposit and loan payments ($20,542.75).

Angry and disappointed,

Dawn Burrell

From: Richard Loman <vacstationrl@aol.com>
Sent: Tuesday, January 16, 2018 7:44 PM
To: Burrell, Dawn M
Subject: Re: Reservation Confirmation for Daytona Beach Regency
Attachments: Add_Placement (1).doc; FIELDING_INCOMING_CALLS (1).doc

Dawn, Please see the following attachment for the step. Richard

-----Original Message-----
From: Burrell, Dawn M <dawn_m_burrelllies@uhc.com>
To: vacstationrl <vacstationrl@aol.com>
Sent: Tue, Jan 16, 2018 10:43 am
Subject: FW: Reservation Confirmation for Daytona Beach Regency

3rd confirmation…

* * *

Dawn M. Burrell

Associate Director, Compliance | UnitedHealth Group | Medicare & Retirement
☎: (215) 902-8443| 🖷: (215) 902-8813 | ✉: PA062-N300 I Email: dawn_m_burrell@uhc.com

Our **United Culture. The way forward.**
▫ Integrity ▫ Compassion ▪ Relationships ▪ Innovation ▪ Performance

---

From: ContactUs@DiamondResorts.com [mailto:ContactUs@DiamondResorts.com]
Sent: Tuesday, January 16, 2018 10:24 AM
To: Burrell, Dawn M
Subject: Reservation Confirmation for Daytona Beach Regency

Dawn,

Now that you have your unit reserved here are a few tips to rent them out.

Enclosed in this letter is the ad you will use along with the contact information. Place it once a month for a seven day period of time preferably the 14th - 21st of each month in the Sports Page edition of the USA Today newspaper.

Your contact person at USA Today Sport's Page is Casandra, phone 727-431-0858. Ten million + readers will see it daily. The cost for the four line ad is $43.00 which can be billed via your credit card. You can place this ad with your local paper at least once a month. Red week.com is a great place to advertise, you can place the same ad on line with them. You can also advertise on Craiglist.com if you wish. The more you advertise the faster the units move. In fact, you want to place an ad on www.VRBO.com. It is a great place to find clients. Call me if you have any questions.

Daytona 500: Feb, 11-18, 2018
Ocean Front: 1 Bedroom, Sleeps 4
Price: Negotiable
Contact: 000-000-0000

Now with the ad placed, just sit back and answer the phone.
Any questions just call.

Sincerely,
Richard Loman

FIELDING INCOMING CALLS

Once the ad has been placed in USA Today, Red Week.com, and your local paper you must field each call and forward them to me by giving them my cell phone number.

I, in turn, will help you qualify each of your clients. Once the client has been qualified as a renter, I will instruct them to overnight a cashier's check to pay for the condo to you along with a copy of their driver's license, phone number and email address. All of this should be done by Federal Express Overnight.

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You must give Blue Green all of the renter's information including the name, address, phone number, and email address. Once the guest confirmation has been completed, Blue Green will issue a new confirmation within 24 hours to you and the new renter, via email.

ALL TRANSACTIONS ARE FINAL AND NON-REFUNDABLE.

If you have any questions please contact me on my cell 386-846-2843.

Thank you.
Richard Loman

Daytona Beach Regency

January 16, 2018

Dawn Marie Burrell

17 Forrester Road
Horsham, PA 19044

Dear Dawn Marie Burrell:

Thank you for your recent booking. Your reservation details are:

Location:

Daytona Beach Regency

400 North Atlantic Avenue

Daytona Beach, FL 32118

Phone: 1.386.255.0251

Occupying Guest(s):

Dawn Marie Burrell

17 Forrester Road

Horsham, PA 19044

Arrival Date: **11-Feb-2019**

Departure Date: **18-Feb-2019**

Length of Stay: **7 Nights**

Check-In Time: **4:00 PM**

Check-Out Time: **10:00 AM**

Unit Type: **1 Bedroom**

If you are interested in upgrading please go to https://member.diamondresorts.com/AccountOverview/RoomUpgrade/891412459

No. of Guests: **4 Adults 0 Children**

Diamond Preference or Accessibility Request if applicable: **909**

Points Used: **6450**

Membership Number: **9-477601**

Reservation Number: **891412459**

Burrell, Dawn M

From: RedWeek Customer Service <support@redweek.com>
Sent: Monday, March 11, 2019 4:24 PM
To: Burrell, Dawn M
Subject: [RedWeek Customer Service] Re: [Customer Service Payments Made]

Please type your reply above this line

Susan D (RedWeek Customer Service)
Mar 11, 1:23 PM PDT

Hi Dawn,

When you do a transaction a copy of each receipt is sent to your RedWeek.com message box with a copy to your
personal email. I was not able to locate any transaction in 2017, enclosed is a copy of all 2018 and 2019 transaction history
on your RedWeek.com account.

TRANSACTION HISTORY

Transaction ID

1343524 — Thu, Jan 03, 2019 07:38:45 AM

RedWeek.com Membership	12 months	18.99

1343522

Rental Posting R774438	6 months	29.99
Highlighted Line Listing R774438	2 Months	17.98

1343520 — Thu, Jan 03, 2019 07:35:35 AM

Rental Posting R774437	6 months	29.99
Highlighted Line Listing R774437	2 Months	17.98

1343517			Thu, Jan 03, 2019 07:33:18 AM
Rental Posting R774435	6 months	29.99	
Highlighted Line Listing R774435	2 Months	17.98	
1343510			Thu, Jan 03, 2019 07:29:17 AM
Rental Posting R774434	6 months	29.99	
Highlighted Line Listing R774434	2 Months	17.98	

1235156 Thu, Feb 01, 2018 03:09:40 PM

RedWeek.com Membership12 months18.99
Rental Posting R774434 6 months 29.99
Rental Posting R774437 6 months 29.99
Rental Posting R774435 6 months 29.99
Rental Posting R774438 6 months 29.99

Please let us know if we can assist you furhter.
Kind Regards,
Susan

Dawn Burrell

Can you please send/email me a list of all fees paid for all postings from 2017 to 2019?

--
META INFO
Name: Dawn Burrell
Signed In: Yes
Username: dawnb462 (member)
E-mail: dawn_m_burrell@uhc.com
Client IP: 198.203.175.175
User Agent: Mozilla/5.0 (Windows NT 10.0; WOW64; Trident/7.0; rv:11.0) like Gecko

Screen Size: 1076x497
Session ID: ----------JqDYghj4
Referrer:
Date: Mon Mar 11 12:50:16 2019

This email is a service from RedWeek Customer Service.

ALL POSTINGS

View:

All

Sort by:

Relevance

You have 4 postings in this category

Daytona Beach Regency

Rental Posting R774438

Building/Unit: unassigned - Daytona Beach, Florida

Dates: 02/11/19–02/18/19
Bd/Ba:1/1
Price: $1,500 ($214/night)
Status:

Expires Jul 03, 2019

Daytona Beach Regency

Rental Posting R774437

Building/Unit: unassigned - Daytona Beach, Florida

Dates: 02/11/19–02/18/19
Bd/Ba:1/1
Price: $1,500 ($214/night)
Status:

Expires Jul 03, 2019

Burrell, Dawn M

From: LightStream <customerservice@lightstream.com>
Sent: Tuesday, September 19, 2017 10:50 AM
To: Burrell, Dawn M
Subject: Approved New Loan Terms Request - Reference #47968071

LIGHTSTREAM®
A DIVISION OF SUNTRUST BANK

Dear Dawn Burrell,

Your new loan terms have been approved. At your convenience, please sign in to your Account at LightStream.com to the customer service area of our web site. There you can sign your new loan agreement, and complete any other necessary steps.

Thank you,

LightStream

We plant a tree with every loan

Richard - told me to refi w/ Lightstream - the payment was higher so I didn't complete it

Richard Loman-Diamond

Mobile
(386) 846-2843

Home
vacstationrl@aol.com

Work
richard.loman@diamondresorts.com

January 3

Wednesday, September 6, 2017

Hey Richard. I need to change our meeting for Friday I now have an off-site for work that starts at 8 and runs the entire day. Are you free Thursday at 8:30?

11:56 AM

R Pm yes 11:58 AM

In the am works best ...can we pick a day the following week? Am free as early as 8am.

1:16 PM

R Call me Friday morning 8 AM.

2:31 PM

~~I'm sorry I wasn't.~~

I'm sorry I wasn't clear but I can't do Friday at all I am leaving straight from my house to go to the off-site. I can do tomorrow anytime before 9 a.m. or one day next week before 9 a.m. let me know which day is best

6:00 PM

R 8am tomorrow, ok 6:03 PM

Thursday, September 7, 2017

R Dawn, don't bother calling corporate. It won't be for another five days before your account is posted it takes at least 10 days from point-of-sale.

(R) Dawn, don't bother calling corporate. It won't be for another five days before your account is posted it takes at least 10 days from point-of-sale. My fault I was trying to rush things. Call me next Tuesday at 8am. We have plenty of time. you need me call me.
Richard

10:59 AM

I called at 9:30...was to to call back early next week so I'll call them Monday and give you an update Tuesday.

11:17 AM

(R) ~~I know, they called me~~

(R) I know, they called me and total me it was to soon to post, check back Tuesday. 11:19 AM

Ok...i can hold off..call you Tuesday at 8 and if it's not updated...call them at 9. 12:03 PM

(R) Ok 12:04 PM

Tuesday, September 19, 2017

Hey Richard it's Dawn. I got approved for the lightstream loan however the payment is $971 a month and the interest rate is 9.99. I know with diamond its 12.34 interest but the loan payment is $702.

Tue, Sep 19, 2017 8:31 AM

Hey Richard it's Dawn. I got approved for the lightstream loan however the payment is $971 a month and the interest rate is 9.99. I know with diamond its 12.34 interest but the loan payment is $702. Still really high but better. I don't think I can swing almost a thousand a month for two years until we pay it off. I think I should forget the loan if Diamond allows me to pay off early.

Still really high but better. I don't think I can swing almost a thousand a month for two years unti

8:31 AM

VIEW ALL

R Up to you. I have no Internet yet from hurricanes. Talk to the bank, try to negotiate lower rate if you wish.

8:50 AM

9:51 AM Ok

Diamond let's me pre-pay without penalty right? I remember that being discussed.

11:48 AM

R Yes 11:48 AM

to talk about next actions but I had a little bit of a personal crisis so now with the new year I know we got

VIEW ALL

4:55 PM

R Tomorrow morning 10:00am

6:29 PM

Ok..ill check my meeting schedule when i get in and text you.

9:04 PM

R Ok 9:07 PM

Thursday, January 3, 2019

I need a few pics of a nice room .

10:07 AM

R Go to the website, use the resorts photos.

11:48 AM Ok

Thursday, November 9, 2017

Hey Richard. Have a quick question for you. I've run into a snag setting up the Hawaii vacation. Let me if you have time later today...4:15 or later.

3:41 PM

Tuesday, January 2, 2018

Hey Richard want to talk through schedule weeks for rentals. Can we do it tomorrow at 8:30?

8:38 AM

R How about 1030 I'm free then?

9:22 AM

That works. I'll call

Hey. How much is the rental income for 1 BR vs 2BR vs 2BR deluxe?

3:01 PM

R Check with the front desk they can give you pricing. Name of the airport is Kalalua

3:09 PM

Aren't you arranging rental prices?

3:11 PM

Tuesday, January 16, 2018

Hey Richard. Do you want email confirmations for units i reserved for rentals sent to home or work email address?

10:34 AM

R vacstationrl@aol.com

10:37 AM

Hey Richard. Do you want email confirmations for units i reserved for rentals sent to home or work email address?

10:34 AM

R vacstationrl@aol.com 10:37 AM

Sent 3 confirmations... that's all I could do because there were only three units available.

Is there another location on A1A in Daytona that I just don't know about?

11:48 AM

R Ok will get your next step to you ASAP, You can do a couple more

(R) Ok will get your next step to you ASAP, You can do a couple more for the Coke 400 in July if you like

11:50 AM

Okay okay or would it be better to do maybe something over the summer. Let me know what the best times are I was thinking maybe at least one more.

11:51 AM

(R) Will do, with client, get your next to you soon.

11:52 AM

Tuesday, January 23, 2018

(R) Please give me a call when you get a chance

R Please give me a call when you get a chance.

4:40 PM

Thursday, February 1, 2018

Hey. I called Cassandra at USA today...got voice mail for some guy. Can you confirm # is 727-431-0858?

11:20 AM

R Leave Cassandra is on maternity leave speak with Tony.

11:37 AM

Ok...also checked redweek...it asks for a specific rental amount - cant leave it blank. Not sure what to put. Looked at ones there..range

Ok...also checked redweek...it asks for a specific rental amount - cant leave it blank. Not sure what to put. Looked at ones there..range from 999 to 3000. Big range. Can't believe theres fone for under a thousand. How can we compete with that?

2:55 PM

Friday, February 2, 2018

I called USA today back...Doug answered, not Tony. He said the ad would go in USA sports weekly and I would pay for each week. He checking cost but $43 or so a week 1 year prior...im

Friday, February 2, 2018

I called USA today back...Doug answered, not Tony. He said the ad would go in USA sports weekly and I would pay for each week. He checking cost but $43 or so a week 1 year prior...im not sure this would be effective? Also I know Airing is big now ..has anyone lists weeks there?

11:33 AM

R You can always try, but just place one add with USA Today weekly, just say 1 or 2 bedrooms available.

11:58 AM

Thursday, June 28, 2018

Hey Richard this is Dawn Burrell. Haven't had any bites on the rentals for February... Just wanted to check to see if there's something else I should be doing. On vacation now but would love to talk in July when I get back.

7:32 PM

Friday, June 29, 2018

R Ok 7:53 AM

Wednesday, January 2, 2019

Hey Richard. This is Dawn Burrell I was going to follow up with you after my vacation because I hadn't heard anything from the

Wed, Jan 2, 2019 4:55 PM

Hey Richard. This is Dawn Burrell I was going to follow up with you after my vacation because I hadn't heard anything from the timeshare rentals from any of the stuff that I did so I wanted to talk about next actions but I had a little bit of a personal crisis so now with the new year I know we got a couple weeks I was thinking I wanted to touch base and find out what we could do to try and get these things rented. Is there a good time for me to call you tomorrow?

Borrell
17 Forrester Rd
Horsham, PA 19044

CERTIFIED MAIL

7018 3090 0000 3462 8807

1000

32399

U.S. POSTAGE PAID
FCM LG ENV
HORSHAM, PA
19044
MAR 27 19
AMOUNT
$8.35
R2304H109027-05

Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

CP Ft Laud/Timeshare
SR

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. GERWYN HENRY THOMAS & RUTH THOMAS Last Name, First Name, Middle Initial	EL DORADO RESORTS CORP., A FLORIDA CORPORATION Name/Firm/Company
1 WOODLAND RISE PEN-Y-FAI, BRIGGEND Mailing Address	2626 EAST OAKLAND PARK BOULEVARD Mailing Address
BRIDGEND City, County	FORT LAUDERDALE, FLORIDA City, County
UNITED KINGDOM, CF31 4NU State, Zip Code	33306, USA State, Zip Code
Home & Business Phone, including Area Code	+954.563.2444 Business Phone, including Area Code
gerwynthomas100@sky.com Email Address	vegasvip@vacationvillageresorts.com Business Email or Web Address

Product or Service involved: TIMESHARE RIGHTS Amount Paid: $ 15,490.00

Date of Transaction: 11/23/2015 I was contacted by: ____ Telephone ____ Mail ____ Other X

Have you retained an attorney? [x] Yes [ ] No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: _____

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 [X] Yes [ ] No

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

Please explain your complaint. Attach additional sheets, if necessary.

After attending a long sales presentation at The Luxor hotel, Las Vegas, my wife and I acquired a timeshare right under the contract dated on the 23rd of November 2015 in Las Vegas, USA, under reference 4066484, the time share interest being a floating week (unit 3, 1 bedroom type) for the purchase price of $15,490.

At the same time we paid a deposit of $1,549.

We requested to take information away to read through but this was declined. We had no real time to review any details on the day, everything was so pressurried into signing. No hard copy documents were handed out at the meeting. We were not told the implications of perpetuity.

We were informed it would be a wonderful valuable investment and would grow in value over the years and would also be easy to resell as they had lists of clients waiting to purchase these apartments.

After paying the deposit by Master Card that day I took out their own in-house finance agreement to repay the remaining monies monthly. They informed us we would be able to cancel this finance agreement and use our own when were turned to the UK. Not True. No finance representative was present any any time.

We have never used our timeshare or the so call wonders of RCI.

We were informed (nothing in writing) that we would have until the end of December 2015 to cancel if we so wished.

We wrote sending a Special Registered Delivery letter to revoke the contract within the time scale they had verbally informed us. We received a letter, informing us we dould not cancel and if we tried to they would take us to court and our UK house would be sold to cover the costs.

Please find attached our Statement of Misrepresentation which details our case and why we want Diamond Resorts International to release us from any future liability with the timeshare contract and for complete release, termination and cancellation of our timeshare interests.

Our lawyers in Spain are: M1 Legal" Avda. Carmen Sáenz de Tejada, Edif. S-208, Parque Comercial Miramar, 4ª planta Izq- Local 4ºB, 29651, Mijas Costa (Málaga).

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: G.H. Thomas G. Thomas Date: 15th March 2019

Statement

(Misrepresentation or unfulfilled promises during the sales presentation)

Mr. Gerwyn Henry Thomas and Mrs. Ruth Thomas declare:

We purchased a timeshare interest at Grandview Las Vegasthe contract for purchase having been signed on 23rd of November 2015 in Las Vegas, USA under reference 4066484 the timeshare interest being a floating week (unit 3, 1 bedroom type) for the purchase price of $15,490USD. A down payment of $1,549USD was paid on the day.

We were approached in our hotel The Luxor, Las Vegas to listen to a short meeting (about one hour] about timeshare apartments and there would be no inducement to purchase at all and we would be free to leave anytime we wanted.

We were there for about 4-5 hours in total. They did not seem to understand what the word 'NO' meant.

We were both so tired as we had arrived from the UK the previous day. We requested to take information away to read through but this was declined. I do not think we were given any true facts just the opinions the representatives wanted us to hear. We had no real time to review any details on the day, everything was so pressurised into signing.

There were about 30 people in the first meeting where they were eulogising in their opinion, not the facts, about the wonders and benefits as they interpreted of these Timeshares. No hard copy documents were handed out at the meeting.

We were not told the implications of perpetuity.

We were then taken to a much larger room and a young woman Dianne or Dianna spoke to us, she also called her manager who said because Gerwyn had been in the Armed Forces he was entitled to an extra discount. Speaking to others afterwards we discovered this statement to be yet another lie. We were bamboozled with figures and were completely confused.

We were informed it would be a wonderful valuable investment and would grow in value over the years [to them I think] and would also be easy to resell as they had lists of Clients waiting to purchase these apartments.

From the time we arrived we were not left alone, I even had a representative stand outside the toilet door, presumably so I could not or would not be allowed to run away.

My husband made a 'Deposit' payment by Master Cardon that day and he took out their own in-house finance agreement to repay the remaining monies monthly. They informed us we would be able to cancel this finance agreement and use our own when were turned to the UK. Not True. No finance representative was present at any time.

We have now paid two sets of management fees.

G H Thomas R. Thomas

We have never used our timeshare or the so call wonders of RCI.

We were informed [nothing in writing] that as were going on a 14 days' cruise commencing the following day, we would have until the end of December 2015 to cancel if we so wished. We wrote sending a Special Registered Delivery letter to revoke the contract within the time scale they had verbally informed us. We received a letter, informing us we could not cancel and if we tried to they would take us to court and our UK house would be sold to cover the costs.

This statement is true to the best of my knowledge, information and belief.

Signed

.....

Mr. Gerwyn Henry Thomas

.....

Mrs. Ruth Thomas

Signed by the above named at Swansea United Kingdom

Before me Kenneth Morgan Notary Public this 5th Day of June 2017

KENNETH MORGAN LLB
16 AXIS COURT
MALLARD WAY
SWANSEA VALE
SWANSEA
U.K.
SA7 0AJ

NOTARY PUBLIC

M1 Legal
Avda. Carmen Saenz de Tejada
Edif. S-208. Parque Comercial Miramar
4º Planta Izq - Local 4 B
29651 Mijas Costa
Málaga-ESPAÑA

ECF

OFFICE OF ATTORNEY GENERAL PAM BONDI
STATE OF FLORIDA
PL - 01 , THE CAPITOL
TALLAHASSEE , FLORIDA
32399 - 1050
U.S.A.

Correos

R

CARTA CERTIFICADA
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AARONSON LAW FIRM

Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

(407) 644-1336 PHONE
(407) 644-0191 FAX

Web: www.aaronsonlawgroup.com
E-Mail: aa@aaronsonaustin.com

CS/AS
BM

April 4, 2019

Diamond Resorts International, Inc.
d/b/a Club Navigo, Liki Tiki Village
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Via Certified Mail

Re: Names: Marc and Alicia Villeneuve
Address: 5055 Jetsail Drive, Orlando, Florida 32812
Contract Number: BAL 188261
Date of Purchase: August 17, 2011

Dear Ms. Gaxiola:

We represent the legal interests of the referenced individuals, Mr. and Mrs. Marc Villeneuve, with respect to a dispute that has arisen concerning their purchase of a resort vacation interest with your company. The transaction giving rise to Mr. and Mrs. Villeneuve's' grievances occurred on August 17, 2011 when they paid $22,097.00 in consideration of a timeshare interest, including an initial cash deposit of $4,017.00, and financed the remaining $18.080.00.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and/or Fla. Stat. §559.72. Certain misstatements and other irregularities occurred during the sales presentation with which our clients take issue. Moreover, they complain of problems in accessing the resort network on reasonable terms and conditions, even relative to the consuming public at large.

In terms of background, the Villeneuves were vacationing in Orlando, Florida where they were offered a free cruise vacation to sit through a short presentation of some kind with your company. Regardless, our clients were told that it would last 60 minutes, and that investment opportunities would be discussed.

During the presentation, which ended up lasting 3-4 hours, the Villeneuves sat through a preliminary informational session during which the merits of becoming members of your company's resort network were touted. During this session a number of promises were made, some of which our clients have since learned to be false. For example, our clients were led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to

all of these resorts and other destinations throughout the network. Ms. Dawn Ellingwood of the sales staff stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a re-sale and rental program to enhance the value of the investment. Ms. Ellingwood boasted of versatile flexibility in terms of booking and ample bonus points, as a way to offset fees, above and beyond the option to rent out the property, in the event they could not use it. Finally, Ms. Ellington then assured our clients that she could be reached at any time to offer assistance should reservations pose any unexpected difficulty.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our clients actually tried to make reservations that they learned of this. And our clients now realize that they are forced to compete with outsiders who are booking publicly through individual resort websites. It has also become clear that membership in the network is not, properly speaking, a financial investment. In spite of Diamond's claim of flexibility, both quality and availability proved elusive, whereas customer service seemed at pains to find solutions, and Ms. Ellingwood was never easy to locate. Flexibility was also lacking in terms of payment, when the Villeneuves became overwhelmed with accumulating bills and saw their requests for more installments denied. For example, at one point, over two months, they found themselves responsible for a number of fees, many of which they had been unaware, adding up to $2,000.00, all of which were duewithin that short period. Only after some effort to shine a light on various, steadily increasing hidden fees, did the Villeneuves discover that much of the increase they were seeing in recent years was attributed to assessments for "hurricane damage" that Diamond Resorts was presumably aware of but did not disclose.

After many hours of sitting through the sales meeting our clients finally gave in under the pressure and signed the closing documents. During the closing phase the Villeneuves were never provided a chance to read the contents of the paperwork involved, and Ms. Ellingwood offered no explanations. Rather, she perfunctorily pointed out the signature blocks on page after page. Accordingly, certain disclosures, waivers, acknowledgments, and even the public offering statement were not properly presented. The Villeneuves trusted that the closing documents were true to the statements made by your sales staff.

And in spite of all the expense, the Villeneuves have not been able to access the resort network as promised. In fact, our clients, in 8 year's time, have only been able to reserve vacation intervals on few occasions since having joined, and those always ending in compromise, far from their first choice.

There exist equitable concerns that we urge you to consider in this instance as well. Initially, Mr. Villeneuve has recently been diagnosed with eye cancer involving daily monitoring and medication, including frequent trips to his opthalmologist in Miami to receive injections. Thus, without your kind consideration in this regard, our clients' essential needs will be jeopardized due to the expense of a vacation interest that they can neither use nor afford. If you require verification with respect to any of these components of the family's hardship, we can supply the documentation in confidence upon execution of an appropriate HIPAA release.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership and forfeit all monies paid over the past decade, for a rescission of contract and relief from any future obligation, as stipulated therein. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/ed
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

AARONSON LAW FIRM
Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

ORLANDO FL 328
08 APR 2026 PM 7 L

USA FOREVER

Office of Attorney General Ashley Moody
PL-01, The Capitol
Tallahassee, FL 32399-1050

32399-105099

CS/TS
BL

May 6, 2019

The Honorable Brian Frosh
Attorney General of Maryland
Saint Paul Plaza
200 St. Paul Place
Baltimore, MD 21202

The Honorable Ashley Moody
Attorney General of Florida
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Dear Attorneys General Frosh and Moody:

We are writing to you in the hopes that you will be able to reign in the dishonest practices of Diamond Resorts International, who have moved from unpleasant arm twisting to blatant lies and misrepresentation concerning the purchase of vacation points. We have been members of Diamond Resorts since August 2010 and have been subjected regularly to "presentations" billed as bringing us up to date, lasting one hour. After the first hour badgering us to increase our vacation points has passed, they bring in reinforcements to pressure us often for an additional hour or more.

Our last presentation, held at Diamonds' offices at the Daytona Regency, Daytona Beach, Florida, we complained to one of their Vice Presidents, Jeremy and a representative, Jason, that we were sick of the presentation pressures and that our primary concern was that we did not want our children to be held responsible for our yearly maintenance fees. We wanted out of the program. We didn't want to continue with Diamond Resorts.

We were told no problem, that there were a lot of people, elderly like ourselves, that just wanted out. They informed us there was an insurance policy that they offered that would do just that. All we had to do was sign up for one more "Sampler Package", information attached, for $4,000. and we would not need to worry any longer about our children being held responsible for the yearly maintenance fees. They also said we would not need to attend any other presentations even though they had us to initial the contract that said we would attend. We asked about this and we were told not to worry, they would fix it. They said the insurance forms would arrive in several weeks, (conveniently after the contract could be voided by us).

After a few weeks passed and we didn't receive anything from them, we immediately called Diamond Resorts and we were told they didn't know anything about an insurance policy, we were just signed up for another Sampler Package. We contacted DRI Sampler Department, read them the line in our Sampler package that said we could cash out within 30 days if we had paid what was due. We confirmed with AmEx that payment was scheduled within 30 days. We sent a registered letter to the DRI Sampler Dept. requesting full payment be returned. Now, a month later they have not responded, except to have an agent call to schedule vacations using the Sampler Package which we are disputing and not using.

This is a large American Company. Are they held accountable in any way for the verbal promises made by their employees? When we called and talked to them, no one seemed shocked. We were told we would be called back, we were not. My husband sent them a letter, for which we have confirmed receipt, we haven't heard anything from them. This large company is behaving no better than the phone scammers who target the elderly. I hope you will be able to do something to change the atmosphere in which they operate. *WE WOULD LOVE TO GET OUR MONEY BACK, BUT MORE IMPORTANTLY WE WOULD LIKE TO BE OUT OF THEIR SYSTEM SO THAT THEY WILL NOT BE ABLE TO HARASS US AND OUR CHILDREN AFTER OUR DEATHS. I AM 76 YEARS OLD AND MY HUSBAND IS 80.*

Any help you can render us would be much appreciated, not just for us, but for many people who are in this same position.

Sincerely,

Joan Para Miller and Bruce Frederick Miller
508 Riverside Drive
Pasadena, MD 21122

CC:

Mr. Michael Flaskey
President and CEO
Diamond Resorts International
10600 West Charleston Boulevard
Las Vegas, Nevada 89135-1014

Enclosures

Diamond Resorts International
10600 West Charleston Boulevard
Las Vegas, Nevada 89135-1014

1 April, 2019

Dear Sirs,

Attached please find a copy of The Sampler Membership Agreement that my wife and I signed on March 4th, 2019 at the Daytona Regency Hotel. This agreement was fraudulently offered to us as the FINAL point purchase required to terminate our membership with Diamond Resorts provided we pay our annual Maintenance fee for the two years duration of this agreement. Salesperson Jason and agent Jeremy told us to wait two or three weeks for the final paperwork from Diamond Resorts. When that did not come, we called the Las Vegas headquarters and they denied that there was any such agreement forthcoming. By that time our ten day cancellation option had expired.

Please note the The Agreement states that the "Seller agrees to grant the option to cashout THE Sampler purchase with 0% interest if paid in full by April 03, 2019." I have confirmed that American Express will pay Diamond Resorts the full amount on April 2, 2019, of $3,995 USD.

Therefore, having fully met that requirement, I respectfully request a cashout of the full amount refunded to me and release from THE Agreement. Contact information is provided on the attachment.

Sincerely,

Bruce Frederick Miller
9-10587545

Joan Para Miller

Attachment: Sampler Plan # 17845074S

CERTIFIED MAIL®

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DIAMOND RESORTS INTERNATIONAL
10600 WEST CHARLESTON BLVD
LAS VEGAS, NV 89135-1014

9590 9402 4603 8278 0459 11

2. Article Number (Transfer from service label)

7018 2290 0000 4166 0785

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) APR 04 2019 C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
ired Mail Restricted Delivery
r $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

THE SAMPLER[SM] MEMBERSHIP AGREEMENT

Date: March 4th, 2019 Plan #: **17845074S**

Name: **Bruce Frederick Miller** Phone: **410-721-3960**
Name: **Joan Pana Miller**
Address: **508 Riverside Drive, Pasadena, Maryland 21122** Email: **bf_jpmiller@verizon.net**

This Membership Agreement (the "**Agreement**") is between **BRUCE FREDERICK MILLER and JOAN PANA MILLER** ("**You**") and Diamond Resorts U.S. Collection Development, LLC, ("**Diamond**"). Diamond agrees to sell and You agree to purchase a "**Membership**" in THE Sampler. The references to "**I**", "**You**", or "**We**" below include all Purchasers named above.

Number of points purchased: **20000 ("Sampler Points")**.

PURCHASE TERMS:

Purchase Price:	**$3,995.00**	First Payment Due Date:	**April 18th, 2019**
Down Payment	**$3,995.00**	Amount of Each Payment:	**$0.00**
Amount Paid:	**$3,995.00**	**Last Payment Due Date:**	**March 18th, 2019**
Amount Due:	**$0.00 ; $0.00**	Number of Payments:	**0**
Additional Down Payment:	**$0.00**	Method of Monthly Payment:	**ACH (Checking / Savings)**
			☐ SurePay (Credit or Debit Card)
Balance Due:	**$0.00**		
	Method of Payment: ☐ All Cash ☐ Financed		

A late fee of 10% of the payment due will be charged for all payments received 11 or more days after the scheduled payment date.

Diamond agrees to finance the Balance Due (if any) as disclosed above in which there will be a *finance charge of Zero and 00/100 (0%) and a monthly collection fee of Zero dollars ($0.00) on the financed amount, which are disclosed on the Truth-in-Lending Disclosure Statement executed simultaneously herewith and incorporated herein by this reference. Seller agrees to grant the option to cashout THE Sampler purchase with 0% interest if paid in full by April 03,2019.

* Variable rate subject to change as outlined in Truth-in-Lending.

AUTOMATIC PAYMENT PLAN: By completing this section, Purchaser authorizes all payments specified above to be automatically charged to:

Credit Card #: _____ **Expiration Date:** _____ **Type of Card:** _____

Name as it Appears on Card: _____ **Signature of Card Holder:** DocuSigned by: 7ECFF0793C08471

Bruce and Joan Miller
508 Riverside Dr.
Pasadena, MD 21122

BALTIMORE MD 212

06 MAY 2019 PM 8

PASADENA MD 21122

USA FOREVER

THE HONORABLE ASHLEY MOODY
ATTORNEY GENERAL OF FLORIDA
STATE OF FLORIDA
PL-01, THE CAPITOL
TALLAHASSEE, FLORIDA 32399-1050

32399-105099

CS/Timeshare
SR

LAW OFFICES OF
MICHELLE C. BERK, P.C.
MAPLEWOOD OFFICE PARK
1300 VIRGINIA DRIVE
SUITE 325A
FORT WASHINGTON, PA 19034

(215) 793-4800 • FAX: (215) 793-4801
MBERK@BERKELDERLAW.COM WWW.BERKELDERLAW.COM

April 29, 2019

Office of the Attorney General
Florida Attorney General, Ashley Moody
Citizens Service
PL – 01 The Capital
Tallahassee, FL 32399-1050

Re: Joyce E. Stemple

Dear Ms. Moody,

Please be advised this office represents Joyce E. Stemple, a recent widow, who purchased a Virginia Beach timeshare from Diamond Resorts International, as referenced in the enclosed correspondence.

My client is still liable for and paying the fee for a prior timeshare she tried to cancel herself, unsuccessfully. She is paying over $2500.00 per year for timeshares that she wishes to cancel. She has, in fact, been trying to reach the original sales person at Diamond Resorts but has constantly been rebuffed, ignored and otherwise prevented from terminating the Agreements. She has even been told that the Company has no knowledge of the Seller of either Timeshare, Mr. Craig Thrift, at 404-983-7440, even though, he is, in fact, their authorized Agent and Representative who sold her the timeshare and did not cancel the previous ownership of a different timeshare at Virginia Beach. She signed Promissory Note #25112615, a copy of which is enclosed, despite the fact that she is unable to afford the payment for one and certainly not for two timeshares, since she was confused and grief stricken and preyed upon by the Timeshare salespeople. She believes she had cancelled her ownership of the first Virginia Beach Timeshare, but Diamond Resorts never terminated the Contract and she is being billed for two timeshares. This is a grave hardship to her since she cannot afford them and is in senior housing in Pennsylvania, has never used either Timeshare and is unable to do so in the future, due to her advanced age, poor health and impoverished circumstances.

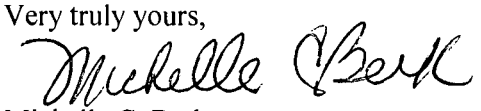
Our correspondence is enclosed requesting immediate termination of the Timeshares and cancellation of any and all agreements, billing and refund of the previous fees she paid since May 17, 2016, as indicated on the enclosed Truth and Lending Disclosure Statement.

Thank you for your assistance in this matter. We are requesting assistance due to my client's inability to extricate herself and terminate the Agreements despite her consistent efforts to do so. She has been trying for years, ever since she realized she erroneously signed documents that she was unable to

pay for again, since she is an impoverished senior citizen. The continuation of the Agreements poses an immediate and dire effect on her ability to pay for her senior housing and healthcare in Pennsylvania.

Thank you for your assistance.

Very truly yours,



Michelle C. Berk

MCB/cf
Enclosure

Diamond Resorts

1TIL0DFT-Truth in Lending Disclosure Multiple Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Joyce E. Stemple
Name

Name

Name

Name

1212 Brittany Pointe
Address

Lansdale, Pennsylvania 19446
City/State/Zip

25112815
Promissory Note Number

215-362-7437
Home Telephone

Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $5,900.00
14.6405 %	$13,868.20	$15,245.00	$29,113.20	$35,013.20

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+	Collection Fee =	Total Payment	
120	$236.61	+	$6.00 =	$242.61	July 1st, 2016 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: ☐ (This paragraph applies only if checked.) You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, your interest rate will increase by Zero percent (0.00%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from $242.61 to $242.61.

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

Joyce E. Stemple
Joyce E. Stemple
Printed Name

Printed Name

Printed Name

Printed Name

May 17th, 2016
Date

Rev 08/10 - (10072010)_e_sig_02192016

357628-Gold Key Resorts Assignment Agreement

THE Club®
ASSIGNMENT AGREEMENT

This Assignment Agreement is made between JOYCE STEMPLE (whether one or more "**Property Owner**") and Diamond Resorts International Club Inc., a Florida corporation ("**THE Club Operating Company**") which operates that certain exchange program known as "**THE Club**". Unless context suggests otherwise, capitalized terms used herein have the meaning given them in THE Club Legal Documents.

Club Resort & Phase	Unit #	Week #	Season	Number of Points	Contract #
Beach Quarters Resort	1007	20	Red	6250	357628

In consideration of this Assignment Agreement THE Club Operating Company shall annually allocate to Property Owner:

6250 **Points**, beginning January 1, 2016.

Property Owner does hereby acknowledge that to the best of his or her knowledge the information regarding the inventory listed above is current and accurate. In the event the information is inaccurate, Property Owner does hereby authorize THE Club Operating Company to confirm the Use Rights and the type of inventory owned by Property Owner. In the event the information provided needs to be revised, Property Owner does hereby authorize THE Club Operating Company to make the necessary adjustments. In the event the adjustments are made, Property Owner will be notified with the correct information.

By signing this Assignment Agreement, Property Owner does hereby cause the assignment of the Qualifying Interest and ratify and consent to the terms of the assignment as set forth on the reverse side of this form.

PROPERTY OWNER(S)

X Joyce E Stemple		5/17/16
Signature:	Signature	Date:
Joyce Stemple		
Printed Name	Printed Name	Date:
Signature:	Signature:	Date:
Printed Name:	Printed Name	Date:

CLUB MANAGER
Diamond Resorts International Club, Inc.,
a Florida corporation

BY: _____
Printed Name: _____
It's: Authorized Representative
Date: _____

Buyer's Acknowledgment

The Developer is U.S. Collection Development, LLC, a Delaware limited liability company whose address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135.

The Time-share Project is the Diamond Resorts U.S. Collection whose address is 10600 West Charleston Blvd., Las Vegas, Nevada 89135. The addresses for the component sites are listed in the Public Offering Statement.

The Developer does not currently offer a resale, rental program or a buy-back program.

There is no assurance that a purchaser may resell a time-share for a certain price or on particular terms. By signing below, purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the time-share has any future market value or resale potential.

Purchaser: * Joyce E. Stemple
Joyce E. Stemple
Printed Name

Purchaser: _____
_____
Printed Name

Purchaser: _____
_____
Printed Name

Purchaser: _____
_____
Printed Name

SELLER:
Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company

By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager

By: _____
Authorized Representative

_____
Printed Name

Rev. 7/10/12_7/17/2012

LAW OFFICES OF
MICHELLE C. BERK, P.C.
MAPLEWOOD OFFICE PARK
1300 VIRGINIA DRIVE
SUITE 325A
FORT WASHINGTON, PA 19034

(215) 793- 4800 · FAX: (215) 793-4801
MBERK@BERKELDERLAW.COM WWW.BERKELDERLAW.COM

April 29, 2019

Mr. Paul Morris
Diamond Resorts
Developer and Sales Holding Company
10600 West Charleston Blvd.
Las Vegas, NV 89135

866-2023-5153, ext. 13720

Re: Joyce E. Stemple
#357628-Gold Key Resorts Assignment Agreement with
Diamond Resorts International Club, Inc., a Florida Corporation
No. 175661370DRUSC

Dear Mr. Morris,

Please be advised that this office represents Mrs. Joyce E. Stemple with regard to her right to terminate the Club Assignment Agreement dated May 17, 2016 with Diamond Resorts, US Collection. Our Authorization is enclosed herein.

Mrs. Stemple is an elderly, impoverished senior citizen in senior housing. She cannot afford the annual fees to maintain what she believed was the purchase of one time share at Virginia Beach on May 17, 2016.

In addition to terminating her prior ownership of a different timeshare with your Company in Virginia Beach and purchasing a different timeshare in Virginia Beach, she advises she is still being billed and is paying $2,788.00 per year as well as $1,200.00 per year for a prior timeshare. Please cancel *both* Timeshares.

The timeshares were sold to my client, immediately after her husband's death when her thinking was quite confused, due to her grief. Pursuant to paragraph 17 of the terms of the Assignment Agreement and Diamond Resorts, US Collection Purchase and Security Agreement, she is hereby terminating any and all fees due and right to use the timeshare for the Beach Quarters Resort Deeded – Week owner in Virginia Beach. Further, pursuant to paragraph G. Termination of Assignment Agreement, she is terminating her property owner's membership in THE CLUB in accordance with the terms and conditions of THE CLUB legal documents.

Although the initial fee per the Association Standard Assessment was estimated and originally contracted for in the amount of $1,288.00 on May 17, 2016 at 11:00 a.m., under No. 175661370DRUSC, Buyers Acknowledgement – Virginia, the fees have exponentially increased and my client is being billed for two units. A copy of the Buyer's Acknowledgment and Resort's Assignment Agreement are also enclosed.

My client is on a fixed income since she is a senior citizen. She cannot afford the fees that pose a serious and grave hardship. Additionally, the contract was signed following the death of my client's husband, when she was confused by grief and she is in eminent danger of being unable to pay for her senior housing in Pennsylvania.

Please provide us with the appropriate agreements to immediately terminate my client, the property owner's withdraw of qualifying interest from any and all timeshares in Virginia Beach. May we hear from you immediately in that we have notified the Florida Attorney General and others.

Demand is made for refund of the fees paid for the prior Virginia Beach timeshare that my client cancelled with you previously.

A copy of the Truth and Lending Disclosure statement signed May 17, 2016 is also enclosed for your information.

YOU ARE IN VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT (15 USC SEC. 1692) AND PA LAW IN THE FAIR CREDIT EXTENSION UNIFORMITY ACT (73 P.S. SEC. 2270.1).

Very truly yours,

Michelle C. Berk

MCB/cf
Enclosures

cc: Office of the Attorney General
Florida Attorney General, Ashley Moody
Citizens Service
PL – 01 The Capital
Tallahassee, FL 32399-1050

Florida Attorney General's Office
Consumer Protection Division
Seniors vs. Crime Project
The Consumer Protection Division
PL – 01 The Capital
Tallahassee, FL 32399-1050
800-203-3099

Timeshare Closing Services, Inc.
8545 Commodity Circle
Orlando, FL 32819
Attn: John C. Killam
877-889-2373, ext. 6010

LAW OFFICES OF
MICHELLE C. BERK, P.C.
1300 VIRGINIA DRIVE
SUITE 325A
FORT WASHINGTON, PA 19034

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Office of the Attorney General
~~Florida~~ Attorney General, ASHLEY MOODY
Citizens Service
PL – 01 The Capital
Tallahassee, FL 32399-1050

32399-650701

CS/timeshare
SN

Florida
Attorney's General Office
MAY 15 2019
Citizen Services

April 24, 2019

Florida State Attorney General
135 W. Central Blvd.
Orlando, FL. 32801

RE: Seeking Assistance with Diamond Resorts Vacation Rental Timeshares

Dear Florida StT Attorney General:

I am inquiring about the best way that anyone can proceed to handle getting out of their current contact with a Diamond Resorts Vacation Rental Timeshares. How costly is it? How long does it take?

Does your office assist people who are seeking to cancel their existing contract? Or do you have any recommendations or guidelines that people can follow to successfully and inexpensively get out of their current contract with the Diamond Resorts Vacation Rental Timeshares? What other types of resources are available to help individuals with this issue?

Please reply to this request at your earliest common how to proceed with this matter.

Sincerely

Linda Merritt

Linda Merritt
72 Charles St
P. O. Box 171
Dresden, NY. 14441

E- Mail: LLM712@yahoo.com

Ms Linda Merritt
PO Box 171
Dresden, NY 14441

ROCHESTER NY 144

24 APR 2019 PM 3 L

USA FOREVER

APR 29 2019

Florida State Attorney General
135 W. Central Blvd.
Orlando, FL 32801

32801-247975

Orlando/TS
BL

LAW OFFICES OF
MICHELLE C. BERK, P.C.
MAPLEWOOD OFFICE PARK
1300 VIRGINIA DRIVE
SUITE 325A
FORT WASHINGTON, PA 19034

(215) 793- 4800 · FAX: (215) 793-4801
MBERK@BERKELDERLAW.COM WWW.BERKELDERLAW.COM

April 29, 2019

Mr. Paul Morris
Diamond Resorts
Developer and Sales Holding Company
10600 West Charleston Blvd.
Las Vegas, NV 89135

866-2023-5153, ext. 13720

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#357628-Gold Key Resorts Assignment Agreement with
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No. 175661370DRUSC

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Very truly yours,

Michelle C. Berk

MCB/cf
Enclosures

cc: Office of the Attorney General
Florida Attorney General, Ashley Moody
Citizens Service
PL – 01 The Capital
Tallahassee, FL 32399-1050

Florida Attorney General's Office
Consumer Protection Division
Seniors vs. Crime Project
The Consumer Protection Division
PL – 01 The Capital
Tallahassee, FL 32399-1050
800-203-3099

Timeshare Closing Services, Inc.
8545 Commodity Circle
Orlando, FL 32819
Attn: John C. Killam
877-889-2373, ext. 6010

Diamond Resorts

17566137T-Truth In Lending Disclosure Multisite Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Joyce E. Stemple
Name

25112615
Promissory Note Number

Name

Name

Name

215-362-7437
Home Telephone

1212 Brittany Pointe
Address

Lansdale, Pennsylvania 19446
City/State/Zip

Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $5,900.00
14.6405 %	$13,868.20	$15,245.00	$29,113.20	$35,013.20

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee =	Total Payment		
120	$236.61	+ $6.00 =	$242.61		July 1st, 2016 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: ☐ **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, your interest rate will increase by Zero percent (0.00%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from **$242.61** to **$242.61.**

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

X Joyce E Stemple

Joyce E. Stemple
Printed Name

Printed Name

Printed Name

Printed Name

May 17th, 2016
Date

Rev 08/10 - (10072010)_e_sig_02192016

357628-Gold Key Resorts Assignment Agreement

THE Club®
ASSIGNMENT AGREEMENT

This Assignment Agreement is made between JOYCE STEMPLE (whether one or more **"Property Owner"**) and Diamond Resorts International Club Inc., a Florida corporation (**"THE Club Operating Company"**) which operates that certain exchange program known as **"THE Club"**. Unless context suggests otherwise, capitalized terms used herein have the meaning given them in THE Club Legal Documents.

Club Resort & Phase	Unit #	Week #	Season	Number of Points	Contract #
Beach Quarters Resort	1007	20	Red	6250	357628

In consideration of this Assignment Agreement THE Club Operating Company shall annually allocate to Property Owner:

6250 Points, beginning January 1, 2016.

Property Owner does hereby acknowledge that to the best of his or her knowledge the information regarding the inventory listed above is current and accurate. In the event the information is inaccurate, Property Owner does hereby authorize THE Club Operating Company to confirm the Use Rights and the type of inventory owned by Property Owner. In the event the information provided needs to be revised, Property Owner does hereby authorize THE Club Operating Company to make the necessary adjustments. In the event the adjustments are made, Property Owner will be notified with the correct information.

By signing this Assignment Agreement, Property Owner does hereby cause the assignment of the Qualifying Interest and ratify and consent to the terms of the assignment as set forth on the reverse side of this form.

PROPERTY OWNER(S)

X Joyce E Stemple		5/17/16
Signature:	Signature	Date:
Joyce Stemple		
Printed Name	Printed Name	Date:
Signature:	Signature:	Date:
Printed Name:	Printed Name	Date:

CLUB MANAGER
Diamond Resorts International Club, Inc.,
a Florida corporation

BY: _____
Printed Name: _____
It's: Authorized Representative
Date: _____

Buyer's Acknowledgment

The Developer is U.S. Collection Development, LLC, a Delaware limited liability company whose address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135.

The Time-share Project is the Diamond Resorts U.S. Collection whose address is 10600 West Charleston Blvd., Las Vegas, Nevada 89135. The addresses for the component sites are listed in the Public Offering Statement.

The Developer does not currently offer a resale, rental program or a buy-back program.

There is no assurance that a purchaser may resell a time-share for a certain price or on particular terms. By signing below, purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the time-share has any future market value or resale potential.

Purchaser: * Joyce E Stemple

Joyce E. Stemple
Printed Name

Purchaser: _____

_____
Printed Name

Purchaser: _____

_____
Printed Name

Purchaser: _____

_____
Printed Name

SELLER:
Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company

By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager

By: _____
Authorized Representative

_____
Printed Name

Rev. 7/10/12_7/17/2012

RECEIVED
Office of the Attorney General

MAY 0 8 2019

Consumer Protection Division
Tallahassee

LAW OFFICES OF
MICHELLE C. BERK, P.C.
1300 VIRGINIA DRIVE
SUITE 325A
FORT WASHINGTON, PA 19034

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Florida Attorney General's Office
Consumer Protection Division
Seniors vs. Crime Project
The Consumer Protection Division
PL – 01 The Capital
Tallahassee, FL 32399-1050

32399-650701

Ord
CP | FS
BDL

5/29/2019

Dear Whomever It May Concern:

Since we have been informed by the Florida Department of Business & Professional Regulation to place all complaints through your office, I am submitting all necessary paperwork on behalf of our client, Mr. Marc Villeneuve. We hope your office will inform us upon receipt of the applicable documents. For your reference, I have enclosed the following documents to go along with this letter:

1- DPBR Timeshare Complaint Form
2- Affidavit (notarized and signed by client)
3- Club Navigo Purchase Contract
4- Aaronson Law Firm Demand Letter (confirming representation)

Thanks for your attention in this matter.

Sincerely,

Ernie de Zavala
Legal Assistant
Aaronson Law Firm
2180 W. State Road 434, Suite 6136
Longwood, FL 32779
ed@aaronsonaustin.com
P (407) 644-1336 ext. 1017
F (407) 644-0191

Florida Department of Business & Professional Regulation

DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES, AND MOBILE HOMES
BUREAU OF COMPLIANCE - TIMESHARE SECTION

(Office use only)
Date Received

UNIFORM TIMESHARE COMPLAINT FORM

Complaints received by the division must contain sufficient information for the division to determine if the complaint is within our jurisdiction.

YOUR INFORMATION	
Name: Marc Villeneuve	
Address: 5055 Jetsail Drive	
City/State/Zip: Orlando, FL 32812	**USA or Foreign Country:**
Email: ed@aaronsonaustin.com	**Home Phone:**
Cellular Phone:	**Work Phone:**

THE TIMESHARE ASSOCIATION, DEVELOPER, OR COMPANY YOU ARE COMPLAINING ABOUT	
Name: Diamond Resorts International, Inc. d/b/a Club Navigo, Liki Tiki Village	
Address: 10600 West Charleston Blvd.	
City/State/Zip: Las Vegas, Nevada 89135	**USA or Foreign Country:**
Phone:	**Website:**

THE TIMESHARE RESORT INVOLVED	
Name:	
Address:	
City/State/Zip:	**USA or Foreign Country:**
Contact Person:	**Phone:**
When did you buy the timeshare?	**Where did you buy the timeshare?**

LEGAL MATTERS		
QUESTIONS:	**Yes**	**No**
Is **ANY COMPANY** or **PERSON** helping you with this complaint?	X	
Name:		
Address / **City/State/Zip**		
Phone / **Email**		
Do you have an **ATTORNEY** helping you with this complaint?		
Attorney Name: Austin N. Aaronson, Esq.		
Name of Law Firm: Aaronson Law Firm		
Address: 2180 West State Rd. 434, Ste. 6136	**City/State/Zip:** Longwood, FL 32779	
Phone: 407-644-1336, ext. 1017	**Email:** ed@aaronsonaustin.com	
Has your Attorney taken any **LEGAL ACTION** regarding this complaint?		X
What **Action:**	**When:**	

GENERAL QUESTIONS ABOUT YOUR COMPLAINT

QUESTIONS:	Yes	No
Is your complaint about the timeshare sales presentation and tour taking more than **90 minutes**?	X	
Is your complaint about not receiving a **prize or gift**?		X
Is your complaint about **sales agent misrepresentations** of your timeshare?	X	
Is your complaint about **cancelling** your purchase contract?	X	
Is your complaint about **paying a company to buy** your timeshare?		X
Is your complaint about **paying a company to sell** your timeshare?		X
Is your complaint about **paying a company to transfer** your timeshare?		X
Is your complaint about **paying a company to rent** your timeshare?		X
Is your complaint about the **deed** to your timeshare?		X
Is your complaint about **exchanging** your timeshare **through RCI** or **Interval International?**	X	
Is your complaint about **reservations to use** your timeshare? *(Including being denied the use of your timeshare)*	X	
Is your complaint about **assessments**? *(Including regular or special assessments, delinquent assessments, collection actions)*	X	
Is your complaint about **non-assessment** financial issues?	X	
Is your complaint about **management** of the timeshare project (resort)?	X	
Is your complaint about **maintenance** of the timeshare project (resort)?	X	
Is your complaint about **elections**? *(Past, current, and/or future elections)*		X
Is your complaint about **access to the books and financial records**?		X
Is your complaint about **points** related to your timeshare?	X	

ADDITIONAL COMMENTS

*(**Please be BRIEF** and **ONLY** provide **FACTS, DATES,** and **NAMES** of people involved. If you need more space use the **BACK OF THIS PAGE**)*

On August 17, 2011 we attended a sales presentation given by Diamond and presided over by sales person, Dawn Ellingwood. Ms. Ellingwood made several misrepresentations. Quality and availability were elusive. Fees went up substantially and hidden fees were discovered, such as "hurricane damage." Diamond would not work with us to make payment more feasible. We feel we have been defrauded and want a rescission. (see affidavit for more detail.)

REQUIRED DOCUMENTS (DO NOT SEND ANYTHING ELSE)

DOCUMENT:	Yes	No
Included is a copy of your **purchase contract**?	X	
Included is a copy of any other **contracts or agreements** related to your complaint?		X
Included is a copy of **emails** or **letters** (received or sent) related to your complaint?		X

You will be advised if additional information is needed. An Investigator will call you within 5-10 days of receiving your complaint. In order to address your concerns as quickly as possible, when the investigator calls, please limit your discussion to answering the investigators' questions.

ACKNOWLEDGEMENT - SIGNATURE

DISCLAIMER AND ACKNOWLEDGEMENT

I request the Division of Florida Land Sales, Condominium, and Mobile Homes to review the violation(s) alleged in my complaint. I certify that my answers are true and complete to the best of my knowledge. I also understand that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his/her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in sections 775.082, 775.083, or 837.06, Florida Statutes. I also understand that Florida has a very broad Public Records law and that this form and all documents submitted related to this complaint are subject to public inspection under Chapter 119, Florida Statutes.

Signature: _____ **Date:** 5/29/19

Complaints must be submitted in writing to:
DBPR – DFCTMH
2601 Blair Stone Road
Tallahassee, FL 32399-1030

Thank you for allowing us to be of service.

GENERAL AFFIDAVIT

State of Florida
County of Orange

On 23 May 2019, before me, the undersigned Notary, the within named, Marc Villeneuve, who is a resident of Orange County, State of Florida, being first duly sworn, under oath, makes this his/her statement and General Affidavit of belief and personal knowledge that the following matters, facts, and things set forth are true and correct to the best of his/her knowledge:

On August 17, 2011, I, Marc Villeneuve, and my wife, Alicia Villeneuve, were offered some inducements by Diamond Resorts International, Inc., through Club Navigo, Liki Tiki Village, to attend a sales presentation. At that time, sales person Dawn Ellingwood made some promises that seemed too good to be true, and that turned out in fact to be untrue, after we had signed the contract, which we were assured would reflect the impressive benefits she had showcased to us. Among them, she had offered us versatile flexibility and ample bonus points, which could be used to offset maintenance fees. We also had the option, she informed us, to rent out our property as an additional option to keep fees down.

In reality, quality and availability were elusive and much less than fees being offset in any such way as described, they began on a steady incline since the time of purchase. Upon closer examination of our bills, were various hidden fees, some large part of their inflated quantity apparently attributable to "hurricane damage." Not only was flexibility absent in terms of booking, but also in Diamond's willingness to work out a plan that suited our needs as customers. For example, when our monthly fees began to exceed $2,000 in the short span of two

months, Diamond showed no willingness to work with us by spreading out payments into separate installments, thereby leaving us with precious few options.

We now find ourselves unfairly and heavily indebted with a timeshare, to which we are unable to derive any benefit, after putting down substantial funds, including years of maintenance fees, in addition to a $4017.00 deposit. We feel like we have been sorely misled by Diamond and appreciate your help in further investigating this matter. We have since acquired legal representation with Aaronson Law Firm, so that in the event we are unable to recover any of the funds, we may at least achieve a rescission of contract.

Marc Villeneuve
(Signature)

Marc Villeneuve
(Type or Print Name)

Owner.
(Title)

THE FOREGOING AFFIDAVIT, WAS ACKNOWLEDGED BEFORE ME THIS 23 DAY

OF May, ~~2018~~ 2019, BY Marc Villeneuve, WHO APPEARED BEFORE ME AND PRODUCED IDENTIFICATION IN THE FORM OF FDL, WHICH WAS EXAMINED BY ME, AND WHO (DID)/(DID NOT) TAKE AN OATH, AND ACKNOWLEDGES THAT HE/SHE IS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT.

(SEAL)

Notary Public State of Florida
Pamela Mann-Jackson
My Commission GG 188505
Expires 02/21/2022

_____, Notary Public

CLUB NAVIGO®

Liki Tiki Village
17777 Bali Blvd, Winter Garden, FL 34787
407 239-5000 Fax 407 239-5031

Sales Exception Form

Attach to Purchase Proposal Before Submitting

Date: 8-17-11

Complete this document if you have promised your new owner anything other than a credit towards their maintenance taxes.

Customer Name: Villonuevo

Customer Number: BA1 188261

Annual
Jan. 1st

Reason for Exception: 4000 bonus pt

Tyd

By signing below we acknowledge that we as sales executive and/or manager will be responsible for the cost of these additional items

Rep# _____ Percent to be charged 6 % or Amount to be charged $ _____

Mgr.# _____ Percent to be charged 12 % or Amount to be charged $ _____

Sales Representatives Signature: _____

Managers Signature: _____

Senior Sales Managers Signature: _____ 10018

Sr. Sales Ops. Mgr. Signature: _____

VP Sales Development Signature: _____

White - Corporate File Pink - Operations

8-20-11 approved price / incentives L. Ba

CLUB NAVIGO

Proposal

BAC 18826.1

Date 8 / 17 / 2011

Mkt Info 6358053

Owner # INH/350

Tour # 16

PURCHASER(S)

Name (First, M.I., Last) Marc Villeneuve S.S.N. [redacted]

Name (First, M.I., Last) Alicia Villeneuve (auth user) S.S.N. [redacted]

Address 5055 Jetsail Drive

City/State/Zip/Country Orlando, FL 32812

Tenancy ☒ Husband and Wife ☐ Joint Tenants with Rights of Survivorship ☐ Joint Tenants in Common ☐ Other

First Name Marc Home Phone # (407) 482-4318 Work Phone # ( )

Cell Phone # (407) 705-0918 Email marcdvill@aol.com

First Name Alicia Home Phone # ( ) Work Phone # (321) 841-6331

Cell Phone # (407) 451-2461 Email same

Unit # Week # First Occupancy Date / / 2012

Purchase Terms (U.S. Funds)

Point Package: 4000 pts

1. Base Purchase Price $ 21,300
2. Closing Costs $ 797
3. Total Purchase Price $ 22,097

DP% 15 Annual % Rate 14.9 # of Years Financed 10 yr

4. Down Payment Required no pre-payment penalty $ Ø
5. Amount Received Today Paid by: ☐ Cash ☐ Check ☐ Credit Card equity $ 4017 + Ø (1115 + 2902)
6. Balance Due Date / / $
7. Amount Financed $ 18,080

Monthly Payments $ 290 1st Payment Date / /

Club Dues $ ga Maintenance Fee $ 605 Real Estate Taxes $ 6

8. Club Stay Points 205 total yearly 4000 pts

PLEASE MAKE ALL CHECKS PAYABLE TO: ISLAND ONE RESORTS

This document is not binding on either the Purchaser(s) or Island One, Inc. The Purchaser(s) acknowledge that Island One will rely on the accuracy of the information on this sheet. Island One's acceptance of financing, if any, is subject to Island One's approval of the creditworthiness of Purchaser(s). By signature(s) below, **Purchaser(s) authorize Island One to obtain and review credit information, including a consumer report,** about Purchaser(s) to determine the eligibility of Purchaser(s) for financing.

Purchaser Approval Marc Villeneuve Purchaser Approval

Purchaser Approval Alicia Villeneuve Purchaser Approval

Manager Approval #12018 Representative Approval Leroy #12021

Instructions 4000 bonus pts 400 credit

1yr

BFN12.08

TRUTH-IN LENDING DISCLOSURE STATEMENT
(made in compliance with Federal law)

CREDITOR: ISLAND ONE, INC., A FLORIDA CORPORATION ("Creditor")
ACCOUNT#: BAL/18826.1
BORROWERS:
MARC D VILLENEUVE

5055 JETSAIL DRIVE ORLANDO, FL 32812

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate. 14.90%	The dollar amount the credit will cost you. $ 16,790.80	The amount of credit provided to you on your behalf. $18,080.00	The amount you will have paid after you have made all payments as scheduled. $34,870.80	The total cost of your purchase on credit, including your down payment of: $4,017.00 $38,887.80

You have the right to receive at this time an itemization of the Amount Financed. Please see the Good Faith Estimate provided in your Real Estate Settlement Procedure Act Disclosure Statement.

Number of Payments	Amount of Payments	When Payments are Due
120	$290.59	Monthly, beginning 25th September, 2011

[X] If checked this transaction contains a variable rate feature.
Variable Rate: The annual percentage rate may increase during the term of this transaction if (1) the Financial Institution Account Automatic Payment Program (the "Program") has been terminated or your right to participate in the Program has been terminated; (2) you terminate your participation in the Program; or (3) your financial institution does not complete, or has denied or returned to Creditor any request by the Creditor for payment under the Program where (a) such adverse action was not due to an electronic funds transfer system failure and (b) you do not cause your financial or substitute institution to accept such request for payment within ten (10) days of Creditor's notice of non-payment to you.

Rate Change Limit: any increase in the rate shall not exceed Zero and 85/100 percent (0.85%) more than your initial rate of 14.90% per annum.

Any increase will take the form of a different payment amount.

EXAMPLE: If your credit were $18,080.00 at Fourteen and 90/100 percent (14.90%) for 120 months and the rate increased to Fifteen and 75/100 percent (15.75%) in 12 months, your regular payments will increase to $300.05.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided. Casualty insurance will be provided by the association.
Security Interest: You will give a security interest in the property being purchased.
Filing Fees: and certain other costs are paid by developer. For details see your Good Faith Estimate.
Late Charge: If a payment is late, you will be charged 5% of the payment.
Prepayment: If you pay off your credit early, you will not have to pay a penalty.
Assumption: Someone buying your timeshare interest cannot assume the remainder of the mortgage on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a federal agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect call telephone number of the new servicer, and toll-free or collect call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

b.Complaint Resolution Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights, *whether or not your loan servicing is transferred.* If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60 business day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A business day is any day, excluding public holidays (state or federal), Saturday and Sunday.

c.Servicing Transfer Estimated by Lender The following is the best estimate of what will happen to the servicing of your mortgage loan:

We do not service mortgage loans, and we presently intend to assign, sell or transfer the servicing of your mortgage loan to Equiant Financial Services, Inc.

For all the mortgage loans that we make in the 12 month period after your mortgage loan is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between:

___ 0 to 25% ___ 26 to 50% ___ 51 to 75% _X_ 76 to 100%

This estimate includes assignments, sales or transfers to affiliates or subsidiaries. This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

2008 75% 2009 75% 2010 25%

ACKNOWLEDGEMENT OF MORTGAGE LOAN APPLICANT

I/we have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below.

Marc Villeneuve 8-17-11

MARC D VILLENEUVE Date _____ Date

_____ Date _____ Date

OMB Approval No. 2502-026

Good Faith Estimate (GFE)

Name of Originator: Island One, Inc.	Borrower: MARC D VILLENEUVE
Originator Address: 8680 Commodity Circle Orlando, FL 32819	Property Address: LIKI TIKI VILLAGE I 17777 BALI BLVD. WINTER GARDEN, FLORIDA 34787
Originator Phone Number: (407) 859-8900	
Originator Email: document.processing@islandone.com	Date of GFE: 08/17/11

Purpose.	This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's Special Information Booklet on settlement charges, your Truth-in-Lending Disclosures, and other consumer information at http://www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.
Shopping for your loan.	Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.
Important dates.	•The interest rate for this GFE is available through 08/17/11. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate. •This estimate for all other settlement charges is available through 08/17/11. •After you lock your interest rate, you must go to settlement within N/A days (your rate lock period) to receive the locked interest rate. •You must lock the interest rate at least N/A days before settlement.
Summary of your loan.	Your initial loan amount is $18,080.00 Your loan term is 120 months Your initial interest rate is 14.90% Your initial monthly amount owed for principal, interest, and any mortgage insurance is $290.59 per month Can your interest rate rise? No X Yes, it can rise to a maximum of 15.75%. Even if you make payments on time, can your loan balance rise? X No Yes, it can rise to a maximum of $ Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise? No X Yes, the first increase will be if automatic debit is terminated, and the monthly amount owed can rise to $ $300.05. The maximum it can ever rise to is $300.05. Does your loan have a prepayment penalty? X No Yes, your maximum prepayment penalty is $ Does your loan have a balloon payment? X No Yes, you have a balloon payment of $ due in _____ years.
Escrow account information.	Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of $ Do we require you to have an escrow account for your loan? X No, you do not have an escrow account. You must pay these charges directly when due. O Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.
Summery of your settlement charge.	A Your adjusted origination charges (See page 2.) B Your charges for all other settlement services (See page 2.) A + B **Total Estimated Settlement Charges** $797.00

BAL/18826.1

Understanding which charges can change at settlement.

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

These charges cannot increase at settlement.	The total of these charges can increase up to 10% at settlement.	These charges can change at settlement.
Our origination charge. Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate). Your adjusted origination charges (after you lock in your interest rate). Transfer taxes.	Required services that we select. Title services and lender's title insurance (if we select them or you use companies we identify). Owner's title insurance (if you use companies we identify). Required services that you can shop for (if you use companies we identify) Government recording charges.	Required services that you can shop for (if you do not use companies we identify) Title services and lender's title insurance (if you do not use companies we identify) Initial deposit for your escrow account. Daily interest charges. Homeowner's insurance.

Using the tradeoff table.

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with **lower settlement charges**, then you will have a **higher interest rate.**
- If you want to choose this same loan with a **lower interest rate**, then you will have **higher settlement charges.**

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

Using the shopping chart.

	The loan in this GFE.	The same loan with lower settlement charges.	The same loan with a higher interest rate.
Your initial loan amount.	$18,080.00	$	
Your initial interest rate.	14.90%	%	
Your initial monthly amount owed.	$290.59	$	
Change in the monthly amount owed from this GFE.	No change.	You will pay $ ___ more every month.	You will pay _____more every month.
Change in the amount you will pay at settlement with this interest rate.	No Change.	Your settlement charges will be reduced by $ _____.	Your settlement charges will increase by $
How much your total estimated settlement charges will be.	$797.00	$	

If your loan is sold in the future.

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number: 202B /35	7. Loan Number:	8. Mortgage Insurance Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower:	E. Name & Address of Seller:	F. Name & Address of Lender:
MARC D VILLENEUVE 5055 JETSAIL DRIVE ORLANDO, FL 32812	ISLAND ONE, INC. 8680 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819	Island One Inc. 8680 Commodity Circle, Orlando FL 32819
G. Property Location: LIKI TIKI VILLAGE I 17777 BALI BLVD. WINTER GARDEN, FLORIDA 34787	H. Settlement Agent: Korshak and Associates, P.A. Place of Settlement: 8680 Commodity Circle, Suite 200B Orlando, Fl	I. Settlement Date: 08/17/11

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	$21,300.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	$797.00
104.	
105.	
106. Adjustments for items paid by seller in advance	
107. City/town taxes	
108. County taxes	
109. Assessments	
110.	
111.	
112.	
113.	
120. Gross Amount Due from Borrower	$22,097.00
200. Amounts Paid By or In Behalf of Borrower	
201. Deposit or earnest money	$4,017.00
202. Principal amount of new loan(s)	$18,080.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	$22,097.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	$22,097.00
302. Less amounts paid by/for borrower (line 220)	($-22,097.00)
303. Cash ☒ From ☐ To Borrower	$0.00

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	$21,300.00
402. Personal property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	$21,300.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	$4,017.00
502. Settlement charges to seller (line 1400)	$0.00
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	$4,017.00
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	$21,300.00
602. Less total reduction amount due seller (line 520)	($-4,017.00)
603. Cash ☐ To ☒ From Seller	$17,283.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

CLUB NAVIGO®

Liki Tiki Village
17777 Bali Blvd, Winter Garden, FL 34787
407 239-5000 Fax 407 239-5031

Sales Exception Form

Attach to Purchase Proposal Before Submitting

Date: 8-17-11

Complete this document if you have promised your new owner anything other than a credit towards their maintenance taxes.

Customer Name: Villanueva

Customer Number: BA1 188261

Annual
Jan 1st

Reason for Exception: 4000 bonus pts

Tyd

By signing below we acknowledge that we as sales executive and/or manager will be responsible for the cost of these additional items

Rep# _____ Percent to be charged 6 % or Amount to be charged $ _____

Mgr.# _____ Percent to be charged 2 % or Amount to be charged $ _____

ales Representatives Signature: _____

Managers Signature: _____

enior Sales Managers Signature: _____ 10018

r. Sales Ops. Mgr. Signature: _____

P Sales Development Signature: _____

Pink - Operations

AARONSON LAW FIRM

Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

(407) 644-1336 PHONE
(407) 644-0191 FAX

Web: www.aaronsonlawgroup.com
E-Mail: aa@aaronsonaustin.com

April 4, 2019

Diamond Resorts International, Inc.
d/b/a Club Navigo, Liki Tiki Village
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Via Certified Mail

Re: Names: Marc and Alicia Villeneuve
Address: 5055 Jetsail Drive, Orlando, Florida 32812
Contract Number: BAL 188261
Date of Purchase: August 17, 2011

Dear Ms. Gaxiola:

We represent the legal interests of the referenced individuals, Mr. and Mrs. Marc Villeneuve, with respect to a dispute that has arisen concerning their purchase of a resort vacation interest with your company. The transaction giving rise to Mr. and Mrs. Villeneuve's' grievances occurred on August 17, 2011 when they paid $22,097.00 in consideration of a timeshare interest, including an initial cash deposit of $4,017.00, and financed the remaining $18.080.00.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and/or Fla. Stat. §559.72. Certain misstatements and other irregularities occurred during the sales presentation with which our clients take issue. Moreover, they complain of problems in accessing the resort network on reasonable terms and conditions, even relative to the consuming public at large.

In terms of background, the Villeneuves were vacationing in Orlando, Florida where they were offered a free cruise vacation to sit through a short presentation of some kind with your company. Regardless, our clients were told that it would last 60 minutes, and that investment opportunities would be discussed.

During the presentation, which ended up lasting 3-4 hours, the Villeneuves sat through a preliminary informational session during which the merits of becoming members of your company's resort network were touted. During this session a number of promises were made, some of which our clients have since learned to be false. For example, our clients were led to believe that investment in this opportunity was like membership in an exclusive club, allowing access to

all of these resorts and other destinations throughout the network. Ms. Dawn Ellingwood of the sales staff stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a re-sale and rental program to enhance the value of the investment. Ms. Ellingwood boasted of versatile flexibility in terms of booking and ample bonus points, as a way to offset fees, above and beyond the option to rent out the property, in the event they could not use it. Finally, Ms. Ellington then assured our clients that she could be reached at any time to offer assistance should reservations pose any unexpected difficulty.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our clients actually tried to make reservations that they learned of this. And our clients now realize that they are forced to compete with outsiders who are booking publicly through individual resort websites. It has also become clear that membership in the network is not, properly speaking, a financial investment. In spite of Diamond's claim of flexibility, both quality and availability proved elusive, whereas customer service seemed at pains to find solutions, and Ms. Ellingwood was never easy to locate. Flexibility was also lacking in terms of payment, when the Villeneuves became overwhelmed with accumulating bills and saw their requests for more installments denied. For example, at one point, over two months, they found themselves responsible for a number of fees, many of which they had been unaware, adding up to $2,000.00, all of which were duewithin that short period. Only after some effort to shine a light on various, steadily increasing hidden fees, did the Villeneuves discover that much of the increase they were seeing in recent years was attributed to assessments for "hurricane damage" that Diamond Resorts was presumably aware of but did not disclose.

After many hours of sitting through the sales meeting our clients finally gave in under the pressure and signed the closing documents. During the closing phase the Villeneuves were never provided a chance to read the contents of the paperwork involved, and Ms. Ellingwood offered no explanations. Rather, she perfunctorily pointed out the signature blocks on page after page. Accordingly, certain disclosures, waivers, acknowledgments, and even the public offering statement were not properly presented. The Villeneuves trusted that the closing documents were true to the statements made by your sales staff.

And in spite of all the expense, the Villeneuves have not been able to access the resort network as promised. In fact, our clients, in 8 year's time, have only been able to reserve vacation intervals on few occasions since having joined, and those always ending in compromise, far from their first choice.

There exist equitable concerns that we urge you to consider in this instance as well. Initially, Mr. Villeneuve has recently been diagnosed with eye cancer involving daily monitoring and medication, including frequent trips to his opthalmologist in Miami to receive injections. Thus, without your kind consideration in this regard, our clients' essential needs will be jeopardized due to the expense of a vacation interest that they can neither use nor afford. If you require verification with respect to any of these components of the family's hardship, we can supply the documentation in confidence upon execution of an appropriate HIPAA release.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership and forfeit all monies paid over the past decade, for a rescission of contract and relief from any future obligation, as stipulated therein. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/ed
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Aaronson Law Firm
2180 West State Road 434
Suite 6136
Longwood, Florida 32779

Office of Attorney General Ashley Moody
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, FL 32399-1050

CS / Timeshare

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:	Complaint is Against:
Zornetzer, Robert	Diamond Resorts
Last Name, First Name, Middle Initial	Name / Firm / Company
102 Saunton Links	10600 W. Charleston Blvd
Mailing Address	Mailing Address
Williamsburg	Las Vegas
City, County	City, County
VA 23188	NV 89135
State, Zip Code	State, Zip Code
757-564-8505	877-787-0906
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
bobzorn@gmail.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 **Amount Paid: $** 56696.06 **Payment Method:** other

Transaction date: 10/16/18 **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:

(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)

Please explain your complaint. Attach additional sheets, if necessary.

- Rep said we would be getting new features with this update because of our old age and health issues.

- Made it seem like diamond would take ownership back after a year

- Did not know fees would rise so much

Please see attached documents

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Robert Zornetzer Date: MAY 10, 2019

Letter of Complaint

March 26, 2019

To Diamond Customer Service/ Michelle Gonzalez:

We currently have a loan with Diamond International (loan # 26863720) with an outstanding balance of $56,863.46, as of March 15th, 2019. This dollar amount ($56,863.46) represents the balance remaining for the purchase of points at Scottsdale AZ and Virginia Beach VA, after subtracting down payments of approximately $10,300 and $5600 for these last two purchases from Diamond. The most recent purchase of additional points was in Virginia Beach, VA on October 16, 2018 and as stated, the previous point purchase was in Scottsdale, AZ on May 24, 2018. We would like to cancel out of both these purchases and end the outstanding loan we have with Diamond. We would also like to get back the monies we already paid for these last two, point purchases. The reasons behind this request are laid out in this letter.

We feel we were misled by your sales personnel, both at Virginia Beach and at Scottsdale. In Virginia Beach we were approached (Diamond Concierge) to go to an owner update meeting with a Diamond representative who would help us better utilize our existing points as well as discuss additional benefits we were entitled to. The Diamond person (Ashley Hall), at this meeting, indicated she was not a 'sales' person but only worked with Diamond Platinum owners to help them better understand how to utilize their points. In the course of the conversation with Ashley, we indicated we were going to try to utilize the Transition program to help lower our maintenance costs. Lowering our maintenance costs was our primary objective. She informed us, that the Transitions program was very hard to use and was a very long process that could take up to 2 years to complete. She also brought in her manager who said, it was rare that Diamond releases a member's obligations through that program. He said there were not any successful return of points to Diamond, by any owner using this transition program, that they were aware of. They strongly suggested, we make a purchase of additional points, that would allow us to utilize a new program that does work and would enable us to return points to Diamond, at a future date, and thereby reduce our Maintenance fee obligation. They suggested we could claim financial hardship and relinquish a portion of, or even all our points. We have not been able to find any information concerning this program and feel that we were misled by these Diamond employees for the sole purpose of getting us to purchase more points. They also told us we need to wait a year before we could use this new program.

In Scottsdale AZ, we were on a Diamond Dream Holiday and had to attend a meeting, that was not supposed to be a sales presentation. When we went to the meeting, we realized, it was in fact, a sales presentation. We pointed out that we already were double Platinum owners and did not want to purchase any more points. The Diamond representative (Christine Sutton), told us our points were all in the Hawaii collection and because of recent events (Beach erosion, Hurricanes), the Hawaii collection maintenance fees would be greatly increased this next year and into the future. She suggested we transfer into the US collection and to do it now. She brought her manager into the conversation and they said if we purchased a minimum number of points, at the reduced price, which was only available during our stay in Scottsdale, they could transfer all our points into the US collection with no additional charge for this transfer. We also note that instead of charging us a standard 10% down payment, Scottsdale charged us a 30% down payment, probably to get a lower monthly interest rate (13.99%), that was later rescinded

after the Virginia Beach purchase of more points. The Scottsdale loan number was 27063687 and was for $24,405.00 at 13.99% interest after my down payment of $10,300. This was an expenditure of $33,955 for 8500 points plus $750 in closing charges.

We observed that in order to get the Diamond Dream Holiday trips we had to attend these sales presentations, where you are subjected to these sale tactics, with the sole purpose is getting you to purchase more points you don't really need. Diamond was just using these Dream Holiday trips, as a way, to sell existing owners more points.

In the Virginia Beach purchase of additional points, we were not made aware of the fact that, the interest rate for the existing loan from the previous Scottsdale purchase, would be combined with the new points purchase at Virginia Beach at a new higher interest rate. The interest rate from the Scottsdale purchase was at 13.99% and the new interest rate at Virginia Beach was at 15.312%. We should have been able to keep the purchase from Scottsdale (about $33,955 - 8500 points) at the 13.99% interest rate and just add the new purchase of $37,438 (7500 points) at Virginia Beach with a second loan at 15.312%. By combining the two loans we ended up paying more in interest on the amount owed from the Scottsdale point purchase, increasing our monthly payments even more, and raising our Maintenance costs to over $20,000 per year paid in advance for the entire year. We were also charged more for this Virginia Beach purchase of points than was charged at Scottsdale. We were only 5 months later in this Virginia Beach purchase, and the cost per point went up notably. We should have been charged $29982 for these 7500 points (at the Scottsdale rate) and instead we were charged $37,438, an increase of about 25% ($7456 more) for this purchase.

The expense of the Diamond timeshare has become a critical financial burden for us. We are in our late 70's, becoming frail, and with our medical expenses increasing. We can no longer travel as much as before. Our maintenance fees have jumped to over $20,000 per year in addition to the current monthly loan payout of about $925 per month for 10 more years. We are taking money out of our retirement IRA to make these payments, which is jeopardizing the assets we will need to live out our remaining retirement years in reasonable comfort.

We need to and must stop these monthly payments for these additional points purchased in Scottsdale and Virginia Beach, and by returning these points reduce our overall yearly maintenance fees. We need to get back to where we originally were, prior to our Scottsdale purchase. That is, when we owned 102,500 points and had no outstanding loans to payoff for our Diamond points. Realize, we were already double platinum owners and we were pressured into buying more points by Diamond individuals (sales people) at no real apparent benefit to us. We were lied to.

I would like to point out that these experiences we had with Diamond sales people at Scottsdale and Virginia Beach are not isolated incidents. We were also misled by the sales people at Hawaii, in getting us to purchase more points and transferring (with a considerable fee involved) all our existing points to the Hawaii collection. While we are not looking at this time to return those points purchased in Hawaii, it is meaningful to observe that these sales misrepresentations occur everywhere throughout the Diamond network. The sole purpose of these "educational "meetings is to sell more points and say whatever is necessary to make the owner purchase additional points, whether they need them or not.

Bob and Sheila Zornetzer

Name: Sheila Klopping Zornetzer

Name:

Name: Home Telephone: 757-564-8505

Address: 102 Saunton Links, Williamsburg, Virginia 23188 Business Telephone:

CREDITOR: Diamond Resorts U.S. Collection Development, LLC,
c/o Diamond Resorts Financial Services, Inc.
10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of $5,616.00
15.312 %	$54,372.34	$56,696.06	$111,068.40	$116,684.40

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+	Collection Fee =	Total Payment	
120	$919.57	+	$6.00 =	$925.57	December 1st, 2018 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Default Rate:

Variable Rate: [X] **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). Your participation in the SurePay plan will also terminate upon ten (10) days written notice from us. In such event, your interest rate will increase by Two percent (2%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from **$925.57** to **$996.40.**

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

DocuSigned by: Bob Zornetzer
1F60FB4C2154460...

Signature Robert Bruce Zornetzer

DocuSigned by: Sheila Zornetzer
417588C328AF454...

Signature Sheila Klopping Zornetzer

Signature

Signature

17786436-Promissory Note Multisite Collection

October 16th, 2018 **Note No.: 26863720**

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **ROBERT BRUCE ZORNETZER and SHEILA KLOPPING ZORNETZER** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is **102 Saunton Links Williamsburg, Virginia 23188**, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Fifty-Six Thousand Six Hundred Ninety-Six and 06/100 ($56,696.06)**, together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Fifteen and 14/100 (15.14%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act. Maker shall pay Holder in 120 equal monthly installments of **Nine Hundred Nineteen and 57/100** Dollars **($919.57) each, with the first such installment being due and payable on** _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by **Two** percent (**2%**) per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal

Diamond Resorts Corporation

17786436-ACH Surepay Authorization Form

VOLUNTARY SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("**SurePay Plan**") for automatic payment of your principal and interest on your Promissory Note through your checking or savings account.

Part A: Checking/Savings Account SurePay Plan

By indicating Automatic Checking/Savings Account Payment and signing, I hereby pre-authorize **Diamond Resorts Corporation**, its subsidiary and affiliated companies and/or its service provider (collectively referred to as "**COMPANY**") to initiate electronic funds transfers from my checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I agree to provide such voided check to COMPANY within 15 days from the day I sign this Authorization.

This authority is to remain in full force and effect for "Note Payment," as indicated below, until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Note Payment — Monthly Payment Amount $925.57

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

☒ Automatic Checking Account USD

☐ Automatic Savings Account USD

Terms and Conditions of Participation in SurePay Plan for Note Payment:

I understand and agree to the following: If, at any time prior to the date the Promissory Note is paid in full, I elect to terminate my participation in the SurePay Plan, or I close the designated bank account, or I fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I stop payment on or rescind this SurePay Plan authorization, the annual interest rate on the Promissory Note is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my participation in the SurePay Plan upon ten (10) days' written notice to me. In the event of such termination by Company, the annual interest rate on the Promissory Note is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Note Payments should be sent to: Portfolio Department, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 877.DRI.CLUB (877.374.2582).

Optional Nature of Authorization:

Please note that you are not required to pay your Promissory Note by means of preauthorized electronic fund transfers from your checking or savings account. You have the option of making your installment payments without participating in the SurePay Plan. By signing this Payment Authorization Form, you acknowledge that you are voluntarily choosing the convenience of making your payments in the manner indicated through the SurePay Plan.

Part B: Authorization

Pre-authorization for automatic payment:

Name(s):	Signed:	Date:
Robert Bruce Zornetzer	DocuSigned by: Bob Zornetzer DocuSigned by: 1F60FB4C2154460...	10/16/2018 | 12:06 PM PDT
Sheila Klopping Zornetzer	DocuSigned by: Sheila Zornetzer 417588C328AF454...	10/16/2018 | 12:06 PM PDT
		10/16/2018 | 12:06 PM PDT
		10/16/2018 | 12:06 PM PDT

Part C: Depository Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name: Citizens & Farmers Branch:

City: State: Zip:

Transit / ABA Number: 051404901

Account Number: 0704184506

PURCHASER'S UNDERSTANDING AND ACKNOWLEDGMENT

Diamond Resorts® thanks you and welcomes you to one of the most flexible and enjoyable vacation plans in the world! Please review and initial the following summary items. Capitalized terms are defined in your Purchase Agreement. We look forward to exceeding your expectations.

I understand and acknowledge the following:

1. RZ SZ **Membership.** This purchase is for **7500** Points for the purchase price of **$37,438.00.**

The Developer of the U.S. Collection is Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company. The address for the Developer and U.S. Collection is 10600 W. Charleston Blvd., Las Vegas, NV 89135.

2. RZ SZ **Points.** Title to the Resort Interests is held in the U.S. Collection Trust by an independent Trustee for the benefit of the Members. In approximately 6-8 weeks a Collection Membership Certificate with an Eagle 9 UCC Vacation Interest Insurance policy will be mailed to my home and my Points will be available at that time or at the beginning of my first Use Year on **2019**.

3. RZ SZ **Annual Fees.** Enrollment in The Club exchange program is automatic. My Club Dues are billed annually along with my Maintenance Fees. My first year's Maintenance Fees and Club Dues are estimated to be **$ 1,273.00**, and are subject to annual increases not to exceed 25% per year under governing law. My Maintenance Fees must be current to make reservations. The purchase of additional Points will not decrease my Maintenance Fees. If my Points are available during the current calendar year, my Maintenance Fees will be billed within 45 days. Otherwise, my Maintenance Fees will be billed in the fourth quarter of every year.

4. RZ SZ **Saving and Borrowing Points.** I must be current on all payments to make reservations and use save, borrow, or exchange my Points. I must pay the Maintenance Fees for the upcoming Use Year to borrow Points. Points do not roll over to the next year and they will expire on December 31st unless I save them. I can save a percentage of Points for use in the following year according to this schedule:

If I save by this date:	I can save the following Points:
June 30	100% of my Points
August 31	50% of my Points
October 31	25% of my Points
After October 31	None of my Points

5. RZ SZ **Reservations.** I may make a reservation up to **13 months** before check-in at any of my Home Collection Resorts. I may make a reservation up to **10 months** before check-in at any of THE Club affiliated resorts. All reservations for the Collection and The Club are confirmed on a first-come, first-served, space-available basis. Reservations at specific accommodations are not guaranteed. I will lose some or all of my Points used to make a reservation if I cancel that reservation fewer than 91 days before my scheduled arrival date unless I purchase a Reservation Protection Plan at the time of booking.

6. RZ SZ **Personal Use.** This purchase is for personal use and enjoyment and it does not create an undue financial burden for me. I am not purchasing a Membership as a financial investment or for financial returns of any kind, including through resale, rental, or tax advantages. Diamond does not offer a rental, resale or buyback program and makes no representation regarding tax deductions, refinancing opportunities, or that there will be a secondary market for the sale of Points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out Points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

7. RZ SZ **Transferring Membership.** In the event I transfer my membership, the Association may deny a transfer if the buyer is a known or suspected fraudulent entity or person or is delinquent in the payment of any fees. A transfer fee of **$250** will apply for approved transfers. My Membership is perpetual.

8. R Z SZ **The Club.** Copies of The Club Documents that I received describe the current benefits available through The Club, instructions for making a reservation, calculating the number of Points that I will need for each of my vacations and any other point redemption benefits. Redeeming Points for reimbursement of travel services does not provide the best monetary value for my Points and is typically not lower in cost than spending cash for the same arrangements. All of The Club benefits and affiliated resorts are subject to change or termination at any time. Some of The Club benefits are only available to certain loyalty members.

9. R Z SZ **Platinum Only Benefits. ONLY** Platinum Loyalty members can redeem up to 50,000 Points to pay part of their annual Maintenance Fees, but that is not the highest and best use of Points. There is a $100 transaction fee and the redemption value is currently $0.04 per Point. Borrowed or saved Points cannot be redeemed to offset the cost of Maintenance Fees, and Points must be redeemed between Nov. 1 and Dec. 31 for the following year's payment.

10. R Z SZ **Interval International.** As part of my membership in The Club, I will automatically become a member of the Interval International exchange program ("**Interval**") at no extra cost to me for at least the first year. THE Club may change or cancel its affiliation with Interval at any time. Interval membership allows me to request an exchange through Interval using Points, subject to an exchange fee paid to Interval.

11. R Z SZ **Marketing Consent.** By initialing here, I authorize Diamond Resorts International and/or its affiliates and successors to contact me regarding promotional offers at the address, email address and telephone numbers provided below, including autodialed calls, texts and prerecorded messages, regardless of any prior election to the contrary. I understand that I am not required to give consent as a condition of purchasing any goods or services. For information about how Diamond collects, processes and shares your information, please visit www.diamondresorts.com/privacy-policy.

757-564-8505	
Home Telephone Number	Telephone Number
7572726441	7572726441
Cellular Telephone Number	Cellular Telephone Number

There is no assurance that a purchaser may resell a time-share for a certain price or on particular terms. By signing below, purchaser acknowledges that this purchase is (i) for personal use and enjoyment and not for commercial or investment purposes and (ii) not being made based upon any representation that the time-share has any future market value or resale potential.

By initialing and signing this Acknowledgment I acknowledge that I have read and understand the content of this Acknowledgment and the Purchase and Security Agreement and I have been given as much time as I want and need to review all of the documents in connection with my purchase. I also acknowledge that I have been given the opportunity to ask my Quality Assurance Representative any questions I may have prior to signing any document. The references to "I," "me," and "my" above include all Purchasers named below.

PURCHASER(S):

DocuSigned by: Bob Zornetzer — October 16, 2018
1F60FB4C2154460...
Signature — Date
Robert Bruce Zornetzer
Printed Name

DocuSigned by: Sheila Zornetzer — October 16, 2018
417588C328AF454...
Signature — Date
Sheila Klopping Zornetzer
Printed Name

Signature — October 16, 2018
Date

Printed Name

Signature — October 16, 2018
Date

Printed Name

Rev. 6/28/17_E_6-28-17_esign6-5-17_U_4/30/18

17786436-US Owner Price Protection Letter

Diamond Resorts U. S. Collection
Price Protection Guarantee
Diamond Owner Loyalty Matrix

Purchase Date: October 16th, 2018

Contract #: 17786436

Price Protection Guarantee granted to: ROBERT BRUCE ZORNETZER and SHEILA KLOPPING ZORNETZER

This Price Protection Guarantees the purchase price, for Collection Points, based on the tour day price per point of $5.05 in effect as of the Diamond Resorts U. S. Collection Purchase Date above.

This Diamond Resorts U. S. Collection Protection Guarantee remains in effect until you exercise your option to purchase additional Collection points, or upon twelve (12) months from the sale date above, whichever occurs first.

The tour day Price Protection Guarantee is based on a Collection points purchase up to 3,500 points at the Diamond Owner Pricing Matrix as of the Purchase Date above. Additional Loyalty Level discounts are reserved for purchases of 4,000 points and above as follows:

4,000 to 7,000 points, price per point of $4.55
7,500 to 14,500 points, price per point of $4.04
15,000 to 24,500 points, price per point of $3.54
25,000 points and above, price per point of $3.03

Trade options are also reserved for purchases of 4,000 points and above, subject to availability at the time of the Collection points Purchase.

This Price Protection Guarantee is non-transferable.

Please contact our Owner Enhancement Department at 866-804-9049 if you would like to exercise this option. Don't miss out, contact us before this expires.

PURCHASER(S):

DocuSigned by:
Bob Zornetzer
1F60FB4C2154460...
Robert Bruce Zornetzer
Printed Name

DocuSigned by:
Sheila Zornetzer
417588C328AF454...
Sheila Klopping Zornetzer
Printed Name

Printed Name

Printed Name

17786436-DRUSC Purchase and Security Agreement Virginia

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Virginia)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is between **ROBERT BRUCE ZORNETZER and SHEILA KLOPPING ZORNETZER** ("**You**") and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond**"). Diamond's address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135 and telephone number is 1-877-374-2582. Refer to the Third Amended and Restated Declaration for Diamond Resorts U.S. Collection ("**Declaration**") for the meaning of capitalized terms.

Diamond agrees to sell and You agree to purchase a timeshare interest or "**Membership**" in the Diamond Resorts U.S. Collection ("**Collection**"). Your Membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**") includes the following Points:

Points: 7500 **Initial Use Year:** 2019

HERE ARE THE BASIC PURCHASE TERMS AND AN ITEMIZATION OF THE AMOUNT FINANCED

1.	Purchase Price of Membership: ("**Purchase Price**")		$37,438.00
2.	Initial Cash Deposit:	$5,616.00	
3.	Less *trade in credit* of any Timeshare Interest conveyed to Diamond as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed credit for Timeshare Interest(s):	$0.00	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade in credit: (line a minus line b)	$0.00	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before:	$0.00	
	b. On or before:	$0.00	
	0	$0.00	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		$5,616.00
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		$31,822.00
8.	Financed Closing Costs payable to Diamond		$750.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): ("**Unpaid Balance**")		$32,572.00
10.	Current Outstanding Principal Balance plus Accrued but Unpaid Interest Due on Existing Timeshare Interest:		$24,124.06
11.	Total Amount Financed or Due in Cash at Closing (line 9 plus line 10): ("**Unpaid Balance**")		$56,696.06

Closing Costs

A.	Closing Costs to Diamond	$40.00
B.	Closing Costs to You	$825.00
C.	Total Estimated Closing Costs	$865.00

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): You will be billed for Assessments separately by the Association	$ 1,273.00

Contract # 17786436

19. **STATE SPECIFIC PROVISIONS:**

PURCHASER'S NONWAIVABLE RIGHT TO CANCEL

THE PURCHASER SHALL HAVE THE RIGHT TO CANCEL THIS AGREEMENT UNTIL MIDNIGHT OF THE SEVENTH (7TH) CALENDAR DAY FOLLOWING THE EXECUTION OF SUCH AGREEMENT. IF THE SEVENTH (7TH) CALENDAR DAY FALLS ON A SUNDAY OR LEGAL HOLIDAY, THEN THE RIGHT TO CANCEL THE AGREEMENT SHALL EXPIRE ON THE DAY IMMEDIATELY FOLLOWING THAT SUNDAY OR LEGAL HOLIDAY. CANCELLATION IS WITHOUT PENALTY, AND ALL PAYMENTS MADE BY THE PURCHASER BEFORE CANCELLATION MUST BE REFUNDED WITHIN FORTY-FIVE (45) DAYS AFTER SELLER'S RECEIPT OF THE NOTICE OF CANCELLATION. IF THE PURCHASER ELECTS TO CANCEL THIS AGREEMENT, HE SHALL ONLY DO SO EITHER (I) BY HAND-DELIVERING THE NOTICE TO THE SELLER OR (II) BY MAILING THE NOTICE BY CERTIFIED UNITED STATES MAIL (EFFECTIVE ON THE DATE POSTMARKED), RETURN RECEIPT REQUESTED, TO: DIAMOND RESORTS U.S. COLLECTION C/O RESCISSION COORDINATOR, DIAMOND RESORTS FINANCIAL SERVICES, INC., 10600 WEST CHARLESTON BOULEVARD, LAS VEGAS, NEVADA 89135.

This Agreement is made and entered into this **16th day of October, 2018.**

PURCHASER:

DocuSigned by:
Bob Zornetzer
1F80FB4C2154460...

Signature: **Robert Bruce Zornetzer**
Street Address: **102 Saunton Links**
City, State, Zip Code: **Williamsburg, Virginia 23188**
Home Telephone Number: **757-564-8505**
Business Telephone Number:
E-Mail Address: **szornetzer@cox.net**

DocuSigned by:
Sheila Zornetzer
417588C328AF454...

Signature: **Sheila Klopping Zornetzer**
Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address:

Signature:

PRIMARY MEMBER: Robert Bruce Zornetzer

Primary Member's Address (if not set forth above):

Signature:

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company

By: Diamond Resorts Developer and Sales Holding Company,
a Delaware corporation, its sole manager
By:

Authorized Representative

Printed Name Date

Ashley - 59189 Hall
Sales Agent (Print)

Quorum FEDERAL CREDIT UNION

17786436-Quorum Credit Union Application

This credit union is federally insured by the National Credit Union Administration (NCUA).

Membership Application
Vacation Ownership

As a vacation interest owner you are eligible for membership at Quorum Federal Credit Union (Quorum FCU) through the American Consumer Council (ACC). The ACC is a not-for-profit, consumer advocacy association and Quorum FCU offers a wide range of financial products and services to its members. This form allows you to apply for membership to both Quorum FCU and the American Consumer Council.

PRIMARY MEMBER INFO

FULL NAME (First, middle, last)	SOCIAL SECURITY OR TAX IDENTIFICATION #	BIRTHDATE (mm/dd/yy)
Robert Bruce Zornetzer	[redacted]	16-Feb-1943

PERMANENT PHYSICAL ADDRESS (if different from below, no P.O. Box#)	CITY, STATE & ZIP	COUNTRY

MAILING ADDRESS	CITY, STATE & ZIP	COUNTRY
102 Saunton Links	Williamsburg, Virginia 23188	

EVENING PHONE	DAYTIME PHONE	CELL PHONE
757-564-8505		7572726441

E-MAIL ADDRESS szornetzer@cox.net

DISCLOSURES AND AGREEMENTS

USA Patriot Act: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other ID.

Membership Application Agreement: I hereby apply for membership to Quorum FCU, agree to conform to its bylaws and amendments thereto and subscribe for at least one share. By signing this form, I agree to be bound by the terms of agreement for all services, now and in the future, including the Online Services/Mobile Banking Disclosures, and to the conditions stated within the Truth-In-Savings Disclosure, which has been or will be supplied to me and is also available online at quorumfcu.org/diamondresorts.

Electronic Statements and Notices: I affirmatively consent and agree to permit the Credit Union to provide disclosures, statements and notices in electronic form instead of written form. Notices include but are not limited to: Insufficient Funds (NSF), Overdraft, Courtesy Pay, Negative Balance, Tax Notice or Term Account Maturity Notice. Statements will be maintained on a site that can be accessed to obtain, review, print and otherwise copy/download periodic statements and other notices. Statements and Notices are not available through Online Banking indefinitely. I understand I can request statement copies if necessary for the applicable fee (refer to the Credit Union Fee Schedule).

Consumer Reports: I authorize the Credit Union to obtain consumer reports, verify employment information and/or furnish information concerning my consumer affairs in connection with any application, update, renewal or extension of credit, or closure of accounts. A "consumer report" may contain information about my personal and credit characteristics and general reputation. If I request, the Credit Union will tell me the name and address of any consumer reporting agency from which it received a consumer report on me. I understand that it is a federal crime to willfully and deliberately provide incomplete or incorrect information on any applications made to federal credit unions insured by the NCUA. I understand that a Credit Union representative may inform me at the time I open my account or after regarding my eligibility for pre-approved credit. I may consent to any pre-approved credit verbally at a Credit Union location or over the phone.

VoiceConnect (Automated Telephone Service) Agreement: I request access to VoiceConnect so that I can make inquiries and perform applicable transactions on my account.

Important: By signing this application, I certify that I am an owner or borrower on each deposit or loan account that can be accessed using the Authorization Code generated for me; and agree that, if I use the Authorization Code number to access accounts through VoiceConnect, I will be bound by all of the terms and conditions of the IVR Service Agreement and Disclosure Statement within the Truth-In-Savings Disclosure.

Security Interest: I grant the Credit Union a security interest and/or right of offset in all individual or joint accounts I have with the Credit Union both now and in the future unless the funds have a statutory protection or are otherwise protected by law.

My signature confirms that I have read and understand the disclosure above and that all the information I have supplied on this application is valid and may be verified by the Credit Union.

By submitting this application I certify under penalties of perjury: (1) the Social Security Number or Tax Identification Number on my application is correct; (2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding due to failure to report interest or dividend income, or the IRS has notified me that I am no longer subject to backup withholding; (3) I am a US person (including a US resident alien) or a non-resident alien. If I am a non-resident alien, I agree to complete a W8-BEN form or be subject to backup withholding. The Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid backup withholding.

I understand that: (1) I am eligible for Quorum FCU membership through the American Consumer Council; (2) my American Consumer Council and Quorum FCU memberships will become active either (a) if/when the Credit Union approves my account and finances my vacation ownership loan (if any) or (b) I directly apply for membership with Quorum FCU online at quorumfcu.org/diamondresorts; 3) I must qualify for membership to the Credit Union; (4) membership to the Credit Union is required if it finances my loan. If I become a member of Quorum FCU due to the direct financing of my vacation ownership loan, Quorum will deposit the $5 minimum required balance into my account. Note: A new membership will not be opened if any borrower is already a primary member at Quorum.

PRIMARY MEMBER SIGNATURE	DATE
X	10/16/2018 | 12:06 PM PDT

CITIZENSHIP:

☐ US CITIZEN ☐ RESIDENT ALIEN ☐ NON-RESIDENT ALIEN

2500 Westchester Avenue | Suite 411| Purchase | NY 10577
914.641.3700 | 800.874.5544 | Fax: 914.641.3730 | quorumfcu.org/diamondresorts

Mr. Robert Zornetzer
102 Saunton Links
Williamsburg, VA 23188

UNITED STATES POSTAL SERVICE
1024
32399
U.S. POSTAGE PAID
FCM LG ENV
WILLIAMSBURG, VA
23188
MAY 10, 19
AMOUNT
$0.00
R2305K141902-04

Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

CS/TS
BK

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:	Complaint is Against: 1 of 2
James-Powell, Helen G Last Name, First Name, Middle Initial	Bluegreen Vacations/Casa Del Mar Name / Firm / Company
2623 Gerald Drive Mailing Address	621 South Atlantic Avenue Mailing Address
Tallahassee, Leon City, County	Ormond Beach, City, County
Florida 32310 State, Zip Code	Florida 32176 State, Zip Code
(850) 576 7810 Cell 345 2632 Home & Business Phone, Including Area Code	877-688-9889 Business Phone, Including Area Code
H.G.J.P@CenturyLink.net Email Address	www.bluegreenVacations.com 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 **Amount Paid:** $2600. Plus maintenance fees **Payment Method:** for 21 years

Transaction date: 8-5-1998 **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:
American Resort Development Association (ARDA)

(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)

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:	Complaint is Against: 2 of 2
James-Powell, Helen G	Diamond Resorts
Last Name, First Name, Middle Initial	Name / Firm / Company
2623 Gerald Drive	10600 West Charleston Blvd
Mailing Address	Mailing Address
Tallahassee, Leon	Las Vegas
City, County	City, County
Florida 32310	Nevada 89135
State, Zip Code	State, Zip Code
(850) 576 7810 Cell 345 2632	(702) 684-8000
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
H.G.J.P@CenturyLink.net	DiamondResorts.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 **Amount Paid: $** _____ **Payment Method:** _____

Transaction date: _____ **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:
American Resort Development Association (ARDA)

(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)

See Attachments

Please explain your complaint. Attach additional sheets, if necessary.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Helen Jones-Powell Date: 6-21-19

Explanation of Complaint:

I purchased a timeshare from Casa Del Mar Joint Venture, A Florida General Partnership on August 5, 1998.
The timeshare was a Odd Year Biennial Unit Week Number 2 Unit 324 at Casa Del Mar Beach Resort, a
Condominium, and at the same time I signed an Avatar Vacation Club Resort Agreement which is a separate
Club fees added to maintenance fees and etc. If I didn't called to used my deeded week, Avatar Vacation Club
would converse my Bi-Yearly week to points. Avatar Vacation Club was also called the Amber Vacation Club.

I have been paying my yearly Maintenance, Real Estate Tax, and Amber Club fees and other fees over 21 years
On-Time, even when there were special Assessments. I were trying to sale the TimeShare in the past but I
still paid my yearly TimeShare bill received from Bluegreen/Casa Del Mar Resort.

Through the years the Casa Del Mar Resort has been remodeled and changed ownership. The resort rooms are smaller.
The Resort is currently own by BlueGreen Vacations and last year (2018) Diamond Resort sent me a letter stating
that Diamond Resorts has acquired the Amber Vacation Club and related assets.

Now that I have given you a brief history, I will tell you the reason for my complaint. I called Diamond Resorts
a few weeks ago to reserve a few days at Casa Del Mar in Ormond Beach Florida using some of the points.
I were told that I didn't have any points because Blugreen Resorts said that I didn't pay my maintenance
fees until March '2019 (which was late) and do not have any points to use. I knew that the maintenance fees bill
was paid as soon as I received it. After finding my copy of the bill, check, and bank statement (see attachments),
I called Blugreen Resorts and inform them what Diamond Resorts told me. I inform Bluegreen Resorts that my check
copy shows the check was written December 23, 2018 and paid by my bank on January 2, 2019 and you're had to received
it in December to be paid January 2, 2019 by my bank. I was then told that the bill was due January 1, 2019 and
it was still late and you need to work with Diamond Resorts. It was Diamond resorts that inform me that Bluegreens
Resorts told them that my maintenance fees were late and that I would not received any points to use for 2019.

Looking at my owner statements for the last two years (2017 and 2018 enclosed) I were billed $334.76 (2018) and
$510.05 (2017) I paid (505.05) the bill for 2017 except the voluntary ARDA ($5) And paid $334.76 for 2018.
I then was bill again for the voluntary ARDA on the 2018 bill and another ARDA charge which I paid the whole bill.
I have Paid a total of $839.81 for the last two years and can't use my Timeshare for this odd year (2019).

The Amber Club have been receiving club fees from me yearly and my timeshare is Biyearly. I'm retired and on Social Security and Medicare. I'm tired of the rising fees and paying so much money to be told that I don't have points to use at my timeshare resort this year. I would like to exit out the timeshare and get my money back. I have been treated unfairly, and the resort I purchased my timeshare from have changed. Bluegreen Resorts didn't even offer to research the problem to make sure they haven't made a mistake. Bluegreen just wanted my money and didn't want to give me any customer services. And Diamond didn't want to give me any points and they have received two years of club fees.

Please check these tWo Resorts out, there's something not right.

See Attachments

I would appreciate any help you can give me.

Avatar Vacation Club

DEEDING INSTRUCTION ADDENDUM

NAME Helen G James

Control No.: 39981.0

There are various designations by which you may elect to take title to your Florida Real Estate. Please remember, that the laws of the State of Florida will govern your Title no matter where you may presently live. You should give careful consideration to the exact manner which you wish to take Title, because in event of your death, the rights to your spouse, children and other heirs will depend on how your Deed is prepared now.

The following lettered paragraphs indicate some of the basic ways in which Title may be taken. Please read these carefully and then indicate your choice below:

[HJ] A) You may wish to take Title individually, i.e., your name alone. [MARITAL STATUS REQUIRED]

Widowed

[_____] B) HUSBAND AND WIFE: A Deed to a husband and wife creates what is known under Florida law as an Estate by the Entireties. This means that both spouses are co-owners of the property during their respective life-times. Upon death of either spouse, the survivor automatically takes full title to the property. This feature is known as the "Right of Survivorship."

[_____] C) JOINT TENANCY WITH RIGHTS OF SURVIVORSHIP: This designation is similar to Tenancy by the Entireties as outlined above, except that the joint tenants are not husband and wife, and there may be 2 or 3 or even more such joint tenants who desire to have mutual rights of survivorship. Each is a co-owner of the entire property and has the same automatic right of survivorship as Tenancy by Entireties. Thus, if a Deed reads to A and B under this designation, on A's death B will automatically become the sole owner of the property, and, of course, the reverse is also true. [MARITAL STATUS OF EACH PURCHASER REQUIRED]

[_____] D) TENANTS IN COMMON: Where two or more persons take title as Tenants in Common, it means that each has an undivided interest in the property. Each can hold an undivided one-half interest or some different percentage. The distinguishing feature in a Tenancy in Common is that there is no right of survivorship upon the death of one of the co-tenants. Thus, if A and B take title as Tenants in Common, then upon A's death, his share of the property goes to his heirs or to whomever he designates in his

AVATAR

Dear Customer(s):

Avatar Finance, Inc., as servicer for **Casa Del Mar Beach Resort,** congratulates you on your recent time-share interval purchase. You have taken the first step towards many exciting and memorable vacations.

Enclosed is a copy of your contract for your records. Your closing agent will now begin the processing of your deed which will be recorded in the appropriate county and mailed to you.

We urge you to place your legal documents in your safe deposit box or wherever you keep important papers. This is your only proof of purchase until your Time-Share Deed is recorded transferring ownership to you.

If you have any questions regarding your contract, please write or call our Avatar Loan Administration Department at 1-800-487-7077.

Sincerely,

Constantino Fernandez
Loan Servicer
Avatar Finance Inc.,
As Servicer

(Wel-cdmo)

P.O. Box 023000, Miami, Florida 33102-3000 - (305) 442-7000 FAX (305) 567-1730

SELLER/DEVELOPER:
CASA DEL MAR JOINT VENTURE
a Florida general partnership
255 Alhambra Circle
Coral Gables, FL 33134

Account No.:_____

Contract No.:_____

PURCHASE CONTRACT
CASA DEL MAR BEACH RESORT,
A Condominium

Date: 25TH JULY 1998

This Contract is made on the date set forth above by and between the seller/developer, Casa del Mar Joint Venture, a Florida general partnership, hereinafter referred to as "Developer" whose address is 255 Alhambra Circle, Coral Gables, Florida 33134, and the undersigned purchaser(s), hereinafter referred to as "Purchaser":

PURCHASER(S)

LAST	FIRST	MIDDLE INITIAL	MARITAL STATUS	SOCIAL SECURITY NO.
JAMES.	HELEN G.		S	[redacted]

LAST	FIRST	MIDDLE INITIAL	MARITAL STATUS	SOC
2625 GERALD DR		TALLAHASSEE	FL 32310	[redacted]

ADDRESS	CITY	STATE OR PROVINCE	ZIP OR COUNTRY	TELEPHONE

Purchaser(s) agree(s) to purchase and Developer agrees to sell Purchaser one (1) or more unit week(s) ("Unit Week") of Casa del Beach Resort, a Condominium, located at 621 South Atlantic Avenue, Ormond Beach, Volusia County, Florida 32176 (the "Condominium") Purchaser agrees to pay the total purchase price to Developer for the Unit Week described above as follows:

1. Purchase Price (Payable in United States Dollars) $ 2,450.00
2. Cash Down Payment N/A $ N/A
3. Additional Deposit Due On: _____ $ N/A
4. Balance To Be Financed $ _____

Number of Unit Weeks Purchased: 1 Unit Week: 02 In Unit No. 324
Principal Contact (See paragraph 2 below): HELEN G. JAMES
Commencement Day: (See paragraph 1 below) : SATURDAY 02/01/99
First Available Occupancy Date:_____ Estimated Date of Completion: NOW
Use Characterization of Unit Week Purchased: Annual, Odd Year Biennial or Even Year Biennial: 01/01/99
Annual Assessment for Common Expenses for _____ shall be $ 150.00 due or before _____
Estimated Closing Date: N/A 1/99 Closing Costs: _____

Purchaser's total financial obligation includes the purchase price, Volusia County Ad Valorem Taxes, annual assessment for Commo Expenses, Club Dues, special assessments (if any), External Exchange Company use fees and all finance charges. Purchasers shall l responsible for their Unit Week's share of the annual assessment for Common Expenses each year, beginning in the first year of occupanc

SELLER'S FEDERAL TRUTH-IN-LENDING DISCLOSURE TO CONSUMERS

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate. N/A %	The dollar amount the credit will cost you. $ N/A	The amount of credit provided to you or on your behalf. $ N/A	The amount you will have paid after you have made all payments as scheduled. $ N/A	The total cost of your purchase on credit, including your down-payments of $ N/A $ N/A

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments	Amount of Payment	When Payments Due
N/A	$ N/A	The N/A day of each month,
N/A	$ N/A	beginning N/A

The ANNUAL PERCENTAGE RATE disclosed above: N/A _____ is a Fixed Rate. _____ May change
If the Annual Percentage Rate may change, you have agreed to the terms of the Creditor's "Auto Payment Plan" (the "Program") which means that this transaction contains a variable rate feature and the annual percentage rate may increase or decrease % during the term of this transaction if (1) the "Program" has been terminated or your right to participate in the Program has been terminated; (2) you terminate

When recorded, return to:
American Pioneer Title Insurance Company
489 E. Semoran Blvd., Suite 109A
Casselberry, FL 32707

09/08/1998 14:47
Doc stamps 17.50
(Transfer Amt $ 2450)
Instrument # 98167878
Book: 4344
Page: 3052
Diane M. Matousek
Volusia County, Clerk of Court

This instrument prepared by:

G. Patrick Settles, Esq.
255 Alhambra Circle
Coral Gables, Florida 33134

98-1364

Contract No. 45-667948 / 39981.0
Parcel Identification (Folio) No.422305080130
Grantee(s) Social Security Number
[redacted]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed August 5, 1998 , by and between Casa Del Mar Joint Venture, a Florida general partnership, whose address is 255 Alhambra Circle, Coral Gables, Florida 33134 ("Grantor"), and Helen G. James, whose address is 2623 Gerald Drive, Tallahassee, FL 32310 ("Grantee").

WITNESSETH:

Grantor, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid to it by Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto Grantee, Grantee's heirs, devisees, successors and assigns, the following described real property (the "Property"):

Odd Year Biennial Unit Week 02, in that certain Unit 324 of Casa Del Mar Beach Resort, a condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 4194 , Page 3096, Public Records of Volusia County, Florida and all exhibits attached thereto, and any amendments thereof (the "Declaration");

Together with a remainder over upon termination of the vacation ownership plan as tenant in common with the other purchasers of Unit Weeks in such Unit, in the percentage interest determined and established by Exhibit "D" to the Declaration to have and to hold the same in fee simple forever.

This conveyance is subject to and, by accepting this Special Warranty Deed, Grantee does hereby agree to assume and abide by the conditions and restrictions imposed by the following:

1. Taxes for the current year and subsequent years;
2. Conditions, restrictions, limitations, reservations, easements and other matters of record, including, but not limited to, the Declaration.
3. The specific use restrictions set forth in the Avatar Vacation Club Resort Agreement, as the same may be amended from time to time, an initial copy of which is attached to the Declaration as Exhibit "F".
4. The specific use restrictions set forth in the rules and regulations contained in the Disclosure Statement for Club Members of the Avatar Vacation Club, as the same may be amended from time to time, an initial copy of which is attached to the Declaration as Exhibit "G".

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor hereby warrants the title to the Property and will defend the same against lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Jeannie Zapata

Jeannie Zapata

Diane Madill

Diane Madill

CASA DEL MAR JOINT VENTURE
a Florida general partnership
By: Avatar Beach Resort, Inc., a Florida corporation and general partner

By: Philip Josephson
Philip Josephson.
Authorized Agent
255 Alhambra Circle
Coral Gables, FL 33134

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this August 5, 1998 by Philip Josephson, as Authorized Agent

Kimberly Clark
Commission No: CC753829
My Commission Expires: June 23, 2002

OFFICIAL NOTARY SEAL
KIMBERLY CLARK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC753829
MY COMMISSION EXP. JUNE 23,2002

(4/147)
Casa Del Mar Beach Resort
m:\legal\vac-club\casa\biennial.swd

FLORIDA MODIFIED

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY 10-17-92 (Florida Modified)

POLICY NO.

OP-9-1273.01-1378

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

AMERICAN PIONEER
TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, AMERICAN PIONEER TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, **AMERICAN PIONEER TITLE INSURANCE COMPANY** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:

AMERICAN PIONEER TITLE INSURANCE COMPANY

AMERICAN PIONEER TITLE INSURANCE COMPANY CORPORATE SEAL 1988 FLORIDA

By: Roy W. Lasserter
President

Attest: George P. Daniels
Secretary

Baker and Hostetler, LLP
200 S. Orange Avenue
Suite 2300
Orlando, FL 32801

Date Printed: Wednesday, September 23, 1998 9:14:54 AM

OWNER'S FORM

Plant #	Schedule A	Agent/Branch #
7075*98-1364	Policy # OP-9-1273.01-1378	1273.01*39981

Reinsurance #	Effective Date & Time 09/08/1998 14:47	Simultaneous #
State: FL County: Volusia	Amount of Insurance: $2,450.00	Commitment #

1. Name of Insured:

   HELEN G. JAMES

2. The estate or interest in the land described herein and which is covered by this policy is

   TimeShare Estate

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land is described as follows:

   ODD YEAR BIENNIAL Unit Week 02, in that certain Unit 324 of CASA DEL MAR BEACH RESORT, A CONDOMINIUM, according to the Declaration of Condominium recorded in Official Records Book 4194, Page 3096, of the Public Records of Volusia County, Florida, together with any amendments thereto.

   Together with a remainder over upon termination of the vacation ownership plan as tenant in common with the other purchasers of Unit Weeks in such Unit, in the percentage interest determined and established by Exhibit "D" to the Declaration to have and to hold the same in fee simple forever.

Warranty Deed executed by CASA DEL MAR JOINT VENTURE, A FLORIDA GENERAL PARTNERSHIP to HELEN G. JAMES, dated August 5, 1998, filed September 8, 1998, and recorded in Official Records Book 4344, Page 3052, of the Public Records of Volusia County, Florida.

Countersigned Authorized Signatory

Issued by:
BAKER AND HOSTETLER, LLP
200 S. ORANGE AVENUE SUITE 2300
ORLANDO, FL 32801

NOTE: This policy consists of insert pages labled in Schedules A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

CASA DEL MAR
621 SOUTH ATLANTIC AVENUE
ORMOND BEACH, FL 32176

1-888-578-6747

1-888-672-9221

1-800 348-3260

DATE: 08/12/98

OWNER #: 39981.0
HELEN G. JAMES

2623 GERALD DR
TALLAHASSEE FL 32310

WELCOME, AND CONGRATULATIONS FOR BECOMING A RECENT OWNER IN THE AVATAR VACATION CLUB. WE ARE TAKING THIS OPPORTUNITY TO SHARE WITH YOU SOME IMPORTANT INFORMATION ON YOUR PURCHASE AND WHAT YOU NEED TO DO TO TAKE FULL ADVANTAGE OF YOUR VACATION WEEK(S).

THERE ARE TWO OPTIONS AVAILABLE TO YOU IN USING YOUR VACATION TIME IN THE AVATAR VACATION CLUB PROVIDING YOU CALL OUR VACATION CLUB COUNSELOR AT 1-888-578-6747 SEVEN DAYS A WEEK, 9:00 A.M. - 5:00 P.M. EASTERN STANDARD TIME. YOU MAY BEGIN CALLING ON: 08/11/98

OPTION #1: USE YOUR AVATAR VACATION CLUB POINTS AT SUNRISE RIDGE, CASA DEL MAR BEACH RESORT, OR ALHAMBRA VILLAS.
VACATION CLUB POINTS: 450 POINTS EXPIRE: 01/09/00
Changed to 544

YOU MAY EXCHANGE YOUR POINTS UP TO 180 DAYS IN ADVANCE AT SUNRISE RIDGE, CASA DEL MAR BEACH RESORT, OR ALHAMBRA VILLAS AT THE POINCIANA GOLF & RACQUET RESORT IN POINCIANA, FLORIDA WHICH IS SOUTHEAST OF DISNEY WORLD.

OPTION #2: USE YOUR AVATAR VACATION CLUB POINTS TO RESERVE A WEEK AT SUNRISE RIDGE, CASA DEL MAR, OR ALHAMBRA VILLAS, TO SPACEBANK WITH RCI

NEXT YEAR YOU HAVE A 3RD OPTION OF USING YOUR UNIT AND WEEK OF PURCHASE WHICH IS AS FOLLOWS
HOME RESORT: CASA DEL MAR
UNIT: 324 WEEK: 02 TYPE: SUN
BEGINNING: Saturday, 01/13/01
WEEK COLOR CODE: RED-VAL

THANK YOU FOR PURCHASING IN THE AVATAR VACATION CLUB AND PLEASE BE ASSURED THAT WE WILL CONTINUE TO BE OF SERVICE TO YOU IN MAKING SURE YOUR DREAM VACATIONS WITH US ARE ENJOYABLE AND MEMORABLE.

SINCERELY,

YOUR AVATAR VACATION CLUB COUNSELOR

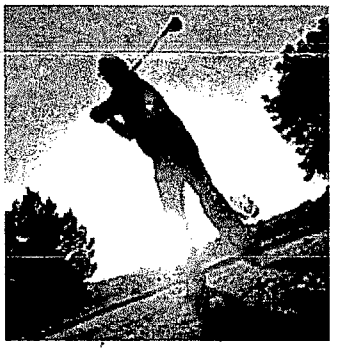
Stay Vacationed.

DIAMOND Resorts

Dear Valued Owner,

We are pleased to announce that Diamond Resorts has acquired the Amber Vacation Club and related assets and we would like to take this opportunity to provide you with a brief overview of our company.

Diamond Resorts is a leader in the vacation ownership industry with a network of more than 400 destinations and cruise itineraries around the globe. From unforgettable getaways to exclusive concert series and VIP receptions, members turn to us to recharge, reconnect and remind each other what matters most. Because vacations aren't a luxury – they're a necessity.

We understand you may have questions about this transaction. Rest assured your vacation ownership isn't changing, and you can continue to enjoy the vacations that you and your family have come to cherish with the Amber Vacation Club. We are reviewing products and experiences that we may be able to offer you in the future, and will be sure to notify you when they become available.

Sincerely,

Michael Flaskey
Chief Executive Officer, Diamond Resorts™

If you do not wish to hear about Diamond's valuable promotions and marketing opportunities, please contact 1.844.205.7044.

CASA DEL MAR BEACH RESORT CONDOMINIUM ASSOCIATION, INC.
ASSESSMENT BILLING AND COLLECTION POLICY

The following is the Assessment Billing and Collection Policy for Casa del Mar Beach Resort Condominium Association, Inc., as adopted by the Board of Directors.

November 2018
The annual maintenance fee bill for the 2019 calendar year is mailed.

January 1, 2019
Payment is due.

15 days after due date
Account is delinquent. The following charges are added:

- A late fee of $25.00
- Interest of 1.5% per month beginning January 1

A statement including all penalties, fees, and interest will be mailed.

45 days after due date
Lock Out with Intent to Rent Letter is sent to delinquent owners.
A letter with a statement will be sent detailing all charges and fees that have been added and what further actions will be taken to collect the debt owed.
The following charge is added:

- A lock out fee of $15 or 5% of the total amount of delinquency, whichever is less, is charged to delinquent accounts.
    - Reservations are cancelled until the account is brought current.
    - Exchange requests will not be confirmed until account is brought current.
    - Confirmed exchanges will be blocked.
    - All charges must be paid in full to have occupancy rights reinstated.

75 days after due date
A letter is sent to delinquent owners notifying them they will be sent to an outside collection agency and are liable for any fees imposed by the outside collection agency.

A statement will be sent detailing all charges and fees that have been added to the account.

135 days after due date
Delinquent accounts are turned over to an outside collection agency. The additional charges will be the sole responsibility of the owner.

The Board of Directors may, at its discretion, take the following additional steps to collect the unpaid debt owed to the Association, as well as any other remedy as permitted by the governing documents and current state statutes:

- Submit delinquent accounts to an attorney for formal notification of default, and demand payment (Legal Notice). Cost of a Legal Notice will be added to your account.
- File a Claim of Assessment Lien.
- Foreclose on the Claim of Assessment Lien.
- Institute a Small Claims suit or other legal action.

NOTE: A $35.00 charge will be added to your account for any payment that is not honored (bad check, insufficient funds, etc.). If the first payment is not honored for any reason, subsequent payment(s) must be made by secured funds (money order, cashier check).

Owner
39981
Casa del Mar
Beach Resort

Dear Casa Del Mar Beach Resort Condominium Association Owner:

621 South Atlantic Ave, Ormond Beach, FL

Enclosed is the billing statement for your 2019 Maintenance Fees. Your 2019 billing covers the projected operational cost for the following fiscal year. Please note your maintenance fee billing is broken down as follows: The Maintenance Fee is used to pay for day to day costs such as administration, pool care, landscaping, etc. The Reserve Fee is used for costs incurred for the replacement of furniture, appliances, painting, etc. The Real Estate Tax represents your portion of the total tax charged to the Association. The ARDA Fee is voluntary and goes to protect your ownership rights on an industry wide level. If you elect not to contribute to this fund please deduct $5 per account from your billing statement.

Please be sure to read the Assessment Billing and Collection Policy that outlines the policy on late payment penalties. If you have any questions regarding your maintenance fees, go online at www.bluegreenowner.com or contact us at 877-688-9889. Our hours of operation are Monday through Friday from 8:00 a.m. to 9:00 p.m. and Saturday 9:00 a.m. to 5:30 p.m. EST. Remember, the continued success of your resort depends upon the timely payment of your annual fees.

VOLUNTARY ARDA-ROC-PAC CONTRIBUTION

ARDA (American Resort Development Association) is a 40-year-old Washington, D.C. based industry trade association representing the resort industry through lobbying, consumer advocacy, and a unique organization called ARDA-Resort Owners Coalition-Political Action Committee (ARDA-ROC-PAC). This is the first line of defense against legislation that may negatively impact timeshare owners and their well-being. ARDA-ROC-PAC contributions are political contributions not deductible for federal income tax purposes. You may refuse to contribute more or less without reprisal or otherwise affecting our membership. Only U.S. citizens or permanent resident aliens (green card holders) may contribute to ARDA-ROC-PAC.

The ARDA-ROC-PAC concept is simple – owners across the country join together to gain collectively what they are unable to achieve individually. The ARDA-ROC-PAC coalition is comprised of hundreds and thousands of timeshare owners. The organization is funded solely through voluntary contributions. The funds are collected by your Association in conjunction with your annual maintenance fee assessment and sent to ARDA-ROC-PAC headquarters in Washington, D.C. ARDA-ROC-PAC utilizes its contributions to hire consultants and experts to work with ARDA staff to track and follow legislative and regulatory activity in the White House, regulatory agencies, the U.S Congress, and on state and local levels.

Year after year, federal, state and local lawmakers search for various ways to raise revenue by taxing owners at resort properties. One state's actions can set dangerous precedent and spread to other states if not dealt with effectively. ARDA-ROC-PAC strives to safeguard and improve vacation ownership for the future by defending owners on so many issues.

Funds contributed to ARDA-ROC-PAC possess maximum flexibility. They can be used to engage attorneys and lobbyists to pay for research to defend owners' legislative positions, and contribute to elected officials at the state and federal levels who are supportive of owners' legislative positions. For more information please visit their website: www.arda.org.

Please join your fellow timeshare owners by contributing only $5.00 a year (42 cents a month). Your support will enable ARDA-ROC-PAC to protect your interests as a timeshare owner.

11/18 CDM

Consume
211
Wire

CLICK & PAY ONLINE
The easiest way to pay your balance is online at **www.bluegreenowner.com** or contact us at **877.688.9889**

bluegreenvacations®

Casa Del Mar

24_AB ▲ 0 0 0 4 8 4
Helen James
2623 Gerald Dr
Tallahassee, FL 32310-6505

Owner Number:	612477
Statement Date:	12/06/2018
Total Due:	$334.76

PREVIOUS BALANCE	PAYMENTS	CURRENT CHARGES	PENALTY FEES	ADJUSTMENTS	NEW BALANCE
$5.00	$0.00	$329.76	$0.00	$0.00	$334.76

ACCOUNT #	DATE BILLED	DESCRIPTION	AMOUNT	DUE DATE
02/324JZ		PAST DUE AMOUNT	$5.00	IMMEDIATELY
	11/30/2018	Maintenance 2019	$137.96	01/01/2019
	11/30/2018	Real Estate Tax 2019	$21.21	01/01/2019
	11/30/2018	Reserves	$57.59	01/01/2019
	11/30/2018	Voluntary ARDA	$5.00	
	12/02/2018	Amber Club Dues	$108.00	01/01/2019

Please retain for your records.

TOTAL DUE: $334.76

Go Green With Bluegreen! Sign up to receive statements electronically by signing into bluegreenowner.com and selecting 'Go Green' under the My Account menu.

Account Inquiries:
Website: www.bluegreenowner.com
Phone: 877.688.9889

4804

☑ **Track your expenses...**
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

BALANCE FORWARD	
THIS ITEM	334.76
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

FirstFlorida
CREDIT UNION

PO Box 43310
Jacksonville, FL 32203-3310
Toll Free: 1-800-766-4328
www.firstflorida.org

Return Service Requested

1254 2 AB 0.412 11365 - 1254 - 8

HELEN G JAMES
2623 GERALD DR
TALLAHASSEE FL 32310-6505

Statement Period: 01-01-2019 to 01-31-2019 **Account Number:** [redacted]

Summary of Accounts

	Balance
[redacted]	[redacted]
TOTAL SHARES	[redacted]

LOANS:	**Balance**
LINE OF CREDIT - 0010	0.00
TOTAL LOANS	**0.00**

PRIME SHARE - 0000

Balance Summary

Beginning Balance	+	Deposits & Other Credits (1)	-	Withdrawals & Other Debits (0)	=	Ending Balance
[redacted]		$0.04		$0.00		[redacted]

Trans Date	Transaction Description	Amount	Balance
01-01	**Beginning Balance**		[redacted]
01-31	Deposit Dividend 0.15%	0.04	[redacted]
	Annual Percentage Yield Earned 0.15% from 01/01/19 through 01/31/19		
	Average Daily Balance 313.91		
01-31	**Ending Balance**		[redacted]
	Dividends Earned Year to Date	0.04	
	Dividends Earned In 2018	0.48	

CHECKING - 0010

Balance Summary

Beginning Balance	+	Deposits & Other Credits (5)	-	Withdrawals & Other Debits (10)	=	Ending Balance
[redacted]		[redacted]		[redacted]		[redacted]

Trans Date	Transaction Description	Amount	Balance
01-01	**Beginning Balance**		[redacted]
01-02	[redacted]	[redacted]	[redacted]
01-02	Draft 4804	-334.76	[redacted]

CLICK & PAY ONLINE
The easiest way to pay your balance is online at **www.bluegreenvacations.com** or contact us at **877.688.9889**

bluegreenvacations™

Casa Del Mar

24_AB ▲ 000576
Helen James
2623 Gerald Dr
Tallahassee, FL 32310-6505

Owner Number:	612477
Statement Date:	12/26/2017
Total Due:	$510.05

PREVIOUS BALANCE	PAYMENTS	CURRENT CHARGES	PENALTY FEES	ADJUSTMENTS	NEW BALANCE
$0.00	$0.00	$510.05	$0.00	$0.00	$510.05

ACCOUNT #	DATE BILLED	DESCRIPTION	AMOUNT	DUE DATE
02/324JZ	12/26/2017	Amber Club Dues	$106.00	02/01/2018
	12/26/2017	Assessment	$95.08	02/01/2018
	12/26/2017	Assessment	$95.09	03/01/2018
	12/26/2017	Maintenance 2018	$133.35	02/01/2018
	12/26/2017	Real Estate Tax 2018	$19.43	02/01/2018
	12/26/2017	Reserves	$56.10	02/01/2018
	12/26/2017	Voluntary ARDA	$5.00	

→ Mail Pay
Paid $505.05

Please retain for your records.

TOTAL DUE: $510.05

Go Green With Bluegreen! Sign up to receive statements electronically by signing into Bluegreenonline.com and selecting 'Go Green' under the My Account menu.

Account Inquiries:
Website: www.bluegreenvacations.com
Phone: 877.688.9889

4706

☑ **Track your expenses...**
☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other: _____

☐ TAX-DEDUCTIBLE ITEM

BALANCE FORWARD	
THIS ITEM	505.05
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

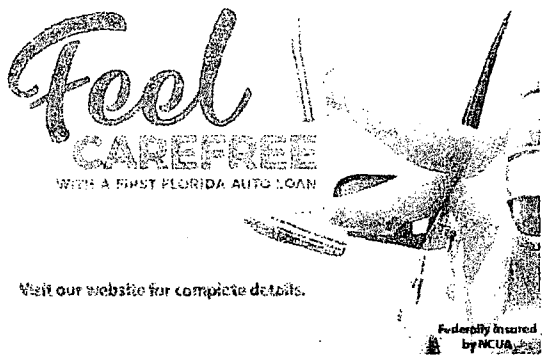
[redacted]

NOT NEGOTIABLE

added security, your name and account number do not appear on this copy.

FirstFlorida
CREDIT UNION

PO Box 43310
Jacksonville, FL 32203-3310
Toll Free: 1-800-766-4328
www.firstflorida.org



Return Service Requested

1063 2 AB 0.408 9677 - 1063 - 7

HELEN G JAMES
2623 GERALD DR
TALLAHASSEE FL 32310-6505

Statement Period: 02-01-2018 to 02-28-2018 [redacted]

Summary of Accounts

	Balance
[redacted]	[redacted]
LOANS:	[redacted]
LINE OF CREDIT - 0010	0.00
TOTAL LOANS	**0.00**

PRIME SHARE - 0000

Balance Summary

Beginning Balance	+	Deposits & Other Credits (1)	-	Withdrawals & Other Debits (0)	=	Ending Balance
[redacted]		$0.04		$0.00		[redacted]

Trans

Date	Transaction Description	Amount	Balance
02-01	[redacted]		[redacted]
02-28	[redacted]	0.04	[redacted]
	[redacted]		
02-28	**Ending Balance**		[redacted]
	[redacted]		[redacted]

CHECKING - 0010

Balance Summary

Beginning Balance	+	Deposits & Other Credits (3)	-	Withdrawals & Other Debits (16)	=	Ending Balance
[redacted]		[redacted]		[redacted]		[redacted]

Trans

Date	Transaction Description	Amount	Balance
02-01	[redacted]		[redacted]
02-01	[redacted]	[redacted]	[redacted]
	[redacted]		
02-01	[redacted]	[redacted]	[redacted]

HELEN G JAMES
[redacted]

CHECKING: 0010 (Continued)

Trans Date	Transaction Description	Amount	Balance
	[redacted] 310		
02-01	[redacted]	[redacted]	[redacted]
02-02	[redacted]	[redacted]	[redacted]
	[redacted] Link		
	[redacted] 500		
02-07	[redacted]	[redacted]	[redacted]
	[redacted]		
02-09	[redacted]	[redacted]	[redacted]
	[redacted]		
02-09	[redacted]	[redacted]	[redacted]
	[redacted]		
02-14	[redacted] 004705	[redacted]	[redacted]
	[redacted] Check		
	[redacted]	[redacted]	[redacted]
	[redacted]		
02-16	Draft 004706	-505.05	[redacted]
02-21	[redacted]	[redacted]	[redacted]
02-23	[redacted]	[redacted]	[redacted]
02-26	[redacted]	[redacted]	[redacted]
	[redacted]		
02-26	[redacted]	[redacted]	[redacted]
	[redacted]		
02-26	[redacted]	[redacted]	[redacted]
02-27	[redacted]	[redacted]	[redacted]
	[redacted]		
02-27	[redacted]	[redacted]	[redacted]
	[redacted]		
02-27	[redacted]	[redacted]	[redacted]
02-28	[redacted]	[redacted]	[redacted]
	[redacted]		
02-28	**Ending Balance**		[redacted]
	[redacted] Date	[redacted]	
	[redacted]		

	Total for this period	Total year-to-date
Total Overdraft Fees (Courtesy Pay)	0.00	0.00
Total Returned Item Fees	0.00	0.00

Cleared Check Summary

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
[redacted]			[redacted]			[redacted]		
[redacted]			004706	02/16	505.05	[redacted]		
[redacted]			[redacted]			[redacted]		

Helen James
2623 Gerald Dr
Tallahassee, FL 32310-6505

UNITED STATES POSTAL SERVICE

1000

32399

U.S. POSTAGE PAID
FCM LG ENV
TALLAHASSEE, FL
32301
JUN 21 19
AMOUNT
$1.60
R2304P118788-11

Office of Attorney General
Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

CS / follow up

MR

July 3, 2019

Julia Russell, Consumer Affairs Paralegal
Corporate Headquarters
Diamond Resorts International
10600 W. Charleston Boulevard
Las Vegas, NV 89135

The Honorable Brian Frosh
Attorney General of Maryland
Saint Paul Plaza
200 St. Paul Place
Baltimore, MD 21202

The Honorable Ashley Moody
Attorney General of Florida
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Dear Attorneys Generals Frosh and Moody and Ms. Russell,

Attached you will find a copy of the brief and insincere letter we received from Diamond Resorts. The Company did return our money after we contacted your offices. And we are extremely thankful for the services provided by your office.

However, this Company did not respond to any of our calls and letter prior to our writing to the Attorneys Generals' Offices. There is no mention in the letter of any action being taken to discuss the matter with the salesmen who lied to us. Their treatment of many of their clients is nothing short of dishonest and demeaning. The Internet has many listings of lawsuits against Diamond Resorts International, This is a large American Company which shouldn't be growing their business with lies and brow beating. If there is any further action you can do to determine how many people are being scammed in this way, you might be able to persuade Diamond Resorts to mend their ways and become the dynamic company they say they are now.

Again, we are very thankful for your kind assistance.

Joan Para Miller

Sincerely,

Bruce F. Miller

Joan Para Miller and Bruce Frederick Miller
508 Riverside Drive
Pasadena, MD 21122

CC: Mr. Michael Flaskey, President and CEO
Diamond Resorts International

DIAMOND Resorts

Stay Vacationed.

June 17, 2019

VIA CERTIFIED MAIL

Joan and Bruce Miller
508 Riverside Drive
Pasadena, MD 21122

Re: Diamond Resorts Lead No.: 9-10587545

Mr. and Mrs. Miller:

This is in response to your letter to the Office of the Florida Attorney General regarding the above-referenced matter. The Diamond Resorts family of companies ("Diamond") values its customers and prides itself on exceptional customer service. Please note that Diamond is committed to investigating all allegations and resolving complaints whenever possible.

Our records show that your request to cancel your Sampler package was approved on May 15, 2019 and that you received a refund of your purchase on June 7, 2019 to your American Express card ending in [redacted]

Should you have any further questions or concerns, please do not hesitate to contact us at legal@diamondresorts.com.

Sincerely,

Julia Russell
Consumer Legal Affairs Paralegal
Corporate Headquarters

Cc: Florida Attorney General's Office

Joan Para Miller
Bruce Miller
508 Riverside Dr
Pasadena, MD 21122-5044

NOVA 220

6 JUL 2019 PM 3L

The Honorable Ashley Moody
Attorney General of Florida
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

32399$1050 C001

CS / Timeshare

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:	Complaint is Against:
Ulmer, George Last Name, First Name, Middle Initial	Diamond Resorts Name / Firm / Company
28160 McBean Parkway #15104 Mailing Address	106000 W. Charleston Blvd. Mailing Address
Valencia, Santa Clarita City, County	Las Vegas, Clark City, County
CA, 91354 State, Zip Code	NV, 89135 State, Zip Code
818.472.8347 Home & Business Phone, Including Area Code	877.374.2582 Business Phone, Including Area Code
geojun@att.net Email Address	diamondresorts.com 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/RESORT **Amount Paid: $** 5,838 **Payment Method:** Auto

Transaction date: 6/23/18 **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:

bbb

(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)

Please explain your complaint. Attach additional sheets, if necessary.

We're unhappy with them for all of the lies and pressure we recieved from the reps. Not one thing they've explained was true, which is dissapointing since we were counting on it. First off we were told we could use our points for multiple things like hotel stays, rental cars, and airline tickets. This was not true. When looking into using our points for hotel stays we were told that, that wasn't available but we could use them to get 30% off. When calculating the price, we could have gotten the same price through the hotel without using any points. Then when looking into rental cars we were told that option wasn't available. Also told with the Barclay Credit Card it would take care of maintenance fee's, which it hasn't. Every time we're asked to go to an update meeting they try pressuring us into more upgrades. Each time they promise our payments won't go up yet that is a lie. We feel taken advantage of.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Gerry P. Ulmer Date: July 8, 2019

June Ulmer 7-8-2019

George Ulmer
28160 Mcbean Parkway #15124
Valencia, Santa Clarita
CA, 91354

KNOXVILLE
TN 377
16 JUL '19
PM 2 L

stamps.com L 65838.20 37938 50 cents US POSTAGE FIRST-CLASS 06250010450122

stamps.com L 65838.17 37938 50 cents US POSTAGE FIRST-CLASS 06250010450122

Office of the Attorney General
Ashley Moody
State of Florida
PL-01, The Capital
Tallahassee, FL 32399-1050

32399-659199

CB/Timesh

8/11/2019

Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

Diamond Resorts International
10600 West Charleston Blvd
Las Vegas, NV 89135
contract #17728084,

To Whom It May Concern:

I am reaching out to your agency, because you should be aware of what this company has done is in violation of your Timeshare Laws. I was solicited and then sold timeshare under false pretenses. You will find the attached letter, that is a copy of what I first sent them outlining the malpractice. I have sent the company many letters and gone to the BBB in the effort to work this out amicably. They refuse to hold any responsibility for the way their agents falsified the information to sell their deeded property. I ask that you review the attached letter and contact me if you can or can't help. My credit card has even charged them back for my deposit due to the fraud, but they still won't let me out. I have attached that too.

Bridget Donaldson
825 Gilliams Mountain Rd
Charlottesville, VA 22903
bridget.donaldson@vdot.virginia.gov

Bridget Donaldson
825 Gilliams Mountain Rd
Charlottesville, VA 22903
bridget.donaldson@vdot.virginia.gov

February 5, 2019

Diamond Resorts International
10600 West Charleston Blvd
Las Vegas, NV 89135

This letter is a formal written request that contract #17728084, signed April 4, 2018, be canceled and terminated. We (my husband and I) are also requesting a full refund of any monies paid to Diamond Resorts in regard to said contract. The product we were given was not the product sold to us by the Diamond Resorts sales staff. We were told lies and the product was grossly misrepresented, and therefore sold under false pretense. The following will be evidence of these claims and give the reasons for these requests.

In the month of November 2017, I was staying at a Diamond-owned hotel in Orlando, Florida. During this stay, I was approached by a Diamond Resorts representative and offered a Sampler package after I refused to purchase a full timeshare. As a part of accepting the Sampler package, I would be required to attend a 60 to 90 minute presentation about Diamond Resorts anytime I booked a stay using the Sampler points. I accepted the deal and booked a stay for the Diamond Resort in Williamsburg, Virginia for the month of April 2018. On April 4, I attended the presentation with my husband. We quickly discovered that it wasn't an informative presentation so much as a sales pitch. After the initial group presentation, a man named George Lewellyn greeted us and started talking to us about Diamond Resorts memberships.

From the start, we told George that we weren't interested in a membership because we had no use for staying in a resort, the reason being we almost always strictly use hotels for travel. We had a lengthy discussion with George about our two sons who are on soccer teams that travel frequently. Their soccer clubs require numerous stays in hotels per season. George's manager overheard this and stopped to join the conversation. He told us we could use membership points for hotel stays. We still said we still weren't interested, but he ignored that and continued talking about the membership. George then told us that we could use the points to cover the full cost of hotel stays. He asked us how often we stay in hotels, and then he worked out calculations with us that displayed the costs of staying in hotels versus how we could use our points to pay for the full cost of those stays instead. The calculations displayed how quickly we could make up the costs of membership by using our points to pay for the full cost of hotel stays, therefore making the cost of membership worth it. I have included a copy of them with this letter.

On more than one occasion, we asked George if one point equals one dollar with regards to hotel stays, and he replied yes, they do. I asked if a hotel in New York City would cost $450 for one night, then could I use 450 points to cover that stay. George answered yes, and said that New York City would probably be the most expensive city and require the most points. We asked again if one Diamond membership point equaled to one US dollar in regard to hotel stays, and again George said

yes, they do. George and his manager then added that all hotels were eligible as long as they were 3.5 stars and above. We were then offered a membership plan of 3000 points per year. We were told this offer was a special deal and that it was only good during this meeting. After all of this, according to what we had been shown with the written calculations and the assurance that we could use our points to pay for the full cost of any hotel stays, we agreed to purchase. At this point we had been there many hours, well over the agreed to 90 minute presentation. Our sons were waiting for us this entire time, and we had plans to go out together that afternoon that we already wouldn't make. We had to wait another four hours for the final closing paperwork to be brought out to us. By that time we were tired and very hungry and ready to leave. When the paperwork was given to us to sign, we were given short summaries of the documents we were signing and asked to sign each one very quickly. The whole actual signing process took ten to fifteen minutes. We were approved for a Barclay credit card, which we used to pay $12,500 towards the loan. One important note, I was the only one who signed the contract, my husband was curiously left off the paperwork with no explanation as to why and was not asked to sign the documents along with me. However, he was very much involved with the process of purchasing and can attest to the details shared with us that day.

Later that same month of April 2018, I used my Chase Visa credit card to pay the rest of the loan in the amount of $4,129. Then, in early May of 2018, we called Diamond to make reservations for our next hotel stay. The Diamond reservations staff told us that we could only use our points to pay for 20% of the cost of a hotel stay. We were shocked and stunned to find that we had been so clearly lied to and manipulated by the Diamond Resorts sales staff. George had told us that he would be our personal contact for our membership. I called him several times to get an answer for this, and he never returned my calls. I then called Diamond customer service a few times, and two different Diamond representatives advised me to fill out the contact form on the Diamond website, and I did so, but still received no reply. On May 21, I called Diamond again and was advised differently. This time the Diamond representative opened a case with hospitality management and advised me to send a letter. I immediately sent Diamond a letter explaining the situation and requesting cancellation of the contract. Additional letters, emails, and phone conversations took place over the summer and early Fall of 2018, and I was repeatedly denied cancellation of the membership. I worked with Diamond hospitality staff members Stacey Lanphar, Cesar Cotera, and Elizabeth Moore. The last time I spoke with Cesar and Elizabeth was in mid to late October of 2018, and I received a letter from Elizabeth denying my contract cancellation. Every time I spoke to someone, they said I signed the contract and therefore I cannot cancel my membership based on fraud and misrepresentation. This was also repeated in the letter Elizabeth sent me.

I fully disagree with Diamond's stance that I cannot cancel my membership for those reasons. I was sold the membership and signed the contract under the explicit agreement that I could use the points to pay for 100% of hotel stays, and that each point equaled to one US dollar. The contract I signed says nothing that negates what we were told from the sales staff regarding hotel stays. The contract mentions "Travel Services," "Travel Benefits" and the "Diamond Luxury Program" but does not define them. The contract doesn't address hotel stay reimbursement explicitly at all. The only language the contract refers to regarding using points to pay 20% for a service is the phrase on page 4 of the contract: " ...The Club offers a valuable cruise, hotel, and shopping benefit that allows a member to cover 20 percent of the cost of cruise, hotel and shopping benefits." In reading this contract, I assumed this 20% of "hotel benefits" referred to benefits such as gifts from the hotel shop or perhaps a massage at the hotel or other amenities. It does not explicitly state 20% of the cost of a hotel stay. In

addition, the table on page 6 describes the benefit for Diamond luxury hotels for the Standard membership as "Coming Soon." The contract is completely unclear with regard to hotel stay reimbursement. Nothing in the contract goes against the statements that the Diamond sales staff told us.

We have already won a dispute with Barclay for the $12,500 payment we made on our Diamond Barclay credit card. As soon as I learned that we were lied to, I placed a Merchant Dispute on that card. Barclay accepted that dispute and refunded our money based on the fact that they agreed with us that we were sold the membership based on misrepresentation. My credit card balance with Barclay is zero and my account with them has been closed. I am including documents that illustrate these things. You have apparently not yet realized that $12,500 of the purchase price has been revoked from you and we essentially paid only $4,129 for a timeshare you believe we paid in excess of $16,000 to own. By allowing us to fully cancel and refunding the $4,129 to us, you will then be able to resell the timeshare to someone else and recover the lost $12,500. If you insist on holding us to this ill-gotten and immorally-obtained contract, you will never recover the lost funds. Cancelling and refunding the contract is the only option that makes sense.

We were sold the membership and we signed the contract with the explicit verbal agreements with the Diamond sales staff that we would be able to use our points to pay for 100% of hotel stays, and that each point equaled to one US dollar. These statements have proven to be lies and misrepresentations of the actual product being sold, and this point has already been agreed upon by Barclays Bank. We are requesting that Diamond cancel and terminate contract # 17728084 and refund any monies paid to in regard to said contract. We want to have an amicable and quick resolution to this matter and are requesting that Diamond respond to this request in writing within 30 days.

Sincerely,

Bridget Donaldson

Calculations written by George Lewellyn, the salesperson who sold us the membership.

$16,000+ Diamond membership

($12,500 Barclay
$4,000 - Diamond loan)

We have

~8 2-night hotel stays/yr = 16 nights

@ avg $200/nt

$200 × 16 = $3,200

$16K / $3,200 = 5 yrs hotel costs make up for membership costs

Membership cost ~$16,000

Proof that Barclay has refunded the $12,500 down payment:

Last login: 10/02 at 1:46 PM ET via Web | 0 New messages | Security center | Contact us | Accessibility | Feedback | Help | Log out

Good afternoon, Bridget
Diamond Plus Points [redacted]

BARCLAYS

Payments | Activity & Statements | Services | Your profile

This account is closed.
Website functionality will be limited.

Transaction | Statements | Spend analyzer

Transactions

Here is a list of transactions since the start of your current statement. To view previously posted transactions, select from the drop-down. Your next statement will close on 10/03/18.

Choose your statement

07/03/18

Search | Download | Print

Posted transactions

Sort by

CREDIT- FIRST AM-WILLMSBU Apr 4th, 2018			-$12,500.00
TOTAL 07/03/18	$0.00 Purchases	-$12,500.00 Credits	0 Rewards earned

BARCLAYS

Barclays
P.O. Box 8823
Wilmington, DE 19899-8823

------ manifest line ---------
Bridget M Donaldson
825 Gilliams Mountain Rd
Charlottesville VA 22903-9757

Case Number: DP 2225115

June 21, 2018
Account ending in [redacted]

Regarding Your Diamond Resorts International® World Mastercard®

Dear Bridget M Donaldson,

We have notified FIRST AM-WILLMSBURG SL of your $12,500.00 dispute on your Diamond Resorts International® World Mastercard and are awaiting a response. We have issued a provisional credit to your account for the amount of the disputed transaction(s), associated interest and other charges billed as a result. These credit(s) will appear on your next billing statement.

If the merchant is able to validate the transaction(s), we may rebill those transaction(s) to your account. If we rebill any amount, we will do so within 90 days and provide an explanation to you in writing along with copies of relevant documentation.

If you have any questions, please contact us at 877-390-4200. We are available 24 hours a day, 7 days a week. When you call, please reference the case number listed above.

For general questions about disputes and tips on how to protect yourself when making purchases or returning merchandise, please visit us online at BarclaysUS.com and access our Frequently Asked Questions under Help.

Sincerely,

Barclays

DP5015

Mrs. Bridget Donaldson
825 Gilliams Mountain Rd
Charlottesville, VA 22903-9757

7018 0680 0001 4316 8801

RICHMOND
15 AUG 2019

$3.65
12304H108896-09

PRESORTED
FIRST-CLASS
AUG 15 19
CHARLOTTESVILLE, VA
22903
PITNEY BOWES

FOREVER USA

BRS CHARLOTTESVILLE
AUG 17
USPS

Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL
32399-1056

CS

32399-105099

Orlando CP / Timeshare SR

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:	Complaint is Against:
Joyce Shields Nicole and Estate of James Reil	Diamond Resorts
Last Name, First Name, Middle Initial	Name / Firm / Company
871 Venetia Bay Blvd, Suite 202	10600 West Charleston Blvd
Mailing Address	Mailing Address
Venice, Sarasota County	Las Vegas, Clark County
City, County	City, County
Florida, 34285	Nevada, 89135
State, Zip Code	State, Zip Code
(497) 745-0075	(877) 787-0906
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
Susan@SusanBudowski.com	DiamondResorts.com
Email Address	Business Email or Web Address

Are you over the age of 60? X **Yes** __ **No** / **MILITARY STATUS** ☐ **Active Military** ☒ **Veteran**

(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Purchase of a timeshare **Amount Paid: $** See attachment **Payment Method:** _____

Transaction date: See attachment **Did you sign a contract, estimate, invoices or other supporting documents?** X **Yes** __ **No**

Have you retained an attorney? X **Yes** __ **No**

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
DBPR - Timeshare and FREC Divisions / FL Dept of Ag. and Consumer Services / FL. Dept of Financial Regulations / FTC

(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)

Please explain your complaint. Attach additional sheets, if necessary.

This complaint is against Diamond Resorts for deceptive business practices, elderly exploitation and multiple violations of Florida Statutes. Please see the attached letter with attachments sent to Diamond Resorts on May 28, 2019.

See attached

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Susan M. Bardavil Attorney for Complainant Date: August 21, 2019

Mr. Jim Reil and Mrs. Joyce Nicole made 3 purchases with Diamond Resorts. Mr. Reil, who is now deceased, was a veteran of the U.S. Army and he was legally deaf and blind when he signed these contracts.

1. September 2016 – Mr. Reil and Mrs. Nicole accepted a telephone solicitation offer for a 3-day trip to Daytona Beach. They met with Ms. Deborah West, a licensed Florida Sales Associate. Mr. Reil and Mrs. Nicole were told they were purchasing a Gold membership package at $30,000. Instead, they purchased a contract for $64,400 in which 2 Barclay credit cards were opened and charged a total of $26,000 without their knowledge and consent. The terms of the financing was never discussed or disclosed to them. Mrs. Nicole later took out a home equity loan to pay off this high interest debt. She is still paying on her HELOC loan. Required documents were not given to them on the day of sale. At the time of this purchase, Mr. Reil was 81 and Mrs. Nicole was 83.

   Shortly after this purchase, Mrs. Nicole mailed a letter to Diamond stating she had recently been diagnosed with Fibromyalgia and was requesting a reduced vacation package. No response by Diamond was given, only invitations to attend future events where they would be hassled and pressured for upgrades.

2. On March 7, 2018 Mr. Reil and Mrs. Nicole were invited to Ormond Beach to attend an owners meeting. They met with Celestia Clark, a Florida licensed Sales Associate. Ms. Clark informed them they were not Gold members but instead Silver and have limited benefits as Silver members. She told Mr. Reil and Mrs. Nicole that with a Gold membership, it would be easier for them to sell. They signed a second contact for 10,000 points for $34,300 and put a deposit of $3,430 on their credit cards. Required documents were not given to them on the day of sale. Mr. Reil was 82 and Mrs. Nicole was 85 at this time.

3. On September 30, 2018, Mr. Reil and Mrs. Nicole were invited by Diamond to have dinner at a local restaurant. This dinner turned into high-pressure sales to upgrade their membership to Platinum level for $16,000. They were eventually convinced to purchase a smaller, Sampler Package for

$3,995. Mr. Reil put $349 on his credit card. Mr. Reil was 83 and Mrs. Nicole was 85 at this time.

Mr. Reil and Mrs. Nicole hired legal counsel on March 16, 2019. Mr. Reil passed away on April 1, 2019. Their attorney sent Diamond Resorts a detailed letter explaining the events of each purchase on May 28, 2019 but Diamond has not responded. They have ignored the letter along with subsequent calls and emails.

Joyce S. Nicole and the Estate of James Reil
And Diamond Resorts, Inc. Matter

Sworn Affidavit

AFFIDAVIT of JOYCE SHIELDS NICOLE

STATE OF Florida

COUNTY OF Broward

PERSONALLY, came and appeared before me, the undersigned Notary, the within named Joyce Shields Nicole who is a resident of Broward County, State of Florida, and makes this her statement and Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of her knowledge:

My husband and I were solicited on the telephone by Diamond Resorts for a vacation package in exchange for attending a timeshare presentation in Florida.

We attended the presentation and we were told we could travel to the Caribbean and take cruises whenever and wherever we wanted to.

On September 15, 2016 we agreed to a purchase of 200,000 points. The salesperson opened up two Barclay credit cards without our consent and charged $13,000.00 on each credit card.

It was our understanding that the price of our package was $30,000 but it was really $64,400.

Diamond representatives did not review the financial terms of the contract with us.

They failed to provide us with the Multisite Public Offering Statement.

Ms. West, one of the sale representatives told us she would come to our home and show us how to use the Kindle that was given to us so we could understand our ownership. Ms. West never came to our home.

My husband was age 81 at the time and was legally blind and deaf.
I was age 83 at the time.

I refinanced my home to pay Diamond Resorts $39,150.00.

Shortly after this purchase, I was diagnosed with Fibromyalgia and informed Diamond Resorts about this and asked for a reduced vacation package due to my limited ability to travel. They ignored this letter.

On March 7, 2018 my husband and I stayed at a hotel in Ormond Beach, Florida and Diamond Resorts representatives invited us to an owners update at Daytona Beach Regency.

The sales representative, Celestia Clark, told us that our 20,000 points were inferior with limited benefits.

We thought we were Gold, but Ms. Clark told us we were Silver.

Ms. Clark told us it would be easier to sell our ownership if we were Gold, so we agreed to a second contract of 10,000 points which cost $34,300 so that we would be Gold and more benefits with the intent to give these to our children.

All the signing of the documents was done electronically so my husband struggled to see the computer screen without his magnifying glass.

The signing went very quickly where the representative just said where to sign but did not review any of the documents with us.

I refinanced my home to pay Diamond Resorts $31,620.00.

My husband was age 82 and I was age 85 at the time this contract was signed.

They failed to provide us with the Multisite Public Offering Statement.

Anthonie Williams, the closing representative had us sign a document called "Purchaser's Acknowledgment of Additional Benefits in Connection with First Day Timeshare Membership Purchase" and added an additional $3,074.70 to our financing. He did not explain this to us.

On September 30, 2018 my husband and I were invited by Diamond Resorts to a dinner at a local restaurant. They told it us it was not for a sales presentation but to update us on new benefits.

They became aggressive with their sales tactics and tried to get us to sign a third contract for another $16,000.00.

We found out that our other two contracts are perpetual which we never knew.

Shavannah Morehouse convinced us to sign a Sampler package for $3,995.00 with an interest rate of 12.99%.

They charged $349.00 to my husband's credit card but did not put him on the contract.

At the time of this purchase, my husband was age 83 and I was age 85.

We used our points one time for the duration of our ownership.

As a result of the money we lost with Diamond Resorts, my husband was suffering from severe stress and his mental health was declining.

In February 2019, my husband's son came to check on him and found out everything that happened with Diamond Resorts and about all three contracts we signed.

Up until December 2018, my husband had poor quality hearing aids that did not aid in his hearing like they should have so in December 2018 my husband purchased better hearing aids, so he was able to hear things better.

On March 16, 2019, we hired a lawyer to help us get out of these contracts.

My husband passed away on April 1, 2019.

To date, Diamond Resorts has failed to respond to my attorney's letter that was sent to their legal department.

I stopped paying on the Sampler package and now Diamond is threatening to accelerate the mortgage.

DATED this the 7 day of September, 2019.

Joyce Shields Nicole

Signature of Affiant, Joyce Shields Nicole

SWORN to and subscribed before me, this the 7 day of September, 2019.

Kimberly J. Campbell

NOTARY PUBLIC

My Commission Expires:

2/15/21

KIMBERLY JEAN CAMPBELL
MY COMMISSION # GG 073438
EXPIRES: February 15, 2021
Bonded Thru Notary Public Underwriters

Joyce S. Nicole and the Estate of James Reil
And Diamond Resorts, Inc. Matter

Initial Letter sent to Diamond
By Attorney Susan Budowski
Dated May 28, 2019

LAW OFFICES OF
SUSAN M BUDOWSKI
LLC

871 Venetia Bay Blvd.
Suite 202
Venice, FL 34285

May 28, 2019

Diamond Resorts
Corrine Gaxiola, Assistant General Counsel
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

Sent via USPS Delivery Confirmation: 9405 5036 9930 0017 2811 49

RE: Joyce Shields Nicole and James (Jim) Wallace Reil
Contract Numbers: 17620707, 17847283 and 17781354S

Dear Ms. Gaxiola,
I have been retained by Mrs. Nicole to cancel these timeshare contracts with Diamond based on deceptive business practices, elderly exploitation and violations of Florida Statutes. The following are their purchases:

- September 15, 2016 for 20,000 points with a purchase price of $64,400. A deposit of $26,000 was put on two separate Barclay credit cards;
- The second contract was signed on March 7, 2018 for 10,000 points with a purchase price of $34,300 and a deposit of $3,430;
- Six months later, a Sampler Package was signed on September 30, 2018 for 20,000 points for $3,995.

Sadly, Mr. Reil passed away on April 1, 2019. Mr. Reil has been legally deaf since he was a child. He was also legally blind. Further discussion and medical documentation will be addressed later in my letter.

My clients received a solicitation on the phone to come to the Daytona Beach Regency for a 3 day trip and they decided to use it for their honeymoon in September 2016. Their Diamond sales representative, Deborah West, said they could travel to the Caribbean and take cruises and travel where ever and whenever they wanted. Ms. West applied for two Barclay credit cards in each

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of their names without their consent and knowledge. The Truth in Lending Act requires full disclosure of interest rates and payments neither of which were disclosed to my clients. It was their understanding they purchased a Gold package for $30,000. They were unaware of the Barclay credit cards until they received Barclay statements in the mail. To date, the two Barclay credit applications have yet to be produced. The purchase price for this contract was $64,400, and financing was $39,150.00. Again, Diamond representatives failed to review and disclose the terms of their financing, violating the TILA and taking advantage of their advanced age and vulnerabilities. Mrs. Nicole had to take out a home equity line of credit to pay for this high interest loan with Diamond. She is still paying back her HELOC. At the time of this purchase Jim was age 81 and Joyce was age 83 and they both live on a fixed income. They could not afford this purchase and there is no way they would live long enough to pay off this debt.

The document named Receipt for Timeshare Documents lists 14 items, of these, 8 items are missing from their documents which include:

- Multisite Public Offering Statement Text
- Multisite Rules and Regulations
- The Club® Exchange Documents
- Privacy Policy
- Declaration for Multisite Timeshare Plan
- Schedule for Reservation Rates
- Interval International Document
- List and Description of Exhibits Not Provided to the Purchase

See Receipt for Timeshare Documents attached and marked as "A". Pursuant to Florida Statute 721.551 Delivery of multisite timeshare plan purchaser public offering statement, it states, *(1) The division is authorized to prescribe by rule the form of the approved multisite timeshare plan public offering statement that must be furnished by a seller to each purchaser pursuant to this section. The form of the public offering statement that is furnished to purchasers must*

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provide fair, meaningful, and effective disclosure of all aspects of the multisite timeshare plan. (2) The developer shall furnish each purchaser with the following: (a) A copy of the approved multisite timeshare plan public offering statement text containing the information required by s. 721.55(1)-(6).

My clients were not provided the required POS in paper format and if they were provided this in electronic format please provide proof of doing so. Ms. West, giving false promises in a position of trust, and acting like she cared but taking advantage of their age and vulnerabilities, promised she would come to their home and show them how to use the Kindle so they could book their Diamond vacations. After the purchase, they never heard from Ms. West again so on October 27, 2016, they returned to the Daytona Beach Regency sales office to seek Ms. West's assistance, as promised, and no one was there. See notes attached and marked as "B".

Shortly after this purchase, they mailed a letter to Hospitality Management informing them that Joyce had recently been diagnosed with Fibromyalgia, a painful condition that affects fibrous tissues, muscles, tendons and ligaments and this condition limits her ability to travel. They requested a reduced vacation package. See letter attached and marked as "C". This letter should have flagged their account. But instead, Diamond representatives continued to invite them to events so that they could hassle, pressure them and coerce them into more purchases.

On March 7, 2018 they were staying at a resort in Ormond Beach. They were invited to an owners update at Daytona Beach Regency. Celestia Clark who was their salesperson informed them that the current package they had of 20,000 points was inferior with limited benefits. They thought they were Gold but were told no, they were only Silver. They thought since their children would one day own their membership they agreed to the purchase because they did not want to leave them with an inferior package. They were also told that it would be easier to sell their membership if they were at the Gold level. They signed a second contract for 10,000 points US Collection points (contract 17847283) with

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a purchase price of $34,300. They put a deposit of $3430 on their credit cards and they financed $31,620 with an interest rate of 13.99%. This purchase was done with electronic signatures. The signing went late into the day and there was no time for them to read what was in front of them and the font was not even large enough for Mr. Reil to read any of the documents he signed; they were just told where to sign and initial with no explanation as to what they were signing. This purchase put them at the Gold level of which they already thought they owned. Mrs. Nicole had to take out a home equity line of credit to pay for this high interest loan with Diamond. She is still paying back her HELOC. At the time of this purchase, Jim was 82 and Joyce was 85. They could not afford this purchase and there is no way they would live long enough to pay this debt.

The document named Receipt for Timeshare Documents lists 14 items, of these, 8 items are missing from their documents which include:

- Multisite Public Offering Statement Text
- Multisite Rules and Regulations
- The Club® Exchange Documents
- Privacy Policy
- Declaration for Multisite Timeshare Plan
- Schedule for Reservation Rates
- Interval International Document
- List and Description of Exhibits Not Provided to the Purchase

See Receipt for Timeshare Documents attached and marked as "D". Pursuant to Florida Statute 721.551 Delivery of multisite timeshare plan purchaser public offering statement.—
(1) The division is authorized to prescribe by rule the form of the approved multisite timeshare plan public offering statement that must be furnished by a seller to each purchaser pursuant to this section. The form of the public offering statement that is furnished to purchasers must provide fair, meaningful, and effective disclosure of all aspects of the multisite timeshare plan.

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(2) The developer shall furnish each purchaser with the following:
(a) A copy of the approved multisite timeshare plan public offering statement text containing the information required by s. 721.55(1)-(6).

My clients were not provided this in paper format and if they were provided this in electronic format please provide proof of doing so. The Diamond closing representative, Anthonie Williams had my clients sign a document named "Purchaser's Acknowledgment of Additional Benefits in Connection with First-Day Timeshare Membership Purchase and added an additional amount of $3,074.70 to their Diamond financial obligation in addition to Club fees for the time period in which they may be used. It has an expiration date of March 7, 2019. Mr. Williams engaged in deceptive business practices by having my clients sign this document and failing to review it with them. Had they read and understood this, they never would have agreed to it. See sheet attached and marked as "E".

Six months later, on September 30, 2018, Jim and Joyce were invited by Diamond to a dinner at a restaurant. They made it clear that if it was for a sales presentation they did not want to attend. They were assured that it just a dinner and they would learn about new resorts and cruises that Diamond offers. My clients state that it was by far the most high-pressure sales tactics by Diamond employees. They discussed using points to pay their maintenance fees but said they had to be at the Platinum level. The focus of the meeting was to convince them to upgrade to Platinum for $16,000. They also discovered at this meeting that they are members for life; they had no knowledge that the two contracts they currently had were in perpetuity. Although several employees tried to pressure them into a large purchase, it was Shavannah Morehouse who convinced them to purchase a Sampler Package for 20,000 points which cost $3,995 with an interest rate of 12.99%. She had Mr. Reil put $349.00 on his credit card but did not put him on the contract. Their hospitality representative, Randy Siegel, provided a "Welcome to the Sampler Program" sheet with his personal cell phone number on it stating, "please contact the following number if you have any questions within the next 14 days 773-501-6101". This is deceptive and implies that they had 14 days to

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cancel this package. See sheet attached and marked as "F". My clients already had 30,000 points, and could not afford or ever use a Sampler Package of 20,000 points. They are also missing pages 2-4 of this contract. At the time of this third contract, 6 months after they just purchased 10,000 additional points, Jim was 83 and Joyce was 85.

For unknown reasons, in March 2019, someone from Diamond called my clients at their home. Mrs. Nicole was so upset she said, "you're the ones who screwed up our lives". They called a second time, and no one was home and the rep left a message on their voicemail and they called a third time and Mr. Reil hung up on them. Mr. Reil died shortly after this.

Mr. Reil is legally blind. In order to read, he had to use a magnifying glass which he did not have at the times he signed these Diamond contracts. Add this handicap on top of small print and a quick closing process, there was no way that he could have read what the closing rep was having him sign. Mr. Reil is also legally deaf. He had a childhood injury which permanently damaged his hearing. It wasn't until January 2019 that he purchased high end hearing aids and could finally hear what people were saying to him. Before this time, he was wearing cheap brand hearing aids that barely assisted his hearing. See Audiologist's letter and Ophthalmologists' report attached and marked as "G".

Because of Diamond, for the last several years, Jim had been suffering from severe stress and his mental health was declining. He was not paying his bills so one of his children came to check on him in January 2019 and it was at this visit their family found out about the three Diamond contracts, the $102,695.00 in debt to Diamond and all the points they had that they could not afford and they would never and could never use. Upon discovering this abuse against his dad, Mr. Reil's son called Diamond several times to help them get out of their contracts and no one was willing to help him. He even shared with the reps that his dad cannot see and cannot hear but there was no resolution.

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Mr. Reil was almost 84 when he passed away on April 1, 2019. He was also a veteran of the United States Army. Mr. Reil's two main life activities, seeing and hearing, and his inability to do both, didn't matter to Diamond employees/agents when they induced him to sign these contracts. These contracts which were signed under duress and coercion have caused my clients severe mental anguish and financial ruin. Mrs. Nicole had to refinance her home to pay for the September 2016 and March 2018 contracts. They both had to take money out of their limited savings to pay off the two Barclay cards totaling $26,000 that they had no knowledge of until they received Barclay statements in the mail. Sadly, the stress related to Diamond Resorts and the three purchases worsened Mr. Reil's health and his family believes contributed to and expedited his death.

Now, Joyce is a widow in the last years of her life. Since the 2016 purchase she has suffered from Fibromyalgia (as indicated in their letter to Diamond shortly after the September 2016 purchase, attachment "C"). She is unable to do normal household chores and has difficulty walking and getting in and out of her bed, chairs and car. She loves attending Church and has been unable to do so. She takes strong steroids to manage her pain. Joyce also suffers from neurological issues that include memory loss and the inability to grasp the words she wants to say and there is no way she could have understood the Diamond contracts that the Diamond representatives quickly had her sign and initial.

Florida has laws in place to protect our elderly citizens and veterans of the United States Armed Forces. Each of the Diamond employees/agents involved with the sales of these three contracts preyed on my clients and used high pressure sales tactics together with deceptive business practices to induce them to sign these three contracts.

Diamond employees/agents' conduct was deceptive and their statements misleading. My clients were induced into purchasing these contracts based on material misrepresentations and omissions. Diamond employees/agents are in violation of Florida's Vacation and Timeshare Plans, Florida Statute Chapter

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721.11, specifically, section (4) which states No advertising or oral statement made by any seller shall:
(a) Misrepresent a fact or create a false or misleading impression regarding the timeshare plan or promotion thereof.
(f) Misrepresent the size, nature, extent, qualities, or characteristics of the offered accommodations or facilities.
(g) Misrepresent the amount or period of time during which the accommodations or facilities will be available to any purchaser.
(i) Make any misleading or deceptive representation with respect to the contents of the public offering statement and the contract or the rights, privileges, benefits, or obligations of the purchaser under the contract or this chapter.

Ms. West, Ms. Clark and Ms. Morehouse are all licensed Real Estate Sales Associates in Florida and are governed by Florida Statute Chapter 475 section 475.25 Discipline which states (1) *The commission may deny an application for licensure, registration, or permit, or renewal thereof; may place a licensee, registrant, or permittee on probation; may suspend a license, registration, or permit for a period not exceeding 10 years; may revoke a license, registration, or permit may impose an administrative fine not to exceed $5,000 for each count or separate offense; if it finds that the licensee, registrant, permittee, or applicant: (b) Has been guilty of fraud, misrepresentation, concealment, false promises, false pretenses, dishonest dealing by trick, scheme, or device, culpable negligence, or breach of trust in any business transaction in this state or any other state, nation, or territory; has violated a duty imposed upon her or him by law or by the terms of a listing contract, written, oral, express, or implied, in a real estate transaction; has aided, assisted, or conspired with any other person engaged in any such misconduct and in furtherance thereof; or has formed an intent, design, or scheme to engage in any such misconduct and committed an overt act in furtherance of such intent, design, or scheme. It is immaterial to the guilt of the licensee that the victim or intended victim of the misconduct has sustained no damage or loss; that the damage or loss has been settled and paid after discovery of the misconduct; or that such victim or intended victim was a*

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customer or a person in confidential relation with the licensee or was an identified member of the general public.
(c) Has advertised property or services in a manner which is fraudulent, false, deceptive, or misleading in form or content.

As senior citizens, Jim's handicap of being deaf and blind and as a veteran of the United States Armed Forces, my clients are protected by Florida Statute 501.2077, Violations involving senior citizen, person who has a disability, military servicemember, or the spouse or dependent child of a military servicemember; civil penalties; presumption.
(1) *As used in this section, the term:*
(a) *"Major life activities" means functions associated with the normal activities of independent daily living, such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.*
(c) *"Military servicemember" means a person who is on active duty in, or a veteran of, the United States Armed Forces.*
(e) *"Senior citizen" means a person who is 60 years of age or older.*
(2) *A person who is willfully using, or has willfully used, a method, act, or practice in violation of this part which victimizes or attempts to victimize a senior citizen or a person who has a disability is liable for a civil penalty of not more than $15,000 for each such violation if she or he knew or should have known that her or his conduct was unfair or deceptive.*
(3) A person who is willfully using, or has willfully used, a method, act, or practice in violation of this part directed at a military servicemember or the spouse or dependent child of a military servicemember is liable for a civil penalty of not more than $15,000 for each such violation if she or he knew or should have known that her or his conduct was unfair or deceptive.

Jim and Joyce used their points one time at a place in New Smyrna Beach. They expected an ocean front unit but instead were sent across the street down a dirt road to a one star location. They went on a cruise but were unable to use their points for this, as promised.

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My clients have suffered financial damages and need to be made whole. Joyce and Jim were preyed on and fraudulently induced into signing 3 contracts. Now Joyce is a widow and she had to see her husband die knowing this was a battle she'd be fighting on her own. These contracts need to refunded and the Diamond ownership terminated. Further, this is notice to preserve all documents, tangible things and electronically stored information potentially relevant to the issues related to these owners and this cause.

In the event these contracts are not cancelled with a refund we are prepared to file a complaint with the DBPR for failure to provide the required POS on the day of the sales, the Florida Attorney General for elderly exploitation and complaints with the Florida Real Estate Commission against all Diamond sales personnel who were involved with the sale of these contracts.

Govern Yourselves Accordingly.

Sincerely,

Susan M. Budowski

Susan M. Budowski, Esq.

Attachments:
"A" Receipt for Timeshare Documents September 16, 2016
"B" Notes after visiting Daytona Beach Sales Office
"C" Letter to Diamond after 2016 purchase
"D" Receipt for Timeshare Documents March 7, 2018
"E" Purchaser's Acknowledgment of Additional Benefits
"F" Welcome to the Sampler Program letter
"G" Audiologist's letter and Ophthalmologists' report

888.265.7900 407.545.7386 www.susanbudowski.com

A

Florida

17620707-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Multisite Rules and Regulations
- ☐ Schedule of Reservation Rates
- ☐ Entire Purchase and Security Agreement
- ☐ Receipt for Timeshare Documents
- ☐ THE Club® Exchange Documents
- ☐ Interval International Document
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Truth in Lending Disclosure Statement
- ☐ Sure Pay Authorization
- ☐ Privacy Policy
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

Joyce H. Nicole — Signature — September 15th, 2016 — Date

Joyce Shields Nicole — Printed Name

Signature — September 15th, 2016 — Date

James Wallace Reit — Printed Name

James Wallace Reit — Signature — September 15th, 2016 — Date

Printed Name

Signature — September 15th, 2016 — Date

Printed Name

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

Rev 1-7-09

B

DIAMOND RESORTS
INTERNATIONAL

DATE OF SALE: 9/15/16

CONTRACT NO. 17620707

DIAMOND RESORTS US COLLECTION CASH OUT INSTRUCTIONS

The option to cash out with **0% interest expires 30 calendar days** from today's date.

A check for your remaining balance made payable to FIRST AMERICAN TITLE must be received within 30 days to honor this option.

10/27/2016
Daytona Beach Office
closed no sales
people there.

SEND CHECK TO:
First American Title
ATTN: Payment Processing
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

TELEPHONE: 1.800.205.7555

DEBORAH WEST
DAYTONA BEACH REGENCY
386-255-0251

[redacted]@yahoo.com
[redacted]
9-186129282

C

James Wallace Reil
Joyce Shields Nicole
[redacted]

RE: Agreement 259597

Hospitality Management
Diamond Resorts
10600 West Charleston Boulevard
Las Vegas, Nevada 89133

Dear Sir:

On September 15, 2016 we (James and Joyce) purchased one of your 20,000 points vacation packages while we were on our honeymoon in Daytona Beach. We took advantage of your free 3 day hotel stay in exchange for attending a Diamond Resorts sales presentation. We were favorably impressed with the sales presentation and the hospitality shown to us by your employees.

We looked forward to some pleasant travel experiences both foreign and domestic. Joyce had long desired to visit Spain and James wanted to visit relatives in Ireland and revisit the places he was in Germany where he served in the U.S. Army. We were also interested in river cruises in both the U.S and Europe.

While we were in Daytona, Joyce had discomfort in her legs while walking. When we returned to Margate, the discomfort changed into severe pain, and Joyce found it difficult to do her household chores. It was hard for her to walk, needed help to sit down in a chair and needed help to get up out of the chair. Someone had to help her in and out of an automobile and in and out of bed. She was unable to bend down to pick up an object. Her pain was so severe she couldn t attend her regular church services for several weeks.

Over the weekend of September 25, 2016 she was diagnosed by Doctor Michael Greenberg as having Fibmayalgia, a painful condition that affects the fibrous tissues, muscles, tendons and ligaments. Joyce is 83 years old and this condition greatly limits her ability to travel. Joyce is now under Dr. Greenberg s care and is taking a strong steroid prescription to manage the pain.

In consideration of Joyce s past business with Diamond Resorts which included 2 family vacations a Liki Tiki Resort in Florida; each vacation included 3 of her children and 4 grandchildren including all their spouses, and 4 great grandchildren, we are requesting permission to reduce the size and value of our vacation package, We are sorry circumstances cause us to alter our travel plans

Very truly yours,

James Wallace Reil Joyce Shields Nicole

D

Florida

17847233-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Multisite Rules and Regulations
- ☐ Schedule of Reservation Rates
- ☐ Entire Purchase and Security Agreement
- ☐ Receipt for Timeshare Documents
- ☐ THE Club® Exchange Documents
- ☐ Interval International Document
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Truth In Lending Disclosure Statement
- ☐ Sure Pay Authorization
- ☐ Privacy Policy
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

DocuSigned by:
Joyce Shields Nicole
Signature — March 7th, 2018 Date

Joyce Shields Nicole
Printed Name

DocuSigned by:
James Wallace Rell
Signature — March 7th, 2018 Date

James Wallace Rell
Printed Name

Signature — March 7th, 2018 Date

Printed Name

Signature — March 7th, 2018 Date

Printed Name

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

Rev 1-7-09 _esig04072017

E

DocuSign Envelope ID: 2330A96E-CB63-43D1-84B8-89E76F7F3831

Diamond Resorts U.S. Collection

17847283-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **March 7th, 2018** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
3.5% Buyer Financed Closing	BUY	1		
DEP - *Diamond Bonus Points	SEL	10000		
US Owner Kit Tablet Point	SEL	1		

*Additional Amount(s): **$3,074.70**

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

DocuSigned by:
Joyce Shields Nicole
Signature: Joyce Shields Nicole — Date: March 7th, 2018

DocuSigned by:
James W Rell
Signature: James Wallace Rell — Date: March 7th, 2018

Signature: — Date: March 7th, 2018

Signature: — Date: March 7th, 2018

SELLER:

Signature — March 7th, 2018 Date

Printed Name

4814_Rev 4-5-2012_esig02232016

17847283-Diamond Bonus Points Acknowledgement

ACKNOWLEDGEMENT
Diamond Bonus Points / Diamond Dream Holiday Package

Sale Date: March 7th, 2018

Diamond Bonus Points:

JS JWR I/We understand If I/we choose to use bonus points to book THE Club® reservations of my/our choice, the term of eligibility to use these points along with any other qualifying loyalty benefits is from time of qualification until December 31st, 2019.

JS JWR I/We understand increased membership level will not be reflected on my account until I have fulfilled the qualifications for Diamond Bonus Points activation. Activation occurs when at least 20% down payment has been received and membership has been setup or 15% down payment has been received plus four consecutive monthly payments have been made on the purchase loan.

JS JWR I/We understand Diamond Bonus Points will be exempt from incurring annual per point maintenance fees, however, I/We will be responsible for Club fees applicable to the Bonus Points for the time period in which they may be used

Diamond Dream Holiday Package:

JS JWR I/We understand If I/we choose to use bonus points to book a Diamond Dream Holiday Package, reservations must be made 120 days in advance of arrival.

JS JWR I/We understand travel must be completed by March 7, 2019, which is 365 days from the purchase date.

JS JWR I/We understand all flights must originate and return from the same major US airport. All flights are booked economy coach class. Additional restrictions may apply.

JS JWR I/We understand there will be a $99 reservation fee for all Diamond Dream Holiday reservations.

JS JWR I/We understand Diamond Loyalty upgrades do not apply to the Diamond Dream Holiday.

JS JWR I/We understand there are blackout dates five (5) days before and after President's Day, Easter, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day.

JS JWR I/We understand once confirmed, all Diamond Dream Holiday reservations are final.

JS JWR I/We acknowledge that I/we have received a Diamond Dream Holiday TRIFOLD Brochure that explains the details of participation and the telephone number to book my vacation.

PURCHASER(S):

DocuSigned by: Joyce Shields Nicole
Joyce Shields Nicole
Printed Name

DocuSigned by: James W Reil
James Wallace Reil
Printed Name

Printed Name

Printed Name

F

DIAMOND RESORTS . Com.
INTERNATIONAL

Stay Vacationed.

Welcome to the Sampler Program

Things to remember....

- Reservations can be made when the minimum down payment has been paid in full.
  Your Sampler Points will be activated in 14 days Active Date: (10/13/18)
- Flexible, easy-to-use vacation planning system
- Complimentary concierge services

- Sunday – Thursday (Mid Week) 50% off points. 3,4,5 night stay.
- $129 accommodation upgrade

Financial Information (if applicable):

*30 Day Zero Interest if paid by: (10/30/18) EARLY PAYOFF
*Payment Amount $ 173,32 Payment Due Date: (11/14/18)

Membership Number:
Sampler Member Number # 177813 54 letters

Activation Date: (10/13/18)

Hospitality Representative Name: Randy Siegel
Email: randall.siegel@diamondresorts.com
Phone Number: 773-501-6101 (Cell)

***Please contact the following number if you have any questions within the next 14 DAYS**

773-501-6101

G

May 20, 2019
RE: James Reil

To Whom This May Concern;

I am writing on behalf of patient James Reil. His hearing test showed a moderate to severe hearing loss in the left ear, and a severe to profound hearing loss in the right ear. With his hearing loss, he had extreme difficulty understanding speech and hearing sounds/noises around him. If he did not wear his hearing aids, he would have been unable to understand or comprehend what people were saying to him.

Sincerely,

Robyn Shapiro, Au.D CCC-A
FL License: AY1996

9160B Wiles Road::Coral Springs, FL 33067:: (954) 345-5818
3475 Sheridan Street, Suite 311 :: Hollywood, FL 33021 :: (954) 342-6327
2500 E. Hallandale Beach Blvd, Arcade A :: Hallandale Beach, FL 33009 :: (954) 342-6327

Joyce S. Nicole and the Estate of James Reil
And Diamond Resorts, Inc. Matter

Contracts

DIAMOND RESORTS . Com.
INTERNATIONAL

Stay Vacationed.

Welcome to the Sampler Program

Things to remember....

- Reservations can be made when the minimum down payment has been paid in full.
  Your Sampler Points will be activated in 14 days Active Date: (10/13/18)
- Flexible, easy-to-use vacation planning system
- Complimentary concierge services

- Sunday – Thursday (Mid Week) 50% off points. 3,4,5 night stay.
- $129 accommodation upgrade

Financial Information (if applicable):

*30 Day Zero Interest if paid by: (10/30/18) EARLY PAYOFF
*Payment Amount $ 173.32 Payment Due Date: (11/14/18)

Membership Number:
Sampler Member Number # 17781354 letter S

Activation Date: (10/13/18)

Hospitality Representative Name: Randy Siegel
Email: randall.siegel@diamondresorts.com
Phone Number: 773-501-6101 (Cell)

***Please contact the following number if you have any questions within the next 14 DAYS**

773-501-6101

Use of Funds

Third Party Authorization

To: Diamond Resorts

Date: 9/30/18

RE: _____
Contract Number

For: Joyce Shields Nicole
Purchaser's Name

The undersigned hands Diamond Resorts funds in the amount of
$ 349
(Amount of third party funds)

Funds shall be deposited to the above referenced contract number for the account of the above referenced purchaser.

Diamond Resorts shall use the funds under the instructions of the Buyer and Seller as contained in that certain purchase contract referenced above and without consideration of any nature whatsoever for the undersigned.

The undersigned acknowledges that they are not a party to this purchase and herby state that there is no consideration of monies, deed or policies of title insurance that they are designated to receive or that is to accrue through the subject purchase.

If purchase fails to close, Diamond Resorts shall act solely as instructed by the parties to the escrow, and shall disburse funds as instructed by the parties only.

The undersigned hereby indemnify Diamond Resorts, its officers and employees, against any loss by reason of accepting, depositing and/or disbursing these funds and or complying with our instructions herein.

Effective as the date above:

James W Reid
Print name of third party giving funds

James W. Reid
Signature of third party giving funds

Welcome, Wilson Gonzalez (Acct #6348) | Log Out

Draft

Merchants Diamond Resorts Sampler MDR

SALES DRAFT

Diamond Resorts Sampler MDR
400 North Atlantic Ave
Daytona Beach, FL 32118
(877)374-2582

Sun Sep 30, 09:48P 2018

Invoice	0000016714
Card Type	VISA
Card Number	[redacted]
Merchant ID	109439

Amount $349.00

Approved 05793D

I agree that the amount above is correct and to comply with my cardholder agreement...

x James W Reil

James W Reil

12.217.197.130
Sun Sep 30, 2018 09:49 PM

THE SAMPLER℠
MEMBERSHIP AGREEMENT

Date: September 30th, 2018 Plan #: 17781354S

Name: Joyce Shields Nicole Phone: 954-968-1957
Name:
Address: 7541 North West 21st Street, Margate, Florida 33063 Email: [redacted]@yahoo.com

This Membership Agreement (the "Agreement") is between JOYCE SHIELDS NICOLE ("You") and Diamond Resorts U.S. Collection Development, LLC, ("Diamond"). Diamond agrees to sell and You agree to purchase a "Membership" in THE Sampler. The references to "I", "You", or "We" below include all Purchasers named above.

Number of points purchased: 20000 ("Sampler Points").

PURCHASE TERMS:

Purchase Price:	$3,995.00	First Payment Due Date:	November 14th, 2018
Down Payment	$349.00	Amount of Each Payment:	$173.32
Amount Paid:	$349.00	Last Payment Due Date:	October 14th, 2020
Amount Due:	$0.00 ; $0.00	Number of Payments:	24
Additional Down Payment:	$0.00	Method of Monthly Payment:	x ACH (Checking / Savings)
			☐ SurePay (Credit or Debit Card)
Balance Due:	$3,646.00		

Method of Payment: ☐ All Cash ☐ Financed

A late fee of 10% of the payment due will be charged for all payments received 11 or more days after the scheduled payment date.

Diamond agrees to finance the Balance Due (if any) as disclosed above in which there will be a *finance charge of Twelve and 99/100 (12.99%) and a monthly collection fee of Zero dollars ($0.00) on the financed amount, which are disclosed on the Truth-in-Lending Disclosure Statement executed simultaneously herewith and incorporated herein by this reference. Seller agrees to grant the option to cashout THE Sampler purchase with 0% interest if paid in full by October 30,2018.

* Variable rate subject to change as outlined in Truth-in-Lending.

AUTOMATIC PAYMENT PLAN: By completing this section, Purchaser authorizes all payments specified above to be automatically charged to:

Credit Card #: _____ **Expiration Date:** _____ **Type of Card:** _____

Name as it Appears on Card: _____ **Signature of Card Holder:** _____

18

You may cancel this contract without any penalty or obligation within 10 calendar days after the date You sign this contract. If You decide to cancel this contract, You must notify the Seller in writing of your intent to cancel. Your notice of cancellation is effective upon the date sent and shall be sent to Diamond Resorts International®, attention THE Sampler Department, at 10600 West Charleston Boulevard, Las Vegas, NV 89135. Any attempt to obtain a waivor of your cancellation right is void and of no effect.

If You execute a purchase contract for a timeshare interest, section 721.08, Florida Statutes (escrow accounts), will apply to any funds or other property received from you or on your behalf. Section 721.10, Florida Statutes (cancellation), will apply to the purchase and you will not be entitled to a cancellation refund of THE Sampler℠ Membership.

I agree to pay the full Purchase Price shown above and acknowledge receipt of a copy of this contract on the date shown below.:

Purchaser Signature: _____ **Date:** **September 30th, 2018**

Printed Name: **Jovce Shields Nicole**

Purchaser Signature: _____ **Date:** **September 30th, 2018**

Printed Name:

Sampler Representative Signature: _____ **Sales Executive:** **Shavannah - 63147 Morehouse**

Seller: Diamond Resorts U.S. Collection Development, LLC, 10600 West Charleston Blvd., Las Vegas, NV 89135

Diamond Resorts International Marketing, Inc. is registered with the State of Florida as Seller of Travel Registration No. ST37308.

This advertising material is being used for the purpose of soliciting the sale of a vacation ownership plan.

THE Sampler – US Collection

17781354S-DRUSC THE Sampler Truth In Lending Disclosure

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Name: Joyce Shields Nicole — Loan Number: 26845068

Name: — Home Telephone: [redacted]

Address: 7541 North West 21st Street, Margate, Florida 33063 — Business Telephone:

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $349.00
12.9898 %	$513.68	$3,646.00	$4,159.68	$4,508.68

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment					Payments are due monthly beginning
	P & I		+ Collection Fee =		Total Payment	
24	$173.32	+	$0.00	=	$173.32	November 14th, 2018 (e)

Insurance: Property, credit life and credit disability insurance is not required to be obtained in connection with this loan.

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: If a payment is late, you will be charged a late charge of the lesser of ten percent (10%) of the overdue installment or twenty-five dollars ($25.00) for each such late payment.

Variable Rate: x **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). Your participation in the SurePay plan will also terminate upon ten (10) days written notice from us. In such event, your interest rate will increase by **Two** percent **(2%)** per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from **$173.32** to **$176.76.**

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means estimate

ITEMIZATION OF AMOUNT FINANCED

1. Purchase Price		$3,995.00
2. Less:	a. Initial Cash Deposit	$349.00
	b. Additional Cash Due at Closing	$0.00 ; $0.00
	c. Total Down Payment	$349.00
3. Total Unpaid Balance/Amount Financed		$3,646.00

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

Signature Joyce Shields Nicole — Signature

September 30th, 2018
Date

Id_1107_afl_2/1/18_f_1/24/18_esig_12/18/15

20

THE Sampler

17781354S-THE Sampler Surepay Authorization

VOLUNTARY SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("SurePay Plan") for automatic payment on your Diamond Engagement Package Membership Agreement through your checking or savings account.

Part A: Checking/Savings Account SurePay Plan

By indicating Automatic Checking/Savings Account Payment and signing, I hereby pre-authorize **Diamond Resorts Corporation**, its subsidiary and affiliated companies and/or its service provider (collectively referred to as "COMPANY") to initiate electronic funds transfers from my checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I agree to provide such voided check to COMPANY within 15 days from the day I sign this Authorization.

This authority is to remain in full force and effect for "Diamond Engagement Package," as indicated below, until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Payment — Monthly Payment Amount $173.32

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

- ☐ Automatic Checking Account USD
- ☐ Automatic Savings Account USD

Terms and Conditions of Participation in SurePay Plan for Diamond Engagement Package:
I understand and agree to the following: If, at any time prior to the date the Promissory Note is paid in full, I elect to terminate my participation in the SurePay Plan, or I close the designated bank account, or I fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I stop payment on or rescind this SurePay Plan authorization, the annual interest rate is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my participation in the SurePay Plan upon ten (10) days' written notice to me. In the event of such termination by Company, the annual interest rate is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Monthly payments should be sent to: THE Sampler℠ Fulfillment Center, 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 888-208-6025.

Optional Nature of Authorization:
Please note that you are not required to pay your monthly payments by means of preauthorized electronic fund transfers from your checking or savings account. You have the option of making your monthly payments without participating in the SurePay Plan. By signing this Payment Authorization Form, you acknowledge that you are voluntarily choosing the convenience of making your payments in the manner indicated through the SurePay Plan.

Part B: Authorization

Pre-authorization for automatic payment:

Name(s): Joyce Shields Nicole Signed: Joyce S. Nicole Date: 9/30/18

Part C: Depository Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Transit / ABA Number: _____

Account Number: _____

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21

DIAMOND RESORTS
INTERNATIONAL

October 01, 2016

(cd)
JOYCE SHIELDS NICOLE & JAMES WALLACE REIL
7541 NW 21ST ST
MARGATE FL 33063

Re: Loan Number: 0025959731

We are pleased to inform you that we will now be servicing your account with Diamond Resorts Financial Services, Inc. You will soon be receiving your first monthly statement.

If you do not receive your monthly statement before your next due date, 01-Nov-2016, please make your check payable to Diamond Resorts Financial Services, Inc., write your Loan Account Number on the check, and forward your payment along with the temporary coupon attached to:

Diamond Resorts Financial Services, Inc.
P.O. Box 60480
Los Angeles, CA 90060-0480.

In lieu of writing and mailing a check each month, you can choose to authorize Diamond Resorts Financial Services, Inc. to have your bank automatically forward your payments. Your monthly statement will include a description of and instructions for initiating the Surepay Automatic Payment Plan. If you would like to sign up for this program prior to receiving your first monthly statement, please complete the attached form and fax it to 702.765.8725, or if you prefer to mail the attached form with a voided check, please send to Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

If applicable, we will provide you with a statement at the end of the year indicating the amount of interest paid on your account for that year.

You may contact us at 877.DRI.CLUB (877.374.2582) or e-mail ContactUs@diamondresorts.com if you have any questions regarding this matter.

Sincerely,

Diamond Resorts Financial Services, Inc.

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **15th day of September, 2016** by and between Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Seller**"), whose address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135, and **JOYCE SHIELDS NICOLE and JAMES WALLACE REIL** (whether one or more, "**Purchaser**", collectively with Seller, the "**Parties**"):

Seller agrees to sell and Purchaser agrees to purchase the following described property (the "**Membership**") upon the following price, terms, and conditions, including but not limited to the Further Terms and Conditions set forth herein:

Membership in Diamond Resorts U.S. Collection (the "**Collection**"), which includes (i) membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), whose principal place of business is located in Clark County, Nevada, and (ii) the following Points for use in the Collection

Points: 20000 **Initial Use Year:** 2017

BASE PURCHASE TERMS
ITEMIZATION OF AMOUNT FINANCED (for financed sales)

1.	Purchase Price of Membership: (**"Purchase Price"**)		$64,400.00
2.	Initial Cash Deposit:	$26,000.00	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to the seller as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	$0.00	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade In value: (line a minus line b)	$0.00	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before: _____	$0.00	
	b. On or before: _____	$0.00	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		$26,000.00
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		$38,400.00
8.	Financed Closing Costs payable to _____		$750.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): (**"Unpaid Balance"**)		$39,150.00

Closing Costs

A.	Closing Costs to Seller	$40.00
B.	Closing Costs to Purchaser	$750.00
C.	Total Estimated Closing Costs	$790.00

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): Purchaser will be billed for Assessments separately by the Association	3,636.00

Purchaser desires to pay the Unpaid Balance in lawful currency of the United States, by using the following method (check one), subject to the Terms and Conditions contained herein:

☐ Cash Payment or Third Party Financing ☒ Seller Financing

Credit Card Type:_____ Number:_____Expiration Date: _____

If Purchaser obtains purchase money financing from Seller, Purchaser will also be responsible for the payment of all charges incident to the extension of credit, which charges are specified in the Truth-in-Lending Disclosure Statement furnished to Purchaser, including but not limited to monthly installments of principal and interest, late charges (if applicable), and a monthly collection fee of Six dollars ($6.00). Finally, Purchaser will be required to pay the Closing Costs to Seller and Other Costs specified above. Such closing costs are the same for cash and credit sales hereunder.

Monthly Payment Method:

☒ Statement ☐ SurePay (Credit or Debit Card) ☐ Surepay (Checking or Savings Account)

Enrollment in THE Club® Exchange Program:

I elect ☒ to join ☐ not to join THE Club® exchange program ("THE Club®"). See Section 8 below for additional details.

Purchaser Contact:

Purchaser hereby advises Seller that Purchaser is willing to receive information regarding Purchaser's financing or for his or her membership in the Collection or THE Club® by means of (select one):

☒ Mail ☒ Email

If Purchaser has elected to receive information by E-mail, Purchaser represents that Purchaser has a computer and all related hardware and software required to open, display, save and print a PDF file that does not exceed 2 MB in size.

FURTHER TERMS AND CONDITIONS

1. DEFINITIONS:

Unless the context suggests otherwise, capitalized terms shall have the meanings set forth in the Amended and Restated Declaration for Diamond Resorts U.S. Collection ("**Declaration**"), as may be amended or modified from time to time.

2. PAYMENT OF PURCHASE PRICE:

(a) Purchaser may pay for the Membership in cash or through credit from Seller, subject to Seller's credit approval ("**Financing**"). If Purchaser receives Financing from Seller, then Purchaser will be required to execute and deliver an installment Promissory Note (the "**Note**") payable to the order of Seller in the amount of the Unpaid Balance, and grant the first priority Seller Security Interest (defined below) that secures the payment of the Note and encumbers Purchaser's Membership, as well as certain other documents and instruments which Seller, in its sole discretion, deems reasonably necessary or appropriate to secure Purchaser's payment of the Note. Purchaser will be subject to all of the terms, provisions, and conditions described and set forth in all such documents and instruments.

(b) If Purchaser requests Financing, Seller may, but is not required to, agree to finance Purchaser's purchase. Purchaser promises that all personal financial and other information submitted to Seller is and will be accurate, and Purchaser authorizes Seller to make credit inquiries regarding Purchaser, whether through a consumer reporting agency or other means. Purchaser agrees to provide immediate written notice to Seller of any material adverse change in Purchaser's financial condition that occurs prior to Closing (as defined below). If Purchaser makes good faith efforts to obtain purchase money financing but is unable to qualify for Financing within 10 days following Seller's acceptance of this Agreement, Purchaser shall be entitled to terminate this Agreement and receive a refund of any and all payments made by Purchaser hereunder (without interest) or, at Purchaser's option, to consummate the transaction contemplated hereby by paying the entire Unpaid Balance in cash at Closing. If Purchaser is unable to qualify for Financing within such 10 day period, Seller shall provide written notice thereof to Purchaser, whereupon Purchaser shall promptly notify Seller whether Purchaser elects to terminate this Agreement or consummate the transaction as provided in the preceding sentence. If Purchaser fails to give any notice to Seller within 20 days after Purchaser's receipt of Seller's notice that Purchaser does not qualify for Financing, Seller may at any time thereafter terminate this Agreement and refund to Purchaser all payments made by Purchaser. Seller reserves the right, in its sole discretion, to sell or assign the Note and the Seller Security Interest to another person or entity, whether or not such person or entity is affiliated with Seller.

(c) If Purchaser is exchanging a fee simple timeshare interest in a timeshare resort ("**Fee Timeshare Interest**") as full or partial payment for the Membership, Purchaser agrees to execute and deliver to Seller, on the date hereof, (i) a deed or other appropriate instrument in form and substance satisfactory to Seller, in its sole discretion, pursuant to which all of Purchaser's right, title,

and interest in and to the Fee Timeshare Interest is conveyed to Seller or a party designated by Seller, free and clear of any liens or encumbrances not expressly approved by Seller ("Deed-back"), and (ii) if Seller so requests, a declaration of annexation or other similar type of document subjecting the Fee Timeshare Interest to the Declaration ("Annexation Instrument"). Such Deed-back and Annexation Instrument may be recorded by Seller upon Closing. Pending Closing, Purchaser shall remain fully liable for all costs, expenses, and other obligations of any and every kind related to the Fee Timeshare Interest ("Fee Timeshare Interest Obligations"). If the transaction contemplated hereby fails to close for any reason whatsoever, the Deed-back and Annexation Instrument will be cancelled and returned to Purchaser, and Purchaser will remain fully liable for the Fee Timeshare Interest Obligations.

(d) In the event that the Note, this Agreement, or the Deed-back and Annexation Instrument (if applicable), or any other document or instrument which evidences or secures payment of the Purchase Price, is misplaced or has not been completely and validly executed by Purchaser for any reason whatsoever, Seller shall have the option, in its sole discretion, (i) to cancel this Agreement at any time prior to Closing; or (ii) to send Purchaser whatever document(s) and/or instrument(s) that Seller needs Purchaser to re-execute, along with instructions on how to do so. In the event that Seller elects to cancel this Agreement, Seller shall provide written notice thereof to Purchaser and cause any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent (defined below), to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. In the event Seller sends Purchaser any document or instrument for re-execution, Purchaser shall promptly re-execute same, cause his or her signature to be notarized (to the extent indicated), and return such document(s) and/or instrument(s) to Seller in accordance with Seller's written instructions. Purchaser's failure to do so for any reason within 10 calendar days following Purchaser's receipt thereof shall constitute a default hereunder, entitling Seller to exercise its available rights and remedies pursuant to Section 14 below.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

3. SELLER'S RIGHT TO ACCEPT OR REJECT THIS AGREEMENT:

It is understood that Seller can accept or reject this Agreement. If Seller rejects this Agreement, Purchaser is only entitled to a refund of any payments made by Purchaser, without interest. This Agreement becomes effective and legally binding only when executed by both Parties. If Seller accepts this Agreement, then Seller, subject to Section 2 above, agrees to sell the Membership to Purchaser, and Purchaser agrees to make all of the payments required to be made under this Agreement when due and otherwise to comply fully with all of the terms, provisions, and conditions hereof and of the Collection Instruments.

4. DEPOSITS:

Purchaser's initial deposit and any subsequent payments made by Purchaser to Seller prior to Closing shall be delivered to and held in escrow by First American Title Insurance Company, the address of which is 400 S Rampart Blvd, Ste 290, Las Vegas, NV 89145 ("Escrow Agent"), pursuant to a Master Escrow Agreement by and between Seller and Escrow Agent, the terms, provisions, and conditions of which are incorporated by this reference. Any and all interest that accrues on Purchaser's deposit and subsequent payments shall, except to the extent prohibited by law, be payable to and inure to the sole benefit of Seller and not be credited toward the Purchase Price. Escrow Agent shall hold all such deposits and other amounts until presentation by Seller of written instructions to the effect that Closing has occurred. Seller shall have no right to use any of the funds held by Escrow Agent until such funds have been delivered to Seller in accordance with the provisions hereof.

5. VACATION OWNERSHIP PLAN:

(a) The Membership is a form of a "right-to-use" timeshare interest, and Purchaser will not receive a deed to any interest in real property.

(b) Purchaser acknowledges that notwithstanding any provision of this Agreement or the Collection Instruments, unless Purchaser is purchasing Specific Use Points, Purchaser will not have the guaranteed exclusive right to reserve, use, and occupy any particular Collection Accommodation. Purchase acknowledges that the Membership is subject to the Collection Instruments as amended and/or supplemented from time to time.

(c) The Collection shall be perpetual unless terminated by the Members in the manner described in the Collection Instruments.

(d) Purchaser may be prohibited from making a reservation or using and occupying a Collection Accommodation unless Purchaser has timely paid any and all Assessments, Personal Charges and other amounts levied pursuant to the Collection Instruments and otherwise fully complied with all of the terms, provisions, and conditions of the Collection Instruments.

6. ASSOCIATION MEMBERSHIP AND TRANSFER:

Upon Closing, Purchaser will automatically become a Member of the Association. Purchaser agrees to be subject to and to comply fully with the Collection Instruments. If the number of a Member's annual allotment of Points falls below the Minimum Points

Threshold for any reason, such as the partial transfer of Points or expiration of Term Points, the affected Membership will cease to be a valid Membership unless sufficient additional Points are acquired to meet the Minimum Points Threshold. The current Minimum Points Threshold for a valid Membership is 2,000 Points. Any purchase of additional Points will be governed by prices in effect at the time of purchase. Purchaser's right to sell or otherwise transfer his or her Membership and the resulting update to the Register of Members is subject to prior approval by the Association and certain other applicable requirements set forth in the Collection Instruments.

7. ASSESSMENTS:

(a) Purchaser understands and agrees that in accordance with the provisions of the Collection Instruments, the Association is empowered to levy and collect Assessments against each Membership for management and maintenance expenses. In addition to Assessments, Purchaser understands and agrees that he or she will be responsible for the timely payment to the Association of any Personal Charges or other charges that he or she incurs, all in accordance with the provisions of the Collection Instruments. Assessments shall be due and payable to the Association prior to Purchaser's use and occupancy of a Collection Accommodation in Purchaser's Initial Use Year, as set forth on Page 1 hereof. The amount of the Assessments each year may vary and will be determined as outlined in the Collection Instruments.

(b) The Association may enforce Purchaser's obligation to pay Assessments and Personal Charges in the manner set forth in this Agreement and in the Collection Instruments or as otherwise permitted by law. Purchaser may be prohibited from reserving, using, or occupying any Collection Accommodation or exercising any other rights, benefits, or privileges to which Purchaser would otherwise be entitled pursuant to the Collection Instruments, unless all Assessments and other amounts that Purchaser owes the Association or Seller have first been paid in full. Purchaser's failure for any reason to pay on a timely basis any and all Assessments could result in the enforcement of the Association Security Interest (defined below) by the Association and the loss of Purchaser's Membership. Purchaser's failure for any reason to use and occupy a Collection Accommodation shall not exempt Purchaser from his or her obligation to pay in full all Assessments levied against his or her Membership.

8. EXCHANGE PROGRAMS:

The Association has entered into an Affiliation Agreement (the "**Affiliation Agreement**") with Diamond Resorts International Club, Inc. ("**DRIC**"). Under the Affiliation Agreement, the Association and the Collection are affiliated with THE Club. Purchaser's membership in THE Club is automatic and is subject to the annual payment of fees that are imposed by DRIC, and are subject to change in DRIC's sole discretion. The Affiliation Agreement permits the annual membership fee for THE Club to be collected by the Association along with the Assessments. Purchaser should refer to the Association budget for more details. Under the Affiliation Agreement, membership in THE Club may not be transferred without the consent of DRIC and transfer by Purchaser of the Membership in the Collection does not, without the consent of DRIC, have the effect of transferring membership in THE Club. THE Club may, but is not obligated to, have a relationship with an external exchange program. At the current time, THE Club is affiliated with Interval International, Inc. ("**Interval International**") under which Interval International has agreed to offer its reciprocal exchange services to members of THE Club. Exchanges through external exchange programs may be subject to certain terms, conditions and the payment of fees that are imposed by the external exchange program. Seller makes no representations concerning THE Club, Interval International, or any other exchange programs that may become affiliated with the Collection, including but not limited to current or future services to be provided, the cost, continued availability, or success of exchange programs. Any representations made regarding THE Club or Interval International by DRIC or its agents or employees or within the literature, brochures, or videos prepared or provided by DRIC or Interval International are solely the representations of DRIC or Interval International, respectively, and should not be relied upon as being the representations of Seller.

9. CLOSING:

Except as otherwise provided by applicable law, for purposes of this Agreement, the term "**Closing**" shall mean that date when all of the following have occurred: (i) the cancellation period set forth in Section 21 has expired without Purchaser having exercised his or her rescission right; (ii) Purchaser and Seller have executed, as applicable, all documents necessary to effect transfer of the Membership to Purchaser including, but not limited to, this Agreement, and if applicable, the Note; (iii) Seller has received from Purchaser either (a) an executed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds; and (iv) the Purchaser has been entered into the Register of Members. Except as otherwise expressly provided in any of the Collection Instruments to the contrary, Purchaser may not reserve, use, or occupy any Collection Accommodation or exercise any other rights, benefits, or privileges appurtenant to his or her Membership until Closing occurs. If Closing has not occurred within one year following the date of this Agreement because Purchaser has elected to rescind this Agreement pursuant to Section 21 below, then Seller will within 20 days thereof, order any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. Escrow Agent shall act as the closing agent for the purposes of collecting and disbursing all applicable funds and distributing and filing all applicable documents and instruments. Upon Closing, Seller shall deliver to Purchaser a Points Certificate evidencing the Purchaser's Membership and a fully executed copy of this Agreement.

10. TITLE AND TITLE INSURANCE:

All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Purchaser understands and acknowledges that the basis for the Membership is certain real property interests (called "**Resort Interests**") in various resorts, hotels and other vacation properties and that title to those interests is held in a trust (the "**Trust**") for the benefit of the Association and Members pursuant to a recorded Trust Agreement with First American Trust, FSB, a federal

savings bank or another independent trustee ("**Trustee**"). Resort Interests are conveyed to the Trust subject to the Trust Agreement and Declaration and are otherwise not encumbered with blanket liens of any lender or lienholder or have a nondisturbance agreement in place which fully protects the use and enjoyment rights of each Member in the event of foreclosure. Further, in connection with each conveyance of Resort Interests to the Trust, Seller has caused First American Title Insurance Company to issue in favor of the Association, where available, an ALTA Owners Title Insurance Policy insuring the Trustee's ownership of the Resort Interests. Copies of such Owners Title Insurance Policies are available for inspection by Members at the offices of the Association.

11. SECURITY INTERESTS:

(a) **Seller's Security Interest.** If Seller is providing Financing to Purchaser in connection with the purchase of the Membership, then Purchaser, as debtor, hereby grants to Seller, as secured party, effective as of Closing, a purchase money security interest (the "**Seller Security Interest**") in the Membership and in all rights, benefits and privileges appurtenant thereto as established in the Collection Instruments and all rights, benefits and privileges accruing thereto in the future, all replacements and additions to the foregoing, and all proceeds thereof (collectively, the "**Collateral**") to secure Purchaser's performance under the Note, this Agreement, and the Collection Instruments. No waiver by Seller or any holder of this Agreement of any default or breach by Purchaser shall operate as a waiver of any other default or breach, whether of the same type or not, by Purchaser.

(b) **Association's Security Interest.** Purchaser, as debtor, hereby grants to Association, as secured party, effective as of Closing, a security interest (the "**Association Security Interest**") in the Collateral to secure Purchaser's timely payment of Assessments and Personal Charges and Purchaser's performance under the Collection Instruments. The Association Security Interest shall, at all times, be junior and subordinate to the Seller Security Interest.

(c) **Financing Statements.** Purchaser irrevocably authorizes Seller and the Association, at any time and from time to time, to file in any Uniform Commercial Code ("**UCC**") jurisdiction initial financing statements and any amendments thereto that provide any other information required by Part 5 of Article 9 of the UCC of the applicable jurisdiction for the sufficiency, or filing office acceptance of, any financing statement or amendment, including (i) Purchaser's name and address, and (ii) if Purchaser is not an individual, Purchaser's type of organization and any organizational identification number issued to Purchaser. Purchaser shall furnish any such information in writing to Seller or the Association, as the case may be, within five (5) days after Seller's or Association's request. Each person identified as Purchaser in this Agreement represents and warrants to Seller and the Association that on the date of this Agreement he or she is domiciled in the state identified below his or her signature on this Agreement. Each person identified as a Purchaser in this Agreement shall notify Seller and the Association in writing if he or she changes his or her state of domicile within 30 days after such change. Such notice shall identify the state of such person's new domicile and his or her residential address therein.

(d) **Association as Third-Party Beneficiary.** Solely for purposes of this Section 11, the Association is an intended third-party beneficiary of this Agreement and is entitled to enforce the Association Security Interest granted by Purchaser hereunder.

12. PURCHASER'S REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS:

(a) Purchaser represents and warrants that the persons signing this Agreement have the legal capacity and are duly authorized to do so. Purchaser represents and warrants that Purchaser is not, and shall not become, a person with whom Seller is restricted from doing business with under the regulations of the Department of Treasury Office of Foreign Asset Control ("**OFAC**"). Such representation shall include, but not be limited to, a the representation that Purchaser is not a person or entity and is not acting on behalf of a person or entity named on OFAC's Specifically Designated Nationals and Blocked Persons list and Purchaser is not a resident or national of any Embargoed Country, as defined by OFAC. Purchaser acknowledges that prior to signing this Agreement, Purchaser received the state timeshare disclosure documents, together with the attached exhibits, all of which are hereby incorporated by this reference, and Purchaser agrees to be strictly bound by, and to comply fully with, the terms, provisions, and conditions of such documents, as each may properly be amended or supplemented from time to time. In the event of any conflict between this Agreement and the state timeshare disclosures, the state timeshare disclosures shall control. Purchaser further acknowledges and represents that the Membership is being purchased for Purchaser's personal use and not for its investment potential or any possible rent returns, tax advantages, depreciation, or other financial advantages and that no representations of any nature whatsoever have been made by Seller or any of its salespersons or other agents to Purchaser concerning investment potential, rent returns, tax advantages, depreciation, or other financial advantages. Purchaser, including any person or entity related to Purchaser, does not own an interest in more than 10 Memberships in the Collection. Purchaser understands that Seller has no resale or rental program for non-Seller owned Memberships and acknowledges that neither Seller nor any of its sales agents, employees, or other representatives has indicated that Purchaser will be assisted in the resale or rental of his or her Membership in the future. Purchaser represents that Purchaser does not intend to use any Collection Accommodation as his or her principal residence. If Purchaser has received Financing, then Purchaser acknowledges receipt of a completed Truth-in-Lending Disclosure Statement prior to executing this Agreement. Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) arising out of or in connection with any breach by Purchaser's representations and warranties. All of Purchaser's acknowledgments, representations and warranties set forth herein shall survive Closing.

(b) Purchaser acknowledges and agrees that immediately following Closing, Seller shall have no further obligations or liabilities of any kind under this Agreement, or under any other document or instrument referred to in this Agreement, and Purchaser shall look solely to the Association and the Manager, together with any other entities that from time to time become obligated to Purchaser as provided in the Collection Instruments, for the fulfillment and satisfaction of any of Purchaser's rights, benefits, and privileges as a Member of the Collection, and not to Seller.

13. NO WARRANTIES:

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, OR BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER IRREVOCABLY WAIVES, EACH OF THE FOREGOING WARRANTIES.

14. DEFAULT:

(a) Subject to any notice and right to cure provided below, Purchaser shall be in default under this Agreement if Purchaser fails to pay on time, keep any promise, or fulfill any agreement or obligation contained in the Note, this Agreement or any of the Collection Instruments. In the event of a default by Purchaser, Purchaser shall not be entitled to reserve, use, or occupy any Collection Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to his or her Membership.

(b) **Subject to any notice and right to cure provided below, Purchaser and Seller agree that: Purchaser's default on or before Closing shall entitle Seller to immediately terminate this Agreement and all of Purchaser's rights, benefits, and privileges hereunder. Upon such termination, Seller shall retain or cause Escrow Agent to deliver to Seller all sums of money previously paid by Purchaser hereunder as liquidated damages and not as a penalty.**

(c) Upon Purchaser's failure to timely perform any of Purchaser's obligations under the Note, this Agreement or any of the Collection Instruments after Closing, Purchaser shall be in default hereunder, whereupon Seller (or its successor or assign) may enforce the Seller Security Interest against the Collateral in accordance with this Subparagraph. Upon the occurrence of any such failure, including the non-payment of any amounts due and owing by Purchaser under the Collection Instruments, Seller shall give Purchaser written notice and if Purchaser has not cured the applicable failure within 10 days after Seller gives such notice if Purchaser has failed to pay money, or within 30 days after Seller gives such notice if Purchaser has failed to perform or observe any other term of the Note, this Agreement or any of the Collection Instruments, Purchaser shall be in default under this Agreement and Seller (or its successor or assign) may (a) enforce the Seller Security Interest in accordance with Article 9 of the UCC; (b) provide written notice of termination of the Membership and terminate the Membership within 60 days of the date of the notice of termination and retain all amounts previously paid by Purchaser as liquidated damages and not as a penalty; or (c) pursue any other remedy available to Seller, at law or in equity, however, Seller hereby confirms that it will not seek any deficiency judgment against defaulting Purchaser beyond the forfeiture of the Membership.

(d) Notwithstanding the foregoing provisions of this Section 10 to the contrary, if, for any reason, Seller is unable or fails to comply with the material provisions of this Agreement, then the sole obligation of Seller shall be to refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser all payments previously made by Purchaser hereunder, without interest. Upon such refunds being made, this Agreement shall be deemed canceled, and all rights and obligations hereunder shall immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO PURCHASER, AT LAW OR IN EQUITY.**

15. NO OTHER AGREEMENTS OR REPRESENTATIONS:

Seller and Purchaser agree that this Agreement (including the documents and instruments incorporated by reference) embodies the entire agreement between them related to Purchaser's purchase and financing (if applicable) of the Membership and supersedes and replaces any and all prior negotiations, representations, agreements, and understandings, both oral and written, in connection therewith. No amendment to or modification of the terms of this Agreement shall be valid without the written approval of the legal counsel of Seller. Oral representations of Seller or Seller's agents should not be relied upon by Purchaser as correctly stating the representations of Seller. For correct representations, Purchaser should rely entirely on this Agreement and the documents and instruments contained by reference.

16. ASSIGNMENT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, and personal representatives. Purchaser's Membership cannot be sold, assigned, transferred, conveyed, or encumbered except in accordance with the terms, provisions, and conditions hereof and the Collection Instruments. Purchaser acknowledges that Seller has the right, in its sole discretion, to assign some or all of its rights and interests hereunder and, if applicable, under the Note. Purchaser may not assign any of his or her rights or interests hereunder, without the written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. The terms and provisions hereof shall be deemed independent and severable, and the invalidity of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

17. CHOICE OF STATE LAW AND FORUM; WAIVER OF JURY TRIAL:

Except to the extent preempted by federal law, this Agreement shall be exclusively governed by and construed in accordance with the laws of Nevada without regard to its choice of law rules. Subject to Section 14 hereof, any legal action or proceeding arising out of or in any way relating to this Agreement which is not subject to the Arbitration provisions outlined below, shall only be brought in an appropriate court of competent jurisdiction on behalf of the Parties and their respective successors and assigns, hereby irrevocably

submit to the jurisdiction of any such court and agree that venue property lies solely in such courts to the exclusion of all other judicial and non-judicial forums. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE PARTIES, AND ANY OTHER PERSON CLAIMING RIGHTS OR OBLIGATIONS BY, THROUGH, OR UNDER THIS AGREEMENT SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR LEGAL PROCEEDING THAT MAY BE COMMENCED BY OR AGAINST ANY OF THE FOREGOING PERSONS CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT, OR PERFORMANCE OF THIS AGREEMENT OR ANY OF THE COLLECTION INSTRUMENTS.**

18. ARBITRATION PROVISION

(a) Opt-Out Right. **IF PURCHASER DOES NOT WANT THIS ARBITRATION PROVISION TO APPLY, WITHIN 30 DAYS PURCHASER MUST SEND A SIGNED LETTER TO SELLER STATING THAT THE ARBITRATION PROVISION DOES NOT APPLY. OPTING OUT OF ARBITRATION WILL NOT AFFECT ANY OTHER PROVISION OF THIS AGREEMENT.**

(b) Arbitration Terms Defined. In this Arbitration Provision, the term "**Company Party**" means Seller and/or the Association, their affiliates and the agents, representatives, members, employees, officers and/or directors of such entities, if and to the extent that any Claim is asserted by or against such entity or person. "**Bound Parties**" means each Company Party and Purchaser. "**Claim**" means any legal claim, dispute or controversy between any Company Party and Purchaser, including statutory, contract and tort disputes of all kinds and disputes involving requests for declaratory relief, injunctions or other equitable relief. However, "Claim" does not include any individual action brought by a Purchaser in small claims court or an equivalent court, unless such action is transferred, removed, or appealed to a different court, and does not include any dispute concerning the validity and effect of Section 18(h) below, the ban on class actions and certain other proceedings (the "**Class Action Ban**"). "**Administrator**" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, http://www.adr.org, or if Purchaser so elects in a notice given to Seller (which will serve as notice to each Company Party) within 20 days after a demand for arbitration, the National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405, http://www.arb-forum.com.

(c) Arbitration of Claims. Unless Purchaser has exercised his or her opt-out right pursuant to Section 18(a), upon the election of Purchaser or any Company Party, any Claim between Purchaser and such Company Party shall be resolved by binding individual (and not class) arbitration. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed. The neutral arbitrator shall be appointed within a specified period of time, which in no event shall be more than 60 days from the administrator's receipt of a written request from a Bound Party to arbitrate the Claim. To the extent this Arbitration Provision conflicts with any other agreement binding the Bound Parties, this Arbitration Provision shall govern.

(d) Fees; Location. Any Company Party to a Claim asserted by Purchaser in good faith or to any Claim asserted by such Company Party will bear all fees of the Administrator or arbitrator in connection with such Claim. The Company Party will also bear the reasonable fees and expenses of Purchaser's attorneys if any Claim initiated by Purchaser is resolved in Purchaser's favor. If a participatory arbitration hearing is requested, it will take place in the county where this Agreement was signed or, if the Administrator determines that such location would be unfair to Purchaser, at a location reasonably convenient to Purchaser.

(e) Governing Law. This Arbitration Provision shall be governed by the Federal Arbitration Act (the "**FAA**") and not state arbitration laws, provided that Nevada law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his or her decision.

(f) Appeal of Arbitrator's Decision. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA.

(g) Jury Trial Waiver. **IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

(h) Class Action Ban. **NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE, WITH RESPECT TO ANY CLAIM. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION, WITH RESPECT TO ANY CLAIM. NO CLAIMS INVOLVING THE BOUND PARTIES MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON.** Notwithstanding any language in this Arbitration Provision to the contrary, any dispute about the validity or effect of the above Class Action Ban shall be resolved by a court and not an arbitrator or the Administrator.

(i) Survival; Severability. This Arbitration Provision shall survive repayment of all amounts owed under this Agreement or the Note, the cancellation of this Agreement, any bankruptcy and any assignment of Seller's rights under this Agreement and/or the Note. If any part of this Arbitration Provision is unenforceable (other than the Class Action Ban), the remainder of this Arbitration Provision shall still apply. If the Class Action Ban is held to be unenforceable, this Arbitration Provision (other than this sentence) and any other arbitration provision between the Bound Parties shall be null and void in such proceeding, provided that the Company Party shall have the right to appeal any holding that the Class Action Ban is unenforceable.

19. NOTICES:

Any notice that either party hereto desires or is required to give the other party under this Agreement shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) 3 business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) 1 business day after being sent via overnight courier service addressed to the applicable party at its address stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this Section. If Purchaser consists of more than 1 person, then notice to any of them shall be deemed to constitute notice to all of them. Unless and until written notice of an alternative addressee and address is received by the other party, the last addressee and address as stated by written notice or as provided herein, shall be deemed to continue in effect for all purposes hereunder.

20. MISCELLANEOUS:

Purchaser is advised to read each and every paragraph very carefully. No term, provision, condition, restriction, agreement, covenant, or obligation contained herein shall be deemed to have been abrogated or waived by reason of any failure by a party hereto to enforce the same, irrespective of the number of violations or breaches thereof that may occur. The exercise of any right or remedy provided by law and/or the provisions of this Agreement shall not preclude the exercise of other consistent rights or remedies unless they are expressly precluded hereby. Purchaser hereby grants Seller the right, in its sole discretion, to correct any scrivener's, typographic, or clerical errors in connection with this Agreement or any documents or instruments related hereto, provided that no such correction adversely affects any rights, benefits, or privileges afforded to Purchaser or materially alters any duties or obligations of Purchaser. Any such corrections shall be initialed by an authorized representative of Seller and shall be legally binding upon Purchaser, together with its successors and assigns, even though not initialed or otherwise acknowledged by Purchaser. All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Under no circumstances whatsoever shall this Agreement or any portion hereof be recorded in the public records of any county or other jurisdiction. The captions used in this Agreement are for informational purposes only and do not amplify or limit in any way the provisions hereof.

[Remainder of Page Intentionally Left Blank. Section 21 and Signature Page Follows.]

21. STATE SPECIFIC PROVISIONS:

(a) Refund Upon Cancellation. In the event that Purchaser cancels this Agreement during the Cancellation Period, Seller will refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser the total amount of any and all payments made by Purchaser under this Agreement and such refund shall be made by Seller or Escrow Agent within twenty (20) calendar days after Seller's actual receipt of Purchaser's written notice of cancellation, or within five (5) calendar days after Seller's or Escrow Agent's receipt of funds from Purchaser's cleared check, whichever is later.

(b) Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

(c) Public Offering Statement. **Seller is required to provide the Association with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the Association for inspection as part of the books and records of the Association.**

(d) Rescission Rights. **You may cancel this Agreement without any penalty or obligation within 10 calendar days after the date you sign this Agreement, or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services, 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the day and year first written above.

Joyce Shields Nicole

Signature: Joyce Shields Nicole

Street Address: 7541 Northwest 21st Street
City, State, Zip Code: Margate, Florida 33063
Home Telephone Number: 9549681957
Business Telephone Number:
E-Mail Address: [redacted]@yahoo.com

James Wallace Reil

Signature: James Wallace Reil

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address: [redacted]@yahoo.com

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

Signature:

SELLER:
Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager
By:

Authorized Representative

Printed Name

Acceptance Date
Sales Agent - Deborah - 63548 West

17620707-Promissory Note Multisite Collection

September 15th, 2016

Note No.: 25959731

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **JOYCE SHIELDS NICOLE and JAMES WALLACE REIL** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is **7541 Northwest 21st Street Margate, Florida 33063**, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Thirty-Nine Thousand One Hundred Fifty and 00/100 ($39,150.00)**, together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Eleven and 99/100 (11.99%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act. Maker shall pay Holder in **120** equal monthly installments of **Five Hundred Sixty-One and 46/100** Dollars **($561.46) each, with the first such installment being due and payable on** _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by Zero percent (**0.00%**) per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal

balance at the beginning of the month, times the Annual Rate, times a fraction equal to the number of days from the immediately preceding Payment Date through the date of prepayment divided by the number of days in the year. Holder will not charge any collection fee for the month of prepayment and Holder will not charge any collection fees and monthly finance charges attributable to months following any prepayment in full.

This Promissory Note is given in partial payment for a membership in the Diamond Resorts U.S. Collection (the "**Membership**"). Payment of principal, finance charges and other charges hereunder is secured by a security interest established under the Purchase and Security Agreement (the "**Agreement**") of even date herewith by and between Diamond Resorts, as seller, and Maker, as purchaser. The terms and provisions of the Agreement are hereby fully incorporated herein by this reference.

If all or any part of the Membership or an interest therein is sold or otherwise transferred by Maker (whether such interest is legal or equitable, present or future, vested or contingent) without Holder's prior written consent (which consent may be withheld for any reason whatsoever), excluding (i) the creation of a lien or encumbrance subordinate to the Agreement; (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iii) the grant of any leasehold interest of one (1) week or less not containing an option to purchase the Membership, then Holder may, at Holder's option, except to the extent prohibited by law, declare all of the amounts secured by the Agreement to be immediately due and payable.

Upon the failure of Maker to make any payment required under this Promissory Note in accordance with the terms hereof or Maker's breach of any of the other covenants or agreements contained herein or in the Agreement, then and in such event, Holder, at Holder's option, subject to any right of reinstatement to which Maker is entitled under applicable law, may (i) declare, without further demand, all of the amounts owed hereunder to be immediately due and payable; and (ii) pursue all rights and remedies available to Holder under this Promissory Note and the Agreement by appropriate proceedings. To the extent permitted by law, Holder shall be entitled to collect in such proceedings all expenses of enforcement, including but not limited to reasonable attorneys' fees, publication costs, costs of judgment and other searches, and court costs. Failure of Holder to exercise its available rights and remedies hereunder or as provided by law with respect to any default by Maker shall not be deemed to constitute a waiver of such rights or remedies with respect to any subsequent default, whether the same or different in nature.

In the event that any amount due under this Promissory Note is paid more than ten (10) days after the date upon which such amount is due, then Holder shall be entitled to collect a late charge from Maker in an amount equal to the lesser of (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment, provided that such amount does not exceed the maximum late charge permitted to be charged under the laws of the State of Nevada. To the extent permitted by law, Maker shall further be liable to Holder for any out-of-pocket costs incurred by Holder in the event that a check issued by Maker is dishonored for any reason.

During any time in which Maker is in default under this Promissory Note, finance charges may, at Holder's option, accrue on the actual outstanding balance on a simple interest basis at a default rate equal to the maximum lawful rate permitted to be charged by Holder under the laws of the State of Nevada. In the event that there is no such maximum lawful rate, then finance charges shall accrue on the actual outstanding balance on a simple interest basis during such period at a default rate of twenty-five percent (25%) per annum.

In the event that counsel is employed to collect all or any part of the indebtedness evidenced hereby, whether at maturity or following acceleration, to the extent permitted by law Maker agrees to pay Holder's reasonable attorneys' fees, whether suit be brought or not (including any fees associated with appeals or bankruptcy proceedings), and all other costs and expenses reasonably incurred in connection with Holder's collection efforts.

Maker and any endorser, guarantor, or surety, jointly and severally, hereby waive presentment, protest, demand, notice of protest, and dishonor of this Promissory Note, and expressly agree that this Promissory Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker or any endorser, guarantor, or surety hereof. To the extent not prohibited by applicable law, Maker also waives any rights to any stay of execution and the benefit of all homestead and/or other exemption laws now or hereafter in effect.

This Promissory Note shall be the joint and several obligation of each person signing below and shall apply to and bind each of them and each of their respective heirs, successors, personal representatives, and assigns.

The validity, construction, and enforceability of, and the rights and obligations of Maker and Holder under, this Promissory Note shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

In the event that any one or more of the provisions of this Promissory Note shall for any reason be held to be invalid or unenforceable, in whole or in part or in any respect, then such provision or provisions only shall be disregarded as though not contained herein and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

It is the intent of Holder to comply fully with all interest and usury laws of the State of Nevada, as currently enacted or hereafter in effect. Notwithstanding any provision hereof to the contrary, in no event shall this Promissory Note require the payment or permit the collection of interest in excess of the maximum amount of interest permitted under the laws of the State of Nevada. In the event that the amount of interest contracted for, charged, or received under this Promissory Note exceeds the maximum amount of interest permitted under the laws of the State of Nevada, then the provisions of this paragraph shall govern and control, and neither

Maker nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it exceeds the maximum amount of interest permitted under the laws of the State of Nevada. Any such excess interest which may have been collected by Holder shall, at the option of Holder, either be applied as a credit against the unpaid principal balance hereof or be refunded to Maker, and the effective rate of interest shall be reduced to the maximum rate of interest permitted to be charged under the laws of the State of Nevada.

Except for any notice required under applicable law to be given in another manner, any notice that either party desires or is required to give the other party under this Promissory Note shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) three (3) business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) one (1) business day after being sent via overnight courier service such as Federal Express, addressed to the applicable party at the address therefor stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this paragraph. If Maker consists of more than one (1) person, then notice to any of them shall be deemed to constitute notice to all of them.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAKER:

Joyce Shields Nicole
Joyce Shields Nicole
Printed Name

James Wallace Reil
James Wallace Reil
Printed Name

Printed Name

Printed Name

17620707-Diamond Bonus Points Acknowledgement

ACKNOWLEDGEMENT

Diamond Bonus Points / Diamond Dream Holiday Package

Sale Date: September 15th, 2016

Diamond Bonus Points:

___ ___ ___ ___ I/We understand if I/we choose to use bonus points to book THE Club® reservations of my/our choice, the term of eligibility to use these points along with any other qualifying loyalty benefits is from time of qualification until December 31st, 2018.

___ ___ ___ ___ I/We understand increased membership level will not be reflected on my account until I have fulfilled the qualifications for Diamond Bonus Points activation. Activation occurs when at least 15% down payment has been received and membership has been setup or 10% down payment has been received plus four consecutive monthly payments have been made on the purchase loan.

___ ___ ___ ___ I/We understand Diamond Bonus Points will be exempt from incurring annual per point maintenance fees, however, I/We will be responsible for Club fees applicable to the Bonus Points for the time period in which they may be used

Diamond Dream Holiday Package:

___ ___ ___ ___ I/We understand if I/we choose to use bonus points to book a Diamond Dream Holiday Package, reservations must be made 120 days in advance of arrival.

___ ___ ___ ___ I/We understand travel must be completed by September 15, 2017, which is 365 days from the purchase date.

___ ___ ___ ___ I/We understand all flights must originate and return from the same major US airport. All flights are booked economy coach class. Additional restrictions may apply.

___ ___ ___ ___ I/We understand there will be a $99 reservation fee for all Diamond Dream Holiday reservations.

___ ___ ___ ___ I/We understand Diamond Loyalty upgrades do not apply to the Diamond Dream Holiday.

___ ___ ___ ___ I/We understand there are blackout dates five (5) days before and after President's Day, Easter, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day.

___ ___ ___ ___ I/We understand once confirmed, all Diamond Dream Holiday reservations are final.

___ ___ ___ ___ I/We acknowledge that I/we have received a Diamond Dream Holiday TRIFOLD Brochure that explains the details of participation and the telephone number to book my vacation.

PURCHASER(S):

Joyce Shields Nicole
Joyce Shields Nicole
Printed Name

James Wallace Reil
James Wallace Reil
Printed Name

Printed Name

Printed Name

REV.6292016_esig12152015

Diamond Resorts

17620707-Truth in Lending Disclosure Multisite Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Joyce Shields Nicole
Name

James Wallace Rell
Name

Name

Name

7541 Northwest 21st Street
Address

Margate, Florida 33063
City/State/Zip

25959731
Promissory Note Number

9549681857
Home Telephone

Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $26,000.00
12.2543 %	$28,945.20	$39,150.00	$68,095.20	$94,095.20

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee =	Total Payment		
120	$561.46	+ $6.00 =	$567.46		November 1st, 2016 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Default Rate:

Variable Rate: ☐ (This paragraph applies only if checked.) You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, your interest rate will increase by Zero percent (0.00%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from $567.46 to $567.46.

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

Joyce Shields Nicole
Joyce Shields Nicole
Printed Name

James Wallace Rell
James Wallace Rell
Printed Name

Printed Name

Printed Name

September 15th, 2016
Date

Rev 08/10 - (10072010)_e_slz_03_21_2016

Diamond Resorts

17620707-Truth in Lending Disclosure Multisite Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:
Joyce Shields Nicole
Name

James Wallace Rell
Name

Name

Name

7641 Northwest 21st Street
Address

Margate, Florida 33063
City/State/Zip

25969731
Promissory Note Number

9549681957
Home Telephone

Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $26,000.00
12.2543 %	$28,945.20	$39,150.00	$68,095.20	$94,095.20

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee =		Total Payment	
120	$561.46	+	$6.00	= $567.46	November 1st, 2016 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: ☐ (This paragraph applies only if checked.) You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, your interest rate will increase by Zero percent (0.00%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from $567.46 to $567.46.

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

Joyce Shields Nicole
Joyce Shields Nicole
Printed Name

James Wallace Rell
James Wallace Rell
Printed Name

Printed Name

Printed Name

September 16th, 2016
Date

Rev 08/10 - (10072010)_e_sig_03_21_2016

Surepay Automatic Payment Plan Form

Loan Number: [redacted]9731
Borrower(s) Name(s): JOYCE SHIELDS NICOLE & JAMES WALLACE REIL
Address: 7541 NW 21ST ST
MARGATE FL 33063

Please remit a voided check (checking account) or savings account information on bank letterhead (savings account)with authorization form

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS(ACH DEBITS)

I (we) hereby authorize Diamond Resorts Financial Services, Inc., or successor servicer, hereinafter called COMPANY, to initiate debit entries to my (our) __Checking Account, __ Savings Account (select one) indicate below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account I (we) acknowledge that the origination of ACH transactions to my(our) account must comply with the provisions of U.S. law.

Depository Name	City	State	Zip

Routing Number	Account Number	Payment Amount $567.46	Additional Principal

This authorization is to remain in full force and effect until COMPANY has received written notification from me(either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it Please allow 10 days for all changes to be effective.

Please Print - Name(s)	Loan Account No: 0025959731
Signature	Date:
Signature	Date:

Mail Completed Form to:
Diamond Resorts Financial Services, Inc.
Attn: Loan Servicing
10600 West Charleston Boulevard
Las Vegas, NV 89135

Temporary Payment Coupons

DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK

Loan No: [redacted]9731

Amount enclosed:

JOYCE SHIELDS NICOLE & JAMES WALLACE REIL
7541 NW 21ST ST
MARGATE FL 33063

Make checks payable to: Diamond Resorts Financial Services, Inc.

Please Remit Payment to:
Diamond Resorts Financial Services, Inc.
P.O. Box 60480
Los Angeles, CA 90060-0480

DETACH AND RETURN THE BOTTOM PORTION WITH YOUR PAYMENT WRITE YOUR ACCOUNT NUMBER ON YOUR CHEQUE

Loan No: [redacted]9731

Amount enclosed:

JOYCE SHIELDS NICOLE & JAMES WALLACE REIL
7541 NW 21ST ST
MARGATE FL 33063

Make checks payable to: Diamond Resorts Financial Services, Inc.

Please Remit Payment to:
Diamond ResortsFinancial Services, Inc.
P.O. Box 60480
Los Angeles, CA 90060-0480

17620707-STD Signature Verification

SIGNATURE VERIFICATION

I(We), **JOYCE SHIELDS NICOLE and JAMES WALLACE REIL**, by my/our execution hereof, hereby certify that the signature(s) below correspond to my/our true and legal name(s).

Joyce H. Nicole	
Signature	Signature
Joyce Shields Nicole	**James Wallace Reil**
Printed Name	Printed Name
Signature	Signature
	James Wallace Reil
Printed Name	Printed Name

WITNESSES:

Kathy Fugate	Deborah West
Signature	Signature
Kathy Fugate	DEBORAH WEST
Printed Name	Printed Name

ISSUED FOR TRUE COPY

esig01-25-16

Diamond Resorts U.S. Collection

17620707-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **September 15th, 2016** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
3.5% Buyer Financed Closing	BUY	1		
DEP - *Diamond Bonus Points	SEL	20000		
US Owner Kit Tablet Point	SEL	1		

*Additional Amount(s): **$0.00**

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

Joyce Shields Nicole — Date: September 15th, 2016

Signature: **Joyce Shields Nicole**

James Wallace Reil — Date: September 15th, 2016

Signature: **James Wallace Reil**

Date: September 15th, 2016

Signature:

Date: September 15th, 2016

Signature:

SELLER:

September 15th, 2016

Signature — Date

Printed Name

4814_Rev 4-5-2012_esig02232016

Diamond Resorts U.S. Collection

17620707-FDI Acknowledgement DDH

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PURCHASER:

Joyce Shields Nicole — Date: September 15th, 2016

Signature: Joyce Shields Nicole

James Wallace Reil — Date: September 15th, 2016

Signature: James Wallace Reil

Date: September 15th, 2016

Signature:

Date: September 15th, 2016

Signature:

SELLER:

September 15th, 2016

Signature — Date

Printed Name

4814_Rev 4-5-2012_esig02232016

FL- Diamond Resorts U.S. Collection

17620707-DRUSC Florida Purchaser Understanding and Acknowledgement

PURCHASER'S UNDERSTANDING AND ACKNOWLEDGMENT OF TIMESHARE MEMBERSHIP PURCHASE

On behalf of Diamond Resorts International®, we welcome you as a Member of one of the most flexible and enjoyable vacation plans anywhere in the world. To help reassure your understanding, please review and initial each of the following items. Unless context suggests otherwise, capitalized terms used have the meaning given them in the Collection Instruments.

JHN JWR 1. I understand title or other beneficial interest to all the timeshare intervals included in Diamond Resorts U.S. Collection (the "**Collection**") will be held in Trust by an independent Trustee, which holds title on behalf of and for the benefit of all the Collection Members. Additionally, I understand that I will receive a Collection Membership Certificate and an Eagle 9 UCC Vacation Interest Insurance Policy within 6 to 8 weeks after closing. My Membership is intended to be perpetual in nature and can be passed to my heir.

JHN JWR 2. I understand that I am purchasing 20000 Points today at an aggregate purchase price of **$64,400.00**. My first year's maintenance fees on these Points is estimated to be **3,636.00** and if my first use year is within the current calendar year, it is estimated that I will be billed within 45 days of this purchase. My first use year begins **2017**, when I will receive my first allocation of timeshare points ("**Points**").

JHN JWR 3. I may use my Points to reserve, use and occupy any ***available*** Collection Accommodation, up to my available Points allocation, according to the then-current Regulations. I may make a reservation at any Collection resort, in different-sized units, for different lengths of stays, for any time during the year. Unless indicated otherwise in THE Club® Points Directory, the minimum stay is 2 nights within the Collection and all reservations are subject to availability.

JHN JWR 4. Points are valid only in the year they are allotted, and if not used (or saved), will expire on December 31st of that year. I understand that if I do not use my Points, I may save them for use in the upcoming year by calling the reservation office. The earlier in the current year that I call, the higher number of Points I may save for the next year. If I call prior to **June 30th**, I can save up to 100% of them. If I call by August 31st, I can save up to 50%. I If I call by October 31st, I can save up to 25%. If I call after October 31st, I cannot save any Points.

JHN JWR 5. I understand that I may also borrow Points from the upcoming year to use in the current year by calling the reservation office at any time. When I call, I must be current in my annual assessments (described below in paragraph 14) and I must pay all or a portion of my annual assessments for the upcoming year.

JHN JWR 6. I understand that my Collection Membership entitles me to an allotment on January 1st each year of that number of Points that I have purchased today.

JHN JMR 7. Diamond Resorts International Club, Inc. ("**DRIC**") has agreed to include Members of the Diamond Resorts U.S. Collection Members Association ("**Association**") in THE Club exchange program ("**THE Club**"). If I enroll as a member of THE Club®, I can use part or all of my annual allotment of Collection Points to reserve accommodations in any THE Club exchange resort.

JHN JMR 8. I have received and reviewed copies of THE Club Points Directory and THE Club Benefits Directory (together referenced "**THE Club® Directory**"), which describe THE Club current exchange resort destinations and their Points values. It also includes instructions for making a reservation and calculating the number of Points that I will need for each of my vacations. I understand that THE Club® Directory will be updated periodically, and that the resorts included in THE Club exchange may change without notice.

JHN JMR 9. As described in THE Club Directory, I may make a reservation as early as 13 months in advance of my desired vacation check-in date at any of the Home Collection resorts. I may make a reservation at any other THE Club® exchange resort as early as 10 months in advance of my desired vacation check-in date.

JHN JMR 10. I have received THE Club Benefits Directory, which describes the various types of Club member benefits such as travel, home and lifestyle, money matters and, depending on the number of points purchased, Loyalty tier benefits. These benefits currently include, but are not limited to, airline flights, cruises, discount cards, legal protection plans, and for Gold and Platinum members, access to Diamond Luxury Selection. I understand that these are incidental benefits, and their terms, may be changed, substituted, or terminated at any time without notice. Some benefits may not be available to all membership types.

JHN JMR 11. When I occupy the accommodations at THE Club exchange resorts, I will abide by THE Club exchange resorts rules and regulations, including the occupancy limits and check-in and check-out times set for the unit.

JHN JMR 12. If I cancel a confirmed reservation less than 91 days before my scheduled arrival date, I will lose some or all of the Points used to make that reservation. If I fail to occupy a unit that I reserved, I will not be refunded my Points used to make that reservation, unless I have also purchased the optional Reservation Protection Plan (RPP) service.

JHN JMR 13. I understand that all Collection resorts and THE Club exchange resort reservations are confirmed pursuant to the Collection and/or exchange rules on a "first-come, first-served" space-available basis and are not guaranteed.

JHN JMR 14. I understand that if I become a member of THE Club, I will automatically become a member of the Interval International exchange program ("II") at no extra cost to me. This membership is exclusively for the purpose of requesting an II exchange using Points and if I request an exchange through II, I will pay an exchange fee to II. I understand that THE Club® may change or cancel its affiliation agreement with II at any time.

JHN JWR 15. I acknowledge that I will be billed annually by the Association an assessment fee, which may be collected together with the membership fee and dues for THE Club. These fees are related to the operation of THE Club and the Collection and cover my share of the resort operation, maintenance and property taxes, which may be modified annually as determined DRIC or by the Association. I understand that I must be current on all fees in order to make reservations, to stay at either a Collection resort, THE Club exchange resort or Interval International resort, to save or borrow Points or to conduct any other transaction relating to my Points.

JHN JWR 16. I have acquired a Collection Membership for my own personal use and enjoyment. No representations of any nature concerning investment potential, refinancing, rental returns, tax advantages, appreciation/depreciation, or other possible financial benefits have been made by Seller or any of its agents. I understand that I may periodically rent or allow others to use my use rights, but that **I may not use the Collection Accommodations for any commercial purposes, including but not limited to commercial renting activities. I understand that public advertising in print or online to seek renters is deemed a prohibited commercial use.**

JHN JWR 17. I may sell my Membership rights, subject to a transfer fee. I acknowledge, however, that my membership in THE Club will terminate upon any transfer and the new owner will be obligated to purchase either a THE Club exchange membership from DRIC, or a Collection membership. No transfer fee or exchange purchase requirement will apply if my Membership passes to my heir upon my death.

JHN JWR 18. I understand that currently, the Seller nor the Developer offer a resale, buyback or rental program.

JHN JWR 19. I understand my Purchase and Security Agreement contains the entire agreement between Seller and me. I have not relied and may not rely upon any representations, whether oral or written, which are not set forth in the Purchase and Security Agreement. I further understand that if permitted by controlling state law, the Collection Instruments, THE Club Directory, THE Club Exchange Documents, the Interval International Document, the Regulations and the Privacy Policy may be delivered to me electronically in CD form. I understand that hard copies of such documents are available to me upon request.

JHN JWR 20. I understand that, if I fail for any reason to satisfy all of my financial obligations to Seller and the Association on a timely basis, I will be in default under my Purchase and Security Agreement and the Collection Instruments. If such default is not promptly cured, my Membership (ownership) may be terminated, whereupon I will forfeit all amounts previously paid to Seller and to the Association.

JHN JWR 21. By initialing here, I authorize Diamond Resorts International Marketing, Inc., and/or its affiliates and successors to text me or call my cell/telephone number listed below with a telephone dialing system regarding promotional offers, regardless of any prior election to the contrary. I understand that I am not required to give consent as a condition of purchasing any goods or services.

Home Phone: 9549681957; Cellular Phone: 3522623899

Each Purchaser signing this Purchaser's Understanding and Acknowledgment of Timeshare Membership Purchase, above initialed by at least one of them, has read and understands the content of the Purchase and Security Agreement. The references to "I," "me," "my," and "myself" above include all Purchasers named below.

PURCHASER:

Joyce Shields Nicole — September 15th, 2016
Signature — Date

Joyce Shields Nicole
Printed Name

Joyce Shields Nicole — September 15th, 2016
Signature — Date

James Wallace Reil
Printed Name

James W Reil — September 15th, 2016
Signature — Date

JAMES W. REIL
Printed Name

James Wallace Reil — September 15th, 2016
Signature — Date

JAMES WALLACE REIL
Printed Name

Rev 7-23-2014

========== TRANSACTION RECORD ==========
1st AM - Diamond - The Club
400 S. Rampart Blvd.
Las Vegas, NV 89145
United States

TYPE: Purchase

ACCT: Mastercard $ 13,000.00 USD

CARD NUMBER : [redacted]
DATE/TIME : 15 Sep 16 14:50:16
REFERENCE # : 0001 0197 M
AUTHOR. # : 005032
TRANS. REF. :

Approved - Thank You 00

SIGNATURE

Joyce Hibrite

Please retain this copy for your records.

Cardholder will pay above amount to card issuer pursuant to cardholder agreement.

==========

954-768-1957
125 28 0685
EMAIL ADDRESS
FINEX SERVICES HELP@DIAMONDREVENUES.COM

========== TRANSACTION RECORD ==========
1st AM - Diamond - The Club
400 S. Rampart Blvd.
Las Vegas, NV 89145
United States

TYPE: Purchase

ACCT: Mastercard $ 13,000.00 USD

CARD NUMBER : [redacted]
DATE/TIME : 15 Sep 16 14:51:02
REFERENCE # : 0001 0585 M
AUTHOR. # : 03085Z
TRANS. REF. :

Approved - Thank You 00

SIGNATURE

Please retain this copy for your records.

Cardholder will pay above amount to card issuer pursuant to cardholder agreement.
==========

First American

400 S Rampart Blvd Ste 290,
Las Vegas NV 89145

0100186332140263531

Transmittal

10/06/2016

Order No: Diamond Resorts US Collection - 17620707

Joyce Shields Nicole
7541 Northwest 21st Street
Margate FL 33063

Enclosed please find 1 attached documents.

First American Title Company
Vacation Ownership Services

Page Count 5

First American
Title Company
VACATION OWNERSHIP SERVICES

October 5, 2016

Joyce Shields Nicole

7541 Northwest 21st Street

Margate, FL 33063
UNITED STATES

Enclosed is your Vacation Interest Policy. The purpose of the policy is to show proof of ownership and to ensure your property is owned free and clear. We assure you that you have been covered by this policy since you closed on your purchase. Please retain this letter and your policy with your other important documents regarding this transaction. **You are not responsible for paying the $30 premium.**

Thank you for closing your recent timeshare purchase with First American Title Insurance Company. We appreciate your business and look forward to serving your future real estate needs.

A complete and permanent file of the records concerning this transaction will be maintained in our office under the below assigned policy number. When contacting our office for any questions you may have in reference to your coverage, please have the resort name and this number handy prior to your call.

To contact us, please call us toll free at 866-639-9203 or email us at VacationFirst@firstam.com.

Sincerely,

First American Title Insurance Company

Resort: **Diamond Resorts U.S. Collection**
Policy Number: U-2488428

First American Title™	Eagle 9® UCC Insurance Vacation Interest Policy ISSUED BY **First American Title Insurance Company**
UCC Vacation Interest Policy	POLICY NUMBER **5026300 –U-2488428**

COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS TO COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS AND STIPULATIONS, ***FIRST AMERICAN TITLE INSURANCE COMPANY,*** a Nebraska corporation (the "Company"), insures, as of Date of Policy, against actual loss or damage, not exceeding the Maximum Amount of Insurance, sustained or incurred by the Insured or by the Insured Lender by reason of:

1. The failure of the Developer or the Association, as the case may be, to have available for transfer to the Insured the Vacation Ownership interest;
2. The Insured not having ownership of the Vacation Ownership Interests;
3. The existence of any Security Interest of any Secured Party Perfected against the Developer or Association in any portion of the Vacation Ownership Interests;
4. The existence of any Security Interest of any Secured Part Perfected against an owner of the Vacation Ownership Interests other than the Developer or the Association in any portion of the Vacation Ownership Interests;
5. The existence of any Lien of any Lien Creditor in any portion of the Vacation Ownership Interests suffered by the Developer or the Association;
6. The existence of any Lien of any Lien Creditor in any portion of the Vacation Ownership Interests suffered by an owner of the Vacation Ownership Interests other than the Developer or the Association; and
7. The existence of any perfected federal or state tax lien in any portion of the Vacation Ownership Interests.

The Company will also pay the costs, legal fees and expenses incurred in defense of the Insured or the Insured Lender, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, First American Title Insurance Company has caused this policy to be signed by its duly authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

This jacket was created electronically and constitutes an original document

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, legal fees or expenses that arise by reason of:

1. Perfection by a Secured Party of a Security Interest in any portion of the Vacation Ownership Interests by any method other than by the Filing of a Financing Statement.
2. Any claim arising: (a) as a result of the operation of bankruptcy, receivership, assignment for the benefit of creditors, insolvency or similar creditors' rights Laws or proceedings and any Laws that operate only in the event of such proceedings, including any claim that is based upon fraudulent transfer or fraudulent conveyance, the application of the doctrine of equitable subordination, or preferential transfer; or (b) out of any case filed by or against the Developer or the Association under the Bankruptcy Code.
3. An Adverse Interest:
   (a) created, suffered, assumed, or agreed to by an Insured Claimant;
   (b) not Known to the Company, but Known to an Insured Claimant or of which an Insured Claimant has Notice;
   (c) resulting in no loss or damage to an Insured Claimant; or
   (d) attaching or created subsequent to Date of Policy.

CONDITIONS AND STIPULATIONS

A. Definition of Terms

1. Any capitalized term or phrase used in this policy, not defined in this policy, and defined or used in the Uniform Commercial Code, shall have the meaning given to it in the Uniform Commercial Code by definition or applicable usage. If a term is defined or used in Article 9 of the Uniform Commercial Code and is defined or used in a different manner in another article of the Uniform Commercial Code, the definition or usage in Article 9 shall control.
2. The following terms when used in this policy mean:
   (a) "Adverse Interest": (1) the Vacation Ownership Interests not being available to the Developer or the Association, as the case may be, for transfer to the Insured or the Insured not having ownership of the Vacation Ownership Interests, in each case as insured under Insuring Clauses 1 and 2 above, or (2) a Security Interest, Lien of a Lien Creditor, or a state or federal tax lien that impairs the Unencumbered Lien Status of the Vacation Ownership Interests and is not listed on Schedule B.
   (b) "Amount of Insurance": as defined in Section F, paragraph 2 of these Conditions and Stipulations.
   (c) "Article 9": Article 9 of the uniform version of the Uniform Commercial Code, without regard to the adoption of the Uniform Commercial Code in the Jurisdiction.
   (d) "Association": the entity specified in paragraph 4 of Schedule A, and its successors or assigns.
   (e) "Bankruptcy Code": Title 11 of the United States Code, as amended.
   (f) "Date of Policy": the policy date specified in Schedule A.
   (g) "Developer": the transferor of the Vacation Ownership Interests identified in paragraph 3 of Schedule A, and its successors or assigns.
   (h) "File", "Filing", or "Filed": file, record, and/or register in the Public Records of the Filing Office.
   (i) "Filing Office": the governmental or quasi-governmental agency or agencies and their locations shown in Schedule B.
   (j) "Governing Documents" : the Declaration of Restrictions ("C, C, & R's"), Articles of Incorporation (or Association), Bylaws, Management Agreement, Rules and Regulations, or any other agreements or documents governing the Vacation Ownership Interests, the Vacation Ownership Plan, or the Vacation Reservation System, as each exists as of Date of Policy or as each may be amended or supplemented from time to time.
   (k) "Insured": the party or parties named in paragraph 1 of Schedule A
   (l) "Insured Claimant": either (1) the Insured, or (2) the Insured Lender, as the case may be, making the claim at issue under this policy.
   (m) "Insured Lender": the financial institution named in paragraph 2 of Schedule A, and its successors and assigns.
   (n) "Jurisdiction": the State whose law applies, as applicable, to the Unencumbered Lien Status of the Vacation Ownership Interests, the Attachment of any Security Interest in the Vacation Ownership Interests, the Perfection of any Security Interest in the Vacation Ownership Interests, or the Priority of any Security Interest in the Vacation Ownership Interests.
   (o) "Law" or "Laws": law(s), by-law(s), ordinance(s), order(s), code(s), rule(s), or governmental regulation(s) of executive or legislative branches of government.
   (p) "Maximum Amount of Insurance": the Maximum Amount of Insurance specified in Schedule A.
   (q) "Project": the resort accommodations

dedicated for the creation of vacation ownership interests, of which the Vacation Ownership Interests of the Insured are a portion, specified in paragraph 5 of Schedule A.

(r) "Public Records": those records maintained by the Filing Office.

(s) "Schedule A": Schedule A attached hereto.

(t) "Unencumbered Lien Status of the Vacation Ownership Interests": the status of the Vacation Ownership Interests as being free and clear of any Security Interest, Lien of a Lien Creditor, or a state or federal tax lien that impairs the Vacation Ownership Interests, as insured, and is not listed on Schedule B.

(u) "Uniform Commercial Code": the Uniform Commercial Code as in effect in the Jurisdiction.

(v) "Vacation Ownership Interests": the symbolic units of measurement of the rights of the Insured to enjoy certain use rights to the Project, accompanying the Insured's Vacation Ownership Plan within the Vacation Reservation System, specified in paragraph 5 of Schedule A.

(w) "Vacation Ownership Plan": the vacation ownership program specified in paragraph 5 of Schedule A, which is coupled with a membership interest in the Association, which Vacation Ownership Plan entitles the Insured to use or other rights in the Project.

(x) "Vacation Reservation System": the vacation reservation system of the Developer specified in paragraph 5 of Schedule A.

(y) "Value of the Vacation Ownership Interests": the fair market value of the Vacation Ownership Interests as of the date of the notice of a claim provided by an Insured Claimant to the Company in accordance with Section B of these Conditions and Stipulations.

B. Notice of Claim to be Given by Insured Claimant:

An Insured Claimant shall promptly notify the company in writing in the event of each of the following:

1. Any litigation or other proceeding as set forth in Section C, paragraph 1 below; and
2. An Insured Claimant shall acquire Knowledge of any Adverse Interest which might cause loss or damage for which the Company may be liable by virtue of this policy.

C. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.

1. Upon written request by the Insured or the Insured Lender, as the case may be, and subject to the options contained in Section E of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of the Insured or the Insured Lender, as the case may be, in litigation or other proceeding in which any third party asserts an Adverse Interest. The Company shall have the right to select lawyer(s) of its choice to represent the Insured or the Insured Lender, as the case may be, as to the litigation or other proceeding and shall not be liable for and will not pay the fees of any other lawyer(s).
2. The Company will not pay any fees, costs or expenses (a) incurred in the defense of those allegations or causes of action which allege matters not insured against by this policy, or (b) incurred by the Insured or the Insured Lender which were not authorized by the Company in writing.
3. The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which, in its opinion, may be necessary or desirable to establish the Unencumbered Lien Status of the Vacation Ownership Interests, to maintain the Unencumbered Lien Status of the Vacation Ownership Interests, to remove an Adverse Interest, or otherwise to prevent or reduce loss or damage to the Insured or the Insured Lender. The Company may take any appropriate action under the terms of this policy, whether or not the Company shall be liable under this policy. The taking of action by the Company shall not concede any liability by the Company or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
4. Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation or proceeding to final determination by a court of competent jurisdiction. The Company reserves the right, in its sole discretion and at its expense, to appeal from any adverse ruling, judgment, decree, order or similar determination.
5. In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured or the Insured Lender, as the case may be, shall secure to the Company the right to prosecute, or provide defense in, the action or proceeding, and all appeals related to the action or proceeding. The Insured or the Insured Lender, as the case may be, shall permit the Company to use, at its option, the name of the Insured or the Insured Lender, as the case may be, for this purpose. Whenever requested by the Company, the Insured, or the Insured Lender, as the case may be, at the Company's expense, shall give the Company all reasonable assistance:
   (a) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

(b) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish or maintain either (a) the Unencumbered Lien Status of the Vacation Ownership Interests or (b) any matter covered by insuring clauses 1 and 2 above.

D. Proof of Loss or Damage.

1. In addition to and after the notices required under Section B of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by an Insured Claimant shall be furnished to the Company within 90 days after an Insured Claimant shall ascertain the facts giving rise to the loss or damage.
2. The proof of loss or damage shall describe the Adverse Interest or other matter insured against by this policy which constitutes the basis of loss or damage and shall state the basis of calculating the amount of the loss or damage.
3. An Insured Claimant shall, in the discretion of the Company, be required to submit to examination under oath by any authorized representative of the Company.
4. An Insured Claimant shall produce for examination, inspection and copying, at such times and places as may be designated by any authorized representative of the Company, all documents, instruments, writings, policies of insurance, records, books, ledgers, checks, correspondence, electronic files, e-mails, disks, tapes, memoranda, and other evidence, whether bearing a date before or after Date of Policy, which, in the opinion of the Company, may pertain to the loss or damage.
5. If requested by any authorized representative of the Company, an Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all documents, instruments, writings, policies of insurance, records, books, ledgers, checks, correspondence, electronic files, e-mails, disks, tapes, memoranda, and other evidence in the custody or control of a third party, whether bearing a date before or after Date of Policy and which, in the opinion of the Company, may pertain to the loss or damage, except for any of the foregoing which the Insured Claimant is prohibited from disclosing under applicable Law, including but not limited to, consumer protection Laws.
6. All information designated as confidential by an Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the opinion of the Company, it is appropriate in the administration of the claim.

E. Options to Pay or Otherwise Settle Claims; Termination of Liability.

In case of a claim under this policy, the Company shall have the following additional options:

1. To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance, together with any costs, legal fees and expenses incurred by an Insured Claimant, which were authorized by the Company up to the time of payment or tender of payment which the Company is obligated to pay. Upon the exercise by the Company of its option provided for in this paragraph, all liability and obligations to the Insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation or proceeding, and this policy shall be surrendered to the Company for cancellation.
2. To Pay or Otherwise Settle with Parties Other Than an Insured Claimant or With an Insured Claimant.
   (a) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy, together with any costs, legal fees and expenses incurred by an Insured Claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or
   (b) To pay or otherwise settle with an Insured Claimant the loss or damage provided for under this policy, together with any costs, legal fees and expenses incurred by an Insured Claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

   Upon the exercise by the Company of either of the options provided for in paragraphs 2(a) or (b), the Company's obligations to the Insured or the Insured Lender, as the case may be, under this policy for the claimed loss or damage, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation or proceeding.

F. Determination and Extent of Liability; Amount of Liability.

1. This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent described in this policy.
2. "Amount of Insurance" means, and the liability of the Company under this policy shall not exceed:
   (a) In the event that the Insured does not have ownership of the Vacation Ownership Interests, the lesser of:
      (i) the Maximum Amount of Insurance specified in Schedule A; or
      (ii) as to the Insured Lender, either (A) any outstanding indebtedness owed by the Insured to the Insured Lender and incurred to finance the Insured's acquisition of the Vacation Ownership

Interests, or (B) in the event of the collateral assignment by the Developer or the Association, as the case may be, of any Payment Intangibles or other evidence of the outstanding indebtedness owed by the Insured to the Developer or the Association, as the case may be, incurred to finance the Insured's acquisition of the Vacation Ownership Interests, as collateral security for the payment or performance of indebtedness owed by the Developer or the Association as the case may be, to the Insured Lender, the amount of such outstanding indebtedness owed by the Insured to the Developer or the Association, as the case may be.

(b) For all other claims under this policy, the least of:

(i) the Maximum Amount of Insurance specified in Schedule A;

(ii) the amount by which the Value of the Vacation Ownership Interests is reduced by the Adverse Interest; and

(iii) as to the Insured Lender, either (A) any outstanding indebtedness owed by the Insured to the Insured Lender and incurred to finance the Insured's acquisition of the Vacation Ownership Interests, or (B) in the event of the collateral assignment by the Developer or the Association, as the case may be, of any Payment Intangibles or other evidence of the outstanding indebtedness owed by the Insured to the Developer or the Association, as the case may be, incurred to finance the Insured's acquisition of the Vacation Ownership Interests, as collateral security for the payment or performance of indebtedness owed by the Developer or the Association as the case may be, to the Insured Lender, the amount of such outstanding indebtedness owed by the Insured to the Developer or the Association, as the case may be.

3. The Company will pay only those costs, legal fees and expenses incurred in accordance with Section C of these Conditions and Stipulations.
4. The liability of the Company under this policy shall be reduced as provided in Section H of these Conditions and Stipulations.
5. The Company will not pay a claim resulting in no loss or damage to an Insured Claimant.
6. If the Company is prejudiced by the failure of the Insured or the Insured Lender, as the case may be, to perform any of its agreements or obligations under this policy, the Company's liabilities or obligations to the Insured or the Insured Lender, as the case may be, under this policy shall be reduced or terminated to the extent the failure prejudices the Company.

G. Limitation of Liability.

1. The Company shall have fully performed its obligations with respect to a matter and shall not be liable for any loss or damage caused by the matter if the Company:
   (a) removes the Adverse Interest, or
   (b) otherwise establishes the Vacation Ownership Interests, as insured, in a reasonably diligent manner by any method, including litigation or other proceeding and the completion of any appeals related to the litigation.
2. The Company shall not be liable for loss or damage to the Insured or the Insured Lender, as the case may be, for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

H. Reduction of Insurance; Reduction or Termination of Liability.

All payments under this policy, except payments made for costs, legal fees, and expenses, which were authorized by the Company in writing, shall reduce the Amount of Insurance pro tanto.

I. Liability Noncumulative.

The Company shall have the right in its discretion to pay any amount due under this policy first to the Insured Lender and the balance, if any, to the Insured and the amount so paid shall reduce the Maximum Amount of Insurance and be deemed a payment under this policy.

It is expressly understood that the Maximum Amount of Insurance shall be reduced by any amount the Company may pay under any EAGLE 9™ UCC Insurance Policy insuring the Attachment, Perfection or Priority of a Security Interest listed on Schedule B or an Adverse Interest as to which the Insured or the Insured Lender, as the case may be, has agreed, assumed, or taken subject, or an Adverse Interest which is hereafter granted in the Vacation Ownership Interests by the Insured or the Insured Lender, as the case may be, and the amount so paid shall be deemed a payment under this policy.

J. Payment of Loss.

1. No payment shall be made without producing this policy for endorsement as to the payment made unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
2. In the event of any litigation or proceeding, including litigation or proceedings instituted by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals related to such litigation or other proceeding.
3. The loss or damage shall be payable within 30 days after the liability and the extent of loss or

damage has been definitely fixed in accordance with these Conditions and Stipulations.

K. Subrogation Upon Payment or Settlement.

1. Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of an Insured Claimant.
2. The Company shall be subrogated and entitled to all rights and remedies which an Insured Claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, an Insured Claimant shall transfer to the Company, in a form satisfactory to the Company, all rights and remedies against any person or property necessary in order to perfect this right of subrogation. An Insured Claimant shall permit the Company to sue, compromise or settle in the name of an Insured Claimant and to use the name of an Insured Claimant in any transaction, litigation or other proceeding involving these rights or remedies.
3. If a payment on account of a claim does not fully cover the loss of an Insured Claimant, the Company shall be subrogated to all rights and remedies of an Insured Claimant after such Insured Claimant shall have recovered the amount by which the Value of the Vacation Ownership Interests is reduced by an Adverse Interest.
4. The Insured will not take any action that unreasonably impairs the Company's rights of subrogation.

L. Liability Limited to This Policy; Policy Entire Contract.

1. This policy together with all endorsements, if any, attached to this policy by the Company is the entire policy and contract between the Insured and the Insured Lender and the Company. Without limiting the foregoing, all prior or contemporaneous oral agreements, understandings, representations and statements are merged into this policy and shall be of no further force or effect. In interpreting any provision of this policy, this policy shall be construed as a whole.
2. Any modification, amendment or alteration of the terms of this policy shall be effective only if made by a written endorsement attached to this policy and signed by any President, Vice President, Secretary, Assistant Secretary, validating officer or other authorized signatory of the Company.
3. Each endorsement attached to this policy at any time is made a part of this policy and is subject to all of the terms and provisions of this policy. Unless otherwise expressly set forth in the endorsement, it shall not (i) modify any of the terms and provisions of this policy or other endorsements, (ii) extend Date of Policy or the date of any endorsements, or (iii) increase the Maximum Amount of Insurance.
4. Any claim of loss or damage, whether or not based on negligence or any other theory in tort, and which arises out of an Adverse Interest or by any action or proceeding asserting any such claim, shall be restricted to the provisions of this policy.

M. Continuation of Insurance; Assignability.

1. As to the Insured.
   This policy and the coverage provided by this policy to the Insured are not assignable or otherwise transferable in any manner except as expressly set forth in this policy. The coverage of this policy shall continue in force as of Date of Policy in favor of the Insured as long as the Insured: (a) retains an interest in the Vacation Ownership Interests; (b) holds an indebtedness secured by a purchase money security interest given by a purchaser from the Insured; or (c) has liability by reason of covenants of warranty made by the Insured in any transfer or conveyance of the Vacation Ownership Interests. This policy shall not continue in force in favor of any purchaser from the Insured of either an interest in the Vacation Ownership Interests or an indebtedness secured by a purchase money security interest given to the Insured.
2. As to the Insured Lender.
   This policy and the coverage provided by this policy to the Insured Lender shall automatically be transferred to: (a) any transferee to which the Insured Lender transfers any note or other evidence of indebtedness owed by the Insured to either the Developer or the Association, as the case may be, or to the Insured Lender, and incurred to finance the Insured's acquisition of the Vacation Ownership Interests; and (b) each successor in ownership of such indebtedness.

N. Severability.

In the event any provision of this policy is held invalid or unenforceable under applicable Law, this policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

O. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, **Attention: Claims Department, c/o UCC Insurance Division, 1 First American Way, Santa Ana, California 92707, Telephone 800-700-1191.**

SCHEDULE A

Policy Number: U-2486428
Maximum Amount of Insurance: $ 64,400.00
Premium: $ 30.00

Date of Policy: 09/30/2016

1. Insured:

   Joyce Shields Nicole and James Wallace Reil

2. Insured Lender:

   Each such third party as the Developer or its Permitted Club Developer(s), which includes the Seller as shown on your Vacation Ownership Interest purchase agreement, shall from time to time designate in writing to the Company, provided that any such third party has provided financing to the Developer, an affiliate of the Developer, or its Permitted Club Developer(s), which includes the Seller as shown on your Vacation Ownership Interest purchase agreement, collateralized by the receivable originated in connection with the sale of the Vacation Ownership Interests to which this Policy relates.

3. Developer:

   (a) Developer's current exact legal name is: Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company

   (b) During the one year period prior to Date of Policy, Developer has had the following exact legal names: same as above

4. Association:

   (a) Association's current exact legal name is: Diamond Resorts U.S. Collection Members Association, Inc., a non-stock, non-profit Delaware corporation

   (b) During the one year period prior to Date of Policy, Association has had the following exact legal names: same as above

5. The chief executive offices of the Developer and the Association are:

   10600 West Charleston Boulevard, Las Vegas, NV 89135

The Vacation Ownership Interests transferred to the Insured that are covered by this policy consist of **20,000 Points** (as that term is defined in the projects' Governing Documents) (the "**Vacation Ownership Interests**"), which Vacation Ownership Interests accompany the Insured's **Diamond Resorts U.S. Collection Members Association, Inc.** membership interest in the Association, and as to which the Developer has dedicated those certain real property interests described, from time to time, in the Governing Documents (the "**Project**").

Countersigned by:

Authorized Signatory

SCHEDULE B
EXCEPTIONS TO COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, legal fees or expenses that arise by reason of: None

First American Title

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

17620707-Substitute W9 Form

DIAMOND RESORTS
INTERNATIONAL

September 15, 2016

JOYCE SHIELDS NICOLE and JAMES WALLACE REIL

Substitute Form W-9

Account Number: **25959731**

Pursuant to Internal Revenue Code Section 6109, you are required to provide an accurate social security number or taxpayer identification number to Diamond Resorts Financial Services, Inc. in order for the company to comply with the information reporting rules set forth by the Internal Revenue Service. Failure to provide an accurate social security number or taxpayer identification number could lead to the Internal Revenue Service assessing you a penalty of $50.

If any information below is incorrect, please provide the correct information in the space provided

Name: Joyce Shields Nicole

If Business, list name: _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Trust/Estate ☐ LLC

Address: 7541 Northwest 21st Street, Margate, Florida 33063

Social Security Number: [redacted] ___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Employer Identification Number: ___ ___ - ___ ___ ___ ___ ___ ___ ___

CERTIFICATION – Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (defined in the Form W-9 instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification but you must provide your correct TIN.

Borrower: **Joyce Shields Nicole**

Signature: Joyce Shields Nicole Date: **09/15/16**

2092_esig05/26/16

Contract Number _____

Please Tell Us Why You Chose Diamond Resorts International®

You can be of great assistance to Diamond Resorts International® in our efforts to meet and exceed the needs of our members. Please tell us how you intend to use your membership in THE Club®. Thank you for your assistance.

Over the next 18 months, please check all of the following benefits of THE Club® you are most likely to use.

- ☑ Stay at any of the more than 300 Diamond Resorts International® properties
- ☐ Exchange a week with Interval International®
- ☑ Choose a week from the THE Club Combinations™ inventory
- ☑ Share my benefits of THE Club® with family or friends
- ☑ Redeem points for Member Benefits
- ☑ Use THE Club® Travel Services

Please share two Diamond Resorts International® vacation destinations you would like to visit in the next three years.

1. Spain
2. Ireland

If Diamond Resorts International® could make your dream vacation a reality, where would you love to go?

Switzerland

If you were to tell a friend about Diamond Resorts International®, what would you say are three reasons you chose to become a member of THE Club® today?

1. A lot of travel for the money.
2. Making reservations so far in advance.
3. See all the places on our bucket list.

Are you currently staying at a Diamond resort? ☐ Yes ☐ No

What is a cellular phone number where you can be reached? [redacted]-0033

Joyce H. Nicole
MEMBER SIGNATURE

MEMBER SIGNATURE

22253.0115

DIAMOND RESORTS INTERNATIONAL®
Stay Vacationed.

Diamond Resorts Corporation

17620707-Surepay Authorization Mulitsite Collection

SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("SurePay Plan") for automatic payment of your principal and interest on your Promissory Note through your checking, savings or credit card account.

Part A: Method of Payment

By indicating Automatic Checking/Savings Account Payment and signing, I (we) hereby pre-authorize **Diamond Resorts Corporation**, its subsidiary and affiliated companies (collectively referred to as "**COMPANY**") and/or its service provider ("**PROVIDER**") to initiate electronic funds transfers from my (our) checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I (we) agree to provide such voided check to COMPANY within 15 days from the day I (we) sign this Authorization.

By indicating Automatic Credit/Debit Card Payment and signing, I (we) hereby pre-authorize COMPANY and/or PROVIDER to initiate debit entries to my (our) credit card account indicated below in Part C.

This authority is to remain in full force and effect for "Note Payment," as indicated below, until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I (we) recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Note Payment — Monthly Payment Amount $567.46

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

- ☐ Automatic Checking Account USD
- ☐ Automatic Savings Account USD
- ☐ Automatic Credit Card USD*
- ☐ Automatic Debit Card USD*

Terms and Conditions of Participation in SurePay Plan for Note Payment:

I (we) understand and agree to the following: If, at any time prior to the date the promissory note is paid in full, I (we) elect to terminate my (our) participation in the SurePay Plan, or I (we) close the designated bank account, or I (we) fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I (we) stop payment on or rescind this SurePay Plan authorization, the annual interest rate on the promissory note is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my (our) participation in the SurePay Plan upon ten (10) days' written notice to me (us). In the event of such termination by Company, the annual interest rate on the promissory note is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Note payments should be sent to: Portfolio Department, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 877.DRI.CLUB (877.374.2582).

Part B: Authorization

Pre-authorization for automatic payment:

Name(s):	Signed:	Date:
Joyce Shields Nicole	Joyce Nicole	9-16-16
James Wallace Rell	James Wallace Rell	9-16-16

Part C: Depository / Credit Card Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name:

Branch:

City:

State: Zip:

Transit / ABA Number:

Account Number:

CREDIT/DEBIT CARD*

☐ American Express ☐ Discover Card

☐ MasterCard ☐ Visa

Account Number:

Expiration Date (mm/yy):

Name on credit/debit card:

* Discounted interest rates are NOT applicable when utilizing either a credit or debit card.

Rev 10-08-08_esig06012016

DIAMOND RESORTS
INTERNATIONAL

DATE OF SALE: 9/15/16

CONTRACT NO. 17620707

DIAMOND RESORTS US COLLECTION CASH OUT INSTRUCTIONS

The option to cash out with **0% interest expires 30 calendar days** from today's date.

A check for your remaining balance made payable to FIRST AMERICAN TITLE must be received within 30 days to honor this option.

10/27/2016
Daytona Beach Office
closed no sales
people there.

SEND CHECK TO:
First American Title
ATTN: Payment Processing
10600 West Charleston Boulevard
Las Vegas, Nevada 89135

TELEPHONE: 1.800.205.7555

DEBORAH WEST
DAYTONA BEACH REGENCY
386-255-0251

[redacted]@yahoo.com
[redacted]
9-186129282

Florida

17620707-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Multisite Rules and Regulations
- ☐ Schedule of Reservation Rates
- ☐ Entire Purchase and Security Agreement
- ☐ Receipt for Timeshare Documents
- ☐ THE Club® Exchange Documents
- ☐ Interval International Document
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Truth In Lending Disclosure Statement
- ☐ Sure Pay Authorization
- ☐ Privacy Policy
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

Joyce H. Nicole — Signature — September 15th, 2016 — Date

Joyce Shields Nicole — Printed Name

Signature — September 15th, 2016 — Date

James Wallace Reil — Printed Name

James Wallace Reil — Signature — September 15th, 2016 — Date

Printed Name

Signature — September 15th, 2016 — Date

Printed Name

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

Rev 1-7-09

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

May 17, 2018

JOYCE SHIELDS NICOLE and JAMES WALLACE REIL
7541 North West 21st Street
Margate, Florida 33063

REF: Contract No.: 17847283

Dear Joyce Shields and James Wallace,

Congratulations on your decision to become a Platinum member with THE Club® at Diamond Resorts International®. We are proud to provide you with vacations for Life. Our worldwide team members await the opportunity to deliver our branded hospitality experience.

Your vacation ownership purchase in the Diamond Resorts U. S. Collection dated March 7th, 2018, has been activated. You can immediately begin exploring the new resorts and locations in THE Club® network, as well as a variety of new, exclusive member benefits now available to you as a Platinum member. Your enclosed membership certificate details the number of points you have purchased and with your membership information in hand, it is the perfect time to set up your online member account. Please watch the mail for your new membership cards, which will arrive in 4-6 weeks.

Here's a quick-step procedure to help you set-up your online member account and get started exploring your membership in THE Club® at Diamond Resorts International®. If you have already set up your account, your new Platinum benefits will automatically update.

Setting up your online account –

1. Logon to DiamondResorts.com
2. In the upper right corner next to the member login, select Register
3. Enter the requested information and select "Submit"
4. An account activation confirmation e-mail will be sent to you with instructions to complete your registration

To help us serve you better we would request that you review your online profile. To do this, once you have logged in, on the left menu click on "My Account" and then:

1. Select "Preferences":
   a. Review the "Contact Information" tab for correctness and choose your communication preferences.
   b. Enter your security questions on the "Security" tab to insure the safety of your account details.
   c. Tell us your favorite leisure activities and hobbies on the "Interests" tab
   d. Update the "Accessibility" tab to let us know of any accessibility requests that would make your resort stay more comfortable.

2. Select "Make Payment":
   a. Make sure you have chosen a delivery method of Paper or Email for your Billing Statement. If you desire paper statements, select "Paper". If you desire email statements, select "Email", enter your email and click "Save".
   b. You may view the Membership Details, Statement, Account History, and Current Balances by clicking on "Make Payment".
   c. To make one time payments for current balances, click "Make Payment", enter the amount you want

- Receive (5) five complimentary Guest certificates per year.

Discounted Fees

- Member Benefits processing fee complimentary for Platinum members
- Cruise Points Redemption Fee complimentary for Platinum members
- Single Stay Reservation Protection Plan discounted $30 – now $75 for Platinum members
- The Club Select Deposit Fee* discounted $60- now $99 for Platinum members
- The Club Combinations Deposit Fee* discounted $50- now $54 for Platinum members
  * For those members enrolled in this program

Increased Points Redemption Values

- As a Platinum member, you now receive an additional three pennies more per point than a Standard member of THE Club® for every points redemption you make on cruise and travel services member benefits.

Special Points Redemption Periods – extended by 6 months

- Cruise and Travel Service points redemption period is January 1 through September 31

Diamond Loyalty Benefits

- Diamond Flexibility – Save 10 cents per point. Members may conveniently complete Club points reservations by purchasing additional one time use points.
- Diamond Value - Deeply discounted rate on Flexibility points when booking 35 days prior to arrival.
- Diamond Preference- Choose a specific unit number at a Diamond managed resort of their choice for three reservations per year.
- Diamond Reserve- Advance booking priority for a selected group of weeks at The Club Select℠.
- Exclusive Member Escorted Journeys
- Access to select Norwegian Cruise Lines.
- By Request- Complimentary Priority Pass Annual Membership- Register for your annual membership at Diamondresorts.com in the Member area > "Diamond Loyalty" > "By Request".
- By Request- Complimentary Golf Card International Standard Membership- Register for your annual membership at DiamondResorts.com in the Member area > "Diamond Loyalty" > "By Request".
- By Request- Complimentary Luggage Forward $50 USD Gift Code-Register for your gift card at DiamondResorts.com in the Member area > "Diamond Loyalty" > "By Request".
- 24 hour hold on all reservations to allow you to complete your travel arrangements, if reservation is cancelled within 24 hours, there is no penalty.
- Complimentary Single Stay Reservation Protection Plan on all reservations of less than 5000 points.

You are now ready to take advantage of the benefits of your Platinum membership and plan your next vacation with THE Club® at Diamond Resorts International®.

Sincerely,

Club Operations

Note: Deadlines apply for using your points. Please refer to the Annual Member Benefits Directory for details.

to pay under "One-time Payment" and select "Continue". You can select either "Checking" or "Credit card". Make sure to review the terms and conditions and acknowledge, then click "Submit Payment". You will receive an email confirmation of your one-time payment.

d. You can set up automatic advance payments for next year's maintenance fees by clicking on "Make Payment" then click on "Add" under "Scheduled Payments" and enter the Start Payment Month-Year, Payment Day, Number of Payments, and Total Payment Amount. You will receive an email confirmation of the pre-authorized future payments. Using this method, you can schedule multiple payments for future dates!

Be sure to continue updating your contact information as needed so you can benefit from member communications including: quarterly Club newsletters offering the latest information on member benefits and new resort choices, Club discount emails for points savings on resort stays special offers and important announcements.

Exploring THE Club®

Enjoy browsing through the variety of choices you will find detailed in the Annual Global Reservations Directory and Annual Member Benefits Directory, copies of which you may have received with your purchase documents or electronically downloaded on the Tablet. If you have questions about your membership in THE Club®, please refer to our Annual Membership Guide. All the directories are available online in the Member Information area at Diamondresorts.com for your convenience.

A variety of benefits, discounts and product offerings ensure you receive maximum value, year after year, with your membership in THE Club® at Diamond Resorts International®. Here is a sample of the benefits:

Points Redemption for:

- Reservations at more than 350 branded and affiliated resorts
- Additional resorts and hotel stays options
- Diamond Luxury Hotels
- Diamond Luxury Cruises
- Diamond Luxury Shopping
- Airline miles programs
- Club Experience Events
- Member Escorted Journeys
- Member Adventures
- Guided Travel Tours
- National Parks Annual Pass
- Great American Days Gift Cards
- Additional Travel Services including Flights, Cruises and more.

Discounts on:

- Harley Davidson Motorcycle rental in Las Vegas, NV
- Car rentals with our preferred providers, National, Enterprise and Alamo
- Prescription Drugs with Free Pharmacy Discount Card
- Flowers and special occasion arrangements with 1-800 Flowers and 1-800 Baskets
- Online legal products and services with LegalZoom
- Players Pass Golf membership
- Golf Card International Deluxe membership
- Dell desktop and laptop computers
- Luggage delivery service with Luggage Forward
- Single Stay Skymed plan
- Skymed Annual plan

Exclusive Products and Services including:

- Annual Reservation Protection Plan
- Single Stay Reservation Protection Plan

- Single Stay Legal Plan Travel Protection
- Single Stay Healthiest You
- Arrival guides destination information
- Club Solo Annual membership
- Diamond Luggage Tags
- Quorum Savings
- RV Parks Outdoor membership
- Access to purchase Diamond Resorts International® bath and bedding products and our exclusive Diamond Resorts International Serta mattress.

II Exchange and Gold membership, providing:

- $25 off all "Getaways" for seven-night stays
- Entertainment discounts of up to 50% at a wide variety of hotels, restaurants, retailers and attractions throughout the United States and Canada
- Gold Concierge™ which is available 24/7 to help you with your requests
- Complimentary Hertz #1 Club Gold® membership

In addition as a Platinum member of THE Club® you have a variety of exclusive benefits available to you including:

Diamond Luxury Benefits

- Diamond Luxury Selection®
- Diamond Luxury Sports package
- Diamond Luxury Hotels
- Diamond Luxury Yachts

Platinum Member Personalized Service:

- THE Club® offers members a dedicated and exclusive service available 24/7, 365 days of the year toll-free at 1.877.DRI.PLAT (1.877.374.7528). Our Platinum trained advisors are there to answer any questions you have. If you prefer online communication you can contact us using our Click to Chat or Click to Call features, located in the Member Login area of Diamondresorts.com.

Unlimited Advance Accommodation Upgrades

- Upgrade your accommodation by one point level at the time you make your booking. As a Platinum member, you have unlimited upgrades available at $7 per night.

In Resort Benefits

- All Platinum members receive a complimentary newspaper Monday through Friday at resorts managed by Diamond Resorts International®.
- Platinum members receive upgraded bathroom amenities
- Platinum members receive Priority Check in at 2pm, Express check in option, and Loyalty Recognition room keys available at most Diamond managed resorts (subject to availability).
- Exclusively offered to the Associate members of our Platinum member, Associate members staying at a Diamond managed resort will be extended the same in resort benefits as our Club member.

Place a Pending Request for a Reservation Up to 10 Months Prior to Arrival

- Platinum members have the option to set five automated searches for properties or regions, for a specific date or date range, a specific duration of stay and any accommodation size or type either online or by phone. We'll do the searching for you, until 21 days prior to arrival date and email you if any availability is found.

Guest Certificates to Give a Resort Stay to Friends or Family.

Stay Vacationed.

DIAMOND Resorts

DiamondResorts.com

U.S.: 1.877.DRI.CLUB
EU: +44 (0)345 359 0005
TheClub@diamondresorts.com

April 2018

Membership Number

9-186129282

▲028985 DG
Joyce Shields Nicole
7541 NW 21st St
Margate FL 33063-7957

Dear Joyce Shields Nicole,

It is our honor to help you Stay Vacationed® in the years ahead.

Enclosed are your permanent membership cards with your member number and loyalty tier information. Please note that we will no longer send out new membership cards each year. These cards are permanent and will not expire.

The beginning of a new year is the perfect opportunity to update your preferences. Please log in to the Member Area, select "My Account", "Preferences", and then review each tab. In addition, look for updates on benefits and travel opportunities in the "What's New" section.

If we can be of any assistance, please call us, in the U.S. at 1.877.374.2582 and in the EU on +44 (0)345 359 0005.

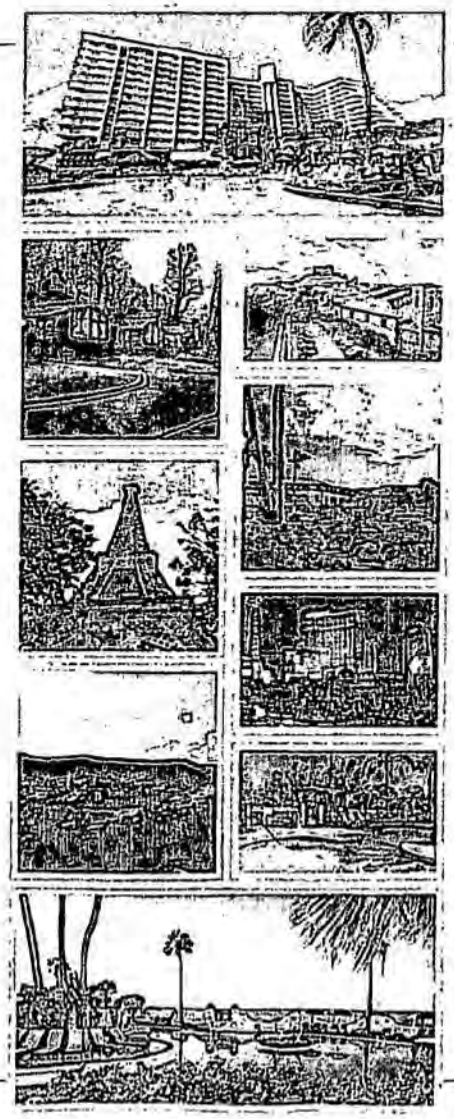
2018 will not only prove to be an excellent year for travel, but also your year for comfort and style.

Sincerely,

Maria Kalber
Senior Vice President, Customer Service and Club Operations

24191

Points Ownership



This is to certify that ***JOYCE SHIELDS NICOLE and JAMES WALLACE REIL*** *holds a membership in the Diamond Resorts U. S. Collection (the "Collection") and as such is entitled to enjoy all the rights, privileges and benefits attendant to such membership, subject to the provisions of the Collection Instruments.*

Membership in the Collection includes (1) membership in the Diamond Resorts U. S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "Association"); and (2) the following points for use in the collection on an annual basis.

Collection points: ***10000***

Insured by ***First American Title Insurance Company***

so certified this 7th day of March, 2018

by: Maria Kalber
Senior Vice President of Customer Service and Club Operations on behalf of the Association

Member Contract Number: ***17847283***

DIAMOND RESORTS

Stay Vacationed.

Diamond Resorts Purchase Proposal

Sales Center Location: DBR - Daytona Beach Regency — Purchase Date: 3/7/2018

☑ Full Down ☐ Pender

Name: James Wallace Rell — SS# [redacted] ☑M ☐F

Name: Joyce Shields Nicole — SS# [redacted] ☐M ☑F

Name: — SS# ☐M ☐F

Name: — SS# ☐M ☐F

HOME ADDRESS: 7641 Northwest 21st Street (Street)

Margate (City (UK Town)) — Florida (State (UK Country)) — 33063 (Zip Code (UK Postal Code))

USA (Country)

MAILING ADDRESS: Same as Above (Street)

City (UK Town) — State (UK Country) — (UK Postal Code)

[redacted] (Country) — [redacted] (E-Mail) @yahoo.Com

Home Telephone — Business Telephone — Extension — Cell Phone

Date of Birth: 7/5/1935 — 1/27/1933

10,000	US Collection	2018 ~~2017~~	$1,698.00
Points Allocation	Collection Membership Type	Points First Issued	Est. Maint. Fee & Club Fees

1. Purchase Price		$ 34,300.00	1
2. Additional Equity		$ 0.00	2
3. Adjusted Purchase Price		$ 34,300.00	3
4. Down Payment	10% % down TIMES line 3)	$ 3,430.00	4
5. Closing Costs	Financed ☑Yes ☐No	$ 750.00	5
6. Special Fees		$ 0.00	6
7. Credits Received Today		$ 0.00	7
8. Total Funds Received Today	VISA + DISC	$ 3,430.00	8
9. Pickup Amount	Due Date:	$	9
10. New Purchase Loan Amount	(line 3 MINUS line 7 MINUS line 8 MINUS line 9)	$ 30,870.00	10
11. Existing Loan Amount (if wrap)	Contract #(s):	$ 0.00	11
12. TOTAL FINANCED AMOUNT	(line 9 PLUS line 10 PLUS line 5 if financed)	$ 31,620.00	12

Payment Received by: KF

Monthly Payment Method (check one) ☑ ACH (Check) ☐ Statement ☐ Credit Card

120	13.89%	$430.78	$6.00	$496.78
Term	Interest Rate	Monthly P&I Pmt	Monthly Collection Fee	Total Monthly Payment

4/21/2018

Approximate First Pmt Date

For Conversions only: (use 2nd page if more than one week is being converted)

Contract #	Resort	Unit	Week	OEB	Points

Tablet AZP33A1045A174503612

Full Gold Loyalty

10,000 DDH Points

By my/our signature(s) below: I/we hereby authorize Diamond Resorts Corporation and its affiliates to make whatever inquiries about me/us are deemed necessary or appropriate for purposes of evaluating my/our credit application(s), including contacting my/our employer(s), credit bureau(s), etc. I/we hereby further authorize Diamond Resorts Corporation to share such information, including the information on this application, with its affiliates or anyone else for purposes of debt servicing, future credit approval, and offering Diamond Resorts International® products and services, as well as with the homeowners associations for Diamond Resorts International® resorts in order to enable them to process assessments and for various other purposes. Any inquiry about this statement may be addressed in writing to Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Blvd., Las Vegas, NV 89135.

Purchaser Approval: Joyce H. Nicole — Purchaser Approval: James W. Rell

Purchaser Approval: Joyce Shields Nicole — Purchaser Approval:

Sales Representative: Celestia Clark — QAO: Anthonie Williams — Manager: Erica Huggins

Segment 1: Club — Segment 2: Mainline Sale — TO: Erica Huggins

Segment 3: — Owner Referral Lead #/Last Name:

Lead ID #: 9-186129282 — FICO Tier: 1+2 — Contract Type (check only 1): ☐New ☑Add-On ☐Wrap ☐Conversion Plus ☐Conversion

Tour ID #: 104212527 — Contract #: 17847283

Printer #: E-Docs — Site Processor: LF — FS Processor: — FS QA:

PDF

☐Webtracked ☐ Contracts Saved ☐ Credit Saved

DIAMOND RESORTS INTERNATIONAL® Stay Vacationed.

Page 1 of 1

Kathy Fugate 386.204.8173 DBR Kfugate kathy.fugate@diamondresorts.com

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **7th day of March, 2018** between **JOYCE SHIELDS NICOLE and JAMES WALLACE REIL** ("**You**") and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond**"). Diamond's address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135. Refer to the Second Amended and Restated Declaration for Diamond Resorts U.S. Collection ("**Declaration**") for the meaning of capitalized terms.

Diamond agrees to sell and You agree to purchase a timeshare interest or "**Membership**" in the Diamond Resorts U.S. Collection ("**Collection**"). Your Membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), includes the following Points

Points: 10000 **Initial Use Year:** 2018

HERE ARE THE BASIC PURCHASE TERMS AND AN ITEMIZATION OF THE AMOUNT FINANCED

1.	Purchase Price of Membership: ("**Purchase Price**")		$34,300.00
2.	Initial Cash Deposit:	$3,430.00	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to Diamond as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	$0.00	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade In value: (line a minus line b)	$0.00	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before: _____	$0.00	
	b. On or before: _____	$0.00	
	0	$0.00	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		$3,430.00
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		$30,870.00
8.	Financed Closing Costs payable to_____		$750.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): ("**Unpaid Balance**")		$31,620.00
10.	Current Outstanding Principal Balance plus Accrued but Unpaid Interest Due on Existing Timeshare Interest:		$0.00
11.	Total Amount Financed or Due in Cash at Closing (line 9 plus line 10): ("**Unpaid Balance**")		$31,620.00

Closing Costs

A.	Closing Costs to Diamond	$40.00
B.	Closing Costs to You	$750.00
C.	Total Estimated Closing Costs	$790.00

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): You will be billed for Assessments separately by the Association	1,698.00

You agree to pay the Unpaid Balance in U.S. currency by the following method

☐ Financing by Diamond ☐ Credit Card Type _____ Number _____ Expiration Date _____

You must pay all charges related to receiving financing. These charges are described in the Truth-In-Lending Disclosure Statement.

Monthly Payment Method:

☐ Statement ☐ SurePay (Credit or Debit Card) ☒ SurePay (Checking or Savings Account)

Enrollment in THE Club Exchange Program:

I elect ☒ to join ☐ to not join THE Club exchange program. See Section 4 below for additional details

YOUR PROMISES AND ACKNOWLEDGMENTS

You make the following promises and acknowledgments by signing this Agreement:

1. You received the Collection Instruments and state timeshare disclosure documents and attached exhibits, which are all considered part of this Agreement. You will be bound by, and comply with, the terms of these documents.
2. You received a completed Truth-In-Lending Disclosure Statement before signing this Agreement.
3. All information You submit to Diamond to receive Financing is accurate.
4. You are purchasing the Membership for your personal use and enjoyment. You are not purchasing the Membership as a financial investment or for financial returns of any kind, including through resale, refinancing, tax advantages, or appreciation or depreciation. Diamond has not made any promises about such benefits.
5. Neither You nor your relatives own more than 10 Memberships in the Collection.
6. You may not use the Collection Accommodations for any commercial purpose, including commercial rental activities. Commercial rental activities include using the Internet or other media to advertise rental opportunities.
7. The persons signing this Agreement are legally capable and authorized to do so.

TERMS AND CONDITIONS

1. Timeshare Program. Points are the currency of use in the Collection. Points are allotted annually and allow you to reserve Use Periods in available Collection Accommodations. Your Membership is a "right-to-use" timeshare interest and does not expire. You will not receive a deed to real property. To use your Points You must make reservations according to the Rules and Regulations, which along with the other Collection Instruments, Diamond has the right to modify. Reservations are granted on a "first-come, first-served," space-available basis. You will not have the guaranteed right to reserve or use any particular Use Period or Collection Accommodation.

2. Maintenance Fees. You must pay Assessments (also known as "Maintenance Fees") annually to the Association for as long as you own your Membership. The amount of the Maintenance Fees will increase annually to maintain the quality of the Collection's resorts. These annual increases are subject to the limits described in the Collection Instruments. If You do not timely pay all Maintenance Fees and any other amounts owed, You may be prohibited from making a reservation, using a Collection Accommodation, or exercising any other rights of Membership. Continued failure to pay Maintenance Fees will also result in the loss of your Membership. You must pay Maintenance Fees even if you do not use the Collection Accommodations.

3. Transfers and Resale of Membership. You must receive approval from the Association and pay a transfer fee before you sell or transfer your Membership. The Association may deny a transfer of Your Membership to another if the buyer is a known or suspected fraudulent Person or is delinquent in the payment of any fees to Diamond or the Association. A transfer fee will apply for approved transfers. Diamond does not currently offer a resale, buyback or rental program. No transfer fee will apply if your Membership passes to an heir or beneficiary upon your death.

4. Exchange Companies. You may voluntarily elect to enroll in THE Club exchange program, at which time You are required to pay THE Club fees. THE Club is operated by Diamond Resorts International Club, Inc. ("DRIC"). Dues for THE Club may be collected together with your Maintenance Fees. DRIC must consent to any transfer of membership in THE Club. Transfer of your Collection Membership does not transfer your membership in THE Club without the written consent of DRIC. THE Club is currently affiliated with Interval International, Inc. ("Interval") and as a member of THE Club You currently have access to Interval's exchange services. Exchanges through Interval are subject to Interval's conditions and fees. Diamond does not control or make any representations about Interval, or any other exchange programs, including current or future exchange services and the cost, or availability of any exchange program. If You elect not to join THE Club, You will not have access to the additional resorts that are or may become affiliated with THE Club and with Interval, and will be limited to use of only the component sites included in the Collection.

5. Financing of Purchase Price. Subject to Diamond's approval, You may pay for your Membership through credit from Diamond ("Financing"). You must sign and deliver an installment Promissory Note (the "Note") payable to Diamond for the Unpaid Balance. If requesting Financing, You authorize Diamond to check your credit, including through a consumer reporting agency. You may be prohibited from making a reservation or using a Collection Accommodation, or exercising any other rights you would otherwise have, unless You timely pay all amounts due under the Note.

6. Third-Party Timeshare. If You relinquish a timeshare interest in another timeshare resort ("Third-Party Timeshare") as partial payment for your Membership, You agree to sign and deliver a deed or other instrument acceptable to Diamond, conveying all of your interest in the Third-Party Timeshare to Diamond or a party designated by Diamond, free and clear of any debt not expressly approved by Diamond ("Deed-transfer"). Diamond may record the Deed-transfer at Closing (described in Section 18 below). Until Closing occurs, You are responsible for all obligations related to the Third-Party Timeshare, including paying assessments and fees ("Third-Party Timeshare Obligations"). If the Closing doesn't happen, the Deed-transfer will be canceled and returned to You, and You will remain responsible for the Third-Party Timeshare Obligations.

7. Escrow. All payments made to Diamond before Closing will be held in escrow in a non-interest bearing account by First American Title Insurance Company ("Escrow Agent") according to a Master Escrow Agreement. You expressly waive any right to earn interest on the escrow account. Escrow Agent's address is 400 S. Rampart Boulevard, Suite 290, Las Vegas, Nevada 89145. Escrow Agent will hold all funds until Closing or this Agreement is canceled.

8. Closing. "Closing" is the date when all of the following have occurred: (i) any cancellation period has expired and You have not exercised your right to cancel in writing; (ii) You and Diamond have signed all documents needed to transfer the Membership to You; and (iii) Diamond has received from You either (a) a signed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds. You agree to execute any further documents necessary and to otherwise cooperate to effectuate the Closing and fulfill the purposes of this Agreement, the Note, and the Deed-Transfer (as applicable). Upon Closing, the Association will place your name in the Register of Members and give You a Points Certificate. If Closing has not happened within one year after this Agreement is signed or You have exercised your right to cancel this Agreement, Diamond will order Escrow Agent to refund any funds held on Agreement your behalf, without interest, to You. Cancellation terminates this Agreement in its entirety.

9. Security Interests. You grant to Diamond a security interest and lien on all of your interest and rights in the Membership (the "Security Interest"). This Security Interest is granted to secure your performance under the Note, this Agreement, and the Collection Instruments. You irrevocably authorize Diamond, as a secured party, to file any financing statement, continuations, or amendments necessary or desirable to perfect, preserve, and protect the Security Interest.

10. Jointly and Severally Liable. If two or more individuals purchase a Membership together, then ownership is as joint tenants with rights of survivorship, and not as tenants-in-common. Everyone who purchases a Membership must keep all of the obligations made in this Agreement. Diamond can enforce its rights against each purchaser separately.

11. Diamond's Obligations. You agree that immediately after Closing, Diamond will have no obligations or liabilities under this Agreement. After Closing, you must look to the Association and the Manager to fulfill or maintain your rights as a Member of the Collection.

12. Indemnity. You agree to indemnify and hold Diamond harmless from and against all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) connected to You defaulting in any of the obligations of this Agreement, the Note, or the Collection Instruments.

13. **NO WARRANTIES. DIAMOND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DIAMOND EXPRESSLY DISCLAIMS, AND YOU IRREVOCABLY WAIVE, EACH OF THE FOREGOING WARRANTIES.**

14. Default by You.

14.1 **Event of Default.** You are in default if any of these things happen:

(i) You do not pay Diamond any amounts due under this Agreement, the Note or the Collection Instruments and You do not cure this failure within 10 days after You receive written notice of nonpayment.

(ii) You do not fulfill any other obligation in the Note, this Agreement or any of the Collection Instruments and You do not cure this failure within 30 days after You receive written notice about your failure; or

(iii) any information You have provided in the Note, this Agreement or any written statement given to Diamond or the Association is false or misleading.

14.2 Your Default before Closing. If You default prior to Closing and do not cure such default on or before Closing, Diamond can immediately terminate this Agreement and all of your rights in this Agreement. After termination, Diamond will keep (or cause Escrow Agent to give to Diamond) all money You paid under this Agreement as liquidated damages and not as a penalty.

14.3 Your Default after Closing. If You default after Closing and do not cure the default within the applicable time period, Diamond (or its successor or assign) may

(i) give you written notice that your Membership will be terminated and then terminate your Membership; (including any existing reservations) within 60 days of the date of the notice and keep all amounts paid as liquidated damages and not as a penalty;

(ii) declare all amounts due under the Note and this Agreement immediately due and payable;

(iii) enforce the Security Interest against your Membership according to Article 9 of the UCC and applicable law; and

(iv) pursue any other remedy available. Diamond may pursue any or all of these remedies; the exercise of one right or remedy does not exclude any other rights or remedies available.

15. Default by Diamond. If Diamond does not comply with the material provisions of this Agreement, then Diamond's only obligation is to refund or cause Escrow Agent to refund to You all payments previously made under this Agreement, without interest. After such refund is made, this Agreement is automatically canceled , and all rights and obligations in this Agreement immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO YOU, AT LAW OR IN EQUITY.**

16. **ARBITRATION PROVISION ("Provision").**

16.1 Arbitration of Claims. Any Claim (defined in Section 26.2 below) between You and Diamond, whether preexisting, present or future, arising from or relating to this Agreement or the Collection shall, at the election of either party, be arbitrated on an individual basis before JAMS (www.jamsadr.org, 1-800-352-5267) pursuant to its Streamlined Rules. If JAMS cannot serve and the parties cannot agree on a substitute, the American Arbitration Association ("AAA," www.adr.org) shall serve as the arbitration body for the Claim. The Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq., shall govern the interpretation and enforcement of this Provision. A single neutral arbitrator shall be appointed. The arbitrator shall follow applicable substantive law consistent with the FAA, apply applicable statutes of limitations, honor valid claims of privilege, and issue a written reasoned decision which will be final and binding except for any review under the FAA. The arbitrator may award all remedies that would apply in an individual court action (subject to constitutional limits that would apply in court). Any in-person hearing will be held in Clark County, Nevada unless otherwise agreed. If you initiate an individual arbitration, Diamond will pay all administrative and arbitrator fees exceeding $250. Solely for purposes of this Provision, "Diamond" also means Diamond's parent companies, subsidiaries and affiliates; Diamond's and their employees, officers and directors; and any other person or entity named as a defendant or respondent in a Claim by You against Diamond. "You" also means your heirs, successors and assigns.

16.2 Claims. "Claim" shall be broadly construed and includes, without limitation, disputes concerning: purchase, financing, ownership or occupancy; breach, termination, cancellation or default; condition of any Collection Accommodation; THE Club or other exchange programs; reservations, points or rewards programs; applications and personal information; marketing or sales solicitations, representations, advertisements, promotions or disclosures; and collection of delinquent amounts and the manner of collection. "Claim" also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, Uniform Commercial Code, regulation, ordinance, common law and equity. "Claim" does not include: (i) disputes about the validity, enforceability, coverage or scope of this Provision or any part thereof, which are for a court to decide, provided that disputes about the validity or enforceability of this Agreement as a whole are for the arbitrator to decide; (ii) any individual action by You in small claims or an equivalent court, unless that action is transferred, removed or appealed to a different court; or (iii) Diamond's use of judicial or non-judicial relief to enforce a security agreement, relating to the Membership. The institution and maintenance of any such action shall not waive any party's right to compel arbitration of any other Claim subject to arbitration, including, without limitation, the filing of a counterclaim in a suit brought by Diamond. In any such action commenced by Diamond, you may assert any cognizable defense permitted by applicable law which does not seek any form of affirmative relief from Diamond, including, without limitation, damages.

16.3 Class Action Waiver. **If a Claim is arbitrated or would be arbitrable under section 16.2, neither You nor Diamond will have the right to (i) participate in a class action in court or in arbitration, either as a class representative or class member, (ii) act as a private attorney general in court or in arbitration, or (iii) join or consolidate Claim(s) with claims of any other person or entity. The arbitrator shall have no authority to conduct any class, private attorney general or multiple-party proceeding or to issue any relief that applies to any person or entity except You and Diamond individually.**

16.4 Application of the Provision. An arbitration award may be enforced in any court with jurisdiction. This Provision shall survive the breach, cancellation, termination or rescission of this Agreement, and any bankruptcy to the extent permitted by law. This Provision governs if it conflicts with the Agreement or the arbitration rules. If any part of this Provision other than the Class Action Waiver is declared unenforceable, the remainder shall be enforceable. If the Class Action Waiver is declared unenforceable in a proceeding between You and Diamond, without impairing the right to appeal such decision, this entire Provision (except for this sentence) shall be null and void in such proceeding.

16.5 Right to Reject Arbitration Provision. You may reject this Provision by sending Diamond a written notice which gives your name and Agreement number with a statement that you reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to 10600 West Charleston Blvd., Las Vegas, Nevada 89135, Attn: Arbitration Rejection Notice. A rejection notice must be signed by you and received by Diamond within thirty (30) days after the date of this Agreement. Rejection of arbitration will not affect any other term of this Agreement.

16.6 Your Acknowledgment. **You have read, understand and voluntarily agree to this Arbitration Provision and acknowledge that if a Claim is arbitrated or is arbitrable, You will have no right to have a court or jury trial or participate in a class action.**

17. Additional Important Information.

No Other Agreements	This Agreement is the only agreement that governs the purchase of your Membership, and supersedes and replaces all prior negotiations, agreements, and understandings, both oral and written. No amendment to or modification of this Agreement is valid without the written approval of Diamond's legal counsel.
Notices	You must give all notices in writing. Notices to you may be made either in person, by telephone, electronic mail, or writing. Written notices may be delivered, emailed or mailed, to each party at its address shown in this Agreement, or other address provided. A written notice is considered given and received when delivered, or emailed, or 3 business days after it is deposited into the mail, properly addressed. If multiple individuals own this Membership, notice to one of you is considered notice to all of you. If you are a corporation or entity, notice to you may be made to any corporate officer or general partner.
Governing Law; Waiver of Jury Trial	This Agreement is governed by Nevada law without regard to Nevada's choice of law rules. You must bring any legal action in Clark County, Nevada. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY FOR A LEGAL ACTION ARISING UNDER THIS AGREEMENT.**
Assignment	Your Membership cannot be sold, assigned, transferred, conveyed, or encumbered except as this Agreement allows. You cannot assign your rights under this Agreement and Note without Diamond's written consent, which Diamond may withhold. Diamond may assign its rights under this Agreement.
Severability	The terms of this Agreement are severable. The invalidity of any term of this Agreement does not affect any other term of this Agreement.
Credit Reporting	We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
Miscellaneous	This Agreement is effective as of the date You sign and any cancellation period begins on the date you sign. This Agreement may be signed in counterparts. No provision is waived by failure of a party to enforce it. You give Diamond the right to correct any clerical or other non-material errors in this Agreement or related documents. The captions in this Agreement are for informational purposes only.

18. Electronic Transactions.

18.1 Electronic Signatures and Copies. This Agreement, together with all related documents and instruments to be signed You and Diamond, may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. As between You and Diamond, any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.

18.2 Transferable Record. If Diamond is providing Financing to You and You sign an electronically created Note (the "eNote") using an electronic signature, You agree that the eNote will be a "transferable record" under the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

18.3 Provenance. Diamond shall upload all applicable electronically executed documents or instruments, including without limitation this Agreement and any eNote, to Diamond's electronic vault hosted by eOriginal, Inc. or a similar vendor (the "Original Vault"). If any document or instrument is manually executed, Diamond may, in its discretion, convert the tangible record of the document or instrument into electronic form and cause the electronic version to be uploaded to the Original Vault. Collectively, any document or instrument uploaded to the Original Vault shall be referred to as a "Vaulted Document." For purposes of establishing security interests or rights in, or title to, any Vaulted Document, You and Diamond agree as follows

(a) no original, tangible, or manually executed Vaulted Document will be the authoritative copy, original, or transferable record of the Vaulted Document;

(b) except as expressly provided in subsection (e) below, possession of a tangible, manually executed original, transferable record or copy of the Vaulted Document will not perfect or prove any security interest, or establish title to or any other right;

(c) the sole authoritative copy and transferable record of any Vaulted Document will be the one uploaded into the Original Vault (the "Authoritative Copy");

(d) at Diamond's or its successor's discretion, the Authoritative Copy of any Vaulted Document may be printed and marked or designated by Diamond or such successor as the tangible Authoritative Copy of the Vaulted Document; and

(e) no person or entity (including, without limitation, any lender, subsequent assignee or purchaser, custodian or trustee of any Vaulted Document) will have rights in, title to or a security interest in such Vaulted Document, unless such person or entity can demonstrate that it has possession or control of the Authoritative Copy of the Vaulted Document (whether in tangible or electronic form) whose provenance can be established to the initial authoritative copy first uploaded to the Original Vault.

18.4 Rights to Vaulted Documents. Any person who asserts or attempts to gain title to or a security interest or rights in, any Vaulted Document by any procedure except as provided above, including by possession of a tangible, manually executed original or copy or an electronic, non-authoritative copy of such Vaulted Document, violates the rights of Diamond and any subsequent assignee.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

(Section 19, the Truth in Lending Disclosure (if financed) and Signature Page Follows.)

Contract # 17847283

19. STATE SPECIFIC PROVISIONS:

19.1 Refund Upon Cancellation. In the event that You cancel this Agreement during a 10-day Cancellation Period, Diamond will refund or cause Escrow Agent to refund (whichever is applicable) to You the total amount of any and all payments made by You under this Agreement and such refund shall be made by Diamond or Escrow Agent within twenty (20) calendar days after Diamond's actual receipt of your written notice of cancellation, or within five (5) calendar days after Diamond's or Escrow Agent's receipt of funds from your cleared check, whichever is later

19.2 Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

19.3 Public Offering Statement. **Diamond is required to provide the managing entity of the multisite timeshare plan with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the managing entity for inspection as part of the books and records of the plan.**

19.4 Rescission Rights. **You may cancel this contract without any penalty or obligation within 10 calendar days after the date you sign this contract or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services at 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

This Agreement is made and entered into this 7th day of March, 2018.

PURCHASER:

DocuSigned by:
Joyce Shields Nicole
493C4B04E316472...

Signature: **Joyce Shields Nicole**

Street Address: **7541 North West 21st Street**
City, State, Zip Code: **Margate, Florida 33063**
Home Telephone Number: **9549681957**
Business Telephone Number:
E-Mail Address: [redacted]**@yahoo.com**

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

DocuSigned by:
James W. Rell
1C51A2DDACAB407...

Signature: **James Wallace Rell**

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address:

Signature:

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager
By: DocuSigned by:
Maria Alcaraz
Authorized Representative

3/7/2018 | 1:09 PM PST
Maria Alcaraz Date

Sales Agent: Celestia M - 65686 Clark

Written notice of cancellation may be delivered to Diamond Resorts Financial Services by any means which may include certified mail, return receipt requested

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Name: Joyce Shields Nicole — Loan Number: [redacted]7981

Name: James Wallace Rell

Name:

Name: — Home Telephone: [redacted]

Address: 7541 North West 21st Street, Margate, Florida 33063 — Business Telephone:

CREDITOR: Diamond Resorts U.S. Collection Development, LLC.
c/o Diamond Resorts Financial Services, Inc.
10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $3,430.00
14.3046 %	$27,991.20	$31,620.00	$59,611.20	$63,041.20

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+	Collection Fee =	Total Payment	
120	$490.76	+	$6.00 =	$496.76	April 21st, 2018 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: [X] (This paragraph applies only if checked.) You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). Your participation in the SurePay plan will also terminate upon ten (10) days written notice from us. In such event, your interest rate will increase by Two percent (2%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from $496.76 to $535.48.

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

DocuSigned by: Joyce Shields Nicole
6B0C4B04E16472...
Signature Joyce Shields Nicole

DocuSigned by: James W Rell
3C5A0DDACAB4F1...
Signature James Wallace Rell

Signature

Signature

March 7th, 2018
Date

17847283-STD Signature Verification

SIGNATURE VERIFICATION

I(We), JOYCE SHIELDS NICOLE and JAMES WALLACE REIL, by my/our execution hereof, hereby certify that the signature(s) below correspond to my/our true and legal name(s).

DocuSigned by:
Joyce Shields Nicole
4B3C4B04E318472...
Signature

Joyce Shields Nicole
Printed Name

DocuSigned by:
James W. Reil
1C51A2DDACAB407...
Signature

James Wallace Reil
Printed Name

Signature

Printed Name

Signature

Printed Name

WITNESSES:

DocuSigned by:
Kathy Fugate
9E1DCF3087194F4...
Signature

Kathy Fugate
Printed Name

DocuSigned by:
Tony W.
990D29DFE9F8425...
Signature

Tony Williams
Printed Name

ISSUED FOR TRUE COPY

March 7th, 2018 Note No.: [redacted]7981

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **JOYCE SHIELDS NICOLE and JAMES WALLACE REIL** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is **7541 North West 21st Street Margate, Florida 33063**, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Thirty-One Thousand Six Hundred Twenty and 00/100 ($31,620.00)**, together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Thirteen and 99/100 (13.99%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act. Maker shall pay Holder in **120** equal monthly installments of **Four Hundred Ninety and 76/100** Dollars **($490.76) each, with the first such installment being due and payable on** _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by Two percent (2%) per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal

balance at the beginning of the month, times the Annual Rate, times a fraction equal to the number of days from the immediately preceding Payment Date through the date of prepayment divided by the number of days in the year. Holder will not charge any collection fee for the month of prepayment and Holder will not charge any collection fees and monthly finance charges attributable to months following any prepayment in full.

This Promissory Note is given in partial payment for a membership in the Diamond Resorts U.S. Collection (the "**Membership**"). Payment of principal, finance charges and other charges hereunder is secured by a security interest established under the Purchase and Security Agreement (the "**Agreement**") of even date herewith by and between Diamond Resorts, as seller, and Maker, as purchaser. The terms and provisions of the Agreement are hereby fully incorporated herein by this reference.

If all or any part of the Membership or an interest therein is sold or otherwise transferred by Maker (whether such interest is legal or equitable, present or future, vested or contingent) without Holder's prior written consent (which consent may be withheld for any reason whatsoever), excluding (i) the creation of a lien or encumbrance subordinate to the Agreement; (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iii) the grant of any leasehold interest of one (1) week or less not containing an option to purchase the Membership, then Holder may, at Holder's option, except to the extent prohibited by law, declare all of the amounts secured by the Agreement to be immediately due and payable.

Upon the failure of Maker to make any payment required under this Promissory Note in accordance with the terms hereof or Maker's breach of any of the other covenants or agreements contained herein or in the Agreement, then and in such event, Holder, at Holder's option, subject to any right of reinstatement to which Maker is entitled under applicable law, may (i) declare, without further demand, all of the amounts owed hereunder to be immediately due and payable; and (ii) pursue all rights and remedies available to Holder under this Promissory Note and the Agreement by appropriate proceedings. To the extent permitted by law, Holder shall be entitled to collect in such proceedings all expenses of enforcement, including but not limited to reasonable attorneys' fees, publication costs, costs of judgment and other searches, and court costs. Failure of Holder to exercise its available rights and remedies hereunder or as provided by law with respect to any default by Maker shall not be deemed to constitute a waiver of such rights or remedies with respect to any subsequent default, whether the same or different in nature.

In the event that any amount due under this Promissory Note is paid more than ten (10) days after the date upon which such amount is due, then Holder shall be entitled to collect a late charge from Maker in an amount equal to the lesser of (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment, provided that such amount does not exceed the maximum late charge permitted to be charged under the laws of the State of Nevada. To the extent permitted by law, Maker shall further be liable to Holder for any out-of-pocket costs incurred by Holder in the event that a check issued by Maker is dishonored for any reason.

During any time in which Maker is in default under this Promissory Note, finance charges may, at Holder's option, accrue on the actual outstanding balance on a simple interest basis at a default rate equal to the maximum lawful rate permitted to be charged by Holder under the laws of the State of Nevada. In the event that there is no such maximum lawful rate, then finance charges shall accrue on the actual outstanding balance on a simple interest basis during such period at a default rate of twenty-five percent (25%) per annum.

In the event that counsel is employed to collect all or any part of the indebtedness evidenced hereby, whether at maturity or following acceleration, to the extent permitted by law Maker agrees to pay Holder's reasonable attorneys' fees, whether suit be brought or not (including any fees associated with appeals or bankruptcy proceedings), and all other costs and expenses reasonably incurred in connection with Holder's collection efforts.

Maker and any endorser, guarantor, or surety, jointly and severally, hereby waive presentment, protest, demand, notice of protest, and dishonor of this Promissory Note, and expressly agree that this Promissory Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker or any endorser, guarantor, or surety hereof. To the extent not prohibited by applicable law, Maker also waives any rights to any stay of execution and the benefit of all homestead and/or other exemption laws now or hereafter in effect.

This Promissory Note shall be the joint and several obligation of each person signing below and shall apply to and bind each of them and each of their respective heirs, successors, personal representatives, and assigns.

The validity, construction, and enforceability of, and the rights and obligations of Maker and Holder under, this Promissory Note shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

In the event that any one or more of the provisions of this Promissory Note shall for any reason be held to be invalid or unenforceable, in whole or in part or in any respect, then such provision or provisions only shall be disregarded as though not contained herein and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

It is the intent of Holder to comply fully with all interest and usury laws of the State of Nevada, as currently enacted or hereafter in effect. Notwithstanding any provision hereof to the contrary, in no event shall this Promissory Note require the payment or permit the collection of interest in excess of the maximum amount of interest permitted under the laws of the State of Nevada. In the event that the amount of interest contracted for, charged, or received under this Promissory Note exceeds the maximum amount of interest permitted under the laws of the State of Nevada, then the provisions of this paragraph shall govern and control, and neither

Maker nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it exceeds the maximum amount of interest permitted under the laws of the State of Nevada. Any such excess interest which may have been collected by Holder shall, at the option of Holder, either be applied as a credit against the unpaid principal balance hereof or be refunded to Maker, and the effective rate of interest shall be reduced to the maximum rate of interest permitted to be charged under the laws of the State of Nevada.

Except for any notice required under applicable law to be given in another manner, any notice that either party desires or is required to give the other party under this Promissory Note shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) three (3) business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) one (1) business day after being sent via overnight courier service such as Federal Express, addressed to the applicable party at the address therefor stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this paragraph. If Maker consists of more than one (1) person, then notice to any of them shall be deemed to constitute notice to all of them.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAKER:

DocuSigned by: Joyce Shields Nicole 493C4B04E316472...	DocuSigned by: James W Reil 1C51A2D0ACAB407...
Joyce Shields Nicole	James Wallace Reil
Printed Name	Printed Name
Printed Name	Printed Name

Diamond Resorts Corporation

[redacted]283-ACH Surepay Authorization Form

VOLUNTARY SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("SurePay Plan") for automatic payment of your principal and interest on your Promissory Note through your checking or savings account.

Part A: Checking/Savings Account SurePay Plan

By indicating Automatic Checking/Savings Account Payment and signing, I hereby pre-authorize Diamond Resorts Corporation, its subsidiary and affiliated companies and/or its service provider (collectively referred to as "COMPANY") to initiate electronic funds transfers from my checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I agree to provide such voided check to COMPANY within 15 days from the day I sign this Authorization.

This authority is to remain in full force and effect for "Note Payment," as indicated below, until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Note Payment — Monthly Payment Amount $496.76

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

☒ Automatic Checking Account USD
☐ Automatic Savings Account USD

Terms and Conditions of Participation in SurePay Plan for Note Payment:

I understand and agree to the following: If, at any time prior to the date the Promissory Note is paid in full, I elect to terminate my participation in the SurePay Plan, or I close the designated bank account, or I fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I stop payment on or rescind this SurePay Plan authorization, the annual interest rate on the Promissory Note is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my participation in the SurePay Plan upon ten (10) days' written notice to me. In the event of such termination by Company, the annual interest rate on the Promissory Note is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Note Payments should be sent to: Portfolio Department, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 877.DRI.CLUB (877.374.2582).

Optional Nature of Authorization:
Please note that you are not required to pay your Promissory Note by means of preauthorized electronic fund transfers from your checking or savings account. You have the option of making your installment payments without participating in the SurePay Plan. By signing this Payment Authorization Form, you acknowledge that you are voluntarily choosing the convenience of making your payments in the manner indicated through the SurePay Plan.

Part B: Authorization

Pre-authorization for automatic payment:

Name(s):	Signed:	Date:
Joyce Shields Nicole	DocuSigned by: Joyce Shields Nicole	3/7/2018 | 1:31 PM PST
James Wallace Rell	DocuSigned by: James W. Rell 1C51A2DDACAB407...	3/7/2018 | 1:31 PM PST
		3/7/2018 | 1:31 PM PST
		3/7/2018 | 1:31 PM PST

Part C: Depository / Credit Card Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Transit / ABA Number: _____

Account Number: _____

PURCHASER'S UNDERSTANDING AND ACKNOWLEDGMENT

Diamond Resorts International® thanks you and welcomes you to one of the most flexible and enjoyable vacation plans in the world! Please review and initial the following summary items. Capitalized terms are defined in your Purchase Agreement. We look forward to exceeding your expectations.

I understand and acknowledge the following:

1. JS RWR **Membership.** This purchase is for 10000 Points for the purchase price of $34,300.00

2. JS RWR **Points.** Title to the Resort Interests is held in the U.S. Collection Trust by an independent Trustee for the benefit of the Members. In approximately 6-8 weeks a Collection Membership Certificate with an Eagle 9 UCC Vacation Interest Insurance policy will be mailed to my home and my Points will be available at that time or at the beginning of my first Use Year on 2018.

3. JS RWR **Annual Fees.** Enrollment in THE Club exchange program is voluntary. My Club Dues are billed annually along with my Maintenance Fees. My first year's Maintenance Fees and Club Dues are estimated to be 1,698.00, and are subject to annual increases not to exceed 25% per year under governing law. My Maintenance Fees must be current to make reservations. The purchase of additional Points will not decrease my Maintenance Fees. If my Points are available during the current calendar year, my Maintenance Fees will be billed within 45 days. Otherwise, my Maintenance Fees will be billed in the fourth quarter of every year.

4. JS RWR **Saving and Borrowing Points.** I must be current on all payments to make reservations and use save, borrow, or exchange my Points. I must pay the Maintenance Fees for the upcoming Use Year to borrow Points. Points do not roll over to the next year and they will expire on December 31st unless I save them. I can save a percentage of Points for use in the following year according to this schedule:

If I save by this date:	I can save the following Points:
June 30	100% of my Points
August 31	50% of my Points
October 31	25% of my Points
After October 31	None of my Points

5. JS RWR ***Reservations.*** I may make a reservation up to <u>13 months</u> before check-in at any of my Home Collection Resorts. I may make a reservation up to <u>10 months</u> before check-in at any of THE Club affiliated resorts. All reservations for the Collection and THE Club are confirmed on a first-come, first-served, space-available basis. Reservations at specific accommodations are not guaranteed. I will lose some or all of my Points used to make a reservation if I cancel that reservation fewer than 91 days before my scheduled arrival date unless I purchase a Reservation Protection Plan at the time of booking.

6. JS RWR ***Personal Use.*** This purchase is for personal use and enjoyment and it does not create an undue financial burden for me. I am not purchasing a Membership as a financial investment or for financial returns of any kind, including through resale, rental, or tax advantages. Diamond does not offer a rental, resale or buyback program and makes no representation regarding tax deductions, refinancing opportunities, or that there will be a secondary market for the sale of Points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out Points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

7. JS RWR **Transferring Membership.** In the event I transfer my membership, the Association may deny a transfer if the buyer is a known or suspected fraudulent entity or person or is delinquent in the payment of any fees. A transfer fee of $250 will apply for approved transfers. My Membership is perpetual.

8. JS VWR THE Club. If I elected to enroll in THE Club, copies of THE Club Documents that I received describe the current benefits available through THE Club, instructions for making a reservation, calculating the number of Points that I will need for each of my vacations and any other point redemption benefits. Redeeming Points for reimbursement of travel services does not provide the best monetary value for my Points and is typically not lower in cost than spending cash for the same arrangements. All of THE Club benefits and affiliated resorts are subject to change or termination at any time. Some of THE Club benefits are only available to certain loyalty members.

9. JS VWR Platinum Only Benefits. ONLY Platinum Loyalty members can redeem up to 50,000 Points to pay part of their annual Maintenance Fees, but that is not the highest and best use of Points. There is a $100 transaction fee and the redemption value is currently $0.04 per Point. Borrowed or saved Points cannot be redeemed to offset the cost of Maintenance Fees, and Points must be redeemed between Nov. 1 and Dec. 31 for the following year's payment.

10. JS VWR Interval International. As part of my membership in THE Club, I will automatically become a member of the Interval International exchange program ("Interval") at no extra cost to me for at least the first year. THE Club may change or cancel its affiliation with Interval at any time. Interval membership allows me to request an exchange through Interval using Points, subject to an exchange fee paid to Interval.

11. JS VWR Marketing Consent. By initialing here, I authorize Diamond Resorts International and/or its affiliates and successors to contact me regarding promotional offers at the address, email address and telephone numbers provided below, including autodialed calls, texts and prerecorded messages, regardless of any prior election to the contrary. I understand that I am not required to give consent as a condition of purchasing any goods or services. For information about how Diamond collects, processes and shares your information, please visit www.diamondresorts.com/privacy-policy.

[redacted]
Home Telephone Number

Telephone Number

[redacted]
Cellular Telephone Number

Cellular Telephone Number

By initialing and signing this Acknowledgment I acknowledge that I have read and understand the content of this Acknowledgment and the Purchase and Security Agreement and I have been given as much time as I want and need to review all of the documents in connection with my purchase. I also acknowledge that I have been given the opportunity to ask my Quality Assurance Representative any questions I may have prior to signing any document. The references to "I," "me," and "my" above include all Purchasers named below.

PURCHASER(S):

DocuSigned by: Joyce Shields Nicole
493C4804E318472...
Signature

March 7, 2018
Date

Joyce Shields Nicole
Printed Name

DocuSigned by: James W. Reil
1C51A2DDACA8477...
Signature

March 7, 2018
Date

James Wallace Reil
Printed Name

Signature

March 7, 2018
Date

Printed Name

Signature

March 7, 2018
Date

Printed Name

[redacted]7283-STD Club Option Save

ACKNOWLEDGMENT OF REQUEST TO SAVE POINTS

Date: **March 7, 2018**

Owner's Name: **JOYCE SHIELDS NICOLE and JAMES WALLACE REIL**
Contract Number: **17847283**

Number of Points to Save: _____

JOYCE SHIELDS NICOLE and JAMES WALLACE REIL:

_____/_____ We/I acknowledge that we/I have requested that the Points allocated for the year **2018** be saved for use in the year **2019**.

_____/_____ We/I acknowledge we/I understand this saving process is being done at our request for **the current year only** and that any and all future requests to save Points will be our responsibility. Future requests to save Points must follow the procedures and deadlines set forth in the Rules & Regulations for THE Club®.

_____/_____ We/I acknowledge we/I understand that if we/I decide to borrow any or all of our future Points from the next year, we/I will be required to prepay a portion of Club Dues and Property Owners Association fees for the next year in order to access these Points.

Joyce Shields Nicole	**James Wallace Reil**
Printed Name	Printed Name
Printed Name	Printed Name

Quality Assurance Officer

****Contracts Department: Return this completed form to THE Club® with the Membership information.**
For THE Club® use only:

- ☐ Request to save Points on Purchase Proposal
- ☐ Request to save Points on Verification Sheet
- ☐ Request to save Points entered in ATLAS remarks

DIAMOND RESORTS
INTERNATIONAL

Date: March 07, 2018

Membership: 9 - 186129282
Joyce Shields Nicole
7541 North West 21st Street
Margate, Fl 33063

ASSOCIATE MEMBERS

In accordance with THE Club® Articles, the Primary Member may identify not more than three additional individuals from whom the Club Operating Company may take direction in connection with making reservations and exercising other membership rights. Such authorization does not transfer or in any way effect the ownership of the Interests enrolled in THE Club®. In the event of a dispute or contradictory directions, the directions of the Primary Member shall be final. Please provide the information requested for individual(s), as well as whether you are requesting to Add/Remove access to the membership below:

	Associate Member:	
[X] ADD	Mailing Address:	
[ ] REMOVE	City, State & Zip:	
	Home Telephone:	Work Telephone:

	Associate Member:	
[X] ADD	Mailing Address:	
[ ] REMOVE	City, State & Zip:	
	Home Telephone:	Work Telephone:

	Associate Member:	
[X] ADD	Mailing Address:	
[ ] REMOVE	City, State & Zip:	
	Home Telephone:	Work Telephone:

Member Signature(s) DocuSigned by: Joyce Shields Nicole 403C4B04E51B472... DocuSigned by: James W. Reil 1C51A2DDACAB407...

Joyce Shields Nicole James Wallace Reil

Dated: 03/07/2018

Mail To: Diamond Resorts International®
Attn: Club Contracts
10600 W Charleston Boulevard
Las Vegas, NV 89135

3-2-2017_ESIG_6-9-2017

Diamond Resorts U.S. Collection
17847263-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **March 7th, 2018** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
3.5% Buyer Financed Closing	BUY	1		
DEP - *Diamond Bonus Points	SEL	10000		
US Owner Kit Tablet Point	SEL	1		

*Additional Amount(s): **$3,074.70**

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

DocuSigned by:
Joyce Shields Nicole
Signature: Joyce Shields Nicole — Date: March 7th, 2018

DocuSigned by:
James W. Reil
Signature: James Wallace Reil — Date: March 7th, 2018

Signature: — Date: March 7th, 2018

Signature: — Date: March 7th, 2018

SELLER:

Signature — March 7th, 2018 Date

Printed Name

4814_Rev 4-5-2012_esig02232016

17847283-Diamond Bonus Points Acknowledgement

ACKNOWLEDGEMENT
Diamond Bonus Points / Diamond Dream Holiday Package

Sale Date: March 7th, 2018

Diamond Bonus Points:

DS JS DS AWR I/We understand if I/we choose to use bonus points to book THE Club® reservations of my/our choice, the term of eligibility to use these points along with any other qualifying loyalty benefits is from time of qualification until December 31st, 2019.

DS JS DS AWR I/We understand increased membership level will not be reflected on my account until I have fulfilled the qualifications for Diamond Bonus Points activation. Activation occurs when at least 20% down payment has been received and membership has been setup or 15% down payment has been received plus four consecutive monthly payments have been made on the purchase loan.

DS JS DS AWR I/We understand Diamond Bonus Points will be exempt from incurring annual per point maintenance fees, however, I/We will be responsible for Club fees applicable to the Bonus Points for the time period in which they may be used

Diamond Dream Holiday Package:

DS JS DS AWR I/We understand if I/we choose to use bonus points to book a Diamond Dream Holiday Package, reservations must be made 120 days in advance of arrival.

DS JS DS AWR I/We understand travel must be completed by March 7, 2019, which is 365 days from the purchase date.

DS JS DS AWR I/We understand all flights must originate and return from the same major US airport. All flights are booked economy coach class. Additional restrictions may apply.

DS JS DS AWR I/We understand there will be a $99 reservation fee for all Diamond Dream Holiday reservations.

DS JS DS AWR I/We understand Diamond Loyalty upgrades do not apply to the Diamond Dream Holiday.

DS JS DS AWR I/We understand there are blackout dates five (5) days before and after President's Day, Easter, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day.

DS JS DS AWR I/We understand once confirmed, all Diamond Dream Holiday reservations are final.

DS JS DS AWR I/We acknowledge that I/we have received a Diamond Dream Holiday TRIFOLD Brochure that explains the details of participation and the telephone number to book my vacation.

PURCHASER(S):

DocuSigned by: Joyce Shields Nicole
493C4B04F310472

Joyce Shields Nicole
Printed Name

DocuSigned by: James W Reil
1C31A2DDACAB407

James Wallace Reil
Printed Name

Printed Name

Printed Name

SurePay Acknowledgement

Contract Number: _____

Diamond Resorts Financial Services uses SurePay auto-debit from a checking account of your choice. If you do not currently have a voided check in your possession and you cannot provide your bank account information, you must mail a voided check or a completed SurePay form to Diamond Resorts Financial Services within 10 days. An addressed envelope will be provided to you.

_____ _____ I acknowledge that I voluntarily choose to have the monthly payments on my loan auto-debited from my checking account. I have provided Diamond Resorts Financial Services a voided check, or my checking account and bank routing numbers, to facilitate this process.

IF A VOIDED CHECK OR YOUR BANK ACCOUNT INFORMATION IS NOT RECEIVED BY DIAMOND RESORTS FINANCIAL SERVICES WITHIN 10 DAYS, THE DISCOUNTED INTEREST RATE IS SUBJECT TO INCREASE AUTOMATICALLY.

_____ _____

Member Signature Member Signature

3-7-18

Date

Bank Name: _____

Checking Account Number: _____

Bank Routing Number: _____

ATTACH VOIDED CHECK HERE (If Available)
(Please Do Not Staple)

========== TRANSACTION RECORD ==========
1st AM - Diamond - The Club
400 S. Rampart Blvd.
Las Vegas, NV 89145
United States

TYPE: Purchase

ACCT: Visa $ 1,715.00 USD

CARD NUMBER : [redacted]
DATE/TIME : 07 Mar 18 14:46:08
REFERENCE # : 0001 0094 S
AUTHOR. # : 08273D
TRANS. REF. :

Approved - Thank You 00

SIGNATURE

James W. Reid

Please retain this copy for your records.

Cardholder will pay above amount to card issuer pursuant to cardholder agreement.
==========

========== TRANSACTION RECORD ==========
1st AM - Diamond - The Club
400 S. Rampart Blvd.
Las Vegas, NV 89145
United States

TYPE: Purchase

ACCT: Discover $ 1,715.00 USD

CARD NUMBER : [redacted]
DATE/TIME : 07 Mar 18 14:45:41
REFERENCE # : 0001 0093 S
AUTHOR. # : 00770R
TRANS. REF. :

Approved - Thank You 00

SIGNATURE

Please retain this copy for your records.

Cardholder will pay above amount to card issuer pursuant to cardholder agreement.

==========

Mail-in Form	
Leave Blank OR If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below. ☐ Apply my choices only to me.	Mark any/all you want to limit: ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes. ☐ Do not allow your affiliates to use my personal information to market to me. Name Address City, State, Zip Account #
Mail To:	Customer Service Department Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard Las Vegas, NV 89135

Rev. 11/16/15_u3232017

FACTS WHAT DOES DIAMOND RESORTS FINANCIAL SERVICES, INC. DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Diamond Resorts Financial Services, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Diamond Resorts Financial Services, Inc. share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	No	We don't share

To limit our sharing

☐ Mail the **form** below

Or visit us online at: www.DiamondPrivacyOptions.com

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Call 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member.

Who we are	
Who is providing this notice?	Diamond Resorts Financial Services, Inc.

What we do	
How does Diamond Resorts Financial Services, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Diamond Resorts Financial Services, Inc. collect my personal information?	We collect your personal information, for example, when you ▪ Give us your contact information or apply for financing ▪ Give us your income information or provide account information ▪ Provide employment information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our Affiliates include Diamond Resorts Financial Services, Inc.'s parent company, Diamond Resorts Corporation, and affiliate companies that are subsidiaries including, but are not limited to, non-financial companies such as Diamond Resorts Europe, Diamond Resorts International Marketing, Inc., Diamond Resorts International Club, Inc., Resort Management International, Inc., and Diamond Resorts Management, Inc.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Non-affiliates we share with can include direct marketing companies.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include credit card companies.*

Other important information

For Vermont Customers:

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at https://www.diamondresorts.com/Privacy-Policy or call Call 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member.

DocuSign Envelope ID: 2330A98E-CB63-48D1-84B6-89E76F7F3831

IMPORTANT PRIVACY CHOICES FOR CONSUMERS

For California Residents

You have the right to control whether we share some of your personal information.
Please read the following information carefully before you make your choices below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choices

Restrict Information Sharing With Companies We Own or Control (Affiliates): Unless you say "No," we may share personal and financial information about you with our affiliated companies.

(__) **NO**, please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

(__) **NO**, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

- -

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you, we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Name:____

Account Number(s): __________________________________

Signature:____

To exercise your choices, please do one of the following:

1. Fill out, sign and send back this form to us using the envelope provided (you may want to make a copy for your records);
2. Call this toll-free number 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member;
3. Reply electronically by contacting us through the following internet option: www.DiamondPrivacyOptions.com.

Florida

17847283-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Multisite Rules and Regulations
- ☐ Entire Purchase and Security Agreement
- ☐ THE Club® Exchange Documents
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ Truth In Lending Disclosure Statement
- ☐ Privacy Policy
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Schedule of Reservation Rates
- ☐ Receipt for Timeshare Documents
- ☐ Interval International Document
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Sure Pay Authorization
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

DocuSigned by:
Joyce Shields Nicole
Signature — March 7th, 2018 Date

Joyce Shields Nicole
Printed Name

DocuSigned by:
James W Reil
Signature — March 7th, 2018 Date

James Wallace Reil
Printed Name

Signature — March 7th, 2018 Date

Printed Name

Signature — March 7th, 2018 Date

Printed Name

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

Rev 1-7-09 _esig04072017

DocuSign Envelope ID: 2330A96E-CB63-48D1-84B6-89E76F7F3831

Quorum FEDERAL CREDIT UNION

17847283-Quorum Credit Union Application

Membership Application
Vacation Ownership

This credit union is federally insured by the National Credit Union Administration (NCUA).

As a vacation interest owner you are eligible for membership at Quorum Federal Credit Union (Quorum FCU) through the American Consumer Council (ACC). The ACC is a not-for-profit, consumer advocacy association and Quorum FCU offers a wide range of financial products and services to its members. This form allows you to apply for membership to both Quorum FCU and the American Consumer Council.

PRIMARY MEMBER INFO

FULL NAME (First, middle, last)	SOCIAL SECURITY OR TAX IDENTIFICATION #	BIRTHDATE (mm/dd/yy)
Joyce Shields Nicole	[redacted]	[redacted]

PERMANENT PHYSICAL ADDRESS (if different from below, no P.O. Box#)	CITY, STATE & ZIP	COUNTRY

MAILING ADDRESS	CITY, STATE & ZIP	COUNTRY
7541 North West 21st Street	Margate, Florida 33063	

EVENING PHONE	DAYTIME PHONE	CELL PHONE
[redacted]1957		[redacted]0033

E-MAIL ADDRESS [redacted]@yahoo.com

DISCLOSURES AND AGREEMENTS

USA Patriot Act: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other ID.

Membership Application Agreement: I hereby apply for membership to Quorum FCU, agree to conform to its bylaws and amendments thereto and subscribe for at least one share. By signing this form, I agree to be bound by the terms of agreement for all services, now and in the future, including the Online Services/Mobile Banking Disclosures, and to the conditions stated within the Truth-In-Savings Disclosure, which has been or will be supplied to me and is also available online at quorumfcu.org/diamondresorts.

Electronic Statements and Notices: I affirmatively consent and agree to permit the Credit Union to provide disclosures, statements and notices in electronic form instead of written form. Notices include but are not limited to: Insufficient Funds (NSF), Overdraft, Courtesy Pay, Negative Balance, Tax Notice or Term Account Maturity Notice. Statements will be maintained on a site that can be accessed to obtain, review, print and otherwise copy/download periodic statements and other notices. Statements and Notices are not available through Online Banking indefinitely. I understand I can request statement copies if necessary for the applicable fee (refer to the Credit Union Fee Schedule).

Consumer Reports: I authorize the Credit Union to obtain consumer reports, verify employment information and/or furnish information concerning my consumer affairs in connection with any application, update, renewal or extension of credit, or closure of accounts. A "consumer report" may contain information about my personal and credit characteristics and general reputation. If I request, the Credit Union will tell me the name and address of any consumer reporting agency from which it received a consumer report on me. I understand that it is a federal crime to willfully and deliberately provide incomplete or incorrect information on any applications made to federal credit unions insured by the NCUA. I understand that a Credit Union representative may inform me at the time I open my account or after regarding my eligibility for pre-approved credit. I may consent to any pre-approved credit verbally at a Credit Union location or over the phone.

VoiceConnect (Automated Telephone Service) Agreement: I request access to VoiceConnect so that I can make inquiries and perform applicable transactions on my account.

Important: By signing this application, I certify that I am an owner or borrower on each deposit or loan account that can be accessed using the Authorization Code generated for me; and agree that, if I use the Authorization Code number to access accounts through VoiceConnect, I will be bound by all of the terms and conditions of the IVR Service Agreement and Disclosure Statement within the Truth-In-Savings Disclosure.

Security Interest: I grant the Credit Union a security interest and/or right of offset in all individual or joint accounts I have with the Credit Union both now and in the future unless the funds have a statutory protection or are otherwise protected by law.

My signature confirms that I have read and understand the disclosure above and that all the information I have supplied on this application is valid and may be verified by the Credit Union.

By submitting this application I certify under penalties of perjury: (1) the Social Security Number or Tax Identification Number on my application is correct; (2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding due to failure to report interest or dividend income, or the IRS has notified me that I am no longer subject to backup withholding; (3) I am a US person (including a US resident alien) or a non-resident alien. If I am a non-resident alien, I agree to complete a W8-BEN form or be subject to backup withholding. The Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid backup withholding.

I understand that: (1) I am eligible for Quorum FCU membership through the American Consumer Council; (2) my American Consumer Council and Quorum FCU memberships will become active either (a) if/when the Credit Union approves my account and finances my vacation ownership loan (if any) or (b) I directly apply for membership with Quorum FCU online at quorumfcu.org/diamondresorts; 3) I must qualify for membership to the Credit Union; (4) membership to the Credit Union is required if it finances my loan. If I become a member of Quorum FCU due to the direct financing of my vacation ownership loan, Quorum will deposit the $5 minimum required balance into my account. Note: A new membership will not be opened if any borrower is already a primary member at Quorum.

PRIMARY MEMBER SIGNATURE	DATE
x	3/7/2018 | 1:31 PM PST

CITIZENSHIP:

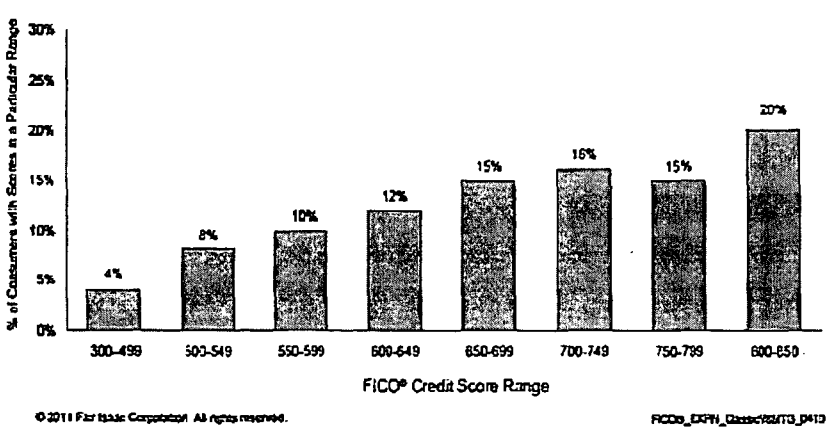
☐ US CITIZEN ☐ RESIDENT ALIEN ☐ NON-RESIDENT ALIEN

2500 Westchester Avenue | Suite 411| Purchase | NY 10577
914.641.3700 | 800.874.5544 | Fax: 914.641.3730 | quorumfcu.org/diamondresorts

Diamond Resorts Financial Services, Inc.
Your Credit Score and the Price You Pay for Credit

Joyce Shields Nicole
7541 North West 21st Street, Margate, Florida 33063

Your Credit Score	
Your Credit Score	799 Source: ☐ Experian ☐ Equifax Date: March 7th, 2018

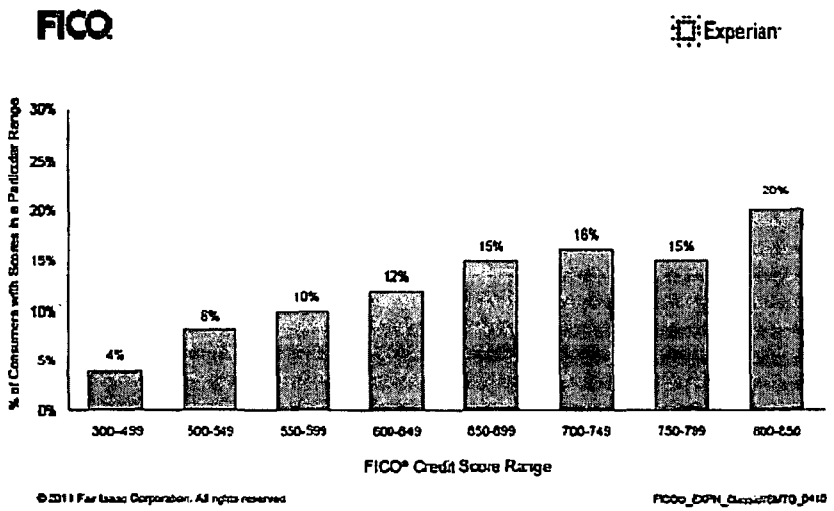
Understanding your Credit Score	
What you should know about credit scores	Your credit score is number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	

Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contract the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report --- *By Telephone:* Call toll-free: 1-877-322-8228 *On the web:* Visit www.annualcreditreport.com *By Mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trad Commission's website at http://www.ftc.gov/bcp/conline/include/requestformafinalpdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information	For more information about credit reports and your rights under federal lay, visit the Federal Reserve Board's web site at www.federalreserve.gov , or the Federal Trade Commission's web site at www.ftc.gov.

Diamond Resorts Financial Services, Inc.
Your Credit Score and the Price You Pay for Credit

James Wallace Reil
7541 North West 21st Street, Margate, Florida 33063
17847283

Your Credit Score	
Your Credit Score	816 Source: ☐ Experian ☐ Equifax Date: March 7th, 2018

Understanding your Credit Score	
What you should know about credit scores	Your credit score is number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	

Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contract the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report — *By Telephone:* Call toll-free: 1-877-322-8228 *On the web:* Visit www.annualcreditreport.com *By Mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trad Commission's website at http://www.ftc.gov/bcp/conline/include/requestformafinalpdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information	For more information about credit reports and your rights under federal lay, visit the Federal Reserve Board's web site at www.federalreserve.gov , or the Federal Trade Commission's web site at www.ftc.gov.

Contract Number _____

PLEASE TELL US WHY YOU CHOSE DIAMOND RESORTS INTERNATIONAL®

You can be of great assistance to Diamond Resorts International® in our efforts to meet and exceed the needs of our members. Please tell us how you intend to use your membership in THE Club®. Thank you for your assistance.

Please check all of the following benefits of THE Club® you are most likely to use:

- ☑ Stay at any of the more than 370 Diamond Resorts International® THE Club® destinations
- ☐ Use your Interval International® membership to book a points reservation for additional destinations
- ☐ Choose a week from the THE Club Combinations® inventory
- ☑ Share your benefits of THE Club® with family or friends
- ☑ Redeem points for Member Benefits
- ☑ Use THE Club® Travel Services
- ☑ Use the Diamond Luxury program

Please share two Diamond Resorts International® vacation destinations you would like to visit in the next three years:

1. Hawaii
2. Ireland

What are three reasons you chose to become a member of THE Club® today?

1. Gold
2. Travel all places
3. Benefits

Are you currently staying at a Diamond resort? ☒ Yes ☐ No

What is a cellular phone number where you can be reached? 570 - 885 - 0033

Joyce H. Nicole
MEMBER SIGNATURE

James W Reil
MEMBER SIGNATURE

Joyce H. Nicole
PRINTED NAME

JAMES W. REIL
PRINTED NAME

3557047

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

Sales Presentation Confirmations

CONTRACT NUMBER

JHN JWR I understand The Club® Annual Global Reservations Directory is available online at DiamondResorts.com and it contains all of the points values for every resort within The Club. I also understand that the average points value for a one-week stay within my Collection is approximately: 4,000 for a studio; 5,500 for a one-bedroom; 7,500 for a two-bedroom; and 8,500 for a three-bedroom.

JHN JWR I understand for some resorts, when there is availability 59 days or less prior to arrival, then the standard check-in day weekly points values are discounted by 50%. Discounted offers are subject to change as demand dictates and may not apply to the same resorts each month. For short stay points values, a 50% discount will apply to all reservations made within 30 days of arrival. **These reservations offer exceptional value for those with flexible travel plans and are offered on a first-come, first-served basis and are subject to availability. Holiday, summer and other highly demanded weeks/resorts are not typically available.**

JHN JWR You will be billed annually for your Club dues and Association maintenance fees. You must be current on all of your Club dues and fees to use the system. The maintenance fee on this purchase of Collection Points is approximately $ 1698 this year and is subject to change each subsequent year. You will receive your new maintenance fee invoice in approximately 45 days. **You will still be responsible for any maintenance fee(s) on any other property you may own outside of this purchase.**

JHN JWR I understand the minimum number of points required for each Loyalty level is:
Silver – 15,000 points; Gold – 30,000 points; Platinum – 50,000 points. There are no other Loyalty levels in The Club.

JHN JWR **ONLY** Platinum members can redeem up to 50,000 points to pay part of their annual maintenance fees, but that does not represent the best use of points. There is a $100 transaction fee and the redemption value is currently $0.04 per point. Borrowed or saved points cannot be redeemed to offset the cost of maintenance fees, and points must be redeemed between November 1 and December 31 for the following year's payment.

JHN JWR I understand that if I elect to use my points for reimbursement for Travel Services, the following rules apply:

1. Points redemption values are **$0.07 per point for Standard members, $0.08 for Silver members for up to 20% of the cost of the service booked.**
2. Points redemption values are **$0.09 for Gold members and $0.10 for Platinum members for up to 100% of the cost of the service booked.**
3. There is a $47 transaction fee, discounted for Loyalty members, which is subject to change.

JHN JWR Diamond Dream Holiday Bonus Points cannot be redeemed for Member Benefits; only points that have been purchased may be used for Member Benefits. Bonus points are available 10 months before check-in and do not qualify for the 13-month Home Collection Advantage.

JHN JWR I understand The Club offers a valuable cruise, hotel and shopping benefit that allows a member to cover 20 percent of the cost of cruise, hotel and shopping benefits that are part of the Diamond Luxury Program at 20 cents per point for Standard and Silver members. Gold and Platinum members can cover 30 percent of the cost for up to 30 cents per point. I also understand that when using these cruise, hotel, and shopping benefits, the points will automatically be redeemed against the purchase price and that no money will be sent to me.

JHN JWR I understand that my membership is perpetual and can be passed on to my heirs, if my heirs elect to receive my membership, but there is no obligation for them to accept the membership.

JHN JWR I am purchasing this for personal use and enjoyment and it does not create an undue financial burden for me. **I am not purchasing a membership as a financial investment or for financial returns of any kind, including through resale, rental, or tax advantages.** Diamond Resorts does not offer a resale or buyback program and makes no representation regarding tax deductions, refinancing opportunities, or that there will be a secondary market for the sale of points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

JHN JWR I have been given as much time as I want and need to review all of the documents provided to me by my Vacation Counselor and I acknowledge that I have been given the opportunity to ask my Vacation Counselor any questions I may have.

DIAMOND Resorts

DIAMOND Resorts™

Diamond Resorts Owner Certification

Congratulations on your purchase. In order to expedite your approval of the purchase documents, your sales manager will verify some information with you.

JHN **Membership** – Title to the real estate and other resort interests is held in the U.S. Collection Trust by an Independent Trustee. The Trustee holds the title on behalf and/or for the benefit of the members. The number of Resort Interests and/or Resorts may increase. I will not receive a deed in connection with my purchase.

JHN **Points** – I am purchasing 10,000 points today. I will receive a Collection Membership Certificate and Eagle 9 UCC Vacation Interest Insurances Policy 6 – 8 weeks after closing and my Points will be available at that time or at the beginning of my first use year.

JHN **Maintenance Fees** – I understand that as part of my purchase that I am responsible for Maintenance Fees and Club Dues. I will be asked as part of my purchase documents to approve some further agreements in regard to these fees.

JHN **Personal Use** – My purchase is for my own personal use and enjoyment and it does not create an undue financial burden for me. I am not purchasing a Membership as a financial or real estate investment or for financial returns of any kind, including resale, rental, refinancing, tax advantages or deductions, inheritance or estate tax planning, or appreciation or depreciation. Diamond does not offer a resale program and makes no representation regarding tax deductions, refinancing opportunities, or there will be a secondary market for the sale of points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

Joyce H. Nicole	3-7-18	James W. Reil	3-7-18
Signature	Date	Signature	Date
Joyce H. Nicole		JAMES W. REIL	
Printed Name		Printed Name	

Certified by Diamond Resorts Sales Manager

Erica Huggins
Printed Name

Form A

DIAMOND RESORTS
INTERNATIONAL®

Stay Vacationed.

AUTOMATIC PAYMENT PROGRAM ("SUREPAY") AUTHORIZATION FOR MAINTENANCE FEES AND CLUB DUES

ASSOCIATION NAME: Diamond Resorts U.S. Collection Members Association MEMBER #: 124776425

OWNER'S NAME: Joyce Shields Nicole & James Wallace Rail

CHECK ONE: ☐ New Enrollment ☐ Change to existing enrollment

SUREPAY AGREEMENT

1. **PARTICIPATION IN SUREPAY.** Owner agrees to participate in Diamond Resorts International® ("Diamond") SurePay and authorizes Diamond to initiate monthly preauthorized debit entries to Owner's account to commence according to the schedule listed below. To enroll in SurePay for the prepayment of next year's Assessment your completed form must be received at least 15 days prior to the month of the first debit. Your current year's Assessment and any other assessed fees must be paid in full. **This SurePay enrollment does not contemplate, nor does it authorize monthly payments for your current year's Assessment.**

   If this form is received by August 15, prepayments for your following year's Assessment will begin 15 days after the form is received.

   If this form is received after October 1, prepayments for your following year's Assessment will begin in January.

   Owner agrees to provide Diamond with all updated information regarding Owner's credit/debit card, including, but not limited to, new expiration dates and card numbers. In the event that Owner's credit/debit card expires, Owner authorizes Diamond to update the expiration date of Owner's credit/debit card with the current information on file that Owner has supplied to Diamond or its affiliates.

2. **DEBIT AUTHORIZED.** Owner authorizes Diamond and Diamond's depository to present monthly debits, in the amount set forth in 2.A and 2.B below, to the financial institution identified below for the purpose of debiting the same to the account identified below. The monthly debits presented by Diamond shall be as follows:

   A. **One-twelfth (1/12th)** of the total estimated annual maintenance fees and Club Dues (as used herein, "Assessment") for the association contract, regardless of the month you begin SurePay. ***If the actual amount of the Assessment is higher than the total amount you prepaid, you agree to pay Diamond the difference upon receipt of your annual bill. Please refer to the budget insert that comes with your invoice.***

   B. Owner further authorizes Diamond to debit or credit Owner's account in the event of error in the amount or date of the debit without liability to Owner for any such error, including, but not limited to any late fees or non-sufficient funds charges Owner may incur. Should Diamond elect to credit a payment back to Owner's account, Diamond shall not be responsible for any late fees or non-sufficient funds charges Owner may incur. The term "debit entries" shall include charges by paper draft, electronic transfer or any other manner.

3. **TERMINATION OF AUTOMATIC PAYMENT PROGRAM.** This Agreement shall remain in full force and effect until Diamond receives written notification from Owner of its termination in such time and in such manner as to afford Diamond and Diamond's depository a reasonable opportunity to act on the termination. Owner has the right to stop payment on a debit entry upon written notification to Owner's financial institution in the manner and within the time required by applicable laws, or if no time is so required, then at such time as provides such entity a reasonable opportunity to act on the stop payment order prior to charging Owner's account, with such notice to be sent at the same time to Diamond. Owner agrees and understands that Diamond reserves the right to terminate the Automatic Payment Program or Owner's participation in the Automatic Payment Program at any time and for any reason.

TRANSACTION INFORMATION

MAIL TO: Attention: Payment Processing c/o Diamond Resorts International®, 10600 West Charleston Blvd. Las Vegas, Nevada 89135
IMPORTANT: PLEASE MAKE SURE YOU STORE YOUR PAYMENT INFORMATION ONLINE. THIS FORM MAY NOT BE PROCESSED OTHERWISE.

PLEASE choose day of monthly debit/charge: ☐ 1st of the month ☐ 15th of the month
Please circle starting month: J F M A M J J A S

BANK NAME: _____ BANK CITY/STATE: _____

ROUTING # ☐☐☐☐☐☐☐☐☐ BANK ACCT. # ☐☐☐☐ *Last four digits of account number

ACCOUNT TYPE: ☐ Checking ☐ Business Checking ☐ Savings

*REQUIRED FIELDS ☐ American Express ☐ MasterCard ☐ VISA ☐ Discover

*LAST FOUR DIGITS OF CREDIT CARD NUMBER: ☐☐☐☐ *EXPIRATION DATE (MM/YY): ☐☐/☐☐

*CARDHOLDER'S FULL NAME:		*CARDHOLDER'S SIGNATURE:	
*CARDHOLDER'S BILLING ADDRESS:	*CITY:	*STATE:	*POSTAL CODE:

AUTHORIZATION NOTE: *I/(We) authorize Diamond Resorts International® to initiate debit entries monthly to my/(our) account the Depository named above for prepayment of Annual Assessment for the above referenced contract on behalf of the above referenced Association. I/(We) agree to keep sufficient funds in the account to pay such debit entries on their due date. If I/(we) do not have sufficient funds, Diamond may charge me/(us) a fee as defined in the Assessment Billing and Collection Policy for the Association. I/(we) understand that my/our account needs to be in good standing for the current year to qualify for the Program.*

BY SIGNING BELOW, YOU REPRESENT TO US THAT (1) YOU HAVE READ AND AGREE TO ALL OF THE TERMS OF THIS SUREPAY AUTHORIZATION FORM AND (2) YOU HAVE RETAINED A COPY OF THIS SUREPAY AUTHORIZATION FORM.

PRINT NAME(S): Joyce Shields Nicole SIGN: _____ DATE: _____

PRINT NAME(S): James Wallace Rail SIGN: _____ DATE: _____

17847283-Substitute W9 Form

DIAMOND RESORTS
INTERNATIONAL

March 7, 2018

JOYCE SHIELDS NICOLE and JAMES WALLACE REIL

Substitute Form W-9

Account Number: 27667981

Pursuant to Internal Revenue Code Section 6109, you are required to provide an accurate social security number or taxpayer identification number to Diamond Resorts Financial Services, Inc. in order for the company to comply with the information reporting rules set forth by the Internal Revenue Service. Failure to provide an accurate social security number or taxpayer identification number could lead to the Internal Revenue Service assessing you a penalty of $50.

If any information below is incorrect, please provide the correct information in the space provided

Name: Joyce Shields Nicole

If Business, list name: _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Trust/Estate ☐ LLC

Address: 7541 North West 21st Street, Margate, Florida 33063

Social Security Number: [redacted] ___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Employer Identification Number: ___ ___ - ___ ___ ___ ___ ___ ___ ___

CERTIFICATION – Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (defined in the Form W-9 instructions).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification but you must provide your correct TIN.

Borrower: Joyce Shields Nicole

DocuSigned by:

Signature: Joyce Shields Nicole — 493C4B04E316472... Date: 03/07/18

2002_csig05/26/16

PRESS FIRMLY TO SEAL

PRIORITY MAIL
FLAT RATE
POSTAGE REQUIRED

UNITED STATES
POSTA

CS

PRIORIT
MAIL

- Date of delivery specified*
- USPS TRACKING™ included to international destinations.
- Limited international insurance.
- Pick up available.*
- Order supplies online.*
- When used internationally, a cus declaration label may be require

* Domestic only

UNITED STATES POSTAL SERVICE® Click-N-Ship®

usps.com
$7.35
US POSTAGE
Flat Rate Env
09/10/2019

9405 5036 9930 0106 5202 65 0073 5000 0033 2399

Mailed from 34285 062500000312

PRIORITY MAIL 2-DAY™

Expected Delivery Date: 09/12/19

0006

C001

Carrier -- Leave if No Response

SHIP TO:
OFFICE OF ATTORNEY GENERAL, ASHLEY MOODY
PL-01, THE CAPITOL
TALLAHASSEE FL 32399-1050

USPS TRACKING #

9405 5036 9930 0106 5202 65

Electronic Rate Approved #038555749

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EP14F Oct 2018
OD: 12 1/2 x 9 1/2

USPS.COM/PICKUP

* Domestic only. × For Domestic shipments, the maximum weight is 70 lbs. For International shipments, the maximum weight is 4 lbs.

CS/Timeshare SR

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:	Complaint is Against:
THOMAS E. LYMAN	DIAMOND RESORTS
Last Name, First Name, Middle Initial	Name / Firm / Company
LYMAN, THOMAS E.	DIAMOND RESORTS.
Mailing Address	Mailing Address
17689 FRANCAVILLA	10600 WEST CHARLESTON BLVD.
City, County	City, County
LIVONIA, WAYNE CO.	LAS VEGAS,
State, Zip Code	State, Zip Code
MICHIGAN, 48152	NEVEDA 49135
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
734-765-3828	—
Email Address TLYMAN1997@AOL.COM	Business Email or Web Address —

Are you over the age of 60? X **Yes** __ **No** / **MILITARY STATUS** ☐ **Active Military** ☒ **Veteran**

(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: _____ **Amount Paid: $** _____ **Payment Method:** _____

Transaction date: _____ **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:

(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)

Please explain your complaint. Attach additional sheets, if necessary.

SEE ATTACHED LETTERS!

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Thomas E. Lyman Date: 10-5-19

Suzanne M. Lyman 10-5-19

October 5, 2019,

Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399

To whom it may concern:

My wife and my daughter's family went to Orlando in March 2019 for the start of a three week vacation. At this time we attended a presentation in which we were coerced into buying into a point system time share, which we thought we were actually trading for our existing time share week. We have owned the existing week for appx. 25 yrs.

After returning home 3 weeks later we had a chance to read the sales agreement and realized we had missed the 10 day cancellation period. We immediately sent a certified letter to cancel the contract. We were notified soon after that we had signed a contract and that we didn't cancel within the allotted time frame. Therefore there wasn't anything they could do and that the case was closed.

Enclosed is a copy of the letter sent to Diamond Resorts. Please note the bullet points in this letter. The wife and I have been faithful owners at Cypress point resorts in Lake Buena Vista for over 25yrs and have invested appx. 50 K in investment and maintenance fees over the past 25 years. At this point all we are asking is to be able to trade our existing deed in exchange for cancelling the new contract and all charges incurred.

The wife and I are both in the latter half of our seventies and living on a fixed income. I have recently had a heart attack and had five stents inserted. This has been very stressful and trying to deal with. We haven't heard anything from anyone at Diamond resorts since they received the letter we sent--except notices and copies of past due monies and interest charges. When they responded, they said there wasn't anything they could do and felt the case was closed.

We are very concerned about this matter. Is there's anything you can do to help us resolve the situation? Please don't hesitate to contact us! We desperately need help. Thanking you in advance for anything you can do.

Sincerely,

Thomas E. Lyman

Thomas E. Lyman

Suzanne M. Lyman

Suzanne M. Lyman

Thomas E. Lyman

Suzanne M. Lyman

17689 Francavilla Livonia Mi. 48152

September! 3, 2019

Diamond Resorts U.S. Collection c/o Rescission Coordinator,

Diamond Resorts Financial Services

10600 West Charleston Blvd.

Las Vegas, NV 89135

To whom it may concern:

My wife and I and family were on vacation at Cypress point Grande Villas, where we have been owners for approximately 25 years. This was the beginning of our three week vacation.

We agreed to a 1 hour presentation with Diamond resorts, for that we were offered a $75 gift card.

We attended this meeting. After approximately a two-hour presentation, we expressed some interest; however, we said we had to leave to attend a baseball game in Lakeland. They said quickly fill out these forms and see if you qualify for a credit card, and they could do a credit check. We had to return the next day to sign another form for the credit card approval. Then we had to return a third day for the remaining information concerning the Trading of our time share for points for the Diamond Resorts vacation club. Most of the questions we had went unanswered. We expressed interest in taking a river cruise to visit Poland. We were told that Diamond resorts owned the Norwegian cruise lines, and they were sure, we would be able to work out something. We again said we were on vacation and had plans for the day. They said they could hurry the closing and get us finished quickly. We agreed and did the electronic signing for closing.

We did some research and found we were misled on several areas. We were also told we would have all of our questions and concerns answered when we got home and attended our new owner's orientation meeting in our area. After checking this out when we got home, we found we would have to travel another 550 miles to the nearest location for this orientation.

The wife and I are in the latter stages of our 70's and don't see the advantages of all of these points for vacations in the next 10 or so years.

**** refused to answer our questions and concerns.**
**** The presentation was much longer than promised.**
**** We were led to believe we were trading our existing time share for the point system.**
**** The wife and I are in our late 70s and are on a fixed income and can't afford these costs.**
**** I have had a recent heart attack and had 5 stents inserted.**
**** Diamond resorts doesn't own Norwegian cruise lines.**

We read this contract after we returned home from our three week vacation to find out there was a clause in this very lengthy contract stating we had 10 days to object to this contract. We feel that since we were out of town for that period of time we didn't realize that deadline on cancelation. We immediately responded (in writing) when we got home.

At this point we would be willing to trade our existing time share deed in exchange for a complete cancellation of this new contract. We have not taken advantage of any of these perks or opportunities offered through this new point arrangement.

At this point we feel we have to respectfully cancel this contract. Thanking you in advance, but we desperately need help in this matter!

Sincerely,

Thomas E. Lyman & Suzanne M. Lyman

Thomas E. Lyman Suzanne M. Lyman

MR. & MRS. THOMAS LYMAN
17689 Francavilla
Livonia, MI 48152

METROPLEX MI 480

05 OCT 2019 PM 5 L

USA FOREVER

Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399

32399-999955

CS| Follow up SR

October 5, 2019,

Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399

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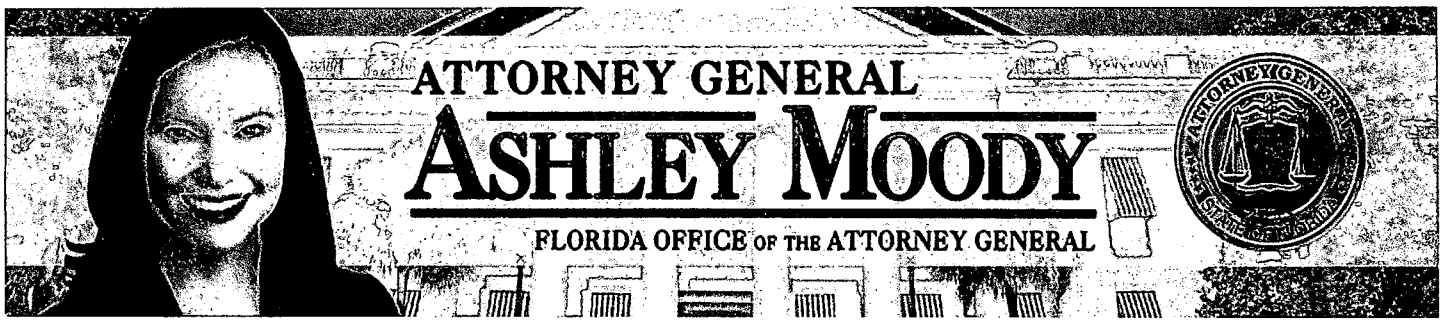
Thomas E. Lyman

Thomas E Lyman

Suzanne M. Lyman

Suzanne M Lyman



Citizen Services Contact Form

This will route your questions or complaint to the Attorney General's Office. Please fill out the form below and click on the "Submit" button. You will receive an electronic confirmation that your complaint or question has been received by this office.

If you would like to keep current with news on Attorney General's efforts to fight fraud please subscribe to the Attorney General's weekly newsletter.

Note - This form may also be used for Price Gouging Complaints.

**Required information.*

Section 1 - Your Contact Information

First Name* THOMAS

Last Name* LYMAN

Street Address* 17689 FRANCAVILLA

City* LIVONIA

State MI

Zip 48152

County* *Florida Residents* WAYNE

Phone 734-765-3828

E-mail Address* TLYMAN1997@AOL.COM

Confirm E-mail Address* TLYMAN1997@AOL.COM

2ND MAILING
PLEASE REPLY

Section 2 - Who is your complaint or inquiry about?

Subject/Category* DIAMOND RESORTS

Name/Firm/Company* DIAMOND RESORTS

Street Address

10600 WEST CLARLESTON BLVD

City
LAS VEGAS

State
NV

Zip
89135

County

Phone

Website

Date of Transaction
3-20-19

Amount Paid

Payment Method

Questions/Comments

SEE ENCLOSED LETTERS

Are you 60 or older? (Penalties can be enhanced for victimizing senior citizens)
⊗Yes ○No

Military status?
○Active ⊗Veteran ○N/A

I understand that your office does not give legal advice. I also understand that your office cannot take legal action for me individually.

Note:

1. **All information submitted with this complaint is 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.**

I am filing this complaint to notify your office of the activities of this business/individual and to seek any assistance you may be able to render.

Submit Reset

Florida Toll Free Numbers:

Thomas E. Lyman

Suzanne M. Lyman

17689 Francavilla Livonia Mi. 48152

September! 3, 2019

Diamond Resorts U.S. Collection c/o Rescission Coordinator,

Diamond Resorts Financial Services

10600 West Charleston Blvd.

Las Vegas, NV 89135

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**** We were led to believe we were trading our existing time share for the point system.**
**** The wife and I are in our late 70s and are on a fixed income and can't afford these costs.**
**** I have had a recent heart attack and had 5 stents inserted.**
**** Diamond resorts doesn't own Norwegian cruise lines.**

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Sincerely,

Thomas E. Lyman & Suzanne M. Lyman

Florida
Attorney's General Office

OCT 23 2019

Citizen Services

MR. & MRS. THOMAS LYMAN
17689 Francavilla
Livonia, MI 48152

CERTIFIED MAIL

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48152
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Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399 CS

CS|TS SR

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:	Complaint is Against:
BOWEN LOWELL F	Mystic DUNES RESORT DIAMOND RESORT
Last Name, First Name, Middle Initial	Name / Firm / Company
2901 NE 46th ST	P.O. BOX
Mailing Address	Mailing Address
Lighthouse Point, FL USA	CORAL SPRINGS
City, County	City, County
FL 33064	FL 33075-8526
State, Zip Code	State, Zip Code
754 222 8898 · 954 303 0100	877 374 2582
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
ben-bowen@msn.com	DIAMOND RESORT.COM
Email Address	Business Email or Web Address

Are you over the age of 60? X **Yes** __ **No** / **MILITARY STATUS** ☐ **Active Military** ☒ **Veteran**

(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service invoiced: STANDARD ASSESSMENT **Amount Paid: $** 2413.35 **Payment Method:** BACK CHECK

Transaction date: 12/15/18 **Did you sign a contract, estimate, invoices or other supporting documents?** __ **Yes** X **No**

Have you retained an attorney? __ **Yes** X **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)

Please explain your complaint. Attach additional sheets, if necessary.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Lawrence Bennett Date: 10/21/19

Lowell + Doris Bowen
2901 NE 46th St
Lighthouse Point, FL 33064

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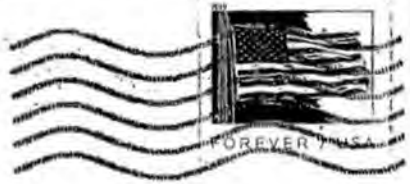

Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

32399-105099

CS|TS SR

Michael & Mandy Dyal
777 Oaks Edge Dr.
Gahanna, OH 43230
mike.dyal@gocruisers.org

11/4/2019

Office of Attorney General State of Florida
Consumer Protection Div.
The Capitol PL-01
Tallahassee, FL 32399-1050

To Whom It Concerns,

We are writing you to ask for any assistance or guidance you can give on helping us get our most recent purchase with Diamond canceled and refunded. When I made the purchase, I was told I was merely upgrading by adding more points. What actually happened was they sold me a completely new and separate contract, # 17048041, causing us to have two contracts instead of one. I would like to give the details of how this ended up happening so you can give the best assistance and advice possible.

I, Michael, have been a member with Diamond Resorts since 2012 when I purchased a "trial vacation package" while vacationing at Little Tiki Village in Winter Garden, FL. My girlfriend at the time, who is now my wife, was going through many financial struggles so I thought it would be a way for us to vacation and ease some of the stress. I paid $1875 which afforded us one week at The Cove at Ormond Beach in 2013. During that trip, I was told there was a requirement for new members and that we must attend an owner's presentation about the package I purchased in 2012. We attended the presentation that lasted hours and we were given the same sales pitch as before. This time I was being asked to "upgrade" to an annual points package. I was told this would allow even more access to specific locations and I would have "priority" booking over other guests. I was again told how easy it would be to book whatever location I desired whenever I wanted to travel. I decided to make the purchase and agreed to the upgraded package. My girlfriend and I had gotten married before that purchase. We were looking forward to these new travel opportunities that we were told would be so easy and affordable.

In 2014 we wanted to begin booking our summer vacation. I am a teacher, so I have summers off, but my wife Mandy is a nurse and her vacation requests are never guaranteed. We searched for something on the beach and wanted to visit a resort other than The Cove which we had visited already. After weeks of searching, we finally settled on Mystic Dunes in Orlando. This was a huge disappointment as we had been told the upgrade would allow us to travel wherever and whenever we wanted with priority booking and this is not where we wanted to visit. We did not get what we had been told we were purchasing, which was the ability to book wherever we wanted without restrictions. My wife became skeptical. This began causing problems in our marriage as we were struggling to pay the monthly loan amount and the fees associated with the timeshare.
We booked our trip for June of 2014 and when we arrived at the Mystic Dunes resort, I was again told I MUST attend another owner's presentation. At this point, my wife was frustrated with Diamond and had no interest in attending the presentation, so I went alone. I was met by a sales representative named Ron Allen. He began telling me that I must purchase more points because the booking we had just made at The Mystic used 4200 of our purchased 4500 points. He insisted that if we wanted "nicer"

vacations at more "desired locations" the only way that was possible was to purchase more points. I told him no and I told him that we could not afford it and that my wife was already extremely unhappy with Diamond, so much so that she refused to come to the presentation. I told him that my wife had filed for bankruptcy a few years before and it would not be a smart purchase for us. He continued to pressure me stating that he would make it affordable for us. He said that if we wanted to travel to the beach or locations like Disney World, we must have more points to do so. I was told it would be a "good investment and worth my money." After hours of pressure and Mr. Allen not accepting my refusal, I agreed to purchase 5500 points. **This is the purchase I am disputing.** Instead of merely upgrading me,
they created an entirely new contract and I was not aware of it until later. I now have 2 open contracts with Diamond and am paying maintenance fees in excess of $1800 a year. On top of that I am paying monthly loan payments and fees that total over $600. Although we have utilized the timeshare throughout the years, it has not been without a great deal of stress and anxiety. There is NO EASE IN BOOKING. Nothing that was presented to me has proved itself true. It has become nothing more than a money pit that we cannot afford. I was greatly misinformed and maliciously lied to. At this point I felt stuck and continued to try and make the best of a horrible situation.

We had our 4th child in November of 2014. It became much harder to book vacations especially when you had to book everything so far in advance just to get the leftovers. We basically had to stalk the website in hopes of finding something closer to home. The cost of airfare for all 6 of us was not an option. We would have to drive wherever we vacationed. Once again, we tried finding places in the Carolinas and Virginia Beach. Nothing was available. We were left booking again at the Ormond Beach/Daytona Beach area although we had been to this same location twice before. We would now be going again because there was nothing else available to us. When we arrived, we had to attend the "owner update" meeting just as before and my wife voiced her frustration to the sales rep about the entire process. The solution we were given each time was to buy more points. The rep told us that in order to book at any location, we would need to do so AT LEAST 13 months in advance! This is something that was never divulged at any point in the sales presentation. With this information, we had to book our summer 2017 vacation in June of 2016. Even in doing this, we were still unable to reserve the resorts we wanted and ended up in Myrtle Beach where it was overcrowded and dirty. It was not a good experience. After this vacation, we realized that this contract and the money we pay IS NOT WORTH the headache or the stress involved. We can easily book the same vacations through any online travel site for less than what we pay in monthly fees and maintenance costs. Anyone in the general public and not a member with DRI could book the same resorts and accommodations for less than what we pay. The vacations we have taken since this purchase have been subpar at best. We cannot afford to fly to our vacation destinations but nothing is ever available closer to home. In 2018 we were unable to book a vacation because of prior commitments so we lost all of our 10,000 points! This is not something that was shared with me during the sales presentation. If you purchase the points, how can you lose them? We were told points could be used for flights, but I found out that the points we had would cover at most is 1 airline ticket!

This entire situation has caused so much strife in my marriage. It has caused us to fight and even discussing it leads to frustration. It has brought a great deal of financial distress and is a horrible financial burden to us. We struggle to make ends meet and pay our day to day bills. We now have 4 children and have spent over $40,000 for this timeshare with not much to show for it.
Diamond has robbed us of our peace and our enjoyment. In total we have taken 6 vacations through DRI, and each time we have experienced the same issues. Limited or no availability, dates of travel not available, and being left to settle has been the common factors each time. EVERY YEAR the

maintenance fees have increased and not by just a small fraction. From 2018-2019, my maintenance fees increased by $188 and over $300 in the past 3 years! I have been pressured to upgrade yet again to "Silver status" so we could enjoy better vacations. It's all just a racket! I was told we could enjoy 2 vacations a year but that's only if I upgrade to a more expensive premium package. This is nothing but a scam presented by very manipulative people. I thought I was doing something good for my family in trusting Diamond Resorts. I could not have been more wrong!

We believe Diamond committed fraud by selling me an entirely new contract without ever informing me that was what was taking place. I signed the documents thinking I was merely adding more points to my first contract. We hope you are able to help us any in way possible so we will be able to get that second contract cancelled. Thank you for any advice or assistance you can offer.

Signed,

Michael Dyal
Mandy Dyal

Florida
Attorney's General Office

NOV 1 2 2019

Citizen Services

Dyal
777 Oaks Edge Dr
Gahanna, OH 43230

COLUMBUS OH

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Office of Attorney General State of Florida
Consumer Protection Division
The Capitol PL-01
Tallahasse, FL 32399-1050

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Orlando CO | Timeshare SR

AARONSON LAW FIRM

Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

(407) 644-1336 PHONE
(407) 644-0191 FAX

Web: www.aaronsonlawgroup.com
E-Mail: aa@aaronsonaustin.com

November 21, 2019

Diamond Resorts International, Inc.
d/b/a Monarch Grand Vacations
Attn: Ms. Corrine Gaxiola
Office of the General Counsel
10600 W. Charleston Blvd
Las Vegas, Nevada 89135

Via certified mail

Re: **Names:** Alma Gail Boorman
Address: 11786 Quail Village Way Naples, FL 34119
Contract Number: 17775062
Date of Purchase: September 15, 2018

Dear Ms. Gaxiola:

We represent the legal interests of the referenced individual with respect to a dispute that has arisen concerning her purchase of a resort vacation interest with your company. The transaction giving rise to Mrs. Boorman's grievances occurred on September 15, 2018, when she paid $26,250.00 in consideration of a timeshare upgrade interest, including an initial cash deposit of $5,500.00. Mrs. Boorman consolidated her existing loan of $40,795.25 and re-adjusted her payments to finance the inclusive $62,295.25 amount in monthly installments of $966.49 at a 13.98% interest rate.

We must respectfully insist that all future communications regarding the associated obligations be directed to this office in compliance with 15 U.S.C. § 1692c(a)(2) and/or Fla. Stat. §559.72, and/or analogous state provision concerning the issues at hand. Certain misstatements and other irregularities occurred during the sales presentation with which our client take issue. Moreover, she complains of problems in accessing the resort network on reasonable terms and conditions, even relative to the consuming public at large.

In terms of background, Ms. Boorman was notified by phone from a Diamond Resort representative she needed to attend a 1-hour informational meeting at Coconut Point Hyatt, in Estero, Florida to let members know about new benefits being added to new memberships. Our client was informed that investment opportunities and benefits would be discussed along with enhancements for owners.

During the presentation, Ms. Boorman sat through a preliminary informational session during which the merits of becoming continued members of your company's resort network were touted. During this session a number of promises were made, some of which our client has since learned to be false. For example, our client was led to believe that the informative meeting for existing members was more of a new sale presentation and investment in this opportunity was like membership in an exclusive club, allowing access to all of these resorts and other destinations throughout the network. She was specifically shown marketing literature portraying the availability of cruises, international resorts throughout South America, Europe, and various locations around the United States. Ms. Boorman repeatedly informed the sales staff that she was not interested in purchasing more points and because of her Parkinson's Disease disability, it was difficult for her to travel and use the points she already had. Ms. Boorman even advised she wanted to leave but was pressured to stay in order to obtain a courtesy trip or cruise. The sales staff stated that this purchase would appreciate in value similar to an investment in real estate, and that your company had a re-sale and rental program to enhance the value of the investment.

Additionally, during the presentation Ms. Boorman was told that her maintenance fees were in arrears and she could not use her membership until the account was brought current. Ms. Boorman was under the impression that the down payment that she made was to pay the arrears and that she was just re-financing her existing membership at a lower interest rate. Ms. Boorman later realized they had actually sold her more points. She was informed by the sales staff she could later sell the points back to Diamond Resorts International since she bought them at a low price as compared to the current price per point.

The marketing team failed to disclose that much of the access to international and even domestic resort destinations is only available through paying additional exchange network fees. It was not until after our client actually tried to make reservations that she learned of this. During the sales presentation she was informed she would specifically be assigned a person to manage her account and help her make reservations and advise of points usage. Our client now realize that she was forced to compete with outsiders who are booking publicly through individual resort websites. It has also become clear that membership in the network is not, properly speaking, a financial investment.

After many hours of sitting through the sales meeting our client finally gave in under the pressure and signed the closing documents. During the closing phase Ms. Boorman informed the closing agent she was feeling very tired and shaky making it difficult for her to write due to her Parkinson's Disease which affects her mobility, memory, and emotional stability. The closing agent never provided Ms. Boorman a meaningful chance to read the contents of the paperwork involved, and the closing agent, offered no explanations. Rather, the closing agent perfunctorily pointed out the signature blocks on page after page.

Moreover, Florida prohibits deceptive or unfair commercial practices involving the elderly or disabled. Ms. Boorman is Disabled and 66 years old, respectively. Accordingly, she is deemed 'disabled, and elderly' under, FL. Stat FL. Stat §§825.103 at all times material to the allegations of this letter. Sales representatives and closing agents stood in a position of trust and confidence with respect to our client while also having a business relationship with her. In this respect, sales agents exploited the vulnerability and medical condition of Ms. Boorman for their own financial

advantage and that of your company. As a direct result of this exploitation, our client has suffered financial loss, and in line with the provisions of Florida Statue §772.11, our client may have a private right of action for three-fold the foregoing loss, as well as exemplary damages, attorney fees, and the costs of any subsequent legal action.

There exist equitable concerns that we urge you to consider in this instance as well. Ms. Boorman has had Parkinson's Disease for over 15 years, and is currently supporting herself along with assisting her son's living expenses while he is attending college. Ms. Boorman currently works as a landscape architect however, but is being forced to leave the profession on or about the end of 2019 due to the advanced issues she has with her disability. Ms. Boorman also pays up to $18,000.00 a year in out of pocket expenses for her daily monitoring and medication not covered by any health plans. Thus, without your kind consideration in this regard, our clients' essential needs will be jeopardized due to the expense of a vacation interest that she can neither use nor afford. If you require verification with respect to any of these components of the family's hardship, we can supply the documentation in confidence upon execution of an appropriate HIPAA release.

Given these compelling legal and equitable issues, we hope and trust that this dispute can be resolved. In this regard, our clients are willing to relinquish their vacation ownership interest in exchange for a full refund of all amounts paid thus far. We regret that this proposal will not be extended if we are forced to resort to formal dispute resolution. Thank you for your kind attention to the issues addressed in this correspondence.

Sincerely,

Austin N. Aaronson, Esq.

ANA/kb
CC: Clients

Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Halsey Beshears, Secretary
Florida Department of Business and Professional Regulation
Attn: Division of FL Condominiums, Timeshares, & Mobile Homes
Bureau of Compliance
2601 Blairstone Road
Tallahassee, Florida 32399-1030

Florida
Attorney's General Office

NOV 26 2019

Citizen Services

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AARONSON LAW FIRM
Sanlando II
2180 West State Road 434 • Suite 6136
Longwood, Florida 32779

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Office of Attorney General Ashley Moody
State of Florida
Attn: Citizen Services
PL-01, The Capitol
Tallahassee, FL 32399-1050

CS

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CS|Follow up
SR

November 14, 2019

Via certified mail

Gregory Powell
Office of Citizens Serviced
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida

Re: Consumer: Thomas and Suzanne Lyman
Diamond Resorts Account # 9-41592

To whom it may concern:

This is in response to a letter to you from Shelbey Knapp of Diamond resorts.
We disagree with the facts stated in the letter to you dated November 8, 2019 The wife and I both agree that Diamond Resorts sales manager Tamera West told us that Diamond resorts owned Norwegian Cruise Lines and it wouldn't be any problem to secure a trip on a riverboat cruise to see Poland and other sites in that region !

We were also contacted via a phone call before we arrived at the resort. The person said we would be able to attend a meeting at the resort. (Not for a sales presentation) at which time I mentioned I wanted to complain to someone that I wasn't happy with the fact that we had been owners for appx. 25 years at that resort, and RCI couldn't secure the week we wanted with our banked points. We were told they would set that up for us and that it wouldn't take more than one hour.

As we presented in our letter to Diamond Resorts Dated September 3rd. 2019. We showed some interest and had to attend meetings 3 different days. We were assured by Sales rep. Tamera West, that the transfer of our existing time share would be traded for the new point system and it would be an even trade. We feel that enclosed assignment agreement, which Shelby included in the rebuttal letter confirms that arrangement! When we agreed to this arrangement, we had several question that weren't yet answered. She kept mentioning she didn't have time to discuss all our concerns at this time and would get to that later. Since we were there to enjoy our vacation with our family, we agreed. We were told it would only take a few more minutes to close this arrangements and initial and sign a few documents. We were told not to ask any questions at this meeting, because we would only slow things down and we might have to return to the meeting room to review the presentation. All our questions and concerns would be answered at our new owner's orientation meeting when we returned home. We later found (when we returned home and tried to set–up an orientation meeting), that the closest place to our home was St Louis Mo. Appx. 550 miles away ! We would be required to provide our own transportation to this meeting.

Again I would like to mention that the wife and I are in our late 70's and have had various health issues and I had a recent heart attack and five stents inserted. We've been under stress and anxiety because of this situation, which we feel wasn't presented properly and that it exploited the elderly!

Please review the letters we included in our original complaint and we are willing to totally give up our interest in our original paid time share deed for cancellation of this new misunderstanding.

Thanking you in advance, but we feel we have been taken advantage of and desperately need help in this matter!

Sincerely,

Thomas E. Lyman

Thomas E. Lyman

Suzanne M. Lyman

Suzanne M. Lyman

CS/Timeshare SR

Office of the Attorney General

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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	Complaint is Against
THOMAS E. LYMAN	DIAMOND RESORTS
Last Name, First Name, Middle Initial	Name / Firm / Company
LYMAN, THOMAS E.	DIAMOND RESORTS.
Mailing Address	Mailing Address
17689 FRANCAVILLA	10600 WEST CHARLESTON BLVD.
City, County	City, County
LIVONIA, WAYNE CO.	LAS VEGAS,
State, Zip Code	State, Zip Code
MICHIGAN, 48152	NEVEDA 49135
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
734-765-3828	—
Email Address TLYMAN1997@AOL.COM	Business Email or Web Address —

Are you over the age of 60? X **Yes** __ **No** / **MILITARY STATUS** ☐ **Active Military** ☒ **Veteran**

(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: _____ **Amount Paid: $** _____ **Payment Method:** _____

Transaction date: _____ **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:

(ATTACH COPIES. DO NOT SEND ORIGINALS)

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

Please explain your complaint. Attach additional sheets, if necessary.

SEE ATTACHED LETTERS!

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Thomas E. Lyman Date: 10-5-19

Suzanne M. Lyman 10-5-19

MR. & MRS. THOMAS LYMAN
17689 Francavilla
Livonia, MI 48152

7018 3090 0001 1307 2705

USA FOREVER

Gregory Powell
Office of Citizens Services
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida 32399-1050

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THE ATTACHED FOLLOW UP LETTER TO DIAMOND RESORTS. REFFERAL BY THE STATE OF NORTH CAROLINA LETTER ATTACHED.

THANK YOU

Robert Fgush

12-2-2019

CS|Timeshare
SR

REGISTERED MAIL – RETURN RECEIPT REQUESTED

December 2, 2019

Jaden Wade
Diamond Resorts
10600 West Charleston
Las Vegas, NV 89135

Re: Gish Timeshare
Fairway Forest Resort
Building 14, Unit 1346, Week 43

Dear Mr. Wade:

This letter will confirm your telephone call to my wife and I on November 15, 2019. In a very lengthy telephone conversation, the following items were discussed and we qualified under the following conditions to return the referenced timeshare week confirmed by you verbally under the following conditions:

1. That we owned the timeshare for over six months.
2. The timeshare was paid in full.
3. The deed was free and clear.
4. The maintenance fees for 2018 and 2019 must be paid in full at an additional cost of the Gish family in the amount of approximately $2000.00. Agreed to extra cost under duress. We verbally protested the additional costs of the maintenance fees for 2018 and 2019 as we made the same arrangements in 2017. We paid the maintenance fees as requested in 2017 but the title was never transferred. You acknowledged our follow up contact in 2018 but indicated that your files had no record of the 2017 arrangements.
5. Not retained an attorney to be involved in the transfer as one of your firm conditions.

In our discussions the basis for the returned timeshare explained by the Gish family included:

1. We have not been able to use the timeshare for several years.
2. We purchased the premium week of timeshare.
3. Limited travel due to our age and physical conditions.
4. Breach of contract by Fairfield.
5. We refused additional costs to transfer our contracted week for the points system.
6. Unable to trade our weeks for other premium weeks even trying years in advance.
7. Diamond Resorts is renting our timeshare week for revenue.
8. The timeshare has zero resale value.
9. Loss of our investment in the amount of $11,800.00

Transferring the title to our children is not a reasonable option as you suggested. The time share has no value as the maintenance fees, RCI fees and transfer fees exceed the reasonable cost for similar accommodations paid by cash for a week.

You told us you would immediately email the paperwork confirmation of the title transfer and send me a written copy of the confirmation in the mail under the Diamond Resorts letterhead. You have our home address on our registered mail and we gave you verbally our email address. We refused to pay the maintenance fees in advance until we received the confirmation in writing.

To date, since our conversation on November 15, 2019 including todays mail some 18 days ago, we have not received an email, letter from you or Diamond Resorts nor a phone call. The email has not been received in our spam folder. What is the status of our verbal agreement and your approval over the phone? We have not received a reply from the Fairway Forest Homeowners Association, lawyer Philip Richardson who is threating us with legal action for delinquent maintenance fees or Wyndham Resorts from our registered mail to each of them on November 8, 2019.

We do not need the emotional stress that this issue has caused us for the last several years. We want this resolved and placing Diamond Resorts, Wyndham Resorts and Fairway Forest Townhouse Association on notice that we refuse to pay additional maintenance fees for 2020 per copy of this letter to all.

Robert Fgish Mary H. Fish

Robert and Mary Gisb
2139 Chesapeake Drive
Ft. Collins, CO 80524

CC of this letter to the following by first class mail.
Philip Richardson with Eck, Collins and Richardson – Orlando, Florida
Fairway Forest Townhouse Association – Cashiers, NC
Wyndham Resorts – Orlando, Florida
State of Nevada Attorney General's Office
State of Florida Attorney General's Office
State of North Carolina Attorney General's - Office: Attention Adrienne Glover

REGISTERED MAIL – RETURN RECEIPT REQUESTED

December 2, 2019

Jaden Wade
Diamond Resorts
10600 West Charleston
Las Vegas, NV 89135

Re: Gish Timeshare
Fairway Forest Resort
Building 14, Unit 1346, Week 43

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3. The deed was free and clear.
4. The maintenance fees for 2018 and 2019 must be paid in full at an additional cost of the Gish family in the amount of approximately $2000.00. Agreed to extra cost under duress. We verbally protested the additional costs of the maintenance fees for 2018 and 2019 as we made the same arrangements in 2017. We paid the maintenance fees as requested in 2017 but the title was never transferred. You acknowledged our follow up contact in 2018 but indicated that your files had no record of the 2017 arrangements.
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9. Loss of our investment in the amount of $11,800.00

JOSH STEIN
ATTORNEY GENERAL

STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE
9001 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-9001
WWW.NCDOJ.GOV

CONSUMER PROTECTION
TOLL-FREE IN NC: 877.566.7226
OUTSIDE OF NC: 919.716.6000
FAX: 919.716.6050

November 19, 2019

Bob & Mary Gish
2139 Chesapeake Dr
Fort Collins, CO 80524-2214

Re: File No. CP-19-00097
Wyndham Resorts
6277 Sea Harbor Dr
Orlando, FL 32821-8043

Dear Mr. & Mrs. Gish:

Thank you for filing a complaint with the Consumer Protection Division regarding Wyndham Resorts. Your request for assistance falls more appropriately within the authority of another agency.

By copy of this letter, we are forwarding your complaint to Florida Attorney General, requesting that this matter be reviewed to determine whether there has been a violation of the laws or rules that it administers.

We encourage you to contact us again if you have a consumer problem which you believe warrants review by our office.

Sincerely,

Adrienne Glover
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

cc: Florida Attorney General
Nevada Attorney General

Florida
Attorney's General Office

DEC 09 2019

Citizen Services

BOB AND MARY GISH
2139 CHESAPEAKE DRIVE
FT. COLLINS, CO 80524

DENVER CO 802

02 DEC 2019 PM 9 L

STATE OF FLORIDA
ATTORNEY GENERALS OFFICE
3507 E FRONTAGE ROAD
SUITE 200

TAMPA, FL
33607

33607-701350

CS|Timeshare
8R

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:	Complaint is Against:
Brennan, Teresa M.	Diamond Resorts
Last Name, First Name, Middle Initial	Name / Firm / Company
7 Oceanside Drive	Unknown; see notes & supporting documentation
Mailing Address	Mailing Address
St. Augustine, St. Johns County	Jacksonville, Duval
City, County	City, County
Florida, 32080	Florida, 32207
State, Zip Code	State, Zip Code
904-302-0778	
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
teresado1955@gmail.com	
Email Address	Business Email or Web Address

Are you over the age of 60? x **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 Ownership **Amount Paid: $** $313,943 **Payment Method:** credit card

Transaction date: 11.18.2018 **Did you sign a contract, estimate, invoices or other supporting documents?** x **Yes** __ **No**

Have you retained an attorney? __ **Yes** x **No**

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
None.

(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)

Please explain your complaint. Attach additional sheets, if necessary.

Diamond has sold me a number of properties, all of which turned out to be nothing more than financial burdens. I have made every effort to lessen the load with and without Diamond's help, and their recommendations that I purchase more points to leverage lower payments have resulted in no significant change in this situation. I tried working 6 days a week at least 2 weeks out of every month to keep up with my payments in addition to the expenses for sending the second of my four children to college. I also tried to pay off a portion of this debt by refinancing our home but the when the mortgage agent talked to the loan department they said I could put some toward the principal balance, but they would not renegotiate the loan. The interest rate of over 12% would stand on the original loan.

Later on, I got a call about some new programs that Diamond was offering which hinted at being able to sell back some of points or use them in a different manner which would save in the Association fees. I went to the presentation at a location I can't vividly recall—potentially Marriott. Diamond must not have realized I still owed on my points, which meant I was not eligible for this program to begin with. One last time I was convinced to re-do the points and trade into the US collection because they said the Hawaii Association fees were going up and my fees would be even higher next year. They apologized for some people being "less then honest," and getting me into this situation. One of them even told me about a bank that would re-finance timeshare loans but I had to be under $100,000,00 for this bank to consider this (I was also told not to let anyone know they told me about the bank that did these loans). They said they understood I was overextended, but to help decrease the future costs and correct what happened with the last purchase I made in attempt to get out of this debt, I would have to pay for some more points. They said this was to switch the collection, which would save me some money on monthly payment and the expected increase in fees. I had to put down $23,925,00 to make this switch. In the end, my monthly payment went down only $20.00 per month. The amount financed dropped by a small amount, but the Association fee has remained the same. The women who did this transaction made me promise not to speak to anyone about any changes to the timeshare as I had spent more than enough money and I needed to work toward getting to point I could refinance this debt.

In conclusion, I am at the end of my rope with Diamond Resorts. I have been purposefully misled time and time again throughout the course of my ownership. I would have never purchased if the sales reps would have told me the full truth about what I was buying. I have "invested" a lot of money into this company with nothing in return. Please allow me to retire in peace. The only fair solution here is a cancellation of my contracts and letting me walk with my dignity.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: J M Brennan Date: Nov 23, 2019

TO:
Diamond Resorts
10600 W. Charleston Blvd.
Las Vegas, NV 89135

FROM:
Teresa Brennan
7 Oceanside Drive.
St. Augustine, FL 32080

Dear Diamond Resorts,

I have been a member of your organization since the summer of 2015. I was at your property in Maui, andI met with a representative. I loved the concept of consolidating my multiple timeshares into one spot to make them easier to keep track of and use with ease. Each time I met with one of your representatives to learn about improvements to your program, I had to always purchase more to fix different problems. Sadly enough, I still cannot get what I want or when I want despite being a "platinum member". Oddly, there's always a mistake that was made prior and the new representative has to "fix" their mistake. This entire experience with Diamond is NOT what I expected it to be NOR is it what I was led to believe by your sales representatives. I have invested a large amount of money into your company with hardly NO return.

It began in the summer of 2015 when I decided to take my first vacation with the kids after the death of my husband. Allan (my husband) and I had bought some timeshares in Hawaii when we were stationed in San Diego (We are both US Navy veterans). At this Maui property, I attended the presentation. I met with a woman at this location who told me how buying at Diamond Resorts would solve all of my problems. She knew I was trying to juggle 3 properties along with having 4 kids in elementary school through college. She promised me that the costs would be comparable to the payments I was already making yearly. She stated that I could easily return to the Hawaiian property. She also touted how she owned there as well. The sales rep also told me that I could roll over all of my other timeshares to increase my bargaining power. I didn't realize until recently that I was paying money every year for the "privilege of possibly allowing them" to use the weeks I had already paid for! What a rip off! I never once turned in a week, but I know I have paid over $1000 for this "privilege".

I've also been told that I could EASILY rent out a week to pay for my Association fee and also make a little money on the side. I don't know how this would have actually worked since I couldn't even get a reservation at any of the locations I wanted to travel to. ALSO, I turned in three properties that were ENTIRELY PAID OFF and still picked up an additional debt. I ended up having to use some of my insurance money to pay this off.

In 2016, I decided to take a cruise which a bonus I "earned" as a part of my previous Hawaii purchase. I ended up having to pay for an additional cabin for my other family members since the points I had didn't cover my family. Before the cruise, I met with a sales rep in Las Vegas.

The rep immediately told me that I needed "a few more points" to be able to access the resorts and hotels easier. He stated that the cost for the additional points would NOT be significant since I had paid off my first purchase. They issued me a new credit card and told me that by using the credit card and/or points, it would basically pay for the Association fee. This was NOT true at all.

I heard the same sales pitch the next I visited a Diamond resort as well. I was never able to do this because the down payment put on the credit card ($18,000) didn't earn the points needed or the down payment money couldn't be used for this benefit(I never figured out which)for this. I had 6 months to pay this off with no interest, but of course I also had to pay on the rest of the $65,810 in loans along with saving for the Association fee due at the end of the year. After unrelenting pressure from the sales rep, I reluctantly agreed to the purchase. Before leaving on the cruise the following day, I began doing some rough calculations on the amount of debt I was taking on and knew I didn't want to be apart of anymore debt. I wanted to cancel the contract while I was within the recession period, but I couldn't because I was on a cruise to Mexico which means I had an extreme lack of resources. I was hoping this purchase would broaden the resorts I could go to in the area, but that didn't happen. It turned out that all of my upcoming required trips for continued education had ZERO resorts that I could go to. The main reason I purchased was to be able to bring my family with me during my required classes. I was told that there was a "new program" that would allow us to use points for some hotels and it was supposed to fix this problem. This also turned out NOT to be true.

The fall of 2017, I was attending a conference when I decided to go to an update because I didn't know how to access my benefits properly(generally these were advertised as a owner update) The sales rep I had at this location was completely appalled to hear that I was paying out of pocket for hotels and airfare when I had so many points. He began to explain to me that there was a new program which would allow me to utilize my points for airfare and hotels. He also stated that I would be able to easily book them too. What he failed to mention was to get a 100% point value on the airlines, you had to your flight in the first few months of the year. This would have been important information to know while purchasing, don't you think? Along with the airline lies, there was a catch on the luxury hotels too. He failed to mention the value of points that needed to go towards these. The sales rep used several techniques to entice me to purchase like making me feel like I HAD to make a quick decision on the new program (he said it was like a Christmas Club Savings Account for that yearly vacation would now have the money set aside for the air fare And the place to stay without worrying about it) or I would lose out on the offer. The sales rep assured me that I would be at the Platinum level and he would personally help me make reservations with no hassle. Somehow he convinced me that I would be saving money in the long run and I would be able to enjoy more time with my family. I really thought that all of the savings on the airfare and hotels would be beneficial too. Little did I know, he was pulling the wool over my eyes to achieve that sale. The lies continued when he told me that I would be able to refinance the loan (no local bank will refinance a timeshare loan) and somehow claim the cost of the upgrade as a business expense. Of course, this turned out to be something that wasn't possible legally.

The sales rep continued to assure me by telling me how he knew how it felt to lose a close family member and how we needed to protect our veterans. He assured me that this "investment" would be beneficial for my family in the long run. I truly felt like he had my best interest at

heart. This improvement in ability to make the reservations I wanted, book airline tickets, cruises and hotels in almost every local in the world ended up costing me a down payment of 29,100.00 and an added 145,500.00 added to my current loan of 80924.00. I was again told that he would show me how to utilize the points from Master card and points to cover the Association fees in years when I could not use all the points. He also told me that I could make reservations and rent out my units and this would more then pays for the fees. I know that was also told that assuring points were in US collection versus the Hawaii collection I would protect myself for the Association fees going higher. The increase in my payments was to be minimal and savings on planes and hotels maximized but the payments were climbing, as were the Association fees. I had been promised that I would be re-reimbursed for some of the airline reservations I had already made...and he would help me to make reservations for a honeymoon trip for a nephew that I was planning on paying for. The travel reimbursement took forever, as did any help with making the reservations. I eventually had to slog through it all on my own. We still hadn't used our points for the promised vacations except for the ones that were given as a reward for upgrading your ownership. They did book the cruises or trip earned by points but in reality this is done by a travel agency that works with Diamond. They did at least help with booking the rest of the family since these trips were generally only for 2 people.

In June of 2018, I was able to find a place on line in Hawaii to book for my second child's graduation from High school. I went to the update during the stay at what is a beautiful resort on the Big Island. I met with a woman who was surprised I was able to get into this resort since we did now own in Hawaii any more and she could not believe I had been told by others that the cost of the Association fees was more OR that as a platinum plus member I would be able to get a desirable unit during peak times in Hawaii. She talked about being single Mom's and providing this legacy to our children. We "discovered" while I was there that some how they had not closed the ability for me to add to my Hawaii holdings that I had initially bought in 2015. This meant that I could but some additional points at the cost they were 3 yrs. earlier and basically would be able to stay in Hawaii for 4 weeks each year of possibly more for only a small increase in my monthly payment....it sounded do-able . I would also be able to give this to my children through the legacy program. Each of them could return to Hawaii year after year in the future without problem. I was at this point exhausted from the negotiations in the small room and worried about getting kids dinner. They finally let me go down to room and take kids to dinner at the pool snack bar before it closed for the evening while they finished the paper work. I was worried about the down payment as I had to put on several credit cards and knew I would have to pay it off quickly. The sales person talked about taking money out of some of my savings accounts, as this was a good investment for the future. I would be able to rent theses units easily if I was not able to use them and pay off the debt easily. She was so sincere and really had me believing that leaving the children this gift would be something that I would regret if I did not do it now and since I was nearing retirement I would be able to enjoy it myself spending most of the winter there if I learned how to make the most of my points. I worried about putting all that money on credit cards that would have steep interest if I did not pay off right away but I agreed and my down payment was 82,775.00. I was off to travel to see the volcano the next day and we flew out a day or two later without really looking at papers, I asked them to mail the bulk of the materials to my home because I could not carry all that paper work. Once home I was really able to look at what I had been talked into for the sake of my children and real regret set in... I had agreed to pay 3,376.00 per month for this privilege and I was going to have to pay 20,000,000 in Association fees. I felt sick as I realized this was more then my house payment and I had hoped to retire

within 2 yrs.

I began working 6 days a week at least 2 weeks out of every month to keep up with these payments along with the payments for sending second child to college (2 still in school at home) This meant less time at home with children for whom all this was done. My husband would have killed me for this poor management of our finances. I tried to pay off a portion of this debt by refinancing our home but the when the mortgage agent talked to the loan department they said I could put some toward principle but they would not renegotiate the loan. The interest rate of over 12% would stand on the original loan. I got a call about some new programs that Diamond was offering which hinted at being able to sell back some of points or use them in a different manner which would save in the Association fees. I went to the presentation but somehow they must not have realized I still owed on my points so I was not eligible for this program. One last time I was convinced to re-do the points and trade into the US collection as they said that the Hawaii Association fees were going up and my fees would be even higher the next year. They apologized for some people being less then honest. One of them even told me about a bank that would re-finance timeshare loans but I have to be under 100,000,00 for this bank to consider this. (too late a revelation as I used the other money to pay off other loans...I was told not to let anyone know they told me of the Bank that did these loans). They told me they understood I was over extended and to help decrease the future costs and correct what was done in the summer I would have to pay for some points in order to switch the collection and it would save me some money on monthly payment and would save some money in the expected increase in fees. I had to put down 23,925,00 to make this switch. In the end my monthly payment went down only 20.00 per month and the amount financed dropped by a small amount but the Association fee has remained the same.The women who did this transaction made me promise not to speak to anyone about any changes to the timeshare as I had spent more then enough money and I needed to work toward getting to point I could refinance this debt.

Fast forward to this spring when I again tried to get some benefit out of this huge debt. I have paid it every month and put money monthly into payment of the usage fees. I have not been able to get hotel rooms in the cities I need to visit because they are not available in those cities or the few rooms assigned to whatever code the use are booked. The person booking the points only cruise had wrong information and after I booked the cruises I had to rebook additional rooms because she had the wrong information about how old the person needed to be to be in the room with a sibling under 18. I spent many more hours on trying to book this vacation for my extended family and I am know that if I just put all those down payments and the mortgage money into an account for vacations I could have paid for the trips and gone where I wanted and when I wanted to go without all the restrictions that were to have gone away as I increased my ownership. I certainly do not need to continue to pay a monthly fee for something that is difficult to use. I feel that the tactics that were used were deceitful and manipulative and that all my inadequacies relating to calculating how much all this would cost me were targeted to get me to purchase these timeshares. The sales people all seemed very sincere and really tried to make me feel that they would not take advantage of me as each had either been in my shoes or had family members who had been. I was commended for taking care of the four children after the death of my husband after his final deployment with the Navy; it was sold to me as well earned time to get away and be together and something to be passed down. I unfortunately was generally too fatigued by the time we got to the numbers during these presentations to make even rudimentary sense of how little financials sense this made. I need to end this craziness so I can consider retiring. I will be

65 my next birthday but with this debt I will be working till I am 90!

In conclusion, I am at the end of my rope with Diamond Resorts. Please consider completely releasing from all of this financial stress that was brought onto me by the unethical and highly unmoral tactics of your sales reps. I would have never purchased if your sales reps would have told me the full truth and not lied to me repeatedly over the years. I have "invested" a lot of money into your product with nothing in return. Please allow me to retire in peace. The only fair solution here is a cancellation of my contracts and letting me walk with my dignity.

Sincerely,

Teresa Brennan

Teresa Brennan

JACKSONVILLE FL

06 DEC 2020

Teresa Brennan
7 Oceanside Drive
St. Augustine, FL 32080

Office of the Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

32399-659199

CS|Timeshare Resale SR

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:	Complaint is Against:
Nawrocki, Susan A.	Exchange Points Club, LLC
Last Name, First Name, Middle Initial	Name / Firm / Company
412 Middle Road	4507 36th Street #2
Mailing Address	Mailing Address
Farmington	Orlando
City, County	City, County
CT 06032	Florida
State, Zip Code	State, Zip Code
86+0-244-8228	32811-6520
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
attynawrocki@sbcglobal.net	1-844-246-0224 1-407-396-2744
Email Address	Business Email or Web Address

Are you over the age of 60? X **Yes** __ **No** / **MILITARY STATUS** ☐ **Active Military** ☐ **Veteran**

(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Contract **Amount Paid: $** 3495.00 **Payment Method:** Credit card

Transaction date: _____ **Did you sign a contract, estimate, invoices or other supporting documents?** X **Yes** __ **No**

Have you retained an attorney? __ **Yes** X **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)

Please explain your complaint. Attach additional sheets, if necessary.

On September 23,2015 I signed a contract with Club Elite - Exchange Points Club for membership to exchange my time share for rental income, not points. The time share is located at a Diamond Resort on the strip in Las Vegas. (A copy of pertinent pages of Agreement are attached) After nothing had been done on this contract for rental for over a year I made numerous attempts to contact them by phone and letters with no response.. Eventually, I was able to make contact with someone who told me that the time share was not the type that could be used in their plans even though before I brought into this contract I was assured that it was fine. Their Company told me they were no longer able to process Diamond properties and they said they would refund my payment of $3,495 Every time I attempted to make contact after this, a new person responded and I had to relate the same story as it seemed like every week or two they told me the persons handling my account had left. Finally, I was able after many numerous and frustrating calls to get someone to listen and research my account. Thus, on April 15, 2016, I received my first payment of $280 (copy attached). Subsequently I have received over a long period of time additional checks which brings the amount still owed to me $1,370.00. I am also enclosing a letter I sent to them in August, 2019 which has been returned as unable to be found in November. I have called and again get no response and written with no response. I fulfilled my end of the contract but they have failed to honor their side.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: _____ Date: _____

Susan A. Nawrocki
412 Middle Road
Farmington, CT 06032

Letter sent

Thanking

FOREVER

Exchange Points Club, LLC
6965 Piazza Grand Avenue, Suite 218
Orlando, FL NIXIE 339 FE 1 0611/02/19

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

ANK BC: 06032200912 *1644-04607-17-39
06032>2009
32835-878068

my 8/13/19 Letter Returned to me

412 Middle Road
Farmington, CT 06032
August 13, 2019

Exchange Points Club, LLC
6965 Piazza Grand Avenue, Suite 218
Orlando, FL 32835

Re: Membership #: EP – 0354

Dear Sir/ Madam:

I have called your office numerous times for the past few months, have left a message on your voice mail with no return calls. Needless to say, I am disgusted since I paid $3,495 in September, 2015 and your company was unable to fulfill its obligations under the Agreement.

I agreed to receive monthly repayments of that amount to be paid to me. You still owe me $1,370. The last payment was made on December 21, 2018 for $300.

This is not acceptable that I have not received any monies for over six months nor a response to my calls.

Very truly yours,

Susan A. Nawrocki

The last check
They sent to me
- Still Bal owed
To me $1,370 —

57

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
63-8413/2670

EXCHANGE POINTS CLUB LLC
6965 PIAZZA GRANDE AVE. SUITE 218
ORLANDO, FLORIDA 32835

12/21/2018

PAY TO THE ORDER OF Susan Nawrocki $ **300.00

Three Hundred and 00/100********** DOLLARS

Susan Nawrocki

AUTHORIZED SIGNATURE

MEMO Client

⑈005779⑈ [redacted]

Club Elite Agreement

FOR RENT BY OWNER LISTING and ADVERTISING AGREEMENT
This "For Rent By Owner" Listing and Advertising Agreement ("Agreement") is between
Susan Nawrocki ("Owner") for Diamond ("Property")

1.) AUTHORITY TO ADVERTISE AND PROMOTE PROPERTY FOR RENT:
Owner gives permission to advertise and promote the property at the price and terms described below beginning 9/23/15. Owner may extend this agreement until the property is rented or until service listing is withdrawn for any reason by the Owner or provider. Owner acknowledges that this agreement does not guarantee a rental. Owner certifies and represents that he/she is legally entitled to place the property for advertisement.

2.) OWNER CONTACT INFORMATION
Owner(s) Name: Susan Nawrocki
Address: 412 Middle Rd. Farmington, CT 06032
Home Phone: 8606771109 Alternate Phone: _____ Fax: _____
Email: attynawrocki@sbcglobal.net

3.) OWNER'S PRICE/TERMS and PROPERTY DETAILS:
The Property is offered for rent and/or sale on the following terms or on other terms acceptable to Owner:
Rental Price: $ 1500 per week Resort Name: Diamond
Resort City/State/Ctry: _____
Week(s): _____ Unit: _____ #Bedrooms: _____ #Baths: _____
Week Color: _____ Float: _____ Occupancy: _____
Usage: _____ Even/Odd for Bi-Annual: _____
Deed: _____ Lease Number: _____ Taxes/Maint. Fee: _____
Special Features: Eligible for reimbursement Dec 23, 2015**

***TO QUALIFY FOR THE CLUB ELITE PROGRAM THE OWNER MUST BE ACTIVE FOR A MINIMUM OF 180 DAYS IN THE RCI POINTS CLUB TO BE ELIGBLE FOR RENTAL INCOME.**

***OWNER MAY CHANGE THE RENTAL PRICE BY NOTIFYING CUSTOMER SERVICE AT (888)771-4627**

4.) TERMS OF SERVICE: This listing is on behalf of an independent advertising company that is not a real estate broker or affiliated with any timeshare resorts. The advertising service fee is waived for active Club Elite members. This service includes marketing for owners that choose to rent their property to maximize exposure by utilizing multiple advertising methods. This may consist of, but is not limited to, such efforts as: website billboards, direct mail, direct email, social media campaigns, direct corporate contact, trade shows, billboards, magazines, vacation program, and other media. All inquiries regarding listed property will be forwarded directly to Owner so Owner may negotiate the rental of listed property without the involvement of brokers, and without incurring commission or fees. All negotiations for the rental of the listed property will be handled by the Owner and the individual submitting the offer directly.

Litigation, Liability, and Dispute Resolution: In the event of any litigation between the parties under this Agreement the parties shall and hereby submit to the jurisdiction of the state and federal courts of the State of Florida and venue shall be laid exclusively in Orange County, Florida. The parties knowingly and voluntarily waive their right to a jury trial in the resolution of any dispute between them. Owner shall identify and hold provider harmless from losses, damages, costs and expenses of any nature including attorney's fees and from liability to any person that incurs because of Owner's negligence, representations, misrepresentations, actions or inaction's. All parties to this Agreement agree that disputes not resolved first by meditation will be settled by neutral binding arbitration in Orange County, Florida.

Entire Agreement: This Agreement is the entire contract for listing and advertising Owner's property. Owner agrees that Owner has not relied on anything other than what is expressly written in this document in the decision to voluntarily and freely enter this contract. The Property will be listed at the cost of $0 as long as the Owner is an active Club Elite member. The property can be listed as soon as the Club Elite membership has been confirmed, or at any time after as the Owner sees fit.

Disclosures pursuant to Fla. Stats. 721.20(9): Because the listing agency does not provide real estate services, they themselves have sold zero (0) timeshare Properties. Additionally, clients have offline sales generated by offers directly to the owner, so the listing agency is unaware of the exact percentage of offers to rentals. The provider has no knowledge regarding the average success rate of confirmed rentals because they are not involved in any negotiations relative to the rental, closing or procurement of buyers. There is no guarantee that any particular time share interest can be rented at any particular price or within any particular time. Any offers submitted by perspective buyers will be promptly forwarded to the timeshare owner. Upon receipt of an offer, the timeshare owner can choose to handle the transaction on his/her own or retain an independent broker/closing company. If an owner chooses to retain a broker/closing agent, there may be fees associated with the rental at Owners expense.

Susan A. Nawrocki
Susan A. Nawrocki (Sep 23, 2015)

Exchange Points Club
Credit Card Authorization

Full Name On Account: Susan Nawrocki

Billing Address: 412 Middle Rd

Farmington, CT 06032

CUSTOMER

I authorize Exchange Points Club to process 1 payment(s) of $ 3495.00

to the following credit card.

Card Number: [redacted]

Exp Date: 15/17 CVC [redacted]

Authorized Signature 9/23/15 Date

Authorized Signature Date

14 ck No.

Sun Trust
Orlando 407-867-4200
Routing No. 06
Acct [redacted]

1st CK received

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND CONTAINS DOCUMENT SECURITY FEATURES INCLUDING WATERMARK SECURITY

Club Elite
6965 Plazza Grande Ave 212
Orlando, FLORIDA (FL) 32805

DATE 04/15/2016

$ 280.00

PAY Two Hundred Eighty and 00/100*****

TO THE ORDER OF
Susan Newrocki
412 Middle Rd
Farmington, CT 06032

AUTHORIZED SIGNATURE

MP

⑈000000 ⑆ [redacted]

MP

Susan A. Nawrocki
412 Middle Road
Farmington, CT 06032

HARTFORD CT 061
04 DEC 20

3c USA

FOREVER / USA

Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

32399-105099

CS|Timeshare
SR

JOSH STEIN
ATTORNEY GENERAL

STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE
9001 MAIL SERVICE CENTER
RALEIGH, NORTH CAROLINA 27699-9001
WWW.NCDOJ.GOV

CONSUMER PROTECTION
TOLL-FREE IN NC: 877.566.7226
OUTSIDE OF NC: 919.716.6000
FAX: 919.716.6050

November 19, 2019

Bob & Mary Gish
2139 Chesapeake Dr
Fort Collins, CO 80524-2214

Re: File No. CP-19-00097
Wyndham Resorts
6277 Sea Harbor Dr
Orlando, FL 32821-8043

Dear Mr. & Mrs. Gish:

Thank you for filing a complaint with the Consumer Protection Division regarding Wyndham Resorts. Your request for assistance falls more appropriately within the authority of another agency.

By copy of this letter, we are forwarding your complaint to Florida Attorney General, requesting that this matter be reviewed to determine whether there has been a violation of the laws or rules that it administers.

We encourage you to contact us again if you have a consumer problem which you believe warrants review by our office.

Sincerely,

Adrienne Glover
Consumer Protection Specialist
CONSUMER PROTECTION DIVISION

cc: Florida Attorney General
Nevada Attorney General

November 7, 2019

NOV 15 2019

To: Fairway Forest Townhouse Association, Inc.
Attention: Association President
Post Office Box 2048
Cashiers, NC 28717

Eck, Collins and Richardson, PL
Attention: Philip Richardson Esq.
924 West Colonial Drive
Orlando, FL 32804

Diamond Resorts International
Attention: Jayshawna Ellis
10600 West Charleston
Las Vegas, NV 89135

Wyndham Resorts Ovation Program
6277 Sea Harbor Drive
Orlando, FL 32821

RE: Robert and Mary Gish
Fairfield Sapphire Valley Timeshare Ownership
Fairway Forest Week 43 Unit 1346 Nov 8, 1986

All,

We purchased a week of timeshare ownership on the 8th of November 1986 some 33 years ago. Over the last several years we have been paying for something we can not use for health issues, age and financial reasons. We gave the week of timeshare to the Fairway Forest Townhouse Association in 2017 after paying the fees.

My wife and I were pressured into purchasing a timeshare week in a four hour tour, presentation and tag team high presure sales tactics. We paid $9,000.00 for the timeshare requiring an immediate $1,800.00 downpayment and payments of $119.16 per month for seven years. We paid $11,809.03 for a timeshare with a current value of "0". We have also paid maintenance fees for 30 years starting at $190.00 per month in 1986 to escalating high numbers.

As of the date we purchased our timeshare, Fairfield lost over 17 million dollars in 1986 we were told by an associate, Fairfield filed for bankrupcy with a breech of contract. In about 1990 we were pressured to buy into a new points system which we refused to pay more money. That left us with no real way to exchange weeks to other resorts. We often tried to book peak weeks with RCI years in advance and always denied because our floating week had no trading value.

Fairfield eliminated the Fairfield exchange program (FAX) allowing exchanges at no cost within the Fairfield system.

The last time we spent a week at our owned week at Sapphire Valley the unit was a mess. The furniture was worn, the unit was not maintained, missing plates, glasses, silverware and the frypan was not usable. We never returned and only used exchanges with RCI.

We have tried to give the timeshare back to the association. Our March 11, 2017 letter and other letters to the association have not been answered. Our June 21, 2009 letter to Diamond Resorts continue to be unanswered. Our letters returning mail have not been answered. We did receive a

RESPONSE TO ONE OF OUR LETTERS FROM JAYSHAWNA OF DIAMOND RESORTS ELLIS DATED JUNE 13, 2018. However she never responded TO MY RETURN LETTER TO HER DATED JUNE 20, 2018.

OUR TELEPHONE CALL TO WYNDHAM RESORTS OVATION PROGRAM yielded NOTHING. OUR TIME SHARE DID NOT QUALIFY FOR THE program. I WAS ON HOLD WAITING FOR AN AGENT A LONG TIME.

OUR TELEPHONE CALL TO PHILIP W. RICHARDSON LEAVING A MESSAGE ON HIS RECORDING MACHINE REMAINS UNANSWERED BUT DID YIELD HIM SENDING TWO MORE "NOTICE OF INTENT TO LIEN LETTERS" MAILED TO OUR HOUSE. THE LETTERS ARE A "CANNED" LETTER AND PHILIP RICHARDSON DOES NOT KNOW ANY DETAILS ABOUT OUR TIME SHARE, APPARANTLY TOO BUSY TO GIVE A COURTESY CALL BACK TO DISCUSS. (LETTER ATTACHED)

WE HAVE NO INTENTIONS OF PAYING FOR SOMETHING THAT WE CAN NO LONGER USE. WE HAVE OFFERED TO GIVE THE TIMESHARE BACK BUT NO INTEREST FROM ANYONE. WE HAVE ACCEPTED OUR LOSS SEVERAL YEARS AGO. WE WILL NOT BE PAYING FOR ANY FEES AFTER OUR 2017 MAINTENANCE FEES. WE DID AGREE TO PAY FOR THE TITLE TRANSFER FEES.

WE WANT A RESOLUTION TO THE RETURN OF THE TIME SHARE. UNSURE OF OUR RIGHTS AT THIS TIME, WOULD WELCOME AN OPPORTUNITY IN THE COURT SYSTEM TO RESOLVE. OUR OFFER REMAINS. I WOULD BE EXTREMELY DISSAPOINTED IF ACTION BY WYNDHAM DAMAGED OUR CREDIT HISTORY WHICH HAS TAKEN A LIFETIME TO ESTABLISH AN EXCELLENT CREDIT HISTORY INCLUDING FAIRFIELD.

FOR 33 YEARS WE HAVE ENDURED AND CONTINUE TO ENDURE THE HIGH PRESSURES OF A QUESTIONABLE TIME SHARE

BUSINESS THAT CONTINUES TO PUSH AND PUSH. SURELY SOMEONE ADDRESSED ON THIS LETTER WILL HAVE SOME COMPASSION TO FIND A WAY TO TAKE BACK THE TIMESHARE. ON THIS END WE DO NOT HAVE THE FINANCIAL RESOURCES TO CONTINUE PAYING AND PAYING FOR SOMETHING WE CAN NOT PHYSICALLY USE. THIS IS NOT SOMETHING WE WOULD EVEN CONSIDER GIVING TO SOMEONE ELSE. ONE OF YOUR AGENTS TOLD ME THAT YOU ARE USING MY TIME SHARE WEEK TO RENT BY THE WEEK BRINGING IN REVENUE TO YOUR COMPANY. WE LOST SEVERAL BANKED WEEKS WITH RCI ALSO. YOU CONTINUE TO MAKE MONEY.

I AM REQUESTING A WRITTEN REPLY FROM EACH OF YOU ADDRESED ON THIS LETTER. I WOULD REALLY LIKE TO KNOW WHY YOU CANT DO IT. I DO NOT NEED YOUR CONTINUAL HARASSMENT WHICH CAUSES A LOT OF ANXIETY. I WILL KNOW NEXT MONTH ON DECEMBER 7, 2019 IF MY CANCER HAS SPREAD OR THE LUPRON SHOT IS CONTROLLING IT.

I AM ASKING TO LIVE THE REST OF MY LIFE WITH THE "BEST QUALITY OF LIFE POSSIBLE," WHY DO YOU CONTINUE TO EXPLOIT THE ELDERLY?

RESPECTFULLY WRITTEN,

Robert Gish

BOB AND MARY GISH
2139 CHESAPEAKE DRIVE
FT. COLLINS, CO 80524

CC: this memo to the North Carolina Attorney General Office
4001 MAIL SERVICE CENTER
RALEIGH, NC 27699-9001

ATTACHMENT TO GISH November 7, 2019 Letter

LIST of REASONS UNABLE TO CONTINUE OWNERSHIP

(A) HEALT ISSUES:

ROBERT F. GISH

1) Copy of my Right ANKLE FUSION X RAY
THERE ARE FOUR SCREWS AND TWO 3/4" STAPLES
THERE IS PAIN WITH EACH STEP.

2) Copy of my LEFT ANKLE FUSION X RAY
THERE ARE TWO FOUR INCH SCREWS IN THE HEEL
High Degree of disomfort with EACH STEP

3) Copy of my RIGHT Hip Replacement

4) HEART LEFT Bundle BRANCH PROBLEM

5) CANCER - CURRENTLY DEALING WITH PROSTATE CANCER
TAKING LUPRON "LEUPROLIDE ACETATE" SHOTS
SEVERE Side effects ATTACHED

MARY H. GISH
ALSO HAS DETERIORATING HEALTH AS SHE NEARLY 80 years old.

(B) FEDERAL AND STATE TAX
OUR INDIVIDUAL TAX RETURNS FOR THE LAST SEVERAL YEARS HAVE "0" TAXABLE INCOME ON THE FEDERAL AND STATE RETURNS

(C) HOUSING.
We LIVE IN FAMILY OWNED PROPERTY.

ECK, COLLINS & RICHARDSON, PL

924 West Colonial Drive
Orlando, FL 32804
Telephone: 407-373-7477

Philip W. Richardson
Licensed District of Columbia, Florida, Georgia, Maryland, Virginia, North Carolina, South Carolina

Daniel C. Zickefoose
Licensed South Carolina, Virginia

VIRGINIA OFFICE::

16 South Second Street
Richmond, VA 23219

SOUTH CAROLINA OFFICE:

4000 Faber Place, Suite 300
N. Charleston, SC 29405

October 10, 2019

SENT USPS CERTIFIED/RETURN RECEIPT

Robert F. Gish
2139 Chesapeake Dr
Fort Collins CO 80524

Re: NOTICE OF INTENT TO LIEN
Fairway Forest Resort
Building 14; Unit 1346; Week(s) 43

Dear Owner of Record:

This firm has been retained by Fairway Forest Townhouses Association, Inc. ("Association").

You have failed to bring your maintenance fees and taxes current or otherwise respond to the demand letters sent to you. As of June 25, 2019, the total assessments, taxes, lockout fees, interest, and late fees due as applicable are **$ 1,909.43.** Additional amounts may be due for interest, administrative fees, and/or attorneys' fees and costs accrued which must also be paid.

If you do not pay the full amount within fifteen (15) days, we will, on behalf of our client, docket a lien against you in Jackson County for the full amount due. Once the lien is docketed, we may commence legal proceedings to foreclose on this lien and may also bring an action against you to recover a money judgment for the amount due. Be aware that you may be responsible for the additional attorneys' fees and costs that will be incurred if we are required to commence such legal proceedings.

Until your account is brought current, you will continue to be prohibited from using your timeshare period, you will also be prohibited from making a reservation in the timeshare plan's reservation system, and any confirmed reservation may be canceled, as applicable, until the delinquency no longer exists.

To make payment or to inquire about other options available to you, including a Deed in Lieu of Foreclosure, please contact Eck, Collins and Richardson at (407) 373-7454, Monday-Friday (10:00 am to 5:00 pm EST).

This notice is written to you under the requirements of the Fair Debt Collection Practices Act, 15 U.S.C. 1601 *et. seq.*, and is an attempt to collect a debt owed by you. You should be aware that any information we obtain will be used for that purpose. Unless you dispute the validity of this debt within 30 days of your receipt of this notice, we will assume that the debt is valid. If you notify us in writing within the 30-day period that the debt is disputed, we will take the steps necessary to obtain a verification of the debt from the creditor and forward the same to you. **To the extent your original obligation has been discharged in bankruptcy, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.** However, the Association reserves the right to exercise legal rights and pursue a legal action *in rem* against the property only that is the security for the debt.

This letter is being sent without prejudice to the Associations' rights and claims, all of which are expressly reserved. The Association reserves all rights to take any action that is deemed appropriate in this regard.

If you have not done so, please send full payment to the Association. Please govern yourself accordingly.

Sincerely,

ECK, COLLINS & RICHARDSON, P.L.

Philip W. Richardson, Esq
North Carolina Bar No. 25785
Trustee

IN ACCORDANCE WITH THE FAIR DEBT COLLECTION PRACTICES ACT (15 U.S.C. § 1692 ET SEQ) THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THE PURPOSE. IF THIS ACCOUNT IS ACTIVE OR HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, BE ADVISED THAT THIS COMMUNICATION IS FOR INFORMATIONAL PURPOSES ONLY AND NOT AN ATTEMPT TO COLLECT A DEBT. HOWEVER, WE RESERVE THE RIGHT TO EXERCISE THE LEGAL RIGHTS ONLY AGAINST THE PROPERTY SECURING THE ORIGINAL OBLIGATION.

1087
LARRY MORGAN

FLORIDA

FAIRFIELD SAPPHIRE VALLEY INTERVAL OWNERSHIP CONTRACT AGREEMENT AND INSTALLMENT NOTE

118712405
Contract No.

THIS AGREEMENT, executed in quadruplicate at Fairfield Sapphire Valley, a development of Fairfield Communities, Inc., Jackson County, North Carolina, this 8TH day of NOVEMBER, 19 86, by and between FAIRFIELD COMMUNITIES, INC., hereinafter referred to as "SELLER" and ROBERT F. GISH AND MARY H. GISH(HUSBAND & WIFE)

Social Security Number: [redacted] Telephone Number: 813-792-0886 / 813-746-3772

of 1208 76TH STREET N.W., BRADENTON FL 335290000

hereinafter referred to as "BUYER," WITNESSETH:

The above designated SELLER agrees to sell, and the BUYER agrees to purchase for the purchase price of $ 9,000.00, together with cosing costs and interest as hereinafter provided, the following described Interval Unit Week(s) in FAIRWAY FOREST, a subdivision located within Fairfield Sapphire Valley, Jackson County, North Carolina subject to all provisions contained in the recorded Declaration of Individual and/or Interval Ownership which shall apply to said property, upon the following terms and conditions:

Unit Week No.(s) 43

FAIRWAY FOREST TOWNHOUSES - FAIRFIELD SAPPHIRE VALLEY
4000 HIGHWAY 64 WEST
SAPPHIRE, NORTH CAROLINA 28774

Townhouse No. 1346
Building No. 014A

The boundaries of which are further defined in the Declaration of Individual and/or Interval Ownership applicable hereto.

1. INSTALLMENT NOTE

For Value received the "BUYER(S)" jointly and severally, promise to pay to the order of Fairfield Communities, Inc. the sum of:

$ 7,200.00 together with interest at the ANNUAL PERCENTAGE RATE of 9.90 %, payable over 84 installments at $ 119.16 per MONTH, beginning 12/08/86 and on the same day of each successive payment period thereafter until the whole amount is fully paid. Payments are applied first to interest, then to reduce the principal balance due. Interest will begin to accrue one (1) payment period before the first installment is due, but in no event prior to the date of this contract. All provisions contained herein shall survive the execution and delivery of the Warranty Deed.

PURCHASE PRICE $ 9,000.00 CASH DOWNPAYMENT $ 1,800.00 OTHER DOWNPAYMENT $ .00

Fairfield Communities, Inc. is the "Creditor." The following is "BUYER'S" "Truth-in-Lending Disclosure Statement":

ANNUAL PERCENTAGE RATE* The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided you or on your behalf.	Total of Payments The amount you will have paid after you have made payments as scheduled.	Total Sale Price The total cost of your purchase on credit including your downpayment of $ 1,800.00
9.90 %	$ 2,809.03	$ 7,200.00	$ 10,009.03	$ 11,809.03

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
84	119.16	DUE MONTHLY BEGINNING 12/08/86

Insurance: Credit life insurance is not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life ( ) Single	$ N/A	I want Credit Life Insurance SIGNATURE
( ) Joint	$ N/A	SIGNATURE

*The ANNUAL PERCENTAGE RATE disclosed above: A PROCESSING FEE OF $ 10.00 SHALL BE DUE AND PAYABLE UPON THE SIGNING OF THIS CONTRACT.

☐ is a fixed rate.

☒ may change. You have agreed to the terms of the creditors "Pre-Authorized Check Plan" which means the "ANNUAL PERCENTAGE RATE" stated above is immediately subject to increase by 1% in the event you fail to continue the "Pre-Authorized Check Plan." The maximum interest rate increase would be 1%, which means the interest rate will not increase above 10.90 %. Any increase will take the form of higher monthly payment amounts. If the interest rate increases by 1% upon your discontinuance of the "Pre-Authorized Check Plan," your regular payments will increase to 122.90.

Security: You are giving a security interest in the property being purchased. Filing Fees $ 15.50 EST

Prepayment: If you pay off early you will not have to pay a penalty. n/a means "not applicable" e means "estimate."

"BUYER(S)" should refer to the remaining provisions of this "Interval Ownership Contract Agreement and Installment Note" for additional information about non-payment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of the Amount Financed:

$7200.00 Amount of credit provided to you for the purchase of the property above described.

$ N/A Premium paid to insurance company for credit life insurance. The premium paid provides credit life insurance for the entire term of the contract.

$ None Prepaid finance charge.

Title insurance charges in the approximate amount of $ 75.00 and the above estimated filing fees shall be due and payable in conjunction with, and prior to delivery of deed. The exact amount of filing fees plus title insurance will be determined after BUYER has paid contract in full and prior to delivery of deed. NOTICE: FOR A PERIOD OF ONE YEAR FOLLOWING THE EXECUTION OF THIS INSTRUMENT OF INDEBTEDNESS, ANY HOLDER OF THIS INSTRUMENT OF INDEBTEDNESS IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE PURCHASER COULD ASSERT AGAINST THE SELLER OF THE TIMESHARE. RECOVERY BY THE PURCHASER SHALL NOT EXCEED AMOUNTS PAID BY THE PURCHASER UNDER THIS INSTRUMENT.

2. MAINTENANCE FEE

BUYER understands and agrees that upon execution of this Contract and in accordance with the Declaration of Individual and/or Interval Ownership applicable to the above described property, BUYER will be responsible as a Unit Week Purchaser for the above described Unit Week(s) owner's share of common expenses, assessments and maintenance fee, and any and all other expenses incurred in the operation of Fairway Forest Townhouse Association, Inc. of which the BUYER shall become a member and shall also include BUYER'S membership in the Fairfield Sapphire Valley Master Association during the BUYER'S Unit Week(s). The initial annual maintenance fee which shall include BUYER'S portion of the common expenses shall be: $ 190.00 per Unit Week, which shall be remitted to the Association beginning January 1, 1987 and annually thereafter on January 1st of each succeeding year, provided however, that if BUYER shall utilize BUYER'S Unit Week(s) prior to January 1, the maintenance fee for that Unit Week(s) shall be payable in advance of said use. Said maintenance fee, which shall be subject to change, shall be in addition to the purchase price or payments set forth above. Subject to provisions of Section 8 herein, SELLER estimates that the above described unit will not be ready for occupancy prior to N/A and the estimated completion date for the Fairway Forest Townhouses through phase II is N/A.

3. UNIT WEEK

Unit Week No. 1 is the seven (7) days commencing on the first Friday in each year. Unit Week No. 2 is the seven (7) days succeeding. Additional weeks up to and including Unit Week No. 51 are computed in a like manner. Unit Week No. 52 contains the seven days succeeding Unit Week No. 51 plus any excess days not otherwise assigned and without regard to the month or year. BUYER'S Unit Week shall run from four o'clock p.m. (4:00 p.m.) of the first Friday thereof to four o'clock (4:00 p.m.) on the last Friday thereof provided however the BUYER does hereby agree to relinquish occupancy for the last six (6) hour period of his Unit Week (from 10 o'clock a.m. until 4 o'clock p.m. on Friday) to allow for cleaning, repairs, maintenance and any other preparation needed for the occupancy of the next Unit Week.

YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN TEN (10) DAYS FROM THE DATE YOU SIGN THIS CONTRACT, AND UNTIL TEN (10) DAYS AFTER YOU RECEIVE THE PUBLIC OFFERING STATEMENT, WHICHEVER IS LATER.

IF YOU DECIDE TO CANCEL THIS CONTRACT, YOU MUST NOTIFY THE "DEVELOPER" IN WRITING OF YOUR INTENT TO CANCEL. YOUR NOTICE OF CANCELLATION SHALL BE EFFECTIVE UPON THE DATE SENT AND SHALL BE SENT TO FAIRFIELD SAPPHIRE VALLEY AT 4000 HIGHWAY 64 WEST, SAPPHIRE, NORTH CAROLINA 28774. ANY ATTEMPT TO OBTAIN A WAIVER OF YOUR CANCELLATION RIGHTS IS UNLAWFUL. WHILE YOU MAY EXECUTE ALL CLOSING DOCUMENTS IN ADVANCE, THE CLOSING, AS EVIDENCED BY RECORDATION OF THE AGREEMENT FOR DEED, BEFORE EXPIRATION OF YOUR 10-DAY CANCELLATION PERIOD, IS PROHIBITED.

In executing this Contract and Installment Note BUYER(S) also acknowledge that he they received a copy of the above Truth-in-Lending Disclosure Statement completely filled in prior to execution of the contract.

THIS AGREEMENT is subject to the terms and conditions set forth on the reverse side hereof which by reference is made a part hereof. IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the day and year first above written.

BUYER(S): Robert F Gish

Mary H. Gish

Thyra N. Chapman

Secretary

SELLER: FAIRFIELD SAPPHIRE VALLEY, AN OPERATIONAL DIVISION OF FAIRFIELD COMMUNITIES, INC.

By:

President

FAIRFIELD SAPPHIRE VALLEY
INTERVAL OWNERSHIP
PURCHASER'S AFFIDAVIT

THIS DECLARATION is made with reference to my/our purchase from Fairfield Communities, Inc. of a/an Interval Week(s) in FAIRWAY FOREST at Fairfield Sapphire Valley, Sapphire, North Carolina.

Prior to signing the contract for the purchase of Interval Week(s) 43 in Unit Number 1346, I/we reviewed and understood the terms and conditions of the installment contract and were advised and understood the concept of timeshare or Interval Ownership.

I/We acknowledge that as an Interval Owner, a maintenance fee shall be assessed annually and shall be payable on January 1st of each year. I/We acknowledge receipt of a proposed budget reflecting the maintenance fee for my/our Interval Week(s).

I/We acknowledge that the purchase of an Interval Week was NOT made for investment purposes but to use for pleasure and vacations.

I/We acknowledge that my/our use of the above described shelter unit as well as the use of the recreational facilities are limited to the Interval Week(s) purchased.

I/We acknowledge that prior to signing the installment contract, I/we personally inspected the property and understood that the unit inspected may not be the actual unit to be purchased; however, the unit, including the furniture, appliances, equipment and all accent furnishings within the unit, are substantially similar to, or of equal quality to, the models shown.

I/We acknowledge that this timeshare regime is exempt from the Interstate Land Sales Act because the Developer is legally obligated to complete the units within two years from the date of first sale, and that any HUD (OILSR) Property Report we may have seen or received is not applicable to this purchase.

I/We acknowledge that Fairfield Sapphire Valley will NOT rent our interval week(s) for us. Should we decide to rent our weeks it will be solely our responsibility.

I/We acknowledge that pets are NOT allowed, as stated in the Rules and Regulations of the Property Owner's Association.

I/We further acknowledge that prior to signing the installment contract for the purchase of the above described property, we were informed that the following documents were recorded and/or would be recorded in the aforesaid County Recorder's office and are available for our reading in the office of Fairfield Sapphire Valley:

A. Declarations for Timeshare Regime
B. Articles of Incorporation for Timeshare Regime
C. Plat for Timeshare Regime
D. Articles of Incorporation of Fairfield Sapphire Valley Master Association, Inc.

In addition to the foregoing recorded documents, the following documents are available for review and inspection in the office of Fairfield Sapphire Valley:

A. Bylaws of the Fairfield Sapphire Valley Master Association, Inc.
B. Rules and Regulations of the Timeshare Regime
C. Management Agreement

I/We acknowledge that Fairfield has represented that the subdivision is presently acceptable to an international trade network company, known as Resort Condominiums International, the purpose of which is to allow me/us the option of exchanging occupancy of my/our interval week(s) for occupancy at other resorts acceptable to the trade network company. I/We understand and agree that my/our participation and membership is optional therein and is subject to the rules, regulations, terms, membership dues and other charges to the trading network company as same exists from time to time and Fairfield does not guarantee the availability of an exchange or the continuation of said program. Fairfield does not have any control or financial interest in the trading network company and Fairfield does hereby disclaim and shall not be responsible for any assurances or representations set forth within the brochures and information of the trading network company, same being representations of the trading network only.

I/We acknowledge receipt of the FAX Members Directory and understand that I/we should not rely on any representations other than those contained therein.

I/We hereby certify that in our negotiations with Fairfield Communities, Inc. for the purchase of the above described property, I/we were in no way influenced or induced to purchase such property by reason of guarantees, whether written or oral, on the part of a person or persons affiliated with Fairfield Communities, Inc., that the property above described would appreciate in value, or that either Fairfield Communities, Inc. or any of its agents or agencies would at a later date guarantee to either repurchase the said property or sell the said property for us.

Robert F Gish
ROBERT F. GISH BUYER

Mary H. Gish
MARY H. GISH BUYER

Subscribed and sworn to before me this 8TH day of NOVEMBER, 19 86.

Susan Whitmire
NOTARY PUBLIC

My Commission Expires:
10/22/90

(SEAL)

CUSTOMER

S-2-984/REV. 11/25/85 1000

Contract No. 11-8712405 Sales Price: 9,000.00 Fairway Forest

This Instrument Prepared By: Fairfield Communities, Inc.
Sapphire, North Carolina

CORPORATION DEED

REGISTERED
APR 11 10 15 AM '94

STATE OF NORTH CAROLINA)
) SS.
JACKSON COUNTY)

Bk. 18.00

THIS DEED, Made this 2nd day of March A.D. 19 94, by and between Fairfield Communities, Inc., a Delaware corporation, as beneficial owner, and Lawyers Title Insurance Corporation, a Virginia corporation, as nominee for Fairfield Communities, Inc., under the terms of a Title Clearing Agreement dated January 27, 1983, as amended and restated, "Grantors," and Robert F Gish and Mary H Gish (Husband & Wife)

"Grantee(s)," whose address is 40176 Highway 82
Aspen CO 81611

WITNESSETH:

That the Grantors, in consideration of Ten Dollars and other good and valuable consideration to them paid by the Grantees, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey, subject to the restrictions, easements, and other conditions hereinafter contained, unto the aforesaid Grantees, their heirs, devisees, successors and assigns, the following described property from 4:00 P.M. on the first day until 4:00 P.M. on the last day assigned to said Grantees during the below described Lot Week(s) Number(s) as said Lot Week is numbered and defined in the Declaration of Individual and/or Interval Ownership recorded in the public records of Jackson County, North Carolina, in the Book at the page number hereinafter described below, which estate is to be succeeded forthwith by a succession of other estates in consecutive and chronological order, revolving among the other Lot Weeks described in the aforesaid Declaration of Individual and/or Interval Ownership, in order annually, it being the intent of this instrument that each Lot Week shall be considered a separate estate held separately and independently by the respective owners thereof for and during the period of time assigned to each in said Declaration, each said estate being succeeded by the next in unending succession governed by said Declaration until 4:00 P.M. on the first Friday in the year 2023, as of which date said estate shall terminate, unless extended as provided in said Declaration.

TOGETHER with a vested remainder over in fee simple absolute, as tenant in common with the other owners of all the Lot Weeks in the hereafter described Lot in Fairway Forest in that percentage interest determined and established by said Declaration for the following described real estate located in Cashiers Township, County of Jackson and State of North Carolina, as follows:

Lot Week(s) Number(s) 43
Townhouse Number 1346
Building Number 14

of Fairway Forest as recorded in Plat Cabinet 4, Slide 479, subject to Declaration of Individual and/or Interval Ownership for Fairway Forest recorded in Book 560 at page 549 et seq. and amendments and supplements thereto, in the Jackson County, North Carolina, Public Registry.

This conveyance is subject to and by accepting this Deed the Grantee(s) do(es) hereby agree to assume the following:
1. Taxes for the current year and subsequent years;
2. Conditions, restrictions, limitations, reservations, easements, and other matters of record;
3. Declaration of Individual and/or Interval Ownership and, if applicable, the Fairshare Vacation Plan Use Management Trust and Use Restriction, and any supplements or amendments thereto or hereafter filed.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, executors, administrators, successors, and assigns forever; subject, however, to the restrictions, easements and other conditions hereinabove contained. Fairfield Communities, Inc., does hereby fully warrant the title of all of the premises hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

And Lawyers Title Insurance Corporation hereby convenants with the said Grantee that it will warrant and defend title to said lands against all claims and encumbrances due by or through it, but against none other.

The plural number as used herein shall equally include the singular and vice versa. The masculine or feminine gender as used herein shall equally include the neuter.

IN WITNESS WHEREOF, Fairfield Communities, Inc., has caused these presents to be signed in its corporate name by its duly authorized Officer(s), and its Corporate Seal to be duly affixed hereto on the day and year first above written. In executing this Deed, the beneficial owner hereby authorizes and requests Lawyers Title Insurance Corporation by its Attorney in Fact to execute this Deed for the purpose of conveying legal title to the above-described property.

FAIRFIELD COMMUNITIES, INC.,

AS BENEFICIAL OWNER

BY: _____
Assistant Vice President

ATTEST:

Zeta B Bratton
Assistant Secretary

LAWYERS TITLE INSURANCE CORPORATION,
AS NOMINEE, BY ITS ATTORNEY IN FACT

BY: _____ (SEAL)

9

STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

I, C. Jeanne Noe, a Notary Public in and for said County and State, do hereby certify that on the 2nd day of March, 19 94, before me personally came Paul A Lipsmeyer, with whom I am personally acquainted, who, being by me duly sworn, says that he or she is the Assistant Vice President and that Zeta B Bratton is the Assistant Secretary of Fairfield Communities, Inc., the corporation described in and which executed the foregoing instrument; that he or she knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said Assistant Vice President; that the said Assistant Vice President and Assistant Secretary subscribed their names thereto and the said common seal was affixed, all by order of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal this the 2nd day of March 19 94.

My Commission Expires:

10/15/96

C. JEANNE NOE NOTARY PUBLIC PULASKI COUNTY, ARK.

C. Jeanne Noe
Notary Public

STATE OF NORTH CAROLINA

Real Estate Excise Tax

STATE OF ARKANSAS)
) SS.
COUNTY OF PULASKI)

I, C. Jeanne Noe, a Notary Public in and for the aforesaid County and State, do hereby certify that Paul A. Lipsmeyer, attorney-in-fact for Lawyers Title Insurance Corporation, personally appeared before me this day, and being by me duly sworn, says that he executed the foregoing and annexed instrument for and in behalf of Lawyers Title Insurance Corporation, and that his authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds of Jackson County, North Carolina, on the 15th day of April, 1983, and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney; that the said Paul A. Lipsmeyer acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of said Lawyers Title Insurance Corporation.

WITNESS my hand and official seal this the 2nd day of March 19 94.

My Commission Expires:

10/15/96

C. JEANNE NOE NOTARY PUBLIC PULASKI COUNTY, ARK.

C. Jeanne Noe
Notary Public

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF JACKSON)

The foregoing certificate(s) of C. Jeanne Noe (and) Notary(ies) Public is (are) certified to be correct. This instrument was presented for registration and recorded in this office at Deed Book 955, Page 741.

This 11th day of April 19 , at 10:15 o'clock A.M.

Conrad Burrell by LaRa Hooper
Register of Deeds

MARCH 11, 2017

FAIRWAY FOREST TOWNHOUSE ASSOCIATION, INC.
PO BOX 2048
CASHIERS, NC 28717

BOARD MEMBERS;

OUR 2017 MAINTENANCE FEES HAVE BEEN PAID IN FULL. CONFIRMING MY CONVERSATION WITH YOUR REPRESENTIVE WE ARE TRANSFERING ALL INTERESTS AND TITLE OF OUR TIMESHARE UNIT TOWNHOUSE NO. 1346 - Building 014A - WEEK 43. TO THE ASSOCIATION, AGREED TO A SMALL TRANSFER $.

DUE TO OUR AGE AND DECLINING HEALTH, WE HAVE NOT BEEN ABLE TO USE THE TIMESHARE WEEKS THE PAST THREE YEARS. PLEASE USE WEEK 43 THIS YEAR AS WE WILL NOT BE ABLE TO USE IT. THE TIMESHARE HAS ZERO RESALE VALUE.

WE WILL BE MOVING IN JULY TO A NEW LOCATION. PLEASE LET US KNOW IMMEDIATELY IF YOU NEED MORE PAPERWORK FROM US.

VERY TRULY YOURS,

Robert F. Gish

ROBERT F. GISH
817 PITKIN AVENUE
Glenwood Springs, Co
PHONE 970-230-9492

ATTACHMENTS: TITLE TO PROPERTY 136-00-126463 INFO
CONCERNS WITH FAIRFIELD

June 13, 2018

DIAMOND RESORTS
INTERNATIONAL

Stay Vacationed.

Robert F. Gish
2139 Chesapeake Dr
Fort Collins, Colorado 80524-2214

Dear Robert F. Gish

Thank you for contacting Diamond Resorts International®. I am in receipt of your letter cancellation request with Diamond Resorts International® and have DENIED your request.

We have reviewed your concerns and attempted to address them with you via phone. Per your letter in response to your late fee notice, you stated you returned your week to the homeowners associations. At this time our records are showing you are still the owner. If you have any documents showing you gave your week back please send them to: **Diamond Resorts International® ATTN: Hospitality Management 10600 W. Charleston Blvd. Las Vegas, NV 89135** at that time we will review your supporting documents.

Respectfully yours,

Jayshawna Ellis | Hospitality Management Specialist | Tel: 702.473.7645 ext. 21307 |
Fax:702.240.2576

DEAR MS ELLIS,
ATTACHED IS OUR CONFIRMING LETTER TO THE ASSOCIATION, WE ARE NOT USING THE TIMESHARE AND NOT PAYING ANY MORE ON A UNIT THAT HAS "0" VALUE. WE ARE NOW RETIRED AND LIVING ON SOCIAL SECURITY. YOU WENT BACK ON AGREEMENT WITH AGENT.
Robert F Gish 6/20/2018

THE TOWN HOUSE ASSOCIATION HAS THE TITLE

June 21, 2019

To: Diamond Resorts
10600 West Charleston Blvd.
Las Vegas, Nevada 89139

Re: Timeshare - Fairway Forest, N.C.
Lot 43 Townhouse 1346 Building 14

Sirs:

I do not understand why you are harassing me. We do not own the timeshare any more. The timeshare was given to the association in 2017. We made an arrangement with one of your agents to pay the current year maintenance fees to return it to you. We did that and you continue to send us a bill. We have not used the timeshare for the last several years due to health and age issues.

You have not responded to any of my many letters returned in mail I get from Fairway Forest Owners Association.

Fairfield went bankrupt and the terms of our purchase were in breach of the amenities we used. The condition of the property was not maintained.

I refuse to pay for any maintenance fees after we paid them in full in 2017. Respectfully requested that you remove us from the billings and harassing threats. The timeshare had no value and we paid over $10,000.00 for it.

Robert F Grah

Fairway Forest Townhouse Association, Inc.
Post Office Box 2048
Cashiers, North Carolina 28717

BDGT_FFR ▲ 002529

Robert F. Gish T17 P1
2139 Chesapeake Dr
Fort Collins CO 80524-2214

MAY 1, 2018

FAIRWAY FOREST TOWNHOUSE ASSOCIATION

PLEASE REMOVE MY NAME FROM THE OWNERS LISTING. OUR SHARES WERE RETURNED TO THE ASSOCIATION PER MY MARCH 11, 2017 LETTER TO THE BOARD. I AM RETURNING THE ANNUAL MEETING BALLOT AND PAPERS ON CANDIDATES IN THE ELECTION.

Robert F Gish

TOWNHOUSE 1346
BUILDING 014A
WEEK 43

11-8-2019
NEVER A RESPONSE FROM FAIRWAY FOREST
RFGish

Fairway Forest Townhouse Association, Inc.
Post Office Box 2048
Cashiers, NC 28717

DR_CFALTR_FFR ▲ 002547

Robert F. Gish T10 P1
2139 Chesapeake Dr
Fort Collins CO 80524-2214

Dear Fairway Forest Owner:

The Annual Meeting of the Fairway Forest Townhouse Association will be held Tuesday, June 5, 2018 at 2:00 pm in the Community Center's Riverside Room. According to the By-Laws of the Fairway Forest Townhouse Association, Article III, Section 3, Directors will be elected at the Annual Meeting.

One Director will be elected to serve a three-year term. Any member in good standing (i.e.: owner of week/weeks with all Association fees paid and up to date) may submit their request for candidacy.

Members interested in becoming a candidate for the Board of Directors should use the attached Candidacy Form. Please note that all Candidacy Forms must be received by the Fairway Forest Association Office no later than April 13, 2018.

You may mail to the address above, Fax to (828) 743-5516 or email to svmalisa@nctv.com.

If you have any questions, please feel free to contact the Fairway Forest Townhouse Association Office at the address above or telephone number listed below.

Sincerely,

11-8-2019
NEVER A
RESPONSE FROM
FAIRWAY
FOREST
Rayish

Lisa Owens
General Manager
Sapphire Resort Management
(828) 743-3956

Att: Candidacy Form

I am returning the ballot, we gave our timeshare back to the association per my march 11, 2017 letter. we are no longer members of the Association or owners of the timeshare.

Robert F Gish 3/21/2018

Fairway Forest Townhouse Association, Inc.
Maintenance Fee Department
PO Box 8526
Coral Springs, FL 33075-8526

11-8-2019
Never a Response
From
Fairway Forest
RFGish

LATE FEE NOTICE
2018 Maintenance Fee
Account#: 17168915

Description	Debit	Credit	Amount
Beginning Balance	.00	.00	915.58
2018-MF Interest	25.96	.00	25.96

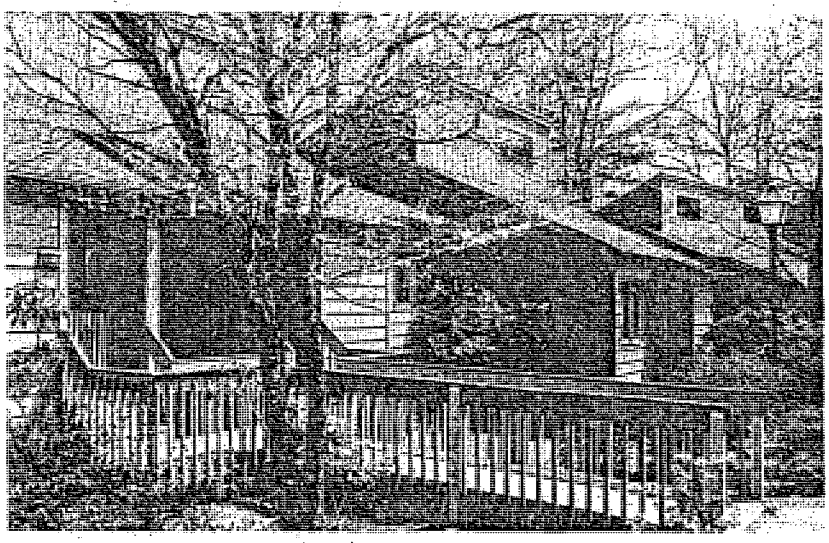
5/10/2018
I am returning the invoice for the Condo maintenance fees. We have returned our unit to the Homeowners association per my March 11, 2017 letter.
Robert Fgish

Save your association credit card fees, pay by electronic debit (EFT).

Amount Due USD $941.54

Contact us regarding your statement:
Members of THE Club®: US Toll Free 1.877.374.2582
International +1.702.635.3077

Traditional Owners: US Toll Free 1.800.463.7256
International +1.407.226.9500



Save money for your association and **PAY YOUR FEES ONLINE!**

Log in to your account and select **Make Payment** from within the **My Account** section.

If you have never logged in, please **register:**

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

22868

Please detach and return coupon with payment

Fairway Forest Townhouse Association, Inc.
Maintenance Fee Department
PO Box 8526
Coral Springs, FL 33075-8526

2018 Maintenance Fee

Account #:	17168915
Due Date:	Apr 2, 2018
Statement Date:	Apr 20, 2018
Amount Due:	USD $941.54

DR_HOA ▲ 0 0 0 4 5 8

Robert F. Gish T2 P1
2139 Chesapeake Dr
Fort Collins CO 80524-2214

Make Check Payable to:

Fairway Forest Townhouse Association, Inc.
P.O. Box 863596
Orlando, FL 32886-3596

998001716891500941549

Florida
Attorney's General Office

DEC 11 2019

Citizen Services

STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE
ATTN: Consumer Protection
9001 Mail Service Center
Raleigh, NC 27699-9001

CP

OFFICE OF THE ATTORNEY GENERAL
STATE OF FLORIDA
PL-01 THE CAPITOL
TALLAHASSEE, FL 32399-1050

CS/Timeshare
SR

Office of the Florida Attorney General

Ashley Moody

PL-01 The Capitol

Tallahassee, FL 32399-1050

TIME SHARE COMPLAINT

January 10, 2020

Dear Ms. Moody:

We are Diamond Resorts International (Platinum) time share members and wish to inform you that this company and its representatives have been deceptive in their updates (sales presentations) to us and most assuredly to other members. In October we went to a presentation at the Daytona Beach Regency and we immediately informed the representative that we were considering giving our timeshare back to Diamond because of financial and medical issues. During this discussion we were informed that Diamond had a new program for Platinum members like us who had invested substantially in their timeshare but could no longer afford the maintenance fees. Brad Leslie told us we could use our yearly allotment of points and turn them over as a credit on our Barclay Diamond master card at .30cents per point, at anytime in the year. The credit could then be used to pay our maintenance fees or any other purchases. After four hours of questions and answers we felt this was to our benefit and would help relieve some of our financial burden. Mr. Leslie told us we should call him in December and he would guide us through the process verbally described.

To our understanding this program would allow us to financially keep our timeshare without further financial burden, so we signed the contract and the 10-day recission period passed. We went to our bank and took out a small home equity line to secure payment of this purchase and consolidate some personal bills. In December we called to schedule the redemption of points to a credit on the credit card and were informed that Diamond had no such program and that it was only a 30% redemption of points. Therefore we were scammed into this purchase. This has financially burdened our family with the home equity loan and we were forced to request transition out of our time share investment back to Diamond on December 29th. We spoke with another representative regarding this purchase and requested a return of the funds without any success. He basically stated we had signed the contract and nothing could be done.

A few weeks later we attended another update at Cypress Pointe and a manager there told us about the exact same program. In fact, he even said we could buy 20,000 points every year for .19 cents per point and turn them back in at .30 cents per point. On January 2nd we forwarded a letter of complaint to the CEO Mr. Michael Flasky at Diamond Resorts in Las Vegas, NV. We outlined how this sales pitch with us was deceptive and filled with downright lies, and requested a reimbursement of our funds. This purchase is but a very small drop in their large financial holdings; however, it would be my feeling that they will stand on the contract we signed, and no further action will be taken. We have been reading on a Diamond Resorts Owner Advocacy site and apparently many other owners are facing the exact same situation.

If your office could assist in a return of our funds it would be greatly appreciated. If not, I sincerely hope our situation and this letter may assist in stopping these deceptive sales by Diamond Resorts. in the future.

Sincerely yours;

James Catlin

Lorraine Catlin

James & Lorraine Catlin

11060 SE. 174th Loop

Summerfield, Fl 34491

CELL: (207) 240-2861 or (207) 240-2276

E Mail: catlinshore@aol.com

J.W. Cooler
11060 SE 174th Loop
Summerfield, FL
34491

JACKSONVILLE FL 320

13 JAN 2020 PM 3 1

FOREVER USA

Office of Florida Attorney General
ATTN: Ashly Moody
PL-01 The Capitol
Tallahassee, FL 32399

32399-105099

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

CS/TS
Pa

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

Person Making Complaint:	Complaint is Against:
Larson, Cuyler R	Diamond Resorts US Collection
Last Name, First Name, Middle Initial	Name / Firm / Company
405 Fairview Lake Way	10600 W Charleston Blvd
Mailing Address	Mailing Address
Simpsonville, Greenville	Las Vegas, Clark
City, County	City, County
South Carolina, 29680	Nevada, 89135
State, Zip Code	State, Zip Code
864-546-0169	877-787-0906
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
cuylerlarson@att.net	diamondresorts.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 **Amount Paid:** $ 42,108.46 **Payment Method:** Bank Transfer

Transaction date: 10/25/16 **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:
Nevada Attorney General

(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)

Please explain your complaint. Attach additional sheets, if necessary.

During our Orlando, FL visit to Cypress Pointe in October 25, 2016, we were part of the surprise announcement to Sven Eklof (Erikas' father) and his wife Jean Eklov that Vacations International was purchased by Diamond Resorts. He was to attend a meeting to review the purchase of Vacations International by Diamond Resorts. Erika and I attended a meeting where we watched a video, where the theme was "Stay Vacationed." We discussed the option of traveling after having lost twin babies, and lost the chance to have any additional children. We were at a vulnerable point and Diamond Resorts seemed like our international travel agency that would streamline traveling and make it much easier to travel internationally at all the destinations shown on their wall map. We met with a salesman to find out the price and it seemed too high to justify. When we acted disinterested in the offer, we were then joined with Sven and Jean because Erika qualified for the "family" discount rate that Sven had because she is family. With Sven and Jean's good experience with Vacations International, we decided to proceed in purchasing half of the 7,500 points with them. Total, together we purchased 7,500 points to be shared between families. I paid $3,571.00 (Half of $7,141.00 total Down Payment amount) on a personal credit card and financed the rest with Diamond under Sven Eklof. Erika had begun a new job in January, 2018 and only had one week of vacation available, which was already booked for something else, so we were unable to use the remaining points from 2017, used zero points in 2018 AND lost our "Dream Vacation" because it expired 3 days into the new year. We now pay nearly $650 per month for the Diamond Resorts that we have barely used, because of the pressure and the lack of availability at the places we travel to. Erika now works two jobs to cover these expenses. Behind all the deception, lies, outrageous amount of money spent with no return on our investment and unkept promises, we entrusted our future of "Stay Vacationed" with Diamond Resorts. Instead the mistrust, dishonesty and pressure tactics used to get us into buying more points at every stay is unacceptable and was used to take advantage of us at a vulnerable time.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: [illegible] Date: 1/27/20

Cuyler Larson
405 Fairview Lake Way
Simpsonville, SC 29680-7110

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®

7019 2280 0001 0612 1703

1000

32399

U.S. POSTAGE PAID
FCM LETTER
SIMPSONVILLE, SC
29680
JAN 28, 20
AMOUNT
$6.40
R2305M149229-10

FOREVER/USA

Office of the Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

C4

RETURN RECEIPT
REQUESTED

32399$1050 C001

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

CS/TS
Pa

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864-546-0169	877-787-0906
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
cuylerlarson@att.net	diamondresorts.com
Email Address	Business Email or Web Address

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Signature: [illegible] Date: 1/27/20

Cuyler Larson
405 Fairview Lake Way
Simpsonville, SC 29680-7110

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

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$6.40
R2305M149229-10

FOREVER/USA

Office of the Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

C4

RETURN RECEIPT
REQUESTED

32399$1050 C001

OS/Follow up
BL

February 23, 2020

Via certified mail
Gregory Powell
Office Of Citizens Served
Florida Attorney General's Offfice
PL-1 The Capital
Tallahassee, Florida

Re: Consumer: Thomas and Suzanne Lyman

Thank you for sending us a copy of the letter dated January 13th 2020 from Shelbey Knapp, Legal assistant for Diamond Resorts. We were very happy and relieved to read that the dispute had been resolved and our points contract had been cancelled, and that there is no further financial obligation for this.

I have tried several times to contact Shelbey Knapp and have left messages for a return call without any luck.

I have recently received a statement from Diamond Resorts World Mastercard. This shows a balance of $3901.61 including interest and late fees.

I have objected to this total contract and credit card situation since I returned home from our three-week vacation to Florida almost a year ago this March. I stated several bullet points as to where we felt we were misled. The one main objection was that we were asked to sign some paperwork to see if we qualified for a credit card! We discovered, several weeks later, that that actually became an application for a new credit card!

I called the credit card company as soon as I realized what happened and cancelled this card. I was later informed that Diamond Resorts sent a copy of this paperwork to Barclay's credit card company and they reinstated the card based on that paperwork.

We have not received any of the rewards offered by this point system, other than a $75 gift card to attend the presentation meeting and a cup of coffee and a donut at this presentation.

This has been a very stressful year and has been very tough on our health and wellbeing. I have recently paid our 2020 maintaince fees and have offered to give up our existing timeshare in exchange for total cancellation of this new point system and costs involved. We have owned this timeshare and paid all dues and assessments for the past 25 years!

Thanks again for your help and understanding in this matter !

Sincerely,

Thomas E. Lyman

Thomas E. Lyman

Suzanne M. Lyman

Suzanne M. Lyman

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7019 2280 0000 2641 1618

METR
MI 480
24 FEB
PM 2L

UNITED STATES POSTAL SERVICE

1000

32399

U.S. POSTAGE PAID
FCM LETTER
LIVONIA, MI
48150
FEB 24 20
AMOUNT
$6.95
R230

Gregory Powell
Office of Citizens Served
Florida Attorney General's Office
PL-1 The Capitol
Tallahassee, Florida 32399-1050

RETURN RECEIPT REQUESTED

CS

32399-105099

CB/FS

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:	Complaint is Against:
Owner of the time share	Diamond Resorts
Last Name, First Name, Middle Initial	Name / Firm / Company
Villarreal, Elena V.	P.O Box 845189
Mailing Address	Mailing Address
16408 Garrett Rd.	Dallas,
City, County	City, County
Harlingen, TX, Cameron	TX, 75284-5189
State, Zip Code	State, Zip Code
TX, 78552	1(877)374-2582
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
+1 956 536 8220	www.Diamondresorts.com
Email Address elenavilla777@gmail.com	Business Email or Web Address

Are you over the age of 60? ___ Yes X No / MILITARY STATUS ☐ Active Military ☐ Veteran

(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Time share **Amount Paid: $** _____ **Payment Method:** _____

Transaction date: _____ **Did you sign a contract, estimate, invoices or other supporting documents?** X **Yes** ___ **No**

Have you retained an attorney? ___ **Yes** X **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
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(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

Please explain your complaint. Attach additional sheets, if necessary.

My husband, ~~Jo~~ Juan D. Villarreal, who was original owner of the time share, passed away Dec 29, 2019.

Before his passing, we were trying to get rid of the time share.

It did not work for us at all w/ money we paid and inability to use it. We tryed to get rid of time share, but Diamond Resorts Int. refused to take it back or would do it for some insane fee.

As the wife of my late husband I am ~~the~~ owner by default. My financial situation has changed. I lost my husband who was also my travel partner.

I no longer wish to carry on the burden of having something we could not use when he was of life and more over, now when he is no longer here.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Elena Villarreal Date: 02/21/20

Elena Villarreal
16408 Garrett Rd
Harringer, TX 78552

SANTA ANA CA 926

02 MAR 2020 PM 1 L

FOREVER / USA

Office of AG Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

32399-105099

CS/TS
BR

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:	Complaint is Against:
Echeverry, Luisa Last Name, First Name, Middle Initial	Diamond Resorts / Mystic Dunes Resort. Name / Firm / Company
1622 Sweetgum Terrace. Mailing Address	7600 Mystic Dunes Lane Mailing Address
Weston, Broward City, County	Kissimmee, Osceola. City, County
FL. 33327 State, Zip Code	FL. 34747. State, Zip Code
954 217 6046 - 954 854 7000 Home & Business Phone, Including Area Code	866-539-5067 Business Phone, Including Area Code
lsecheverry@hotmail.com Email Address	WWW.DiamondResorts.com Business Email or Web Address

Are you over the age of 60? X **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. **Amount Paid: $** 24,000.00 **Payment Method:** checks

Transaction date: July 2000 **Did you sign a contract, estimate, invoices or other supporting documents?** X **Yes** __ **No**

Have you retained an attorney? __ **Yes** X **No**

Please list any other government agencies, law enforcement authorities or organizations you contacted about this matter:
Florida Department of Business & Professional Regulation

(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)

Please explain your complaint. Attach additional sheets, if necessary.

I am filing a legal complaint against Dimond Resorts/ The Palms Country Club and Resort Condominium Association, Inc.

20 years ago, on July 2000 I went on vacation with my then 7- and 9-years old daughters. I was a single mom and I was looking for a way to save some money on Disney tickets. This is how I was lured into a timeshare presentation that turned out to be close to 5 hours presentation and ended up being my journey into Timeshare ownership with a yearly week of a 3-bedroom lockout unit.

I was promised that this was going to be a great investment if I ever wanted to vacation with my daughters at a better cost to anywhere in the world.

With great effort I finished paying my contract only to experience over the years a lot of frustration because I was never able to vacation to the destinations I really wanted to go to and for the past 8 years I have even lost the opportunity to travel because there is actually no availability through the exchange program.

About more than 5 years ago Diamond International change from weeks to Points ownership, I didn't want to change because I felt I was going to lose my little piece of "real state", but it turned out we were told we didn't own anything specific on our home resort. Even though from the very beginning I was told I had a specific unit in a specific building but all that changed, and I couldn't do anything about it.

Moreover, it seems that I was punished for not changing to points. If I ever wanted to use my weeks, I only had the option to do it through Interval international. I was not allowed to use the resorts available to the other timeshare owners that had points with Dimond Resorts, even though I was a Dimond Resort Member.

I have made a great investment of more than $20,000.00. The maintenance fees keep going up and I cannot use my timeshare the way they told me 20 years ago.

On top of everything Diamond Resorts wants me to pay them to give up on my investment, which they can later sell to an unguarded individual like me.

I don't want Diamond Resorts to keep sending me emails and notification, I want to be detached from this relationship I started 20 year ago and I want to be compensated for all this year of misrepresentation and misinformation.

Please can anyone advise me on how to break this bind even if I lose all the time and money I had put into this Timeshare?

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Susi [illegible] Date: 2/28/20

RE: Transitions Questions (CID:sl3ysvn9$7hhytwthb)

Transitions <Transitions@diamondresorts.com>
Mon 12/10/2018 5:11 PM
To: Luisa Echeverry <lsecheverry@hotmail.com>

Thank you for contacting us. While we passionately believe in the value of vacations, we also understand that life's circumstances can change. For those who are eligible, Transitions program may offer members and owners a way to relinquish all or part of your vacation ownership, providing you with the opportunity to transition out of vacation ownership.

The following conditions must be met in order to be approved for the Transitions program:

- You must have no existing loan balance or other lien encumbering the vacation ownership
- You must be current on the payment of all maintenance fees up to the year for which you are relinquishing
- You must have a clear and free title to the vacation ownership
- All future reservations must be cancelled or traveled on prior to submitting a request

For additional information on the Transitions program you can log into your member website. From the left side navigation menu click on 'Transitions' button. You may also submit an application by selecting your contract at the bottom of the page and pressing "Submit Request" highlighted in blue.

Thank you,
Courtney
Transitions® | Diamond Resorts International®
Email: Transitions@diamondresorts.com | Phone: 855-342-3689

-----Original Message-----
From: Luisa Echeverry [mailto:lsecheverry@hotmail.com]
Sent: Monday, December 10, 2018 9:46:11 AM
To: Transitions
Subject: Fw: Transitions Questions

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Hello I'm Forwarding my last email. I have not received a phone call from the service department in the transitions program. The end of the year is coming and before I can finish setting up my transition process I need to speak to someone. Please call me at 954-854-7000

Luisa Echeverry

From: Luisa Echeverry <lsecheverry@hotmail.com>
Sent: Monday, December 3, 2018 12:39 PM
To: Transitions@diamondresorts.com
Subject: Transitions Questions

To whom it may concern

I have tried contacting someone to talk personally about my transition process, and it has been impossible to get someone on the phone. I have waited in my numerous attempts as much as 45 minutes and still nobody picks up the phone, I keep listening avor and over again to the recording and people's experiences.

I really would like to talk to someone, maybe if I can get a direct number that would be great. I want to to talk to someone because I have a question regarding the option you can offer in this transition process. My cell Phone number is 954-854-7000. Because of work I'm not always available but I'll return a phone call as soon as I can.

Luisa Echeverry

Date Printed: **08/08/2001 15:54:33**

OWNER'S FORM

File #	Schedule A	Agent #
12218300	Policy # **OP-9-1487-4970**	**1487**

Reinsurance #

Effective Date & Time
07/13/2001 12:23:13

Simultaneous **#LP-12-1487-4609**

State: FL County: Osceola

Amount of Insurance: **$ 15,900.00**

Commitment #

1. Name of Insured:

   LUISA FERNANDA ECHEVERRY

2. The estate or interest in the land described herein and which is covered by this policy is

   TimeShare Estate

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

   Warranty Deed executed by TEMPUS PALMS INTERNATIONAL, LTD., A FLORIDA LIMITED PARTNERSHIP to **LUISA FERNANDA ECHEVERRY** dated **05/14/2001**, filed **07/13/2001** and recorded in Official Records Book **1901**, Page **478** of the Public Records of Osceola county, Florida.

4. The land is described as follows:

   Building 20 Unit 204 Week 32 During Assigned Year(s) Annual , of THE PALMS COUNTRY CLUB AND RESORT, a Condominium according to Declaration of Condominium thereof recorded in Official Records Book 1545, Page 2911 of the Public Records of Osceola County, Florida, and all exhibits attached thereto, and any amendments there of (the "Declaration").

   Together with a remainder over in fee simple as a tenant-in-common with all other Owners of time periods in the same Timeshare Unit on termination of the Vacation Ownership Plan, subject ot the Condominium Documents.

Countersigned Authorized Signatory

Issued by:
AMERISTATE TITLE LLC
7380 SAND LAKE ROAD
ORLANDO, FL 32819

NOTE: This policy consists of insert pages labeled Schedules A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

12218300

This instrument prepared by
Brent M. Ziegler
Tempus Palms International, Ltd.
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819

Return to:
American Pioneer Title Insurance Company
VO Division
495 E. Semoran Blvd., #115
Casselberry, FL 32707

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2001098438 OR 1901/478
SEB Date 07/13/2001 Time 12:23:13

DOC STAMPS: 111.30

Parcel Identification (Folio) No. _____

Grantee(s) Social Security Number No. [redacted]

1333

SPECIAL WARRANTY DEED

THIS DEED OF CONVEYANCE is made and executed this 14th day of May, 2001 by and between Tempus Palms International, Ltd., a Florida limited partnership, whose address is P.O. Box 690895, Orlando, FL 32869-0895 ("Grantor"),and, LUISA FERNANDA ECHEVERRY whose post office address is c/o The Palms Country Club and Resort, a Condominium, 7900 Palms Parkway, Kissimmee, FL. 34747, ("Grantee").

WITNESSETH:

That Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid to it by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto Grantee, his heirs, devises, successors and assigns, the following described real property (the "Property"):

Building 20, Unit 204, Week 32, during Assigned Year(s) Annual of THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM, according to the Declaration of Condominium thereof recorded in the Official Records Book 1545, Page 2911, Public Records of Osceola County, Florida, and all exhibits attached thereto, and any amendments thereof (the "Declaration").

TOGETHER with a remainder over in fee simple as a tenant-in-common with all other Owners of time periods in the same Timeshare Unit on termination of the Vacation Ownership Plan, subject to the Condominium Documents.

This conveyance is subject to and, by accepting this Special Warranty Deed, Grantee does hereby agree to assume and abide by the conditions and restrictions imposed by the following:

1. Taxes for the current year and subsequent years
2. Conditions, restrictions, limitations, reservations, easements and other matters of record, including but not limited to the Declaration.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title of the Property and will defend the same against the lawful claims of all persons claiming through Grantor; and that the Property is free of all encumbrances, except those provided herein.

IN WITNESS WHEREOF, Tempus Palms International, Ltd. Has executed this Special Warranty Deed on the date first above written.

Signed, Sealed and Delivered in the Presence of:

WITNESS:

Sean Walls

Print Name: SEAN WALLS

Luisa Bautista

TEMPUS PALMS INTERNATIONAL, LTD., a Florida Limited Partnership

By: _____

Print Name: LISA A BROWN
As its: Authorized Agent

Date Printed: **09/06/2005 12:16:13**

OWNER'S FORM

File #	Schedule A	Agent #
17136500	Policy # **7110609-46542**	**1487**

Reinsurance #

State: FL County: Osceola

Effective Date & Time
07/22/2005 11:00:09
Amount of Insurance: **$ 24,900.00**

Simultaneous #

Commitment #

1. Name of Insured:

   LUISA FERNANDA ECHEVERRY

2. The estate or interest in the land described herein and which is covered by this policy is

   TimeShare Estate

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

   Warranty Deed executed by TEMPUS PALMS INTERNATIONAL, LTD., A FLORIDA LIMITED PARTNERSHIP to **LUISA FERNANDA ECHEVERRY** dated **08/09/2004**, filed **07/22/2005** and recorded in Official Records Book **2848**, Page **603** of the Public Records of Osceola county, Florida.

4. The land is described as follows:

   Building 31 Unit 209 Week 28 During Assigned Year(s) Annual (first occupancy day - Sunday) , of THE PALMS COUNTRY CLUB AND RESORT, a Condominium according to Declaration of Condominium thereof recorded in Official Records Book 1545, Page 2911 of the Public Records of Osceola County, Florida, and all exhibits attached thereto, and any amendments there of (the "Declaration").

   Together with a remainder over in fee simple as a tenant-in-common with all other Owners of time periods in the same Timeshare Unit on termination of the Vacation Ownership Plan, subject to the Condominium Documents.

Countersigned Authorized Signatory

Issued by:
AMERISTATE TITLE LLC
7380 SAND LAKE ROAD
ORLANDO, FL 32819

NOTE: This policy consists of insert pages labeled Schedules A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

Lisa McNair
Tempus Palms International, Ltd.
P.O. Box 690895
Orlando, FL 32869-0895

LARRY WHALEY 1F
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2005166768 OR 2848/603
SKS Date 07/22/2005 Time 11:00:09

DOC STAMPS: 174.30

Return to:
American Pioneer Title Insurance Company
Ancillary Service Division
489 State Road #436
Casselberry, FL 32707

Parcel Identification (Folio)
No. 1525273160000A&B0040

Grantors Federal Identification Number
No. 59-3499364

4917

SPECIAL WARRANTY DEED

THIS DEED OF CONVEYANCE is made and executed this **9th day of August, 2004** by and between Tempus Palms International, Ltd., a Florida Limited Partnership, whose post office address is P.O. Box 690895, Orlando, FL 32869-0895 ("Grantor"), and, **LUISA FERNANDA ECHEVERRY** whose address is c/o The Palms Country Club and Resort, 7900 Palms Parkway, Kissimmee, Florida 34747, ("Grantee").

WITNESSETH:

That Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid to it by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain, sell and convey unto Grantee, his heirs, devises, successors and assigns, the following described real property (the "Property"):

Building 31 Unit 209 Week 28 During Assigned Year(s) Annual (first occupancy day - Sunday) of THE PALMS COUNTRY CLUB AND RESORT, A CONDOMINIUM, according to the Declaration of Condominium thereof recorded in the Official Records Book **1545**, Page **2911**, Public Records of Osceola County, Florida, and all exhibits attached thereto, and any amendments thereof (the "Declaration").

TOGETHER with a remainder over in fee simple as a tenant-in-common with all other Owners of time periods in the same Timeshare Unit on termination of the Vacation Ownership Plan, subject to the Condominium Documents.

This conveyance is subject to and, by accepting this Special Warranty Deed, Grantee does hereby agree to assume and abide by the conditions and restrictions imposed by the following:

1. Taxes for the current year and subsequent years
2. Conditions, restrictions, limitations, reservations, easements and other matters of record, including but not limited to the Declaration.

The benefits and obligations hereunder shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title of the Property and will defend the same against the lawful claims of all persons claiming through Grantor; and that the Property is free of all encumbrances, except those provided herein.

IN WITNESS WHEREOF, Tempus Palms International, Ltd. Has executed this Special Warranty Deed on the date first above written.

Signed, Sealed and Delivered in the Presence of:

WITNESS:

Print Name: KIMBERLY M. HUTCHISON

Print Name: BRENDA COLON

TEMPUS PALMS INTERNATIONAL, LTD., a Florida Limited Partnership

By:

Print Name: LISA A. BROWN

STATE OF FLORIDA

Luisa Echeverry
1622 Sweetgum Ter.
Weston, FL. 33327

CPU

U.S. POSTAGE
$1.20
FCMF 0020
Orig: 33326
02/27/20
11065611
R2305P150515 06 2S

Office of Attorney General Ashley Moody
state of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050.

Royal Palm PBOC 330
FRI 28 FEB 2020

QS/ Follow up
Dc

Letter mailed Registered Mail - Return Receipt Requested

March 4, 2020

Diamond Resorts
10600 West Charleston Boulevard
Las Vegas, NV 89135

Attention: Shelbey Knapp:

Re: Fairfield Sapphire Valley
Townhouse 1346, Blue Week 43, Building 014A
Diamond Resorts contact number 68-102715

DEAR JARID,
THANK YOU FOR NICE RESPONSE LETTER. THE TIMESHARE INDUSTRY IS VERY QUESTIONABLE. YOUR RESPONSE GAVE ME THE COURAGE TO CONTINUE TO PUSH BACK AT DIAMOND RESORTS.
Robert Fgish

Dear Ms. Knapp:

I am in receipt of your registered letter dated February 3, 2020. I found it amusing when you stated that Diamond Resorts prides itself with exceptional customer service. Diamond Resort is a continuation of the time share industry and cares very little about individuals. Diamond Resorts only wants economic gain.

It is obvious that your letter declares "Corporate or legal philosophy and policy" that is not reflected in your day by day operations. Diamond Resorts staff practices deceptive and unfair (to the consumer) trade practices.

Due to health issues we have not been able to use our timeshare week for several years and lost several unused weeks in the banking process through RCI. A Diamond Resort representative indicated to us that Diamond Resorts rents our timeshare unit week for revenue because the maintenance fees have not been paid. That is revenue for Diamond Resorts.

Over the years hundreds of timeshare weeks have been returned to the Townhouse Association. On the date that we purchased our timeshare, Fairfield was proceeding with bankruptcy. That information was not disclosed to us when we purchased the timeshare. The verbal representations of the salesmen at the time of the sale were not kept. Our unit was not maintained for several years with missing kitchen plates, silverware and worn furniture and bed coverings. The last time we stayed in our unit, we elected to never return.

Our timeshare was returned to the Fairway Forest Townhouse Association in our letter dated March 11, 2017. The maintenance fees were paid in full through 2017 with the understanding that the week of timeshare would be transitioned to the Association or Diamond Resorts. The Association and Diamond Resorts did nothing except receive the maintenance fees. We were guaranteed as told over the phone, that if the maintenance fees were current then our week would be transitioned. Diamond Resorts failed to live up to their verbal representations. I agreed to pay a fee as I recall of $395.00 for the transfer.

In 2018, I made a return call to Diamond Resorts and they stated that we had to pay the 2018 maintenance fees to be considered for a transition. I refused to pay additional maintenance fees for weeks we would never use. I explained my situation over the phone that fell on deaf ears and received a letter in the mail that our request could not be considered until the maintenance fees were paid in full.

In 2019, we wanted to get our legal affairs in order and again tried to transition the week to Diamond Resorts under our 2017 agreement. Diamond Resorts now wanted another year of maintenance fees paid before they would consider our transition. Diamond Resorts refused to give us written confirmation that if the arrear maintenance fees were paid they would "consider" the transition. We met all of the other conditions of the transition program mainly:

* The loan has been paid in full in 1993.
* The title is free and clear.
* We have no plans or reservations for using our timeshare weeks.

Dialog continued in 2020 in which Jazmonique Ellis has promised a contact to continue my request for a transition. Reference the attached copies of emails for background information. No return contact was ever made by Jaden as of today's date.

The other major concern that I have is the implied threat in Jazmonique Ellis's December 9, 2019 email quoting "**Working with a third-party company can affect your Transition request negatively." She made it clear verbally that it included attorney's or third-party representatives who would do the coordination with Diamond Resorts.

Attached is also a copy of my registered letter and received by Diamond Resorts adressed to Jaden Wade dated December 2, 2019. I have not even had the courtesy of a response from Jaden Wade or even heard from him again. Ms. Knapp do you agree that this is Diamond Resorts customer service at its best indicated in your February 3, 2020 letter.

You also very clearly state, and I quote in your second paragraph of your February 3, 2020 letter, "Diamond is not, however obligated to accept a voluntary surrender of Mr. Gish's interest – he remains responsible for his annual maintenance fee obligation." My comeback to this common theme is the only thing that Diamond Resorts wants is paid maintenance fees and not no assurances that they will accept the transitions. There is "Zero consumer protection" from a program that refuses to confirm in writing that the transition program will be honored upon payment of the maintenance fees and that the title is free and clear.

The other concern that I have is that Diamond Resorts Management, Inc. appear to control the Fairway Forest Townhouse Association. My letter dated March 11, 2017 and at least eight or nine other pieces of correspondence to the Association have never been acknowledged or a return response received. I have repeatedly requested a copy of my contract, including asking Ms. Ellis which has never been provided or acknowledged. We were never notified that Fairfield sold or transferred the property to Diamond Resorts. The Fairfield timeshare was purchased in 1986 for $13,609.00 including principal and interest. The title is free and clear since it was paid in full in 1993. The timeshare is worthless and has "Zero Value." Ms. Knapp,

you suggest that it be sold or given to a family member. You very well know that it has no value and you can not even give this timeshare away. Why would I want to burden a family member with the liability of inflated annual maintenance fees? The annual maintenance fees exceed the value that Diamond Resorts charges renting the identical unit the identical week at Fairfield. I would certainly give you Ms. Knapp the clear title to the timeshare week at no cost to you. Please let me know by return mail if you would like to accept my offer.

My family situation has changed considerably as I have advised Ms. Ellis. My wife Mary has been diagnosed with stage three ovarian cancer in January 2020. We have limited resources and primarily live on our social security income. As I have previously advised Diamond Resorts, I am taking a Lupron shot for my returning Prostate Cancer, replacement of my right hip, left ankle fused and right ankle has two each four-inch screws up the heel. I have pain with each step I take. I have forwarded to Diamond Resorts copies of the Titanium holding my ankles together and hip replacement and proof of the Lupron shot. Our income is low and we have not paid any federal or state tax in the last several years. We have no use for the timeshare. Attached for your review is a copy of my wife's Stage 3 Ovarian Cancer biopsy. Our future financial resources will be paying medical expenses for numerous tests, medicine, CT's, three chemo treatments, surgery in March then possible additional radiation or chemo.

Our offer of the transition program that we accepted in 2017 still stands. We will transfer ownership of the week to Diamond Resorts at the program cost in 2017 of approximately $395.00 and refuse to pay additional maintenance fees after 2017. We have also received a registered letter from Philip W. Richardson of the Law Firm Eck, Collins and Richardson dated October 10, 2019 demanding arrear maintenance fees and intent to lien. I have not received a response to my rebuttal letter.

This letter will be my final attempt to try to resolve our transition with Diamond Resorts. I am now a full- time care giver for my wife of 62 years.

Very truly yours,

Robert Gish

Robert F. Gish

CC: Letter and Attachments to:
Jarid Mills, Office of the Attorney General of Florida
Adrienne Glover, State of North Carolina – Department of Justice
Nevada Attorney General's Office

Attachments:
Jaden Wade registered letter December 2, 2019
Emails 12-9 to 12-11, 2019 to Jazmonique Ellis
Emails 1-20 to 3-4, 2020 to Jazmonique Ellis
Gish letter dated November 7. 2019
Mary Gish Biopsy Repor

DIAMOND Resorts

Stay Vacationed.

February 3, 2020

VIA CERTIFIED MAIL

Becky Kring
Correspondence Consultant
Office of Citizen Services
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida 32399

Re: Consumer: Robert Gish
Diamond Resorts Account #: 68-102715

To Whom It May Concern:

This is in response to your letter from the Office of the Florida Attorney General regarding the above-referenced matter. The Diamond Resorts family of companies ("Diamond") values its customers and prides itself on exceptional customer service. Please note that Diamond is committed to investigating all allegations and resolving complaints whenever possible.

Mr. Gish's complaint includes statements about his desire to relinquish his timeshare interest to Diamond. Diamond understands that financial and health circumstances may change for members over time. Diamond is not, however, obligated to accept a voluntary surrender of Mr. Gish's timeshare interest—he remains responsible for his annual maintenance fee obligations

That being said, if Mr. Gish is interested in pursuing Transitions, he will need to adhere to the requirements for surrender through this program, including the $1000 per contract processing fee and that there can be no balance owed on his timeshare interest. There is no obligation for Mr. Gish to go through Transitions to divest himself of his Diamond ownership, and he is welcome to pursue other options, such as selling to another individual or gifting his ownership to family or friends.

However, on a case-by-case basis, Diamond does consider requests to surrender memberships due to financial hardship. If Mr. Gish wishes to submit verifiable documentation of a change in financial circumstances since his purchase that would impact his ability to pay his loan, please send such documentation to assistance@diamondresorts.com.

Sincerely,

Shelbey Knapp
Legal Assistant
Corporate Headquarters

CC: Robert Gish

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DIAMOND RESORTS
10600 WEST CHARLESTON
LAS VEGAS, NV
89135

9590 9402 4272 8121 3646 82

2. Article Number (Transfer from service label)

7019 2280 0001 0094 5091

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name) DEC 0 6

C. Date of Delivery 2019

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ ured Mail Restricted Delivery er $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7019 2280 0001 0094 5091

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

LAS VEGAS, NV 89135

OFFICIAL USE

Certified Mail Fee $ $3.50	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) $ $2.80	
☐ Return Receipt (electronic) $ $0.00	
☐ Certified Mail Restricted Delivery $ $0.00	
☐ Adult Signature Required $ $0.00	
☐ Adult Signature Restricted Delivery $ $0.00	
Postage $ $0.55	
Total Postage and Fees $ $6.85	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

0197
09

FORT COLLINS CO 80524
DEC 2 2019

12/02/2019

See Reverse for Instructions

NO RESPONSE TO LETTER
FROM DIAMOND RESORTS,

RZglish

REGISTERED MAIL – RETURN RECEIPT REQUESTED

December 2, 2019

Jaden Wade
Diamond Resorts
10600 West Charleston
Las Vegas, NV 89135

Re: Gish Timeshare
Fairway Forest Resort
Building 14, Unit 1346, Week 43

Dear Mr. Wade:

This letter will confirm your telephone call to my wife and I on November 15, 2019. In a very lengthy telephone conversation, the following items were discussed and we qualified under the following conditions to return the referenced timeshare week confirmed by you verbally under the following conditions:

1. That we owned the timeshare for over six months.
2. The timeshare was paid in full.
3. The deed was free and clear.
4. The maintenance fees for 2018 and 2019 must be paid in full at an additional cost of the Gish family in the amount of approximately $2000.00. Agreed to extra cost under duress. We verbally protested the additional costs of the maintenance fees for 2018 and 2019 as we made the same arrangements in 2017. We paid the maintenance fees as requested in 2017 but the title was never transferred. You acknowledged our follow up contact in 2018 but indicated that your files had no record of the 2017 arrangements.
5. Not retained an attorney to be involved in the transfer as one of your firm conditions.

In our discussions the basis for the returned timeshare explained by the Gish family included:

1. We have not been able to use the timeshare for several years.
2. We purchased the premium week of timeshare.
3. Limited travel due to our age and physical conditions.
4. Breach of contract by Fairfield.
5. We refused additional costs to transfer our contracted week for the points system.
6. Unable to trade our weeks for other premium weeks even trying years in advance.
7. Diamond Resorts is renting our timeshare week for revenue.
8. The timeshare has zero resale value.
9. Loss of our investment in the amount of $11,800.00

Transferring the title to our children is not a reasonable option as you suggested. The time share has no value as the maintenance fees, RCI fees and transfer fees exceed the reasonable cost for similar accommodations paid by cash for a week.

You told us you would immediately email the paperwork confirmation of the title transfer and send me a written copy of the confirmation in the mail under the Diamond Resorts letterhead. You have our home address on our registered mail and we gave you verbally our email address. We refused to pay the maintenance fees in advance until we received the confirmation in writing.

To date, since our conversation on November 15, 2019 including todays mail some 18 days ago, we have not received an email, letter from you or Diamond Resorts nor a phone call. The email has not been received in our spam folder. What is the status of our verbal agreement and your approval over the phone? We have not received a reply from the Fairway Forest Homeowners Association, lawyer Philip Richardson who is threating us with legal action for delinquent maintenance fees or Wyndham Resorts from our registered mail to each of them on November 8, 2019.

We do not need the emotional stress that this issue has caused us for the last several years. We want this resolved and placing Diamond Resorts, Wyndham Resorts and Fairway Forest Townhouse Association on notice that we refuse to pay additional maintenance fees for 2020 per copy of this letter to all.

Robert Gish Mary H. Gish

Robert and Mary Gish
2139 Chesapeake Drive
Ft. Collins, CO 80524

CC of this letter to the following by first class mail.
Philip Richardson with Eck, Collins and Richardson – Orlando, Florida
Fairway Forest Townhouse Association – Cashiers, NC
Wyndham Resorts – Orlando, Florida
State of Nevada Attorney General's Office
State of Florida Attorney General's Office
State of North Carolina Attorney General's - Office: Attention Adrienne Glover

From: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
To: Robert Gish <rfgish@aol.com>
Subject: RE: Transitions Program Conditions | 68-102715
Date: Thu, Dec 26, 2019 5:57 pm

Hello Mr. Gish,

Hospitality is a department not a program. Just to be clear they will review your account and offer assistance regarding relinquishing your vacation ownership. They are essentially our escalated department.

You can email them at ContactUS@Diamondresorts.com attn. HSM or Hospitality Management

A specialist will be assigned to contact you within 2-3 days.

Thank you,

Jazmonique Ellis | Club Help Support Manager | Tel: 866.654.5834 ext 12807 | Fax:702.765.8715 | Mobile: 702.715.4837

Diamond Resorts™ | Stay Vacationed.®

From: Robert Gish <rfgish@aol.com>
Sent: Thursday, December 26, 2019 4:52 PM
To: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
Subject: Re: Transitions Program Conditions | 68-102715

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Please refer me to that program. RF Gish

-----Original Message-----
From: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
To: Robert Gish <rfgish@aol.com>

Sent: Thu, Dec 26, 2019 12:15 pm
Subject: RE: Transitions Program Conditions | 68-102715

Hello Mr. Gish,

Thank you for your response. I can only provide you with the guidelines of the program. As I stated over our call and all of my email correspondences we can only truly guarantee in writing we will take back your contract once we have performed a title search and we only perform title searches for members who meet the filing conditions.

I do understand where you are coming from, as I explained on our phone call we cannot provide such assurances. We have to follow the program guidelines. If you would like to submit your claim/request to our Hospitality Department for a solution reviewing your account independently. Please let me know.

Thank you,

Jazmonique Ellis | Club Help Support Manager | Tel: 866.654.5834 ext 12807 | Fax:702.765.8715 | Mobile: 702.715.4837
Diamond Resorts™ | Stay Vacationed.®

From: Robert Gish <rfgish@aol.com>
Sent: Thursday, December 26, 2019 8:39 AM
To: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
Subject: Re: Transitions Program Conditions | 68-102715

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Dear Ms. Ellis,

Please look at the situation from our shoes. We agreed to the identical arrangement in 2017 as you again proposed in 2019. We paid the maintenance fees in 2017 and Diamond Resorts did not transfer title. The title has been free and clear since it was paid off 20 years ago. Do you expect me as an elderly consumer to put up an additional $1900 without assurances again? We need written assurances not verbal assurances.

Please confirm the following:

In pursuant to our conversation, Diamond Resort guarantees a full surrender of the Gish timeshare with no additional compensation to the Gish family after the title search has been performed and comes up paid in full and clear. The Gish family confirms that they will lose their entire vacation time timeshare investment of over $12,000. The Gish family will be required to pay all delinquent maintenance fees as a condition too the final transition program. There will be no additional maintenance fees for 2020. There are no additional conditions for the transfer. The Gish family has not used the timeshare for several years and all past, current or future vacation weeks can never be used.

It was very clear from our first telephone conversation with your representative that we were told by name "attorney" that we could not hire an attorney as part of the transition program or it would be at additional cost to us. It came across as a subtle threat to us. We took notes of that conversation. My wife and I were both on the phone when the remark was made. You personally have used the term "third party."

I would welcome a telephone call from you on January 2, 2020 as we currently have a household of family members for the Christmas Holidays until after the first of the year. I would rather keep this matter private.

Robert F. Gish

-----Original Message-----
From: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
To: Robert Gish <rfgish@aol.com>
Sent: Tue, Dec 24, 2019 6:55 pm
Subject: RE: Transitions Program Conditions | 68-102715

Dear Mr. Gish,

Thank you again for your response. In pursuant to our conversation we cannot guarantee a surrender until a title search has been performed. We perform the Title search only once all the filing conditions have been meet, this would include your past due balance.

I have never advised seeking assistance from a third party attorney would incur additional cost, in fact I cannot advise whom you can and cannot do business with. We have never exercised as a company influencing members regarding whom they wish to do business with via third party. A part of the Transitions Program does confirm if you have/are working with a third party company but this does not cost anything.

I feel as if we are going in circles since communicating via email. If you would like I can arrange time to call you.

Thank you,

Jazmonique Ellis | Club Help Support Manager | Tel: 866.654.5834 ext 12807 | Fax:702.765.8715 | Mobile: 702.715.4837
Diamond Resorts™ | Stay Vacationed.®

From: Robert Gish <rfgish@aol.com>
Sent: Thursday, December 19, 2019 2:26 PM
To: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
Subject: Re: Transitions Program Conditions | 68-102715

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

We have accepted all of the terms of the timeshare transition program as you personally confirmed over the telephone representing Diamond Resorts. Our title has been clear for nearly 20 years. We have not used the timeshare for the last several years due to age and health issues. We need your written confirmation that the timeshare will be be transferred if we pay all past due maintenance fees.

I feel that your verbal representations for Diamond Resorts are unethical and offer no protection for me the consumer. You stated verbally over the phone that if we pay the maintenance fees and the deed comes back free and clear that our

timeshare will be transferred to Diamond Resorts. Why won't you confirm that in writing? Why have you also stated that if we get a third party attorney involved we will incur additional costs?

Diamond Resorts made us the identical proposal in 2017 and we paid the maintenance fees. However Diamond Resorts did not transfer the deed. In 2018 we refused to pay additional maintenance fees. We want the transition completed in 2019 and do not agree to pay additional maintenance fees for 2020.

We are requesting that you confirm your verbal approval guarantee in writing to continue our agreement. We are requesting that we receive your confirmation by December 27, 2019 or we will refer your business practices to the Nevada Attorney Generals office or appropriate state agency.

Thank you for your timely response and confirmation of our agreement.

Robert Gish

-----Original Message-----
From: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
To: Robert Gish <rfgish@aol.com>
Sent: Wed, Dec 11, 2019 5:43 pm
Subject: RE: Transitions Program Conditions | 68-102715

Hello Mr. Gish,

While I appreciate your response and thank you for your time in this matter. We are not able to make any promises regarding the cancellation of your contract until a title search has been performed. In pursuant to our conversation a part of the approval process requires a clear and free title, this can only be confirmed once the title search is complete.

At this time I can only simply reconfirm the conditions of the program.

Please let me know if you have any further questions or concerns.

Thank you,

Jazmonique Ellis | Club Help Support Manager | Tel: 866.654.5834 ext 12807 | Fax:702.765.8715 | Mobile: 702.715.4837
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From: Robert Gish <rfgish@aol.com>
Sent: Monday, December 9, 2019 1:12 PM
To: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
Subject: Re: Transitions Program Conditions | 68-102715

Dear Ms. Ellis,

Thanks for your time on the phone and response.

This is the same verbal agreement we made in 2017. We paid the maintenance fees in 2017 and the title was not transferred.

We have no assurances from you that if we pay the current maintenance and late fees, that you and Diamond Resorts will approve the transition. We are not comfortable paying the fees without a 100% guarantee that the transition will be approved.

I consider this business practice of no guarantee to be deceptive and not considered reasonable accepted business practices. It does not protect me as a consumer. We need assurances from Diamond Resorts to protect our payment in advance without possible additional conditions and that the timeshare title will be transferred out of our name. We meet all of the conditions you have stated below with the exception of the maintenance fees. We accept your conditions for the transfer in 2019.

Please provide us with written assurances that our payment of maintenance and late fees will guarantee the transition if we meet all the conditions stated in your email below.

Confirming conditions data:

The loan has been paid in full for over 20 years.
Maintenance fees will be paid upon above assurances.
The title is free and clear for over 20 years.
We do not have reservations and not used our weeks for the last several years.
A third party attorney has not been hired.

We are waiting for a written confirmation from Diamond Resorts that a title transfer will be guaranteed prior to making the maintenance fees payment. We are putting Diamond Resorts on notice that we will not pay additional maintenance fees for the calendar year 2020.

Would it be possible to get a copy of our contract with Fairfield mailed to my house?

Thank you.

Robert and Mary Gish

-----Original Message-----
From: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
To: rfgish@aol.com <rfgish@aol.com>
Sent: Mon, Dec 9, 2019 1:02 pm
Subject: Transitions Program Conditions | 68-102715

Dear Mr. and Mrs. Gish,

Thank you for taking time to speak with me today. We are sorry to hear that you are wanting to relinquish your membership with us. While we passionately believe in the value of vacations, we also understand that life's circumstances can change. For those who are eligible, Transitions program may offer members and owners a way to relinquish all or part of your vacation ownership, providing you with the opportunity to transition out of vacation ownership.

The following conditions must be met in order to be approved for the Transitions program:

- You must have no existing loan balance or other lien encumbering the vacation ownership
- You must be current on the payment of all maintenance fees up to the year for which you are relinquishing
- You must have a clear and free title to the vacation ownership [title searches are performed after approval and can take up to 90 days]
- All future reservations must be cancelled or traveled on prior to submitting a request

** Working with a third party company can affect your Transitions request negatively.

I have reviewed your account and I do see that you have a balance on your account. Once your account is current feel free to contact us and we will be able to submit your request for you. Your account will be evaluated based on the above filling conditions.

Please let us know if we can assist further.

Thank you,
Jazmonique Ellis | Club Help Support Manager | Tel: 866.654.5834 ext 12807 | Fax:702.765.8715 | Mobile: 702.715.4837
Diamond Resorts™ | Stay Vacationed.®

From: Robert Gish <rfgish@aol.com>
To: Jazmonique.Ellis <Jazmonique.Ellis@diamondresorts.com>
Subject: 68-102715 Transition (CID:m5b0269blmv3jh6tkc)
Date: Wed, Mar 4, 2020 12:49 pm

Just to let you know that we have received no emails from Jaden. It does not surprise me. Diamond Resorts has never intended to transition my timeshare.

You expect me to believe and trust you that if we pay the maintenance fees that Diamond Resorts will accept the transition. You refuse to give me the assurances in writing before the maintenance fees are paid.

Bob Gish

-----Original Message-----
From: Robert Gish <rfgish@aol.com>
To: Jazmonique.Ellis <Jazmonique.Ellis@diamondresorts.com>; Assistance <Assistance@diamondresorts.com>
Sent: Tue, Feb 18, 2020 11:02 pm
Subject: Re: 68-102715 Transition (CID:m5b0269blmv3jh6tkc)

Just wanted to let you know. No one has reached out yet confirming that Diamond Resort has no intentions of a transition. RF Gish

-----Original Message-----
From: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
To: Robert Gish <rfgish@aol.com>; Assistance <Assistance@diamondresorts.com>
Sent: Thu, Jan 23, 2020 10:56 am
Subject: RE: 68-102715 Transition (CID:m5b0269blmv3jh6tkc)

Hello Mr. Gish,

Please allow 2-3 days for an agent to reach out. The case was logged yesterday and a specialist will be assigned to contact you.

Thank you,

Jazmonique Ellis | Club Help Support Manager | Tel: 866.654.5834 ext 12807 | Fax:702.765.8715 | Mobile: 702.715.4837
Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

From: Robert Gish <rfgish@aol.com>
Sent: Thursday, January 23, 2020 9:29 AM
To: Assistance <Assistance@diamondresorts.com>; Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
Subject: Re: 68-102715 Transition (CID:m5b0269blmv3jh6tkc)

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

I have not received a rebuttal. RF Gish

-----Original Message-----
From: Assistance <Assistance@diamondresorts.com>
To: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
Cc: rfgish@aol.com <rfgish@aol.com>
Sent: Wed, Jan 22, 2020 4:43 pm
Subject: RE: 68-102715 Transition (CID:m5b0269blmv3jh6tkc)

Hello,

A rebuttal has been logged.

Thank you,
Jeshua C.
Assistance US | Diamond Resorts ® | Fax: 702.765.8715
Vacations for Life® | **Stay Vacationed.™**

-----Original Message-----
From: Ellis, Jazmonique [mailto:Jazmonique.Ellis@diamondresorts.com]
Sent: Wednesday, January 22, 2020 1:21:46 PM
To: Assistance
Cc: rfgish@aol.com
Subject: 68-102715 Transition

Team,

Please log a rebuttal for Mr. Gish, he advised his concerns were not addressed.

Thank you,

Jazmonique Ellis | Club Help Support Manager | Tel: 866.654.5834 ext 12807 | Fax:702.765.8715 | Mobile: 702.715.4837
Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

From: Robert Gish <rfgish@aol.com>
Sent: Wednesday, January 22, 2020 10:51 AM
To: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
Subject: Re: 68-102715 Transition

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Never heard from Jaden. Bob

-----Original Message-----
From: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
To: Robert Gish <rfgish@aol.com>

Sent: Wed, Jan 22, 2020 10:55 am
Subject: RE: 68-102715 Transition

Hello Mr. Gish,

I am so sorry to hear about your wife. Praying for her health!

Correct, and you were contacted by your case manager Jaden correct? How did the conversation end with him?

Thank you,

Jazmonique Ellis | Club Help Support Manager | Tel: 866.654.5834 ext 12807 | Fax:702.765.8715 | Mobile: 702.715.4837
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From: Robert Gish <rfgish@aol.com>
Sent: Tuesday, January 21, 2020 8:02 PM
To: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
Subject: Re: 68-102715 Transition

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You told me verbally that you would have them contact me. Same issues as before. I have major concerns on my plate now. My wife has stage 3 Ovarian Cancer we learned today at 12:30 PM.. Bob Gish

-----Original Message-----
From: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
To: Robert Gish <rfgish@aol.com>
Sent: Mon, Jan 20, 2020 5:43 pm
Subject: RE: 68-102715 Transition

Thank you for your email.

Are you looking to utilize Transitions now or seek assistance from Hospitality? Your email may cause confusion. From what I remember you did not want to pay your 2019 fees to qualify for Transitions without a written guarantee, this is still something we are not able to do for you because of the title search.

I will have a new case opened with your case manager I just want to make sure I still understand your concerns.

Thank you,

Jazmonique Ellis | Club Help Support Manager | Tel: 866.654.5834 ext 12807 | Fax:702.765.8715 | Mobile: 702.715.4837
Diamond Resorts™ | Stay Vacationed.®

prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the original transmission and attachments without reading or saving in any manner. Thank you..

From: Robert Gish <rfgish@aol.com>
Sent: Monday, January 20, 2020 4:39 PM
To: Ellis, Jazmonique <Jazmonique.Ellis@diamondresorts.com>
Subject: Fwd: 68-102715 Transition

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

-----Original Message-----
From: Robert Gish <rfgish@aol.com>
To: ContactUS <ContactUS@Diamondresorts.com>
Sent: Mon, Jan 6, 2020 12:16 pm
Subject: 68-102715 Transition

Attention: HSM

Need assistance for transition time share to you. Other staff members has referred me to your department. R Gish

November 7, 2019

To: Fairway Forest Townhouse Association, Inc.
Attention: Association President
Post Office Box 2048
Cashiers, NC 28717

Eck, Collins and Richardson, PL
Attention: Philip Richardson Esq.
924 West Colonial Drive
Orlando, FL. 32804

Diamond Resorts International
Attention: Jayshawna Ellis
10600 West Charleston
Las Vegas, NV 89135

Wyndham Resorts Ovation Program
6277 Sea Harbor Drive
Orlando, FL 32821

RE: Robert and Mary Gish
Fairfield Sapphire Valley Timeshare Ownership
Fairway Forest Week 43 Unit 1346 Nov 8, 1986

All,

We purchased a week of timeshare ownership on the 8th of November 1986 some 33 years ago. Over the last several years we have been paying for something we can not use for health issues, age and financial reasons. We gave the week of timeshare to the Fairway Forest Townhouse Association in 2017 after paying the fees.

MY WIFE AND I WERE PRESSURED INTO PURCHASING A TIMESHARE WEEK IN A FOUR HOUR TOUR, PRESENTATION AND TAG TEAM HIGH PRESSURE SALES TACTICS. WE PAID $9,000.00 FOR THE TIMESHARE REQUIRING AN IMMEDIATE $1,800.00 DOWNPAYMENT AND PAYMENTS OF $119.16 PER MONTH FOR SEVEN YEARS. WE PAID $11,809.03 FOR A TIMESHARE WITH A CURRENT VALUE OF "0". WE HAVE ALSO PAID MAINTENANCE FEES FOR 30 YEARS STARTING AT $190.00 PER MONTH IN 1986 TO ESCALATING HIGH NUMBERS.

AS OF THE DATE WE PURCHASED OUR TIMESHARE, FAIRFIELD LOST OVER 17 MILLION DOLLARS IN 1986 WE WERE TOLD BY AN ASSOCIATE, FAIRFIELD FILED FOR BANKRUPCY WITH A BREECH OF CONTRACT. IN ABOUT 1990 WE WERE PRESSURED TO BUY INTO A NEW POINTS SYSTEM WHICH WE REFUSED TO PAY MORE MONEY. THAT LEFT US WITH NO REAL WAY TO EXCHANGE WEEKS TO OTHER RESORTS. WE OFTEN TRIED TO BOOK PEAK WEEKS WITH RCI YEARS IN ADVANCE AND ALWAYS DENIED BECAUSE OUR FLOATING WEEK HAD NO TRADING VALUE

FAIRFIELD ELIMINATED THE FAIRFIELD EXCHANGE PROGRAM (FAX) ALLOWING EXCHANGES AT NO COST WITHIN THE FAIRFIELD SYSTEM.

THE LAST TIME WE SPENT A WEEK AT OUR OWNED WEEK AT SAPPHIRE VALLEY THE UNIT WAS A MESS. THE FURNITURE WAS WORN, THE UNIT WAS NOT MAINTAINED, MISSING PLATES, GLASSES, SILVERWARE AND THE FRYPAN WAS NOT USABLE, WE NEVER RETURNED AND ONLY USED EXCHANGES WITH RCI,

WE HAVE TRIED TO GIVE THE TIMESHARE BACK TO THE ASSOCIATION. OUR MARCH 11, 2017 LETTER AND OTHER LETTERS TO THE ASSOCIATION HAVE NOT BEEN ANSWERED. OUR JUNE 21, 2009 LETTER TO DIAMOND RESORTS CONTINUE TO BE UNANSWERED. OUR LETTERS RETURNING MAIL HAVE NOT BEEN ANSWERED. WE DID RECEIVE A

RESPONSE TO ONE OF OUR LETTERS FROM JAYSHAWNA OF DIAN RESORTS ELLIS DATED JUNE 13, 2018. However she never responded TO MY RETURN LETTER TO HER DATED JUNE 20, 2018.

OUR TELEPHONE CALL TO WYNDHAM RESORTS OVATION PROGRAM yielded NOTHING, OUR TIME SHARE DID NOT QUALIFY FOR THE program. I WAS ON Hold WAITING FOR AN AGENT A LONG TIME.

OUR TELEPHONE CALL TO PHILIP W. RICHARDSON LEAVING A MESSAGE ON HIS RECORDING MACHINE REMAINS UNANSWERED BUT DID YIELD HIM SENDING TWO MORE "NOTICE OF INTENT TO LIEN LETTERS" MAILED TO OUR HOUSE. THE LETTERS ARE A "CANNED" LETTER AND PHILIP RICHARDSON DOES NOT KNOW ANY DETAILS ABOUT OUR TIME SHARE, APPARANTLY TOO BUSY TO GIVE A COURTESY CALL BACK TO DISCUSS. (LETTER ATTACHED)

WE HAVE NO INTENTIONS OF PAYING FOR SOMETHING THAT WE CAN NO LONGER USE. WE HAVE OFFERED TO GIVE THE TIMESHARE BACK BUT NO INTEREST FROM ANYONE. WE HAVE ACCEPTED OUR LOSS SEVERAL YEARS AGO. WE WILL NOT BE PAYING FOR ANY FEES AFTER OUR 2017 MAINTENANCE FEES. WE DID AGREE TO PAY FOR THE TITLE TRANSFER FEES.

WE WANT A RESOLUTION TO THE RETURN OF THE TIME SHARE. UNSURE OF OUR RIGHTS AT THIS TIME, WOULD WELCOME AN OPPORTUNITY IN THE COURT SYSTEM TO RESOLVE. OUR OFFER REMAINS. I WOULD BE EXTREMELY DISSAPOINTED IF ACTION BY WYNDHAM DAMAGED OUR CREDIT HISTORY WHICH HAS TAKEN A LIFETIME TO ESTABLISH AN EXCELLENT CREDIT HISTORY INCLUDING FAIRFIELD.

FOR 33 YEARS WE HAVE ENDURED AND CONTINUE TO ENDURE THE HIGH PRESSURES OF A QUESTIONABLE TIME SHARE

BUSINESS THAT CONTINUES TO PUSH AND PUSH. SURELY SOMEONE ADDRESSED ON THIS LETTER WILL HAVE SOME COMPASSION TO FIND A WAY TO TAKE BACK THE TIMESHARE. ON THIS END WE DO NOT HAVE THE FINANCIAL RESOURCES TO CONTINUE PAYING AND PAYING FOR SOMETHING WE CAN NOT PHYSICALLY USE. THIS IS NOT SOMETHING WE WOULD EVEN CONSIDER GIVING TO SOMEONE ELSE. ONE OF YOUR AGENTS TOLD ME THAT YOU ARE USING MY TIME SHARE WEEK TO RENT BY THE WEEK BRINGING IN REVENUE TO YOUR COMPANY. WE LOST SEVERAL BANKED WEEKS WITH RCI ALSO. YOU CONTINUE TO MAKE MONEY.

I AM REQUESTING A WRITTEN REPLY FROM EACH OF YOU ADDRESED ON THIS LETTER. I WOULD REALLY LIKE TO KNOW WHY YOU CANT DO IT. I DO NOT NEED YOUR CONTINUAL HARASSMENT WHICH CAUSES A LOT OF ANXIETY. I WILL KNOW NEXT MONTH ON DECEMBER 7, 2019 IF MY CANCER HAS SPREAD OR THE LUPRON SHOT IS CONTROLLING IT.

I AM ASKING TO LIVE THE REST OF MY LIFE WITH THE "BEST QUALITY OF LIFE POSSIBLE," WHY DO YOU CONTINUE TO EXPLOIT THE ELDERLY?

RESPECTFULLY WRITTEN,

Robert Gish

BOB AND MARY GISH
2139 CHESAPEAKE DRIVE
FT. COLLINS, CO 80524

CC: this memo to the North Carolina Attorney Generals Office
4001 MAIL SERVICE CENTER
RALEIGH, NC 27699-9001

ATTACHMENT TO GISH November 7, 2019 Letter

LIST of REASONS UNABLE TO CONTINUE OWNERSHIP

(A) HEALT ISSUES:

ROBERT F. GISH

1) Copy of my Right ANKLE FUSION X RAY
THERE ARE FOUR SCREWS AND TWO 3/4" STAPLES
THERE IS PAIN WITH EACH STEP.

2) Copy of my LEFT ANKLE FUSION X RAY
THERE ARE TWO FOUR INCH SCREWS IN THE HEEL
High Degree of disomfort WITH EACH Step

3) Copy of my RIGHT Hip Replacement

4) HEART LEFT Bundle BRANCH PROBLEM

5) CANCER - CURRENTLY DEALING WITH PRESTATE CANCER
TAKING LUPRON "LEUPROLIDE ACETATE" SHOTS
SEVERE Side effects ATTACHED

MARY H. GISH
ALSO HAS DETERIORATING HEALTH AS SHE NEARLY 80 years old.

(B) FEDERAL AND STATE TAX
OUR INDIVIDUAL TAX RETURNS FOR THE LAST SEVERAL YEARS HAVE "0" TAXABLE INCOME ON THE FEDERAL AND STATE RETURNS

(C) HOUSING.
We LIVE IN FAMILY OWNED PROPERTY

BOB AND MARY GISH
2139 CHESAPEAKE DRIVE
FT. COLLINS, CO 80524

UNITED STATES POSTAL SERVICE
1023
32399
U.S. POSTAGE PAID
FCM LG ENV
FORT COLLINS, CO
80521
MAR 10, 20
AMOUNT
$1.80
R2305K131390-10

OFFICE OF THE FLORIDA ATTORNEY GENERAL

ATTENTION: MR. JARIO MILLS
THE CAPITOL PL-01
OFFICE OF CITIZENS SERVICES
TALLAHASSEE, FL

32399-1050

OS/Follow up

March 18, 2020

TO: Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399

Diamond Resorts
ATTN: Shelby Knapp, Legal Assistant
10600 West Charleston Boulevard
Las Vegas, NV 89135

FROM: Cuyler & Erika Larson
405 Fairview Lake Way,
Simpsonville, SC 29680
cuylerlarson@att.net

RE: Consumer: Cuyler Larson
Diamond Resorts Account #: 77-472292237

To Whom It May Concern,

We have received Diamond Resorts' certified letter regarding our Florida Attorney General complaint, and I utterly resent the continuing lies Diamond is telling. I feel that my very character has been attacked by this letter. Erika and I have been in continual contact with Diamond Resorts representatives since 2018 regarding our concerns. These representatives have never even asked for documentation to support our claims, so how would you all know if our claims are true or false?

Also, have you looked online lately? If you take just one glance at any website, you can see from customer posts and complaints that Diamond clearly does not value its customers in the slightest.

If you would like to legitimately review our case, we are more than happy to provide documentation of our correspondence with Diamond representatives and how Erika has had to work two jobs just to pay for the outrageous fees Diamond Resorts has charged us. Denying that your employees have lied or committed wrongs does not clear your company's name of wrongdoing. Instead, it simply shows how no one in your company appears capable of telling the truth.

We are hopeful that Ms. Knapp's insulting letter does not mark the end of our case, as we are still awaiting any form of resolution that will not result in us losing our livelihood. We will await more correspondence and hopefully a more positive response. We would prefer, if possible, to speak by email so that hopefully we can speed up a resolution.

Thank you,
Mr. Cuyler Larson

Cuyler Larson
405 Fairview Lake Way
Simpsonville, SC 29680

RETURN RECEIPT
REQUESTED

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7019 2280 0002 2992 2188

UNITED STATES POSTAL SERVICE

1000 32399

U.S. POSTAGE PAID
FCM LETTER
SIMPSONVILLE, SC
29680
MAR 19, 20
AMOUNT
$6.95
R2305K132802-1

OFFICE OF THE ATTORNEY GENERAL
STATE OF FLORIDA
PL-01, THE CAPITOL
TALLAHASSEE, FL 32399

32399-659199

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

cs/ts

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

Person Making Complaint:	Complaint is Against:
STRATHDEE, MARY K Last Name, First Name, Middle Initial	Diamond Resorts International Name / Firm / Company
4158 TAMIAMI TRL E-2 Mailing Address	8415 South Park Circle Mailing Address
PORT CHARLOTTE City, County	Orlando, FL City, County
FLORIDA 33952 State, Zip Code	32819 State, Zip Code
603-312-8677 Home & Business Phone, Including Area Code	407-226-1000 Business Phone, Including Area Code
STRATHDEE@JUNO.COM Email Address	WWW.diamondsinternational.com 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: Time Share **Amount Paid: $** 1300 **Payment Method:** Cash

Transaction date: _____ **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:

N/A

(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

We have contracted with Client Protection Group to negotiate out of our timeshare which is, we believe, now owned by Diamond Inter national. When we purchased it was named Tiki Tiki Village in Winter Garden Florida.

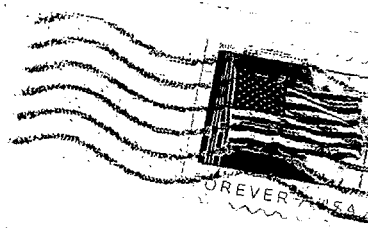
Diamont Intn has refused to negotiate with a 3rd party.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Mary K Strathdee Date: 3-30-20

Secretariat Way #108
Rochester, NH 03867

SANTA ANA CA 926
05 MAY 2020 PM 4 L



Office of AG Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL

Co/ts
Ba

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:	Complaint is Against:
Barker, Paul Last Name, First Name, Middle Initial	Diamond Resorts International Name / Firm / Company
1980 Cypress Wood Dr. Mailing Address	10600 W. Charleston Blvd Mailing Address
Baker, East Baton Rouge Parish City, County	Las Vegas, Clark City, County
LA, 70714 State, Zip Code	NV, 89135 State, Zip Code
(225) 301-8716 Home & Business Phone, Including Area Code	Business Phone, Including Area Code
Email Address	Business Email or Web Address

Are you over the age of 60? x **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 Points **Amount Paid: $** 26,025.00 **Payment Method:** cc/loan

Transaction date: 6/13/2018 **Did you sign a contract, estimate, invoices or other supporting documents?** x **Yes** ___ **No**

Have you retained an attorney? x **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)

Please explain your complaint. Attach additional sheets, if necessary.

Please see my statement which is attached.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Paul D. Barker Date: 4/26/20

In the spring of 1996, I, Paul Barker, and my late wife attended a three-and-a-half-hour presentation at the Club Navago Liki Tiki Resort in Orlando and purchased a deeded week timeshare. Over the years, we upgraded several times, and the management of the resort changed many times. Eventually our their three-bedroom unit was allocated as 7,500 points. Eventually, Diamond Resorts acquired the Club Navago property, which increased the number of resorts we could visit using Diamond points.

In early December 2016, we visited Branson, Missouri and were informed that we had to attend an owners' update, which was supposed to last an hour. At this update, we were talked into converting our deeded ownership to points and becoming full members of Diamond Resorts. According to the salesperson, being a full member of Diamond would give us priority over the deeded members for scheduling. We were told that the reason a full membership would provide better access was that the number of deeded owners was shrinking and soon they would only be able to schedule and exchange with other deeded owners. Further, we were told that we needed to make the conversion as quickly as possible because there was an expected jump in the price per point that coming January. Also, if we converted our children would not be forced to inherit the timeshare. Based on the information provided by the sales staff, we converted our ownership to points. To facilitate the down payment, we also signed up for a Diamond Rewards Credit Card. At the end of 2016, my wife of forty-two (42) years tragically passed away after a short illness.

In June of 2018, I took my daughter's family and in-laws on a trip back to the Liki Tiki in Orlando. When we arrived at the property, I was told that I needed to attend an owners' update meeting. On June 13, 2018, at 9:00 a.m., I went with my daughter to Mystic Dunes for the presentation. When we arrived, we met Mr. Ray Peters. Mr. Peters informed us that he was a Diamond owner himself and then provided some background information about himself, explaining that he had worked for Diamond Resorts in the past, but now is semi-retired and only works part-time to provide updates to Diamond owners. Mr. Peters reviewed my account and saw that I have been an owner since 1996. Mr. Peters asked about my experience with Diamond over the years, and I told him that I enjoyed vacationing with my family but did not like the high-pressure sales meetings. Mr. Peters disclosed that Diamond Resorts had been taken over by another larger company that specialized in the leisure industry and was determining what improvements needed to be made, and these improvements would begin soon. He said that because of these changes, now was the perfect time for me upgrade to VIP Silver status, and if I bought today, Diamond would give me temporary Gold status for a year, which would also offer me room upgrades.

Mr. Peters discussed the benefits of VIP Silver status and the improvements Diamond will be making to improve the membership experience, as well as several new properties I would be able to reserve with points. Mr. Peters told me that if I became a Silver level member that I would have greater booking priority which would make it easier for me to get reservations, and I would also be able to use points to obtain airline tickets, which would reduce my out-of-pocket costs for vacations. These changes would make the value of the points go up.

Mr. Peters then exclaimed that he had discovered that I had not signed all the proper paperwork during my last upgrade and that he could offer me points at the old price, which significantly less than the current market price, but he had to check with management to make sure he could extend the offer. Mr. Peters claimed that this lower price was massive benefit because the price of points would be going up because of the new ownership. Mr. Peters then left for nearly forty-five (45) minutes and when he returned, he told me that management would honor reduced price of $4.50 per point as opposed to the current price of $9.00 per point. However, this was a one-time offer that was only good that day and this would be my only opportunity to get

the deal. Based on the information Mr. Peters conveyed, I thought this offer sounded like a good deal, and since I had the money to pay for it at the time, I agreed. My understanding of the purchase was that it would like me into Silver level membership and give me temporary Gold level membership for a year. I was also under the impression that I was receiving a significant discount on the price per point that I was paying. This low price per point was one of the primary reasons that I agreed to purchase that day, which is the reason that I noted it on the "Tell us more about you" form, which is attached as Exhibit "1".

I bought points over the phone from Diamond several times following this meeting and on each occasion the salesperson misrepresented material information to me in order to induce me to purchase. During this process and following my purchases, I discovered that Mr. Peters had made several misrepresentations to me that I relied upon when making my purchase. First, Mr. Peters told me I would get booking priority as a Silver member, but Diamond's booking policy in on a first come first serve basis so my Silver level membership did not provide booking priority. Second, Mr. Peters advised me that I could get airline tickets using points which would save me money. While I was able to get airline tickets with points, the cost of the airline tickets was more expensive than if I got them from a travel website. Third, Mr. Peters claimed that the value of the points would go up. The amount Diamond charges for points may go up, but points do not increase in value for members. In fact, if you want to get rid of points through Diamond's "Transitions" program which is the only way you can get rid of points that is approved by Diamond you have to pay them to take them back. Lastly, Mr. Peters stressed that I was getting a deal on points at what was apparently a huge discount, this was not true as points were not selling for $9.00 per point. I relied on this information when I purchased and would not have purchased these points had Mr. Peters provided me with accurate information.

Exhibit “1”

Tell us more about you

In our efforts to meet and exceed your needs, please tell us how you intend to use your membership.

Please share two vacation destinations you would like to visit in the next three years:

1. Alaska Cruise + Train
2. Hawaii

What would you say are the top reasons and/or benefits you gained with today's purchase?

1. Reduced price of points
2.
3.

Are you currently staying at one of our resorts? ☒ Yes ○ No

Are you planning to stay at one of our resorts in the next two weeks? ○ Yes ○ No

What is the best number where you can be reached?

X Paul D. Barber
MEMBER SIGNATURE

MEMBER SIGNATURE

PRINTED NAME

PRINTED NAME

Enid Alicea
PRINTED QAR NAME

17959999
CONTRACT NUMBER

3579/0118

DIAMOND. Resorts

Contract

Diamond Resorts Purchase Proposal IoR-Liki Tiki

Sales Center Location: ~~MDR—Mystic Dunes Resort~~ Purchase Date: 6/13/2018

☑Full Down ☐Pender ☐Deferred Pender

Name: Paul G Barker SS# [redacted] ☒M ☐F

Name: SS# ☐M ☐F

Name: SS# ☐M ☐F

Name: SS# ☐M ☐F

YOUR INFORMATION:

HOME ADDRESS: 1908 Cypress Wood Drive (Street)

Baker (City (U.K Town)) Louisiana (State (UK Country)) 70714 (Zip Code (UK Postal Code))

USA (Country)

MAILING ADDRESS: SAME (Street)

City (U.K Town) State (UK Country) Zip Code (UK Postal Code)

Country E-Mail: nuclearpaul@att.net

Home Telephone Business Telephone Extension Cell Phone: 225-301-8716

Date of Birth: 09/03/51

MEMBERSHIP & PROPERTY INFORMATION:

Points Allocation	Collection Membership Type	Points First Issued	Est. Maint. Fee & Club Fees
7,500	US Collection	2018	$1,273.00

PURCHASE PRICE AND FINANCING

1. Purchase Price		$ 26,025.00	1
2. Additional Equity		$ 0.00	2
3. Adjusted Purchase Price		$ 26,025.00	3
4. Down Payment	20% % down TIMES line 3)	$ 5,205.00	4
5. Closing Costs	Financed ☑Yes ☐No	$ 750.00	5
6. Special Fees		$ 0.00	6
7. Credits Received Today		$ 0.00	7
8. Total Funds Received Today	Existing Barclay MC # [redacted]	$ 5,205.00	8
9. Pickup Amount	Due Date:	$ 0.00	9
10. New Purchase Loan Amount	(line 3 MINUS line 7 MINUS line 8 MINUS line 9)	$ 20,820.00	10
11. Existing Loan Amount (if wrap)	Contract #(s):	$ 0.00	11
12. TOTAL FINANCED AMOUNT	(line 9 PLUS line 10 PLUS line 5 if financed)	$ 21,570.00	12

Payment Received by: EF

Monthly Payment Method (check one) ☑ ACH (Check) ☐ Statement ☐ Credit Card

Term	Interest Rate	Monthly P&I Pmt	Monthly Collection Fee	Total Monthly Payment
120	11.99%	$309.34	$6.00	$315.34

Approximate First Pmt Date: 7/28/2018

For Conversions only: *(use 2nd page if more than one week is being converted)*

Contract # Resort Unit Week OEB Points

SPECIAL INSTRUCTIONS: EXCHANGE COMPANY: NUMBER

DDH 7500 Bonus Points

DIAMOND Full Silver Loyalty Benefits

DIAMOND Temporary Gold Loyalty Benefits

Tablet #

AZP33A104SD2175500242

Please roll over 7,500 pts from 2018 to 2019

authorize user

By my/our signature(s) below: I/we hereby authorize Diamond Resorts Corporation and its affiliates to make whatever inquiries about me/us are deemed necessary or appropriate for purposes of evaluating my/our credit application(s), including contacting my/our employer(s), credit bureau(s), etc. I/we hereby further authorize Diamond Resorts Corporation to share such information, including the information on this application, with its affiliates or anyone else for purposes of debt servicing, future credit approval, and offering Diamond Resorts International® products and services, as well as with the homeowners associations for Diamond Resorts International® resorts in order to enable them to process assessments and for various other purposes. Any inquiry about this statement may be addressed in writing to Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Blvd., Las Vegas, NV 89135.

Purchaser Approval: Paul G. Barker Purchaser Approval:

Purchaser Approval: Purchaser Approval:

Sales Representative: Ray Peters QAO: Enid Alicea Manager: Natalie Warah

Segment 1: Club Segment 2: Sampler Agent-Mainline TO: Natalie Warah

Segment 3: Owner Referral Lead #/Last Name:

Lead ID #: 61-4144131 FICO Tier: 1

Tour ID #: 105607552 Contract #: 17959999

Contract Type *(check only 1)*: ☐New ☑Add-On ☐Wrap ☐Conversion Plus ☐Conversion

Printer #: esign-pdf Site Processor: EF FS Processor A. Davis FS QA:

☐Webtracked ☐ Omtools Saved ☐ Credit Saved

DIAMOND RESORTS INTERNATIONAL Stay Vacationed.

Edwin Fernandez
(407) 226 1000 ext 63116
edwin.fernandez@diamondresorts.com
efernandez@diamondresorts.com

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is between PAUL G BARKER ("**You**") and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond**"). Diamond's address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135 and telephone number is 1-877-787-0906. Refer to the Third Amended and Restated Declaration for Diamond Resorts U.S. Collection ("**Declaration**") for the meaning of capitalized terms.

Diamond agrees to sell and You agree to purchase a timeshare interest or "**Membership**" in the Diamond Resorts U.S. Collection ("**Collection**"). Your Membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), includes the following Points

Points: 7500 **Initial Use Year:** 2018

HERE ARE THE BASIC PURCHASE TERMS AND AN ITEMIZATION OF THE AMOUNT FINANCED

1.	Purchase Price of Membership: ("**Purchase Price**")		$26,025.00
2.	Initial Cash Deposit:	$5,205.00	
3.	Less *trade in value* of any Timeshare Interest conveyed to Diamond as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	$0.00	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade in value: (line a minus line b)	$0.00	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before: _____	$0.00	
	b. On or before: _____	$0.00	
	0	$0.00	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		$5,205.00
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		$20,820.00
8.	Financed Closing Costs payable to_____		$750.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): ("**Unpaid Balance**")		$21,570.00
10.	Current Outstanding Principal Balance plus Accrued but Unpaid Interest Due on Existing Timeshare Interest:		$0.00
11.	Total Amount Financed or Due in Cash at Closing (line 9 plus line 10): ("**Unpaid Balance**")		$21,570.00

Closing Costs

A.	Closing Costs to Diamond	$40.00
B.	Closing Costs to You	$750.00
C.	Total Estimated Closing Costs	$790.00

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): You will be billed for Assessments separately by the Association	1,273.00

You agree to pay the Unpaid Balance in U.S. currency by the following method

☒ Financing by Diamond ☐ Credit Card Type _____ Number _____ Expiration Date _____

You must pay all charges related to receiving financing. These charges are described in the Truth-in-Lending Disclosure Statement.

Monthly Payment Method:

☐ Statement ☐ SurePay (Credit or Debit Card) ☒ SurePay (Checking or Savings Account)

Enrollment in The Club Exchange Program:

I elect ☒ to join ☐ to not join The Club exchange program. See Section 4 below for additional details

YOUR PROMISES AND ACKNOWLEDGMENTS

You make the following promises and acknowledgments by signing this Agreement:

1. You received the Collection Instruments and state timeshare disclosure documents and attached exhibits, which are all considered part of this Agreement. You will be bound by, and comply with, the terms of these documents.
2. You received a completed Truth-in-Lending Disclosure Statement before signing this Agreement.
3. All information You submit to Diamond to receive Financing is accurate.
4. You are purchasing the Membership for your personal use and enjoyment. You are not purchasing the Membership as a financial investment or for financial returns of any kind, including through resale, refinancing, tax advantages, or appreciation or depreciation. Diamond has not made any promises about such benefits.
5. Neither You nor your relatives own more than 10 Memberships in the Collection.
6. You may not use the Collection Accommodations for any commercial purpose, including commercial rental activities. Commercial rental activities include using the Internet or other media to advertise rental opportunities.
7. The persons signing this Agreement are legally capable and authorized to do so.

TERMS AND CONDITIONS

1. Timeshare Program. Points are the currency of use in the Collection. Points are allotted annually and allow You to reserve Use Periods in available Collection Accommodations. Your Membership is a perpetual"right-to-use" timeshare interest and does not expire. You will not receive a deed to real property. To use your Points You must make reservations according to the Rules and Regulations, which along with the other Collection Instruments, Diamond has the right to modify. Reservations are granted on a "first-come, first-served," space-available basis. You will not have the guaranteed right to reserve or use any particular Use Period or Collection Accommodation.

2. Maintenance Fees. You must pay Assessments (also known as "Maintenance Fees") annually to the Association for as long as you own your Membership. The amount of the Maintenance Fees will increase annually to maintain the quality of the Collection's resorts. These annual increases are subject to the limits described in the Collection Instruments. If You do not timely pay all Maintenance Fees and any other amounts owed or if You are otherwise in default under the terms of this Agreement, You may be prohibited from making a reservation, using a Collection Accommodation, or exercising any other rights of Membership. Continued failure to pay Maintenance Fees will also result in the loss of your Membership. You must pay Maintenance Fees even if You do not use the Collection Accommodations. Your obligation to pay Maintenance Fees includes the obligation to pay any Special Assessment levied by the Association pursuant to the governing documents. Any applicable state and real estate taxes are included in your annual Maintenance Fees.

3. Transfers and Resale of Membership. You must receive approval from the Association and pay a transfer fee before you sell or transfer your Membership. The Association may deny a transfer of your Membership to another if the buyer is a known or suspected fraudulent Person or is delinquent in the payment of any fees to Diamond or the Association. A transfer fee will apply for approved transfers. Diamond does not currently offer a resale, buyback or rental program. No transfer fee will apply if your Membership passes to an heir or beneficiary upon your death. Diamond does not currently offer a resale, buyback or rental program and does not assist with third party transfers.

4. Exchange Companies. You may voluntarily elect to enroll in The Club exchange program, at which time You are required to pay The Club fees. The Club is operated by Diamond Resorts International Club, Inc. ("DRIC"). Dues for The Club may be collected together with your Maintenance Fees. DRIC must consent to any transfer of membership in The Club. Transfer of your Collection Membership does not transfer your membership in The Club without the written consent of DRIC. The Club is currently affiliated with Interval International, Inc. ("Interval") and as a member of The Club You currently have access to Interval's exchange services. Exchanges through Interval are subject to Interval's conditions and fees. Diamond does not control or make any representations about Interval, or any other exchange programs, including current or future exchange services and the cost, or availability of any

exchange program. If You elect not to join The Club, You will not have access to the additional resorts that are or may become affiliated with The Club and with Interval, and will be limited to use of only the component sites included in the Collection.

5. Financing of Purchase Price. Subject to Diamond's approval in Diamond's sole discretion, You may pay for your Membership through credit from Diamond ("Financing"). You must sign and deliver an installment Promissory Note (the "Note") payable to Diamond for the Unpaid Balance. If requesting Financing, You authorize Diamond to check your credit, including through a consumer reporting agency. You may be prohibited from making a reservation or using a Collection Accommodation, or exercising any Membership rights You would otherwise have, unless You timely pay all amounts due under the Note. If You already own a timeshare interest (the "Existing Timeshare Interest") that You acquired from Diamond or an affiliate of Diamond (collectively, "Diamond Resorts"), and Diamond Resorts financed part of the purchase price of the Existing Timeshare Interest, then Diamond may (but does not have to) cause Diamond Resorts to cancel the promissory note made by You to the order of Diamond Resorts when You purchased the Existing Timeshare Interest. If this occurs, then the outstanding principal balance of that promissory note, together with any accrued but unpaid interest that is due on that promissory note, will be added to the original principal amount of the Note, subject to all of the terms of this Section. In addition, if Diamond so requests, You agree to sign and deliver to Diamond, on the date of this Agreement, a declaration of annexation or other similar type of document, by which the Existing Timeshare Interest is subjected to the Declaration (the "Diamond Resorts Annexation Instrument"). Diamond may record this Diamond Resorts Annexation Instrument upon Closing. If your purchase of a Membership does not close for any reason, the Diamond Resorts Annexation Instrument will be returned to You. Whether or not your purchase closes, You will remain responsible for all costs, expenses, and other obligations related to the Existing Timeshare Interest.

6. Third-Party Timeshare. If You relinquish a timeshare interest in another timeshare resort ("Third-Party Timeshare") as partial payment for your Membership, You agree to sign and deliver a deed or other instrument acceptable to Diamond, conveying all of your interest in the Third-Party Timeshare to Diamond or a party designated by Diamond, free and clear of any debt not expressly approved by Diamond ("Deed-transfer"). Diamond may record the Deed-transfer at Closing (described in Section 18 below). Until Closing occurs, You are responsible for all obligations related to the Third-Party Timeshare, including paying assessments and fees ("Third-Party Timeshare Obligations"). If the Closing does not happen, the Deed-transfer will be cancelled and returned to You, and You will remain responsible for the Third-Party Timeshare Obligations.

7. Escrow. All payments made to Diamond before Closing will be held in escrow in a non-interest bearing account by First American Title Insurance Company ("Escrow Agent") according to a Master Escrow Agreement. You expressly waive any right to earn interest on the escrow account. Escrow Agent's address is 400 S. Rampart Boulevard, Suite 290, Las Vegas, Nevada 89145. Escrow Agent will hold all funds until Closing or this Agreement is cancelled.

8. Closing. "Closing" is the date when all of the following have occurred: (i) any cancellation period has expired and You have not exercised your right to cancel in writing; (ii) You and Diamond have signed all documents needed to transfer the Membership to You; and (iii) Diamond has received from You either (a) a signed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds. You agree to execute any other documents Diamond deems necessary and to otherwise cooperate to effectuate the Closing and fulfill the purposes of this Agreement, the Note, and the Deed-Transfer (as applicable). Upon Closing, the Association will place your name in the Register of Members and give You a Points Certificate. If Closing has not happened within one year after this Agreement is signed or You have exercised your right to cancel this Agreement, Diamond will order Escrow Agent to refund any funds held on your behalf, without interest, to You within 20 days. Cancellation terminates this Agreement in its entirety.

9. Security Interests. You grant to Diamond a security interest and lien on all of your interest and rights in the Membership (the "Security Interest"). This Security Interest is granted to secure your performance under the Note, this Agreement, and the Collection Instruments. You irrevocably authorize Diamond, as a secured party, to file any financing statement, continuations, or amendments necessary or desirable to perfect, preserve, and protect the Security Interest.

10. Jointly and Severally Liable. If two or more individuals purchase a Membership together, then ownership is as joint tenants with rights of survivorship, and not as tenants-in-common. Everyone who purchases a Membership must keep all of the obligations made in this Agreement. Diamond can enforce its rights against each purchaser separately.

11. Diamond's Obligations. You agree that immediately after Closing, Diamond will have no obligations or liabilities under this Agreement. After Closing, You must look to the Association and the Manager to fulfill or maintain your rights as a Member of the Collection.

12. Indemnity. You agree to indemnify and hold Diamond harmless from and against all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) connected to You defaulting in any of the obligations of this Agreement, the Note, or the Collection Instruments.

13. NO WARRANTIES. DIAMOND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DIAMOND EXPRESSLY DISCLAIMS, AND YOU IRREVOCABLY WAIVE, EACH OF THE FOREGOING WARRANTIES.

14. Default by You.

14.1 Event of Default. You are in default if any of these things happen:

(i) You do not pay Diamond any amounts due under this Agreement, the Note or the Collection Instruments and You do not cure this failure within 10 days after You receive written notice of nonpayment.

(ii) You do not fulfill any other obligation in the Note, this Agreement or any of the Collection Instruments and You do not cure this failure within 30 days after You receive written notice about your failure; or

(iii) any information You have provided in the Note, this Agreement or any written statement given to Diamond or the Association is false or misleading.

14.2 Your Default before Closing. If You default prior to Closing and do not cure such default on or before Closing, Diamond can immediately terminate this Agreement and all of your rights in this Agreement. After termination, Diamond will keep (or cause Escrow Agent to give to Diamond) all money You paid under this Agreement as liquidated damages and not as a penalty.

14.3 Your Default after Closing. If You default after Closing and do not cure the default within the applicable time period, Diamond (or its successor or assign) may

(i) give you written notice that your Membership will be terminated and then terminate your Membership; (including any existing reservations) within 60 days of the date of the notice and keep all amounts paid as liquidated damages and not as a penalty;

(ii) declare all amounts due under the Note and this Agreement immediately due and payable;

(iii) enforce the Security Interest against your Membership according to Article 9 of the UCC and applicable law; and

(iv) pursue any other remedy available. Diamond may pursue any or all of these remedies; the exercise of one right or remedy does not exclude any other rights or remedies available.

15. Default by Diamond. If Diamond does not comply with the material provisions of this Agreement, then Diamond's only obligation is to refund or cause Escrow Agent to refund to You all payments previously made under this Agreement, without interest. After such refund is made, this Agreement is automatically cancelled , and all rights and obligations in this Agreement immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO YOU, AT LAW OR IN EQUITY.**

16. **ARBITRATION PROVISION ("Provision").**

16.1 Arbitration of Claims. Any Claim (defined in Section 16.2 below) between You and Diamond, whether preexisting, present or future, arising from or relating to this Agreement or the Collection shall, at the election of either party, be arbitrated on an individual basis before JAMS (www.jamsadr.com, 1-800-352-5267) pursuant to its Streamlined Rules. If JAMS cannot serve and the parties cannot agree on a substitute, the American Arbitration Association ("AAA," www.adr.org) shall serve as the arbitration body for the Claim. If the AAA cannot serve, a court with jurisdiction shall select the arbitration body or arbitrator. The Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq., shall govern the interpretation and enforcement of this Provision. A single neutral arbitrator shall be appointed. The arbitrator shall follow applicable substantive law consistent with the FAA, apply applicable statutes of limitations, honor valid claims of privilege, and issue a written reasoned decision which will be final and binding except for any review under the FAA. The arbitrator may award all remedies that would apply in an individual court action (subject to constitutional limits that would apply in court). Any in-person hearing will be held in the county where this Agreement was signed, unless otherwise agreed. If You initiate an individual arbitration, Diamond will pay all administrative and arbitrator fees exceeding $250. Solely for purposes of this Provision, "**Diamond**" also means Diamond's parent companies, subsidiaries and affiliates; the officers and directors of Diamond and its parent companies, subsidiaries and affiliates; and any other person or entity named as a defendant or respondent in a Claim by You against Diamond. "You" also means your heirs, successors and assigns.

16.2 Claims. "Claim" shall be broadly construed and includes, without limitation, disputes concerning: purchase, financing, ownership or occupancy; breach, termination, cancellation or default; condition of any Collection Accommodation; The Club or other exchange programs; reservations, points or rewards programs; applications and personal information; marketing or sales solicitations, representations, advertisements, promotions or disclosures; and collection of delinquent amounts and the manner of collection. "Claim" also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, Uniform Commercial Code, regulation, ordinance, common law and equity. "Claim" does not include: (i) disputes about the validity, enforceability, coverage or scope of this Provision or any part thereof, which are for a court to decide, provided that disputes about the validity or enforceability of this Agreement as a whole are for the arbitrator to decide; (ii) any individual action by You in small claims or an equivalent court, unless that action is transferred, removed or appealed to a different court; or (iii) Diamond's use of judicial or non-judicial relief to enforce a security agreement, relating to the Membership. The institution and maintenance of any such action shall not waive any party's right to compel arbitration of any other Claim subject to arbitration, including, without limitation, the filing of a counterclaim in a suit brought by Diamond. In any such action commenced by Diamond,

You may assert any cognizable defense permitted by applicable law which does not seek any form of affirmative relief from Diamond, including, without limitation, damages.

16.3 Class Action Waiver. **If a Claim is arbitrated, neither You nor Diamond will have the right to (i) participate in a class action in court or in arbitration, either as a class representative or class member, (ii) act as a private attorney general in court or in arbitration, or (iii) join or consolidate Claim(s) with claims of any other person or entity. The arbitrator shall have no authority to conduct any class, private attorney general or multiple-party proceeding or to issue any relief that applies to any person or entity except You and Diamond individually.**

16.4 Application of the Provision. An arbitration award may be enforced in any court with jurisdiction. This Provision shall survive the breach, cancellation, termination or rescission of this Agreement, and any bankruptcy to the extent permitted by law. This Provision governs if it conflicts with the Agreement or the arbitration rules. If any part of this Provision is declared unenforceable, the remainder shall be enforceable, except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between You and Diamond, without impairing the right to appeal such decision, this entire Provision (except for this sentence) shall be null and void in such proceeding; and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in Section 16.3 prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

16.5 Right to Reject Arbitration Provision. You may reject this Provision by sending Diamond a written notice which gives your name and Agreement number with a statement that You reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to 10600 West Charleston Blvd., Las Vegas, Nevada 89135, Attn: Arbitration Rejection Notice. A rejection notice must be signed by You and received by Diamond within thirty (30) days after You sign this Agreement. Rejection of arbitration will not affect any other term of this Agreement.

16.6 Your Acknowledgement. **You have read, understand and voluntarily agree to this Arbitration Provision and acknowledge that if a Claim is arbitrated, You will have no right to have a court or jury trial or participate in a class action.**

17. Additional Important Information.

No Other Agreements	This Agreement is the only agreement that governs the purchase of your Membership, and supersedes and replaces all prior negotiations, agreements, and understandings, both oral and written. No amendment to or modification of this Agreement is valid without the written approval of Diamond's legal counsel.
Notices	You must give all notices in writing. Notices to You may be made either in person, by telephone, electronic mail, or writing. Written notices may be delivered, emailed or mailed, to each party at its address shown in this Agreement, or other address provided. A written notice is considered given and received when delivered, or emailed, or 3 business days after it is deposited into the mail, properly addressed. If multiple individuals own this Membership, notice to one of You is considered notice to all of You. If You are a corporation or entity, notice to You may be made to any corporate officer or general partner.
Governing Law; Waiver of Jury Trial	This Agreement is governed by Nevada law without regard to Nevada's choice of law rules. You must bring any legal action in an appropriate court of competent jurisdiction. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY FOR A LEGAL ACTION ARISING UNDER THIS AGREEMENT.**
Assignment	Your Membership cannot be sold, assigned, transferred, conveyed, or encumbered except as this Agreement allows. You cannot assign your rights under this Agreement and Note without Diamond's written consent, which Diamond may withhold. Diamond may assign its rights under this Agreement.
Severability	The terms of this Agreement are severable. The invalidity of any term of this Agreement does not affect any other term of this Agreement.
Credit Reporting	We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
Miscellaneous	This Agreement is effective as of the date You sign and any cancellation period begins on the date you sign. This Agreement may be signed in counterparts. No provision is waived by failure of a party to enforce it. You give Diamond the right to correct any clerical or other non-material errors in this Agreement or related documents. The captions in this Agreement are for informational purposes only. You are advised to read each and every paragraph carefully and not just the captions.

18. Electronic Transactions.

18.1 Electronic Signatures and Copies. This Agreement, together with all related documents and instruments to be signed You and Diamond, may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. As between You and Diamond, any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.

18.2 Transferable Record. If Diamond is providing Financing to You and You sign an electronically created Note (the "eNote") using an electronic signature, You agree that the eNote will be a "transferable record" under the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

18.3 Provenance. Diamond shall upload all applicable electronically executed documents or instruments, including without limitation this Agreement and any eNote, to Diamond's electronic vault hosted by eOriginal, Inc. or a similar vendor (the "Original Vault"). If any document or instrument is manually executed, Diamond may, in its discretion, convert the tangible record of the document or instrument into electronic form and cause the electronic version to be uploaded to the Original Vault. Collectively, any document or instrument uploaded to the Original Vault shall be referred to as a "Vaulted Document." For purposes of establishing security interests or rights in, or title to, any Vaulted Document, You and Diamond agree as follows

(a) no original, tangible, or manually executed Vaulted Document will be the authoritative copy, original, or transferable record of the Vaulted Document;

(b) except as expressly provided in subsection (e) below, possession of a tangible, manually executed original, transferable record or copy of the Vaulted Document will not perfect or prove any security interest, or establish title to or any other right;

(c) the sole authoritative copy and transferable record of any Vaulted Document will be the one uploaded into the Original Vault (the "Authoritative Copy");

(d) at Diamond's or its successor's discretion, the Authoritative Copy of any Vaulted Document may be printed and marked or designated by Diamond or such successor as the tangible Authoritative Copy of the Vaulted Document; and

(e) no person or entity (including, without limitation, any lender, subsequent assignee or purchaser, custodian or trustee of any Vaulted Document) will have rights in, title to or a security interest in such Vaulted Document, unless such person or entity can demonstrate that it has possession or control of the Authoritative Copy of the Vaulted Document (whether in tangible or electronic form) whose provenance can be established to the initial authoritative copy first uploaded to the Original Vault.

18.4 Rights to Vaulted Documents. Any person who asserts or attempts to gain title to or a security interest or rights in, any Vaulted Document by any procedure except as provided above, including by possession of a tangible, manually executed original or copy or an electronic, non-authoritative copy of such Vaulted Document, violates the rights of Diamond and any subsequent assignee.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

(Section 19, the Truth in Lending Disclosure (if financed) and Signature Page Follows.)

19. STATE SPECIFIC PROVISIONS:

19.1 Refund Upon Cancellation. In the event that You cancel this Agreement during a 10-day Cancellation Period, Diamond will refund or cause Escrow Agent to refund (whichever is applicable) to You the total amount of any and all payments made by You under this Agreement and such refund shall be made by Diamond or Escrow Agent within twenty (20) calendar days after Diamond's actual receipt of your written notice of cancellation, or within five (5) calendar days after Diamond's or Escrow Agent's receipt of funds from your cleared check, whichever is later

19.2 Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

19.3 Public Offering Statement. **Diamond is required to provide the managing entity of the multisite timeshare plan with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the managing entity for inspection as part of the books and records of the plan.**

19.4 Rescission Rights. **You may cancel this contract without any penalty or obligation within 10 calendar days after the date you sign this contract or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this contract, you must notify[1] the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services at 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

This Agreement is made and entered into this 13th day of June, 2018.

PURCHASER:
DocuSigned by:
Paul D. Barker
E6DE7B48F8CB4F1...

Signature: Paul G Barker

Street Address: 1908 Cypress Wood Drive
City, State, Zip Code: Baker, Louisiana 70714
Home Telephone Number: 225-301-8716
Business Telephone Number:
E-Mail Address: nuclearpaul@att.net

Signature:

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address:

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

Signature:

SELLER:
Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager
By: DocuSigned by:
Vanessa Ortega
Authorized Representative

6/13/2018 | 8:09 AM PDT
Vanessa Ortega
Date

Sales Agent: Raymond - 39828 Peters

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Name: Paul G Barker — Loan Number: 27911663

Name:

Name:

Name: — Home Telephone: 225-301-8716

Address: 1908 Cypress Wood Drive, Baker, Louisiana 70714 — Business Telephone:

CREDITOR: Diamond Resorts U.S. Collection Development, LLC,
c/o Diamond Resorts Financial Services, Inc.
10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $5,205.00
12.4688 %	$16,270.80	$21,570.00	$37,840.80	$43,045.80

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+	Collection Fee =	Total Payment	
120	$309.34	+	$6.00 =	$315.34	July 28th, 2018 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: [x] **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). Your participation in the SurePay plan will also terminate upon ten (10) days written notice from us. In such event, your interest rate will increase by Two percent (2%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from $315.34 to $340.78.

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

DocuSigned by:
Paul G. Barker
E60E7849F8CB4F1...

Signature Paul G Barker — Signature

Signature — Signature

June 13th, 2018
Date

17959999-Promissory Note Multisite Collection

June 13th, 2018

Note No.: 27911663

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **PAUL G BARKER** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is 1908 Cypress Wood Drive Baker, Louisiana 70714, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Twenty-One Thousand Five Hundred Seventy and 00/100 ($21,570.00)**, together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Eleven and 99/100 (11.99%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act. Maker shall pay Holder in 120 equal monthly installments of **Three Hundred Nine and 34/100** Dollars **($309.34) each, with the first such installment being due and payable on** _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by Two percent (2%) per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal balance at the beginning of the month, times the Annual Rate, times a fraction equal to the number of days from

the immediately preceding Payment Date through the date of prepayment divided by the number of days in the year. Holder will not charge any collection fee for the month of prepayment and Holder will not charge any collection fees and monthly finance charges attributable to months following any prepayment in full.

This Promissory Note is given in partial payment for a membership in the Diamond Resorts U.S. Collection (the "**Membership**"). Payment of principal, finance charges and other charges hereunder is secured by a security interest established under the Purchase and Security Agreement (the "**Agreement**") of even date herewith by and between Diamond Resorts, as seller, and Maker, as purchaser. The terms and provisions of the Agreement are hereby fully incorporated herein by this reference.

If all or any part of the Membership or an interest therein is sold or otherwise transferred by Maker (whether such interest is legal or equitable, present or future, vested or contingent) without Holder's prior written consent (which consent may be withheld for any reason whatsoever), excluding (i) the creation of a lien or encumbrance subordinate to the Agreement; (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iii) the grant of any leasehold interest of one (1) week or less not containing an option to purchase the Membership, then Holder may, at Holder's option, except to the extent prohibited by law, declare all of the amounts secured by the Agreement to be immediately due and payable.

Upon the failure of Maker to make any payment required under this Promissory Note in accordance with the terms hereof or Maker's breach of any of the other covenants or agreements contained herein or in the Agreement, then and in such event, Holder, at Holder's option, subject to any right of reinstatement to which Maker is entitled under applicable law, may (i) declare, without further demand, all of the amounts owed hereunder to be immediately due and payable; and (ii) pursue all rights and remedies available to Holder under this Promissory Note and the Agreement by appropriate proceedings. To the extent permitted by law, Holder shall be entitled to collect in such proceedings all expenses of enforcement, including but not limited to reasonable attorneys' fees, publication costs, costs of judgment and other searches, and court costs. Failure of Holder to exercise its available rights and remedies hereunder or as provided by law with respect to any default by Maker shall not be deemed to constitute a waiver of such rights or remedies with respect to any subsequent default, whether the same or different in nature.

In the event that any amount due under this Promissory Note is paid more than ten (10) days after the date upon which such amount is due, then Holder shall be entitled to collect a late charge from Maker in an amount equal to the lesser of (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment, provided that such amount does not exceed the maximum late charge permitted to be charged under the laws of the State of Nevada. To the extent permitted by law, Maker shall further be liable to Holder for any out-of-pocket costs incurred by Holder in the event that a check issued by Maker is dishonored for any reason.

During any time in which Maker is in default under this Promissory Note, finance charges may, at Holder's option, accrue on the actual outstanding balance on a simple interest basis at a default rate equal to the maximum lawful rate permitted to be charged by Holder under the laws of the State of Nevada. In the event that there is no such maximum lawful rate, then finance charges shall accrue on the actual outstanding balance on a simple interest basis during such period at a default rate of twenty-five percent (25%) per annum.

In the event that counsel is employed to collect all or any part of the indebtedness evidenced hereby, whether at maturity or following acceleration, to the extent permitted by law Maker agrees to pay Holder's reasonable attorneys' fees, whether suit be brought or not (including any fees associated with appeals or bankruptcy proceedings), and all other costs and expenses reasonably incurred in connection with Holder's collection efforts.

Maker and any endorser, guarantor, or surety, jointly and severally, hereby waive presentment, protest, demand, notice of protest, and dishonor of this Promissory Note, and expressly agree that this Promissory Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker or any endorser, guarantor, or surety hereof. To the extent not prohibited by applicable law, Maker also waives any rights to any stay of execution and the benefit of all homestead and/or other exemption laws now or hereafter in effect.

This Promissory Note shall be the joint and several obligation of each person signing below and shall apply to and bind each of them and each of their respective heirs, successors, personal representatives, and assigns.

The validity, construction, and enforceability of, and the rights and obligations of Maker and Holder under, this Promissory Note shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

In the event that any one or more of the provisions of this Promissory Note shall for any reason be held to be invalid or unenforceable, in whole or in part or in any respect, then such provision or provisions only shall be disregarded as though not contained herein and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

It is the intent of Holder to comply fully with all interest and usury laws of the State of Nevada, as currently enacted or hereafter in effect. Notwithstanding any provision hereof to the contrary, in no event shall this Promissory Note require the payment or permit the collection of interest in excess of the maximum amount of interest permitted under the laws of the State of Nevada. In the event that the amount of interest contracted for, charged, or received under this Promissory Note exceeds the maximum amount of interest permitted under the laws of the State of Nevada, then the provisions of this paragraph shall govern and control, and neither

Maker nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it exceeds the maximum amount of interest permitted under the laws of the State of Nevada. Any such excess interest which may have been collected by Holder shall, at the option of Holder, either be applied as a credit against the unpaid principal balance hereof or be refunded to Maker, and the effective rate of interest shall be reduced to the maximum rate of interest permitted to be charged under the laws of the State of Nevada.

Except for any notice required under applicable law to be given in another manner, any notice that either party desires or is required to give the other party under this Promissory Note shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) three (3) business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) one (1) business day after being sent via overnight courier service such as Federal Express, addressed to the applicable party at the address therefor stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this paragraph. If Maker consists of more than one (1) person, then notice to any of them shall be deemed to constitute notice to all of them.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAKER:

DocuSigned by:
Paul D. Barker
E8DE7B48F8CB4F1...

Paul G Barker	
Printed Name	Printed Name
Printed Name	Printed Name

Tell us more about you

In our efforts to meet and exceed your needs, please tell us how you intend to use your membership.

Please share two vacation destinations you would like to visit in the next three years:

1. Alaska Cruise + Train
2. Hawaii

What would you say are the top reasons and/or benefits you gained with today's purchase?

1. Reduced price of points
2.
3.

Are you currently staying at one of our resorts? ☒ Yes ○ No

Are you planning to stay at one of our resorts in the next two weeks? ○ Yes ○ No

What is the best number where you can be reached?

X Paul D. Barber
MEMBER SIGNATURE

MEMBER SIGNATURE

PRINTED NAME

PRINTED NAME

Enid Alicea
PRINTED QAR NAME

17959999
CONTRACT NUMBER

3579ZOIIB

DIAMOND Resorts

CREDIT APPLICATION

APPLICATION INSTRUCTIONS: If Married, You May Apply for Separate or Joint Credit. CHECK APPROPRIATE BOX	☑ SEPARATE CREDIT: Complete Sections A and C. If married, also complete Section B with information about your spouse. ☐ JOINT CREDIT WITH SPOUSE: Complete Sections A, B, and C. both spouses must sign in Section D. ☐ JOINT CREDIT WITH PERSON OTHER THAN SPOUSE: Each person should complete a separate application as if applying for separate credit. Submit both together.

SECTION A – YOU

Name: First	Initial	Last	Marital Status: ☐Married ☒Unmarried ☐Separated
Paul	G.	Barker	

Street Address	Social Security No.	Number of Dependents	Home Phone
1908 Cypress Wood Dr.	[redacted]	0	cell 225-361-8716

City	State	Zip		Employment (if self-employed, name of business)
Baker	LA	70714-2110	☒Own ☐Rent	Nuclear Contractor

Time in Residence:	Home Purchase Price	Business Address	Phone
28 Yrs. Mos.	$		

Prior Address	How Long? Yrs. Mos.	Job Title	How Long?	Annual Income from Job
		Fuel Handling Supervisor	Yrs. Mos.	$112,000.00

Bank Reference	Branch	City	Checking	Savings	Business Address
Neighbors Fed Credit Union		Baton Rouge	✓	✓	
Bank Reference	Branch	City	Checking	Savings	
Bank Reference	Branch	City	Checking	Savings	

Other (monthly) income (you need not include income from alimony, child support, or maintenance unless you wish it to be considered):	AMOUNT	SOURCE
	$2600.00	Social Security

Nearest Relative: Name	Relationship	Have you ever had a repossession? ☐Yes ☒No	Driver's License State & No.
Pennie Barker-Rosales	Daughter	Have you ever declared bankruptcy? ☐Yes ☒No	003158788 LA
Address: ~~3627~~ 3346 Adams St Baker, LA 70714	Phone: 225 565-1721		

SECTION B – YOUR SPOUSE

Name: First	Initial	Last	Marital Status: ☐Married ☐Unmarried ☐Separated

Street Address	Social Security No.	Number of Dependents	Home Phone

City	State	Zip		Employment (if self-employed, name of business)
			☐Own ☐Rent	

Time in Residence Yrs. Mos.	Home Purchase Price $	Business Address	Phone

Prior Address	How Long? Yrs. Mos.	Job Title	How Long?	Annual Income from Job
			Yrs. Mos.	$

Bank Reference	Branch	City	Checking	Savings	Business Address
Bank Reference	Branch	City	Checking	Savings	
Bank Reference	Branch	City	Checking	Savings	

Other (monthly) income (you need not include income from alimony, child support, or maintenance unless you wish it to be considered):	AMOUNT	SOURCE
	$	

Nearest Relative: Name	Relationship	Have you ever had a repossession? ☐Yes ☐No	Driver's License State & No.
Address	Phone	Have you ever declared bankruptcy? ☐Yes ☐No	

SECTION C – CREDIT REFERENCES

List all of your financial obligations, including the obligation to pay alimony, child support, or maintenance and recently closed (paid) accounts. Indicate your obligations as "A" in the box and your spouse's obligations as "B."

Type Loan	Obligee	Office/Address	Obligor ("A" or "B")	Monthly Payment	Balance (if still owed)
Rental Payment or Home Mortgage Payment	—			$	$
Auto Loan Payment	—			$	$
				$	$
				$	$
Credit Cards	#			$	$
Visa	#			$	$ 1,200.00
Bank of America	#			$	$ 7,500.00

SECTION D – SIGNATURES

By my/our signature(s) below, I/we hereby authorize Diamond Resorts Corporation and its affiliates to make whatever inquiries about me/us are deemed necessary or appropriate for purposes of evaluating my/our credit application(s), including contacting my/our employer(s), credit bureau(s), etc. I/we hereby further authorize Diamond Resorts Corporation to share such information, including the information on this application, with its affiliates or anyone else for purposes of debt servicing, future credit approval, and offering Diamond Resorts products and services, as well as with the homeowners' associations for Diamond Resorts International® resorts in order to enable them to process assessments and for various other purposes. I/We hereby acknowledge that I/we am/are at least eighteen (18) years of age. Any inquiry about this statement may be addressed in writing to Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Paul G. Barker	6/13/18		
YOUR SIGNATURE	DATE	SPOUSE'S SIGNATURE	DATE

Rev. 2-10-09

Diamond Resorts Corporation

17959999-ACH Surepay Authorization Form

VOLUNTARY SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("SurePay Plan") for automatic payment of your principal and interest on your Promissory Note through your checking or savings account.

Part A: Checking/Savings Account SurePay Plan

By indicating Automatic Checking/Savings Account Payment and signing, I hereby pre-authorize Diamond Resorts Corporation, its subsidiary and affiliated companies and/or its service provider (collectively referred to as "COMPANY") to initiate electronic funds transfers from my checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I agree to provide such voided check to COMPANY within 15 days from the day I sign this Authorization.

This authority is to remain in full force and effect for "Note Payment," as indicated below, until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Note Payment — Monthly Payment Amount $315.34

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

☒ Automatic Checking Account USD
☐ Automatic Savings Account USD

Terms and Conditions of Participation in SurePay Plan for Note Payment:

I understand and agree to the following: If, at any time prior to the date the Promissory Note is paid in full, I elect to terminate my participation in the SurePay Plan, or I close the designated bank account, or I fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I stop payment on or rescind this SurePay Plan authorization, the annual interest rate on the Promissory Note is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my participation in the SurePay Plan upon ten (10) days' written notice to me. In the event of such termination by Company, the annual interest rate on the Promissory Note is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Note Payments should be sent to: Portfolio Department, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 877.DRI.CLUB (877.374.2582).

Optional Nature of Authorization:

Please note that you are not required to pay your Promissory Note by means of preauthorized electronic fund transfers from your checking or savings account. You have the option of making your installment payments without participating in the SurePay Plan. By signing this Payment Authorization Form, you acknowledge that you are voluntarily choosing the convenience of making your payments in the manner indicated through the SurePay Plan.

Part B: Authorization

Pre-authorization for automatic payment:

Name(s):	Signed:	Date:
Paul G Barker	DocuSigned by: Paul G. Barker E6DE7B48F6GB4F1...	6/13/2018 | 8:31 AM PDT
		6/13/2018 | 8:31 AM PDT
		6/13/2018 | 8:31 AM PDT
		6/13/2018 | 8:31 AM PDT

Part C: Depository Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name: Neighbors Federal Credit Union Branch:

City: Baton Rouge State: La Zip:

Transit / ABA Number:

Account Number:

PURCHASER'S UNDERSTANDING AND ACKNOWLEDGMENT
(Florida)

Diamond Resorts® thanks you and welcomes you to one of the most flexible and enjoyable vacation plans in the world! Please review and initial the following summary items. Capitalized terms are defined in your Purchase Agreement. We look forward to exceeding your expectations.

I understand and acknowledge the following:

1. DS PAB ___ ___ ___ **Membership.** This purchase is for **7500** Points for the purchase price of **$26,025.00**

2. DS PAB ___ ___ ___ **Points.** Title to the Resort Interests is held in the U.S. Collection Trust by an independent Trustee for the benefit of the Members. In approximately 6-8 weeks a Collection Membership Certificate with an Eagle 9 UCC Vacation Interest Insurance policy will be mailed to my home and my Points will be available at that time or at the beginning of my first Use Year on **2018**.

3. DS PAB ___ ___ ___ **Annual Fees.** I may choose to enroll in The Club® exchange program. My Club Dues are billed annually along with my Maintenance Fees. My first year's Maintenance Fees and Club Dues are estimated to be **1,273.00**, and are subject to annual increases not to exceed 25% per year under governing law. My Maintenance Fees must be current to make reservations. The purchase of additional Points will not decrease my Maintenance Fees. If my Points are available during the current calendar year, my Maintenance Fees will be billed within 45 days. Otherwise, my Maintenance Fees will be billed in the fourth quarter of every year.

4. DS PAB ___ ___ ___ **Saving and Borrowing Points.** I must be current on all payments to make reservations and use save, borrow, or exchange my Points. I must pay the Maintenance Fees for the upcoming Use Year to borrow Points. Points do not roll over to the next year and they will expire on December 31st unless I save them. I can save a percentage of Points for use in the following year according to this schedule:

If I save by this date:	I can save the following Points:
June 30	100% of my Points
August 31	50% of my Points
October 31	25% of my Points
After October 31	None of my Points

5. DS PAB ___ ___ ___ ***Reservations.*** I may make a reservation up to <u>13 months</u> before check-in at any of my Home Collection Resorts. I may make a reservation up to <u>10 months</u> before check-in at any of The Club affiliated resorts. All reservations for the Collection and The Club are confirmed on a first-come, first-served, space-available basis. Reservations at specific accommodations are not guaranteed. I will lose some or all of my Points used to make a reservation if I cancel that reservation fewer than 91 days before my scheduled arrival date unless I purchase a Reservation Protection Plan at the time of booking.

6. PAB ___ ___ ___ ***Personal Use.*** This purchase is for personal use and enjoyment and it does not create an undue financial burden for me. I am not purchasing a Membership as a financial investment or for financial returns of any kind, including through resale, rental, or tax advantages. Diamond does not offer a rental, resale or buyback program and makes no representation regarding tax deductions, refinancing opportunities, or that there will be a secondary market for the sale of Points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out Points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

7. PAB ___ ___ ___ **Transferring Membership.** In the event I transfer my membership, the Association may deny a transfer if the buyer is a known or suspected fraudulent entity or person or is delinquent in the payment of any fees. A transfer fee of **$250** will apply for approved transfers. My Membership is perpetual.

8. PAB ___ ___ ___ **The Club.** Copies of The Club Documents that I received describe the current benefits available through The Club, instructions for making a reservation, calculating the number of Points that I will need for each of my vacations and any other point redemption benefits. Redeeming Points for reimbursement of travel services does not provide the best monetary value for my Points and is typically not lower in cost than spending cash for the same arrangements. All of The Club benefits and affiliated resorts are subject to change or termination at any time. Some of The Club benefits are only available to certain loyalty members.

9. PAB ___ ___ ___ **Platinum Only Benefits. ONLY** Platinum Loyalty members can redeem up to 50,000 Points to pay part of their annual Maintenance Fees, but that is not the highest and best use of Points. There is a $100 transaction fee and the redemption value is currently $0.04 per Point. Borrowed or saved Points cannot be redeemed to offset the cost of Maintenance Fees, and Points must be redeemed between Nov. 1 and Dec. 31 for the following year's payment.

10. PAB ___ ___ ___ **Interval International.** If I enroll in The Club, I will automatically become a member of the Interval International exchange program (**"Interval"**) at no extra cost to me for at least the first year. The Club may change or cancel its affiliation with Interval at any time. Interval membership allows me to request an exchange through Interval using Points, subject to an exchange fee paid to Interval.

11. PAB ___ ___ ___ **Marketing Consent.** By initialing here, I authorize Diamond Resorts and/or its affiliates and successors to contact me regarding promotional offers at the address, email address and telephone numbers provided below, including autodialed calls, texts and prerecorded messages, regardless of any prior election to the contrary. I understand that I am not required to give consent as a condition of purchasing any goods or services. For information about how Diamond collects, processes and shares your information, please visit www.diamondresorts.com/privacy-policy.

225-301-8716 Home Telephone Number	Telephone Number
Cellular Telephone Number	Cellular Telephone Number

By initialing and signing this Acknowledgment I acknowledge that I have read and understand the content of this Acknowledgment and the Purchase and Security Agreement and I have been given as much time as I want and need to review all of the documents in connection with my purchase. I also acknowledge that I have been given the opportunity to ask my Quality Assurance Representative any questions I may have prior to signing any document. The references to "I," "me," and "my" above include all Purchasers named below.

PURCHASER(S):

DocuSigned by: Paul D. Barker E6DE7B48F6CB4F1... Signature	June 13, 2018 Date
Paul G Barker Printed Name	
Signature	June 13, 2018 Date
Printed Name	
Signature	June 13, 2018 Date
Printed Name	
Signature	June 13, 2018 Date
Printed Name	

17959999-STD Club Option Save

ACKNOWLEDGMENT OF REQUEST TO SAVE POINTS

Date: **June 13, 2018**

Owner's Name: **PAUL G BARKER**
Contract Number: **17959999**

Number of Points to Save: **7500**

PAUL G BARKER:

DS PGB / _____ We/I acknowledge that we/I have requested that the Points allocated for the year **2018** be saved for use in the year **2019**.

DS PGB / _____ We/I acknowledge we/I understand this saving process is being done at our request for **the current year only** and that any and all future requests to save Points will be our responsibility. Future requests to save Points must follow the procedures and deadlines set forth in the Rules & Regulations for THE Club®.

DS PGB / _____ We/I acknowledge we/I understand that if we/I decide to borrow any or all of our future Points from the next year, we/I will be required to prepay a portion of Club Dues and Property Owners Association fees for the next year in order to access these Points.

DocuSigned by:
Paul D. Barker
Paul G Barker
Printed Name

_____
Printed Name

_____
Printed Name

_____
Printed Name

_____
Quality Assurance Officer

****Contracts Department: Return this completed form to THE Club® with the Membership information.**
For THE Club® use only:

- ☐ Request to save Points on Purchase Proposal
- ☐ Request to save Points on Verification Sheet
- ☐ Request to save Points entered in ATLAS remarks

Diamond Resorts U.S. Collection

17959999-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **June 13th, 2018** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
3.5% Buyer Financed Closing	BUY	1		
DEP - *Diamond Bonus Points	SEL	7500		
US Owner Kit Tablet Point	SEL	1		

*Additional Amount(s): **$179.70**

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

DocuSigned by:
Paul D. Barker
E6DF7B4B6C0B4A1...
Signature: Paul G Barker — Date: June 13th, 2018

Signature: — Date: June 13th, 2018

Signature: — Date: June 13th, 2018

Signature: — Date: June 13th, 2018

SELLER:

Signature — June 13th, 2018 Date

Printed Name

4814_Rev 4-5-2012_esig02232016

17959999-Diamond Bonus Points Acknowledgement

ACKNOWLEDGEMENT

Diamond Bonus Points / Diamond Dream Holiday Package

Sale Date: June 13th, 2018

Diamond Bonus Points:

DS PAB ___ ___ ___ I/We understand if I/we choose to use bonus points to book THE Club® reservations of my/our choice, the term of eligibility to use these points along with any other qualifying loyalty benefits is from time of qualification until December 31st, 2019.

DS PAB ___ ___ ___ I/We understand increased membership level will not be reflected on my account until I have fulfilled the qualifications for Diamond Bonus Points activation. Activation occurs when at least 20% down payment has been received and membership has been setup or 15% down payment has been received plus four consecutive monthly payments have been made on the purchase loan.

DS PAB ___ ___ ___ I/We understand Diamond Bonus Points will be exempt from incurring annual per point maintenance fees, however, I/We will be responsible for Club fees applicable to the Bonus Points for the time period in which they may be used

Diamond Dream Holiday Package:

DS PAB ___ ___ ___ I/We understand if I/we choose to use bonus points to book a Diamond Dream Holiday Package, reservations must be made 120 days in advance of arrival.

DS PAB ___ ___ ___ I/We understand travel must be completed by June 13, 2019, which is 365 days from the purchase date.

DS PAB ___ ___ ___ I/We understand all flights must originate and return from the same major US airport. All flights are booked economy coach class. Additional restrictions may apply.

DS PAB ___ ___ ___ I/We understand there will be a $99 reservation fee for all Diamond Dream Holiday reservations.

DS PAB ___ ___ ___ I/We understand Diamond Loyalty upgrades do not apply to the Diamond Dream Holiday.

DS PAB ___ ___ ___ I/We understand there are blackout dates five (5) days before and after President's Day, Easter, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day.

DS PAB ___ ___ ___ I/We understand once confirmed, all Diamond Dream Holiday reservations are final.

DS PAB ___ ___ ___ I/We acknowledge that I/we have received a Diamond Dream Holiday TRIFOLD Brochure that explains the details of participation and the telephone number to book my vacation.

PURCHASER(S):

DocuSigned by: Paul D. Barker
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Paul G Barker
Printed Name

Printed Name

Printed Name

Printed Name

Rev. 11/16/15 u3232017

FACTS WHAT DOES DIAMOND RESORTS FINANCIAL SERVICES, INC. DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Diamond Resorts Financial Services, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Diamond Resorts Financial Services, Inc. share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	No	We don't share

To limit our sharing

☐ Mail the form below

Or visit us online at: www.DiamondPrivacyOptions.com

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Call 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member.

Mail-In Form	
Leave Blank OR If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below. ☐ Apply my choices only to me.	Mark any/all you want to limit: ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes. ☐ Do not allow your affiliates to use my personal information to market to me. **Name** **Address** **City, State, Zip** **Account #**
Mail To:	Customer Service Department Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard Las Vegas, NV 89135

Who we are	
Who is providing this notice?	Diamond Resorts Financial Services, Inc.

What we do	
How does Diamond Resorts Financial Services, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Diamond Resorts Financial Services, Inc. collect my personal information?	We collect your personal information, for example, when you ▪ Give us your contact information or apply for financing ▪ Give us your income information or provide account information ▪ Provide employment information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our Affiliates include Diamond Resorts Financial Services, Inc.'s parent company, Diamond Resorts Corporation, and affiliate companies that are subsidiaries including, but are not limited to, non-financial companies such as Diamond Resorts Europe, Diamond Resorts International Marketing, Inc., Diamond Resorts International Club, Inc., Resort Management International, Inc., and Diamond Resorts Management, Inc.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Non-affiliates we share with can include direct marketing companies.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include credit card companies.*

Other important information

For Vermont Customers:

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at https://www.diamondresorts.com/Privacy-Policy or call Call 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member.

Florida

17959999-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Multisite Rules and Regulations
- ☐ Schedule of Reservation Rates
- ☐ Entire Purchase and Security Agreement
- ☐ Receipt for Timeshare Documents
- ☐ THE Club® Exchange Documents
- ☐ Interval International Document
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Truth In Lending Disclosure Statement
- ☐ Sure Pay Authorization
- ☐ Privacy Policy
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

DocuSigned by:
Paul G. Barker
E60E7B48F8CB4F1...
Signature — June 13th, 2018 Date

Paul G Barker
Printed Name

Signature — June 13th, 2018 Date

Printed Name

Signature — June 13th, 2018 Date

Printed Name

Signature — June 13th, 2018 Date

Printed Name

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

Rev 1-7-09 _esig04072017

DocuSign Envelope ID: 836C51A6-2229-49C1-9A9C-65C21912544A

Quorum FEDERAL CREDIT UNION

17959999-Quorum Credit Union Application

Membership Application
Vacation Ownership

This credit union is federally insured by the National Credit Union Administration (NCUA).

As a vacation interest owner you are eligible for membership at Quorum Federal Credit Union (Quorum FCU) through the American Consumer Council (ACC). The ACC is a not-for-profit, consumer advocacy association and Quorum FCU offers a wide range of financial products and services to its members. This form allows you to apply for membership to both Quorum FCU and the American Consumer Council.

PRIMARY MEMBER INFO

FULL NAME (First, middle, last)	SOCIAL SECURITY OR TAX IDENTIFICATION #	BIRTHDATE (mm/dd/yy)
Paul G Barker	[redacted]	03-Sep-1951

PERMANENT PHYSICAL ADDRESS (if different from below, no P.O. Box#)	CITY, STATE & ZIP	COUNTRY

MAILING ADDRESS	CITY, STATE & ZIP	COUNTRY
1908 Cypress Wood Drive	Baker, Louisiana 70714	

EVENING PHONE	DAYTIME PHONE	CELL PHONE
225-301-8716		

E-MAIL ADDRESS nuclearpaul@att.net

DISCLOSURES AND AGREEMENTS

USA Patriot Act: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other ID.

Membership Application Agreement: I hereby apply for membership to Quorum FCU, agree to conform to its bylaws and amendments thereto and subscribe for at least one share. By signing this form, I agree to be bound by the terms of agreement for all services, now and in the future, including the Online Services/Mobile Banking Disclosures, and to the conditions stated within the Truth-In-Savings Disclosure, which has been or will be supplied to me and is also available online at quorumfcu.org/diamondresorts.

Electronic Statements and Notices: I affirmatively consent and agree to permit the Credit Union to provide disclosures, statements and notices in electronic form instead of written form. Notices include but are not limited to: Insufficient Funds (NSF), Overdraft, Courtesy Pay, Negative Balance, Tax Notice or Term Account Maturity Notice. Statements will be maintained on a site that can be accessed to obtain, review, print and otherwise copy/download periodic statements and other notices. Statements and Notices are not available through Online Banking indefinitely. I understand I can request statement copies if necessary for the applicable fee (refer to the Credit Union Fee Schedule).

Consumer Reports: I authorize the Credit Union to obtain consumer reports, verify employment information and/or furnish information concerning my consumer affairs in connection with any application, update, renewal or extension of credit, or closure of accounts. A "consumer report" may contain information about my personal and credit characteristics and general reputation. If I request, the Credit Union will tell me the name and address of any consumer reporting agency from which it received a consumer report on me. I understand that it is a federal crime to willfully and deliberately provide incomplete or incorrect information on any applications made to federal credit unions insured by the NCUA. I understand that a Credit Union representative may inform me at the time I open my account or after regarding my eligibility for pre-approved credit. I may consent to any pre-approved credit verbally at a Credit Union location or over the phone.

VoiceConnect (Automated Telephone Service) Agreement: I request access to VoiceConnect so that I can make inquiries and perform applicable transactions on my account.

Important: By signing this application, I certify that I am an owner or borrower on each deposit or loan account that can be accessed using the Authorization Code generated for me; and agree that, if I use the Authorization Code number to access accounts through VoiceConnect, I will be bound by all of the terms and conditions of the IVR Service Agreement and Disclosure Statement within the Truth-In-Savings Disclosure.

Security Interest: I grant the Credit Union a security interest and/or right of offset in all individual or joint accounts I have with the Credit Union both now and in the future unless the funds have a statutory protection or are otherwise protected by law.

My signature confirms that I have read and understand the disclosure above and that all the information I have supplied on this application is valid and may be verified by the Credit Union.

By submitting this application I certify under penalties of perjury: (1) the Social Security Number or Tax Identification Number on my application is correct; (2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding due to failure to report interest or dividend income, or the IRS has notified me that I am no longer subject to backup withholding; (3) I am a US person (including a US resident alien) or a non-resident alien. If I am a non-resident alien, I agree to complete a W8-BEN form or be subject to backup withholding. The Internal Revenue Service does not require my consent to any provision of this document other than the certifications required to avoid backup withholding.

I understand that: (1) I am eligible for Quorum FCU membership through the American Consumer Council; (2) my American Consumer Council and Quorum FCU memberships will become active either (a) if/when the Credit Union approves my account and finances my vacation ownership loan (if any) or (b) I directly apply for membership with Quorum FCU online at quorumfcu.org/diamondresorts; 3) I must qualify for membership to the Credit Union; (4) membership to the Credit Union is required if it finances my loan. If I become a member of Quorum FCU due to the direct financing of my vacation ownership loan, Quorum will deposit the $5 minimum required balance into my account. Note: A new membership will not be opened if any borrower is already a primary member at Quorum.

PRIMARY MEMBER SIGNATURE	DATE
DocuSigned by: x Paul D. Barker E6DE7B48F8CB4E1...	6/13/2018 | 8:31 AM PDT

CITIZENSHIP:

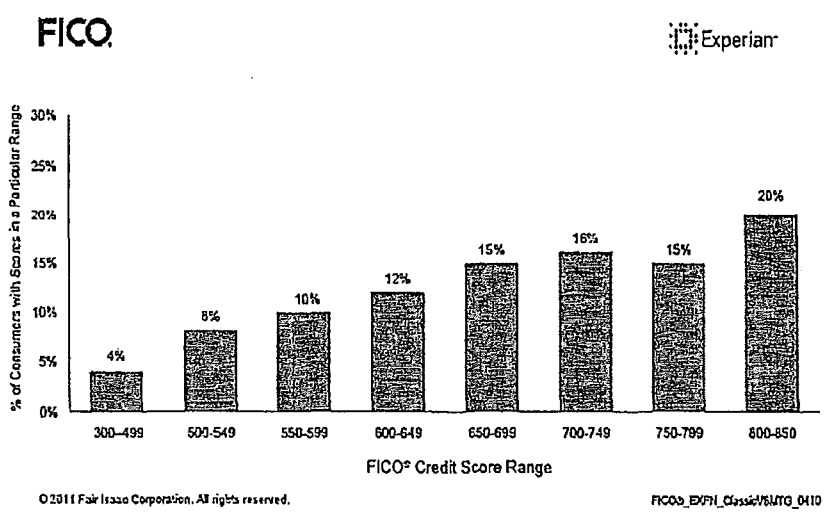
☐ US CITIZEN ☐ RESIDENT ALIEN ☐ NON-RESIDENT ALIEN

2500 Westchester Avenue | Suite 411| Purchase | NY 10577
914.641.3700 | 800.874.5544 | Fax: 914.641.3730 | quorumfcu.org/diamondresorts

Diamond Resorts Financial Services, Inc.
Your Credit Score and the Price You Pay for Credit

Paul G Barker
1908 Cypress Wood Drive, Baker, Louisiana 70714

Your Credit Score	
Your Credit Score	825 Source: ☐ Experian ☐ Equifax Date: June 13th, 2018

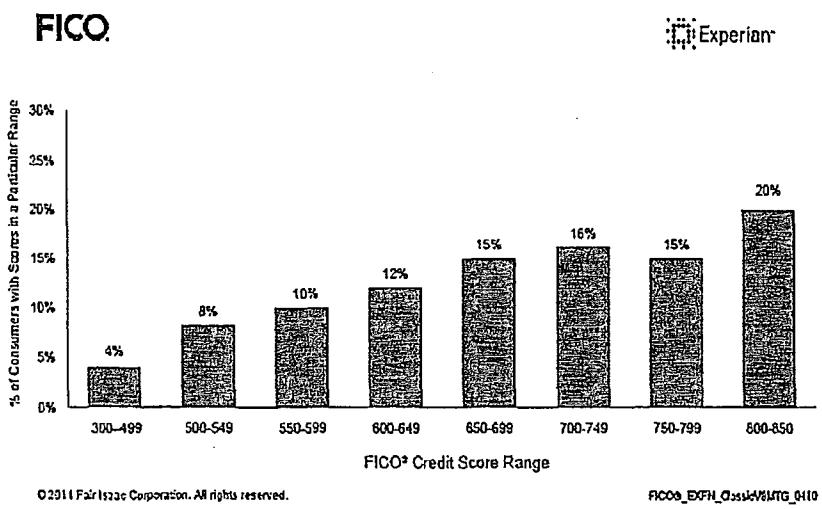
Understanding your Credit Score	
What you should know about credit scores	Your credit score is number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	

Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contract the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report --- *By Telephone:* Call toll-free: 1-877-322-8228 *On the web:* Visit www.annualcreditreport.com *By Mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trad Commission's website at *https://www.consumer.ftc.gov/articles/pdf-0093-annual-report-request-form.pdf*) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information	For more information about credit reports and your rights under federal lay, visit the Federal Reserve Board's web site at www.federalreserve.gov , or the Federal Trade Commission's web site at www.ftc.gov.

Diamond Resorts Financial Services, Inc.
Your Credit Score and the Price You Pay for Credit

1908 Cypress Wood Drive, Baker, Louisiana 70714
17959999

Your Credit Score	
Your Credit Score	Source: ☐ Experian ☐ Equifax Date: June 13th, 2018

Understanding your Credit Score	
What you should know about credit scores	Your credit score is number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	

Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contract the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report --- *By Telephone:* Call toll-free: 1-877-322-8228 *On the web:* Visit www.annualcreditreport.com *By Mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trad Commission's website at http://www.ftc.gov/bcp/conline/include/requestformafinalpdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information	For more information about credit reports and your rights under federal lay, visit the Federal Reserve Board's web site at www.federalreserve.gov , or the Federal Trade Commission's web site at www.ftc.gov.

17969999-STD Signature Verification

SIGNATURE VERIFICATION

I(We), PAUL G BARKER, by my/our execution hereof, hereby certify that the signature(s) below correspond to my/our true and legal name(s).

DocuSigned by:
Paul D. Barker
E6DE7B48F8CB4F1...
Signature

Signature

Paul G Barker
Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

WITNESSES:

DocuSigned by:
Enid Alicea
0EBBCC47B5784F6...
Signature

Enid Alicea
Printed Name

DocuSigned by:
Edwin Fernandez
A8FC3E3CDA2C41E...
Signature

Edwin Fernandez
Printed Name

ISSUED FOR TRUE COPY

DIAMOND. Resorts

Stay Vacationed.

June 13, 2018

PAUL G BARKER

Substitute Form W-9

Account Number: **27911663**

Pursuant to Internal Revenue Code Section 6109, you are required to provide an accurate social security number or taxpayer identification number to Diamond Resorts Financial Services, Inc. in order for the company to comply with the information reporting rules set forth by the Internal Revenue Service. Failure to provide an accurate social security number or taxpayer identification number could lead to the Internal Revenue Service assessing you a penalty of $50.

If any information below is incorrect, please provide the correct information in the space provided

Name: Paul G Barker

If Business, list name: _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Trust/Estate ☐ LLC

Address: 1908 Cypress Wood Drive, Baker, Louisiana 70714

Social Security Number: [redacted] ___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Employer Identification Number: ___ ___ - ___ ___ ___ ___ ___ ___ ___

CERTIFICATION – Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (defined in the Form W-9 instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification but you must provide your correct TIN.

Borrower: **Paul G Barker**

Signature: DocuSigned by: Paul D. Barker E6DE7B48F8CB4F1... Date: **06/13/18**

2092_esig05/26/16

DIAMOND Resorts™

Diamond Resorts Owner Certification

Congratulations on your purchase. In order to expedite your approval of the purchase documents, your sales manager will verify some information with you.

PGB ____ Membership – Title to the real estate and other resort interests is held in the U.S. Collection Trust by an Independent Trustee. The Trustee holds the title on behalf and/or for the benefit of the members. The number of Resort Interests and/or Resorts may increase. I will not receive a deed in connection with my purchase.

PGB ____ Points – I am purchasing 7500 points today. I will receive a Collection Membership Certificate and Eagle 9 UCC Vacation Interest Insurances Policy 6 – 8 weeks after closing and my Points will be available at that time or at the beginning of my first use year.

PGB ____ Maintenance Fees – I understand that as part of my purchase that I am responsible for Maintenance Fees and Club Dues. I will be asked as part of my purchase documents to approve some further agreements in regard to these fees.

PGB ____ Personal Use – My purchase is for my own personal use and enjoyment and it does not create an undue financial burden for me. I am not purchasing a Membership as a financial or real estate investment or for financial returns of any kind, including resale, rental, refinancing, tax advantages or deductions, inheritance or estate tax planning, or appreciation or depreciation. Diamond does not offer a resale program and makes no representation regarding tax deductions, refinancing opportunities, or there will be a secondary market for the sale of points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

Paul G. Barker 6/13/18 _____ _____

Signature Date Signature Date

Paul G. Barker _____

Printed Name Printed Name

_____

Certified by Diamond Resorts Sales Manager

NATALIE WARD

Printed Name

Form A

Sales Presentation Confirmations

17959999
CONTRACT NUMBER

PAB _____ I understand The Club® Annual Global Reservations Directory is available online at DiamondResorts.com and it contains all of the points values for every resort within The Club. I also understand that the average points value for a one-week stay within my Collection is approximately: 4,000 for a studio; 5,500 for a one-bedroom; 7,500 for a two-bedroom; and 8,500 for a three-bedroom.

PAB _____ I understand for some resorts, when there is availability 59 days or less prior to arrival, then the standard check-in day weekly points values are discounted by 50%. Discounted offers are subject to change as demand dictates and may not apply to the same resorts each month. For short stay points values, a 50% discount will apply to all reservations made within 30 days of arrival. **These reservations offer exceptional value for those with flexible travel plans and are offered on a first-come, first-served basis and are subject to availability. Holiday, summer and other highly demanded weeks/resorts are not typically available.**

PAB _____ You will be billed annually for your Club dues and Association maintenance fees. You must be current on all of your Club dues and fees to use the system. The maintenance fee on this purchase of Collection Points is approximately $ 1,273 this year and is subject to change each subsequent year. You will receive your new maintenance fee invoice in approximately 45 days. **You will still be responsible for any maintenance fee(s) on any other property you may own outside of this purchase.**

PAB _____ I understand the minimum number of points required for each Loyalty level is:
Silver – 15,000 points; Gold – 30,000 points; Platinum – 50,000 points. There are no other Loyalty levels in The Club.

PAB _____ **ONLY** Platinum members can redeem up to 50,000 points to pay part of their annual maintenance fees, but that does not represent the best use of points. There is a $100 transaction fee and the redemption value is currently $0.04 per point. Borrowed or saved points cannot be redeemed to offset the cost of maintenance fees, and points must be redeemed between November 1 and December 31 for the following year's payment.

PAB _____ I understand that if I elect to use my points for reimbursement for Travel Services, the following rules apply:

1. Points redemption values are **$0.07 per point for Standard members, $0.08 for Silver members for up to 20% of the cost of the service booked.**
2. Points redemption values are **$0.09 for Gold members and $0.10 for Platinum members for up to 100% of the cost of the service booked.**
3. There is a $47 transaction fee, discounted for Loyalty members, which is subject to change.

PAB _____ Diamond Dream Holiday Bonus Points cannot be redeemed for Member Benefits; only points that have been purchased may be used for Member Benefits. Bonus points are available 10 months before check-in and do not qualify for the 13-month Home Collection Advantage.

PAB _____ I understand The Club offers a valuable cruise, hotel and shopping benefit that allows a member to cover 20 percent of the cost of cruise, hotel and shopping benefits that are part of the Diamond Luxury Program at 20 cents per point for Standard and Silver members. Gold and Platinum members can cover 30 percent of the cost for up to 30 cents per point. I also understand that when using these cruise, hotel, and shopping benefits, the points will automatically be redeemed against the purchase price and that no money will be sent to me.

PAB _____ I understand that my membership is perpetual and can be passed on to my heirs, if my heirs elect to receive my membership, but there is no obligation for them to accept the membership.

PAB _____ I am purchasing this for personal use and enjoyment and it does not create an undue financial burden for me. **I am not purchasing a membership as a financial investment or for financial returns of any kind, including through resale, rental, or tax advantages.** Diamond Resorts does not offer a resale or buyback program and makes no representation regarding tax deductions, refinancing opportunities, or that there will be a secondary market for the sale of points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

PAB _____ I have been given as much time as I want and need to review all of the documents provided to me by my Vacation Counselor and I acknowledge that I have been given the opportunity to ask my Vacation Counselor any questions I may have.

DIAMOND Resorts

SurePay Acknowledgement

Lead ID: 6/-4144131 Contract Number: 17959999

Diamond Resorts Financial Services, Inc. uses SurePay auto debit from a checking account of your choice. If you do not currently have a voided check in your possession, you must mail one to Diamond Resorts Financial Services, Inc. within 10 days. An addressed envelope will be provided to you.

I/We acknowledge that I choose to have the selected monthly payments below auto-debited from my checking account (initial all that apply):

PGB _____ Monthly Loan Payments

_____ _____ Monthly Maintenance Fee Payments

_____ _____ Additional Down Payment (if applicable)

I have provided Diamond Resorts Financial Services, Inc. a voided check, or my checking account and bank routing numbers, to facilitate this process.

IF A VOIDED CHECK IS NOT RECEIVED BY DIAMOND RESORTS FINANCIAL SERVICES, INC. THE DISCOUNTED INTEREST RATE ON MY LOAN IS SUBJECT TO INCREASE AUTOMATICALLY.

Paul G. Barker
Member Signature

_____
Member Signature

6/13/18
Date:

Primary Name on Bank Account: Paul G. Barker

Bank Name: Neighbors Federal Credit Union

Checking Account Number: _____

Bank Routing Number: _____

ATTACH VOIDED CHECK HERE (If Available)

(Please Do Not Staple)

PREPACH_REV 6/6/2018

O'GRADY LAW GROUP
A PROFESSIONAL LAW CORPORATION
1980 Festival Plaza Dr. Suite 300
Las Vegas, NV 89135

Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

OS/TS
BL

JUNE 19, 2020

Office of Citizen Services

Florida Attorney General's Office

PL-01, The Capitol

Tallahassee, Florida 32399

SALES FRAUD:

Diamond Resorts U.S. Collection Development, LLC

RE: SALE IN ORLANDO FOR Contract number 18060473B

To whom it concerns:

Since your division has the authority to attempt mediation in a mutually accepted settlement I am reaching out for your formal assistance. I am writing as consumer who have been defrauded by DIAMOND RESORTS. I have tried numerous times to amicably resolve my current issues with this company. I have a declaration of facts I sent to them, and several letters trying to negotiate for assistance.

I have explained to the Corporate office's that this request to cancel is not due to my change of mind, it's risen out of the fact that my ownership benefits are nothing like the plan I was verbally explained when I was led to buy the timeshare.

There is a plethora of complaints about DIAMONDS sales tactics on the web. It's clear that these types of unethical practices go on often within this company. I ask that my case to be analyzed, and for the protection of future owners DIAMOND RESORTS needs to be investigated and audited. Please see the letter that accompanies this, as it shows what I sent to them, and covers the history behind this.

I ask that you reply to me within 30 days.

Betty Jane Young

1669 Stone Creek Road

Beaumont CA 92223

Betty Jane Young
1669 Stone Creek Road
Beaumont CA 92223

January 9, 2020

Diamond Resorts U.S. Collection Development, LLC
10600 West Charleston Blvd.
Las Vegas NV 89135

Contract number 18060473B

To whom it concerns:

Taking advantage of the elderly for company profit is considered elder financial abuse. The fact I was intentionally targeted and lured into a sales presentation and then pushed into buying a timeshare contract I do not need or want and cannot afford is proof of this allegation. Therefore, I am demanding to cancel contract number 18060473B and receive a full refund of all monies paid. The following information contained in this letter will act as evidence Diamond Resorts is a willing participant in unconscionable, deceptive and unfair business practices against the elderly.

In addition, due to the seriousness of these allegations I am requesting further communications be strictly done in writing only. I want a dated copy of contact for my records. Phone calls will no longer be accepted or tolerated before a resolution has been determined.

It should be noted right away I was 74 years old and living on limited financial resources at the time of this purchase. That being said, while on vacation in Orlando with my family last July we stayed at the Orbit One Resort for the week of July 21 through July 28. Upon our arrival, we were directed to the concierge desk to pick up discount coupons and entertainment tickets. There was also detailed

information regarding a mandatory 90-minute Diamond Resort sales presentation which was scheduled for the morning of July 23, 2019.

On the day of the presentation we were picked up and transported by shuttle to Mystic Dunes Resort for the sales presentation. According to the contract, our sales representative was Derik Alers Blanco. He was very personable and engaging while he took us on a tour of the facilities and showed us much of the premises, including beautiful buildings, condos, and the club house my family and I would have access to as owners of Diamond Resorts. Once we returned to the assembly room, Mr. Blanco's demeanor changed immediately when I told him of having no interest in purchasing because I already owned a timeshare. It didn't seem to deter him in any way and he started pressing me for answers to questions regarding my travel habits as well as how much I spend on a vacations. I did answer all his questions truthfully, but still wasn't interested mainly because of other bills that were a priority. Despite this setback, Mr. Blanco began writing numbers on a piece of paper I wasn't allowed to keep which showed significant savings if I purchased a Diamond Resort timeshare. In addition, he told me it could be passed on to family members to enjoy at no additional cost. I'd heard this before and found out it wasn't true, so I told him again I wasn't interested.

At this point, Mr. Blanco excused himself to confer with his manager, who according to the paperwork was Robert Gonzalez. I was getting very fatigued because this supposed 90-minute presentation was now hours old when he returned to the table with Mr. Gonzalez. He offered to take my Vacation Village timeshare in trade, but I said no. He then offered to pay my maintenance fees for a year and gave me a purchase price I couldn't refuse. In addition, my points could be rolled over at no additional cost and Interval International was included in the purchase price. Finally, he said he could enroll me in a program that would give me additional points equivalent to the value of my Vacation Village timeshare to be used for vacations if needed.

The signing process was a blur of paperwork done electronically without the slightest explanation about anything. I was kept for six grueling hours and now they couldn't get me out the door fast enough. Finally, this whirlwind of confusion

ended and they took me back to where I was staying at the Orbit One Resort. After a few days I began to feel uneasy that I'd agreed because of all the insistent pressure without clear explanation of what I purchased. I remember thinking my buyer's remorse period was probably only three days and it had passed, when in fact I found out later it was ten days in the state of Florida. This was cleverly omitted in any conversations throughout this six hour ordeal. However, the worst was yet to come.

I did know the "Club Combination Program" was only a registration with Diamond simply giving me usage of point's equivalent to my timeshare's fair market value. I did not know I would have to pay fees to Diamond for the privilege of this option, even if I never used it, and I would still owe maintenance fees to Vacation Village. As a result, the overall cost of the timeshare was much higher than original perceived. This was a complete shock and it dawned on me Mr. Gonzales had taken advantage of my age to fraudulently promote this program.

In addition, I have no recollection of giving SurePay authorization to charge my checking account for maintenance fees in September and October of this year. When I called Diamond and asked for an explanation, they told me "It was done as a convenience for me that saved me from later paying a year end fee." I then found a page buried in the other documents that apparently gave Diamond authorization to charge the fees. This form was never explained and was lumped in with everything else I was told to sign without explanation. The point is it was done without known authorization and considered an "unauthorized debit." Furthermore, I was led to believe I would be receiving full credit for the first year of maintenance fees when in fact I only received partial credit for the first two years. Even if I had knowingly signed the debit form, it would have been with the understanding that maintenance fees would not begin until the second year, when they were in fact charged only weeks after the purchase was made. My records indicate the maintenance fees were paid in advance and I sent an email to Diamond Resorts Financial Services on October 28, 2019 requesting cancellation of SurePay due to unauthorized charges made to my banking account.

The evidence contained in this letter is proof of elder financial abuse which includes unauthorized debit charges made to my personal bank account. Furthermore, there is an argument that can be made whether I even qualified for this purchase based on my age and finances. The fact your company has a continual pattern of conducting business in this matter only makes my case stronger. It would certainly be in your company's best interest to send me cancellation papers within the next 30-days to avoid other actions being taken which could result in consequences with a different outcome. It was your decision to allow Diamond Resort employees to target and lure this vulnerable senior citizen into a sales presentation where gross misrepresentation and intentional deceit was the key benefit and feature.

Sincerely,

Betty Jane Young

Betty Jane Young

Betty Young
1669 Stone Creek Rd
Beaumont, CA 92223

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

7018 2290 0001 5816 1175

RETURN RECEIPT REQUESTED

UNITED STATES POSTAL SERVICE

1000

32399

U.S. POSTAGE PAID
FCM LETTER
BEAUMONT, CA
92223
JUN 22, 20
AMOUNT
$7.10
R2304E104717-17

Office of Citizen Services
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida 32399

32399$1050 C001

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:	Complaint is Against:
Litton, John	Wyndham Destinations
Last Name, First Name, Middle Initial	Name / Firm / Company
746 Keeneland Pike	6277 Sea Harbor Drive
Mailing Address	Mailing Address
Lake Mary, Seminole County	Orlando, Orange
City, County	City, County
FL, 32746	FL, 32821
State, Zip Code	State, Zip Code
407-463-8126, 407-321-8203	(407) 626-5200
Home & Business Phone, Including Area Code	Business Phone, Including Area Code
johnlitton32746@gmail.com	www.wyndhamdestinations.com
Email Address	Business Email or Web Address

Are you over the age of 60? x **Yes** __ **No** / **MILITARY STATUS** ☐ **Active Military** ☒ **Veteran**

(Penalties can be enhanced for victimizing seniors, persons with disabilities or military service members.)

Product / Service involved: Vacation timeshare **Amount Paid: $** 149,570.46 **Payment Method:** Credit card

Transaction date: 11/28/17 **Did you sign a contract, estimate, invoices or other supporting documents?** x **Yes** __ **No**

Have you retained an attorney? __ **Yes** x **No**

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

(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)

Please explain your complaint. Attach additional sheets, if necessary.

They informed us that we were already paying Presidential Reserve-caliber bills, but did not own Presidential Reserve. After more than ten hours of salesmanship and arm twisting, we signed on the dotted line. Did we read and understand everything in the sales contract? Of course not, because we were being unduly pressured. However, before the hard sell, the sales team again went above and beyond to ensure we had the financial wherewithal to afford this transaction. After hours of discussions and extreme pressure, we agreed to the deal. When I point blank asked a rep who called our room what we should do that day if we had changed our minds and wanted out, her tone of voice immediately changed she stated she was "not going to tell us anything along those lines."

So now, not only are we handcuffed to this contract, but Wyndham also sold part of our ownership off to Diamond Resorts without our consent or so much as a courtesy notification. Now Diamond is demanding that we pay them maintenance fees?! Absolutely not. Despite never having bought a Diamond ownership, we now have a Diamond contract number: 118610864. It still generates debt, fees, and bothersome correspondence, with no benefit to us. Why are we being charged as though a valid transaction occurred between two willing parties? This contract is the result of fraud, plain and simple.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: John C Sutton Paulette R. Sutton Date: 6/26/2020

John Litton
Paulette Litton
746 Keeneland Pike
Lake Mary, Fl 32746

October 7, 2019

RE: Member No. 00010525893

To Whom It May
Concern,

Having been an owner for more than twenty years, we have reached the conclusion we no longer want to be a part of Wyndham based on many facts, most of which are articulated below. In thinking this situation through, we have concluded that our primary culpability in this relationship was believing what we were being told by Wyndham representatives along the way to include they were truly looking out for our best interests as it related to our ownership portfolio. This tactic was employed at least three times (Crossville, and Sevierville twice) with the bottom line being that for a "few" more dollars they would not only correct the discrepancies, but add value to our ownership. In summary, we have spent thousands of additional dollars only to be told at our next stop of similar deficiencies and a proposed bogus fix.

The final straw came in late 2017 when we were talked into upgrading to Presidential Reserve which again was supposed to be full of additional benefits and value. To date, we have seen none when compared to the platinum level for which we were previously paying. To add insult to injury, the financial transaction ($14,000+) credit card payment for that upgrade was double posted which took us well over 60 days - with no help from Wyndham - to get straightened out, even though the posting error was blatantly obvious. To this day, Wyndham has never acknowledged they made a mistake, let alone apologized for the unnecessary stress it caused our family since we had now exceeded our credit limit and were being told by the credit card company we needed to correct the situation immediately. Every time we attempted to contact Wyndham regarding this dilemma we were either talking into a recorder or with someone who had no authority to help us. We did not receive one single return call for the financial nightmare Wyndham had created for us!

Digressing, our true disdain for Wyndham begins about four years ago when in Tennessee and after a full day was talked into Platinum ownership for similar reasons described above. In addition to straightening out our portfolio, the sales pitch was also focused on being able to book further out and have access to presidential units at certain locations. The latter did work on at least one occasion, however the only real thing that came with this "upgrade" from gold to platinum was a much higher price tag and a few more points. We were later

advised at another stop that Wyndham was planning to increase the minimum point total to be considered platinum which to our knowledge never happened.

We were also starting to notice a deterioration in the level of maintenance/cleanliness of the units which we were told by more than one front desk clerk that they had similar complaints from other guests. They attributed this condition to Wyndham having contracted these services out. Wyndham having to contract out housekeeping should not be our problem. We pay maintenance fees each month as we expect a clean room at check-in. On multiple occasions we had to ask housekeeping to come back on check-in day to do additional cleaning such as removing mold from a shower, cobwebs, dirty deck and sticky/greasy counters and stovetops, etc. This continues to be a problem!

Back to late 2017, when we went back to Nashville for what we thought would be a quick three-day vacation and we're first very disappointed in the accommodations which amounted to a unit which I think was carved out of a janitor's closet! We were talked into attending an owner's update presentation which turned once again into a sales pitch. Imagine again being told we were paying for things that could be combined into a new ownership level! They informed us that we were already paying for Presidential Reserve, but did not own Presidential Reserve. After more than ten hours of salesmanship and arm twisting, we signed on the dotted line. Did we read and understand everything in the sales contract? Of course not, because we were being unduly pressured. However, before the hard sell, the sales team again went above and beyond to ensure we had the financial wherewithal to afford this transaction which besides the $14,000 down payment mentioned above, we are now paying an additional $789.60/month. That equates to almost $9,500.00 annually. In retrospect, we now believe that once they ran our credit report and whatever else they do to verify financial stability, they were laser-focused on not letting us go without a sale. We continued to ask what was so wrong with the ownership package we had at the time and never did get a straight answer despite the fact that the products we owned were all sold to us by Wyndham.

During the sales presentation, the sales team ask many personal questions about our travel habits and we made them aware that we did a lot of traveling together as a family which can be a real challenge given the dynamics and schedules of eight adults and six grandchildren. I believe they used that information to help convince us that traveling as a family would be so much easier as Presidential Reserve owners because of value-added upgrades. Examples given were we would have a travel agent/concierge assigned to our account and he/she would contact us shortly after we became members. Almost two years later we're still waiting for that call! Among other things, this person would also supposedly book and help coordinate our stays including having selected groceries brought to our unit if we so desired. Of course, we understood that we would have to pay any out of pocket expenses, but what a benefit when you are traveling to places like New York City which was about to become our new home base! We were also told we would now have access

to all Wyndham products which might be true, but certainly not on any priority basis. I know this first hand from having tried to book a Worldmark resort for the summer of 2020 and was told to call no earlier than eight months out and there would be a booking fee associated with the transaction. My take away from that conversation was them telling us to get in line! This slap in the face came after being told by your sales associates that as Presidential owners we would get just about any booking we wanted so long as we didn't wait until the last minute. This request was just short of twelve months out.

After hours of discussions and extreme pressure, we agreed to the deal. Wyndham was going to restructure our ownership including buying back one of our fixed weeks and we would end up with 1,297,000 points annually which were more than the 1,000,000 plus points we were accruing under Platinum ownership. The sales emphasis was priority and value-added services, not points. What we really got was a separate telephone number and nothing more for $25,000.00! Worldmark was already accessible to Platinum members for a fee up to eight months out just as it is for Presidential Reserve owners. It just seems to us that Wyndham has resorted to sales tactics that our offensive, deceitful, and bottom line dishonest, especially to their long term owners who have in some cases spent a good part of their life savings on promises that simply do not come to fruition. I believe Wyndham at one time was the Cadillac of the timeshare industry offering a fair value for a reasonable price, but that reputation is now long gone.

I also want to point out that less than fifteen hours after signing the Presidential Reserve contract, we received a call from one of the sales representatives asking if she could stop by our unit. I am confident the visit was a result of our obvious reluctance expressed continually the day before, and I'm sure her mission was to reassure us of our purchase and protect the teams' commissions. After exchanging small talk I point blank asked her what steps we would need to take that day if we had changed our minds and wanted out. Her tone of voice immediately changed and her answer to my question was that she was "not going to tell us anything along those lines." While that may sound funny on the surface, it is a very serious comment given that we are talking about a real estate transaction that occurred just hours before her comment.

We have a $91,000+ investment with Wyndham. We still owe over $110,000 over the next 10 years. For the grand total of $200,000+ when all said and done, we should be able to call book and go!!! No extra fees should be included for anything! This is all very upsetting to us as when you research Wyndham online, our $200,000+ investment is worth pennies! We combed over our contracts and there are some questions that we have for you when someone reaches out.

1. The Salepoint Owner Information sheet is not signed by us.
2. The Quality Assurance Checklist is not filled out by the QA.
3. The Warranty Deed has no stamp or seal from the notary.

4. 3 Reasons page is not in our handwriting.

Should all of these things be filled out? One would think that we should be leaving with a completed contract. We would like some clarification on these items. We did not include them as we believe you would have access to those contracts. If not, we would gladly supply them to you.

In current events, they speak of collusion and Wyndham demonstrates that behavior. The pattern of behavior from your sales team is clear and screams of collusion. This is what we expected from the company. Similar to getting your car fixed. You take it in with a problem, they fix it, and you drive off with a fixed car. Each time we have left a meeting, the timeshare was still dysfunctional. This was backed up by our experiences and YOUR sales team telling us that something was wrong at the next meeting. We will ask that our contracts are signed back over to you and our money be refunded to our account. There is no way you can come back and tell us any differently. If you have any questions please direct them to our email johnlitton32746@gmail.com. We will gladly clarify anything but do require everything in writing going forward.

We hope to hear from someone in a timely manner as we would like this cleared up by years end.

John Litton

Paulette Litton

From: **Diamond Resorts** <DoNotReply@m.diamondresorts.com>
Date: Fri, Apr 3, 2020 at 5:45 PM
Subject: An Important Message to Our Valued Members
To: <jonnilittp54@gmail.com>

DIAMOND Resorts

An Important Message to Our Valued Members

As we continue to closely follow the evolving situation around the coronavirus (COVID-19), our commitment to helping you remains. Following government mandates, we have made the tough decision to temporarily close some of our resorts around the world. And while our teams are committed to assisting everyone, our response times have, unfortunately, been delayed. We are reaching out to remind you that you have 24/7 access to your account information right at your fingertips.

You can access your account anytime by logging into the Member Area of DiamondResorts.com. Tip: Click "Register Here" if you don't already have a Username and Password. Once logged in, you will be able to:

- Verify your contact information
- Make payments
- Setup SurePay automatic payments
- Review reservations
- Search destinations
- View DiamondResorts.com/covid-19-update
- And more!

We ask that you login to the website today to verify your contact information, including your email address and phone numbers, so our teams can reach you with any important information. Post mail may be delayed due to unexpected shipping issues, and we want to ensure you always have updated information.

You can continue to make loan payments through our IVR system by calling us at **1.877.296.5137**. If you choose to complete payments over the phone, please know that you may experience longer wait times than normal. We appreciate your patience.

Here are a few additional ways you can contact us:

- For payment options, please call **1.877.296.5137**
- For questions related to these specific processes, please email:
    - Transitions: LossMitigation@diamondresorts.com
    - Foreclosures: Foreclosures@diamondresorts.com
    - Transfer of Ownership: InventoryRecovery@diamondresorts.com

Thank you for being a valued member. We appreciate your patience and understanding, and look forward to welcoming you home soon.

Thank you,
Financial Services Team

--------- Forwarded message ---------
From: **Diamond Resorts** <financialservicesnelp@notifications.diamondresorts.com>
Date: Wed, Apr 8, 2020 at 12:47 PM
Subject: Payment Reminder Service
To: <johnlitton64@gmail.com>

DIAMOND Resorts

2020-04-08

Reference Number: Account ending in ... 7785

Dear JOHN LITTON,

It's time to plan your next vacation! We want to remind you that we are here to help and have options for you to bring your past due account current, so that you can get back to enjoying your vacations.

We have several flexible and convenient options to help you bring your account current. Please take a moment to **call us now at 1-844-892-6554** and one of our team members will gladly discuss how we can help.

You may also service your account by calling our IVR at 800-205-7555.

Because vacations aren't a luxury - they're a necessity.

Sincerely,
Diamond Resorts Financial Services, Inc.

Facebook Twitter Instagram Pinterest Apple Android

Diamond Resorts™ 10600 West Charleston Boulevard, Las Vegas, NV 89135 USA.

---------- Forwarded message ---------
From: **Diamond Resorts** <financialservicehelp@notifications.diamondresorts.com>
Date: Wed, Apr 15, 2020 at 12:11 PM
Subject: Payment Reminder Service
To: <johnlitton64@gmail.com>

DIAMOND Resorts

2020-04-15

Reference Number: Account ending in ... 7785

Dear JOHN LITTON,

It's time to plan your next vacation! We want to remind you that we are here to help and have options for you to bring your past due account current, so that you can get back to enjoying your vacations.

We have several flexible and convenient options to help you bring your account current. Please take a moment to **call us now at 1-844-892-6554** and one of our team members will gladly discuss how we can help.

You may also service your account by calling our IVR at 800-205-7555.

Because vacations aren't a luxury - they're a necessity.

Sincerely,
Diamond Resorts Financial Services, Inc.

Facebook Twitter Instagram Pinterest Apple Android

Diamond Resorts™ 10600 West Charleston Boulevard Las Vegas, NV 89135 USA

---------- Forwarded message ---------
From: **Diamond Resorts** <financialservicesnelp@notifications.diamondresorts.com>
Date: Wed, Apr 22, 2020 at 12:20 PM
Subject: Payment Reminder Service
To: <jonnlitton64@gmail.com>

DIAMOND Resorts

2020-04-22

Reference Number: Account ending in ... 7785

Dear JOHN LITTON,

It's time to plan your next vacation! We want to remind you that we are here to help and have options for you to bring your past due account current, so that you can get back to enjoying your vacations.

We have several flexible and convenient options to help you bring your account current. Please take a moment to **call us now at 1-844-892-6554** and one of our team members will gladly discuss how we can help.

You may also service your account by calling our IVR at 800-205-7555.

Because vacations aren't a luxury - they're a necessity.

Sincerely,
Diamond Resorts Financial Services, Inc.

Facebook Twitter Instagram Pinterest Apple Android

Diamond Resorts™ 10600 West Charleston Boulevard, Las Vegas, NV 89135 USA

---------- Forwarded message ---------
From: **Diamond Resorts** <financialservicehelp@notifications.diamondresorts.com>
Date: Wed, Apr 29, 2020 at 5:02 PM
Subject: Payment Reminder Service
To: <jonnilitton64@gmail.com>

DIAMOND Resorts

2020-04-29

Reference Number: Account ending in ... 7785

Dear JOHN LITTON,

It's time to plan your next vacation! We want to remind you that we are here to help and have options for you to bring your past due account current, so that you can get back to enjoying your vacations.

We have several flexible and convenient options to help you bring your account current. Please take a moment to **call us now at 1-844-892-6554** and one of our team members will gladly discuss how we can help.

You may also service your account by calling our IVR at 800-205-7555.

Because vacations aren't a luxury - they're a necessity.

Sincerely,
Diamond Resorts Financial Services, Inc.

Facebook Twitter Instagram Pinterest Apple Android

Diamond Resorts™ 10600 West Charleston Boulevard Las Vegas NV 89135 USA

From: **Diamond Resorts** <financialserviceshelp@notifications.diamondresorts.com>
Date: Wed, May 6, 2020 at 12:45 PM
Subject: Payment Reminder Service
To: <johnlitton64@gmail.com>

DIAMOND Resorts

2020-05-06

Reference Number: Account ending in ... 7785

Dear JOHN LITTON,

It's time to plan your next vacation! We want to remind you that we are here to help and have options for you to bring your past due account current, so that you can get back to enjoying your vacations.

We have several flexible and convenient options to help you bring your account current. Please take a moment to **call us now at 1-844-892-6554** and one of our team members will gladly discuss how we can help.

You may also service your account by calling our IVR at 800-205-7555.

Because vacations aren't a luxury - they're a necessity.

Sincerely,
Diamond Resorts Financial Services, Inc.

Facebook Twitter Instagram Pinterest Apple Android

Diamond Resorts™ 10600 West Charleston Boulevard, Las Vegas, NV 89135 USA

WYNDHAM

Member Number 10525893
New Contract Number

Ownership Review

New Points Purchased Today	254,000	
Use Year/ Usage Period	Jan 1 - Dec 31	/ Annual
Inventory Purchased	NY PR	

Other Memberships and Enrollments

External Exchange Company	RCI	Other	
Internal Exchange Company	CLUB WYNDHAM Plus		
PlusPartners	yes		
Perks by Club Wyndham	yes		800-251-8736
Wyndham Rewards	yes		888-884-4321 - VIP
Club Pass	yes		
One Year Price Freeze	yes		

Today's Incentive CONSOLIDATE INTO PRESIDENTIAL RESERVE

Existing ownership - Points Summary

	Contract #	Points	Home Resort	Use Year
Existing Ownership(s)	118610864	154,000	FW	1/1
Ownership Traded Today	331410647	287,000	CWA	1/1
	118707652	154,000	FW	1/1
	401309380	448,000	CWA	1/1
Total Points for all Contracts*		1,297,000	PERMANENT VIP Level	Platinum
			Introductory VIP Level	

Your Financial Deposit Today

Equity Applied to Deposit from Traded Contracts Listed Above		$ 77,726.09
Additional Deposit Today (form of payments)	1 New Wyndham Rewards CC	$ 14,152.33
	2	$ -
	3	$ -
Total Deposit Applied to Contract Today		$ 91,878.42

Quality Assurance Only

Loan Summary

Total Loan Payment amount for total contract(s) NOT traded Today	$ 0.00
Loan Payment Amount for New Contract Today	$ 1637.42
Total Loan Payments for ALL Contracts**	$ 1637.42
Total Loan Balance with Wyndham on New Contract Today***	$ 120904.58
Total Loan Balance with Wyndham including contract(s) NOT traded today	$

Auto Pay yes Auto Pay Method personal CH/CC
First Payment Date on New Contract 01/12/18

CLUB WYNDHAM Plus Summary (Maintenance Fee)

Amount for total contract(s) NOT traded Today	$ 80.93
Amount for Today's Contract	$ 483.15
Total for All Contract(s)	$ 564.08

Auto Pay yes Auto Pay Method personal checking/CC
First Payment Date

Converting your Points to Maintenance Fees Option

Wyndham Rewards (Every other year - $99 Transaction Fee)	Earn up to:	$
Direct Conversion from Club Wyndham Points to Maintenance Fees (Annual option)	Earn up to:	$

Loan Obligations financed today through Wyndham Rewards Credit Card and/or PayPal Credit. $ 14152.33

I have reviewed and agree with the information noted above.

I agree that I will be a member of the programs noted above under "Your Other Memberships and Enrollments." (Certain programs may carry additional enrollment and renewal fees. Please refer to the disclosure documents for additional information.)

I have reviewed and understand the attached Buyer's Acknowledgment.

I agree that I will be a member of CLUB WYNDHAM Plus and that I have reviewed and agreed to the terms of the attached Assignment Agreement and Use Restriction.

I have reviewed and agree to abide by the terms and conditions of the Enrollment Agreement.

Owners Name — Wyndham Quality Assurance Signature

Owners Name — Wyndham Quality Assurance Print Name

Site Contact # — Site Contact Email

*Points total does not include existing Bonus Point contracts
**The actual amount may be lower if today's purchase is added to membership with existing contracts not traded
***Amount financed does not include any existing loan balances with any third party companies outside of today's purchase (i.e., PayPal Credit, Bill Me Later, Wyndham Rewards Credit Card)

WYNDHAM

Quality Assurance Review

Name(s): John C Litton and Paulette R Litton

Contract #: 00019-1720838

Address: 746 Keeneland Pike
Lake Mary, FL 32746 USA

Member #: 00010525893

Date: 11-28-2017

Phone Number: (407) 321-8203

Email Address:

Inventory Name: MIDTOWN 45 CONDOMINIUM

New Purchase Financial Details

Gross Purchase Price:	$ 288,000.00
Discount:	$ 75,566.00
Net Purchase Price:	$ 212,434.00
Processing Fee:	$ 349.00
Total Purchase Price:	$ 212,783.00
Down Payment Today:	$ 14,152.33
Trade Equity:	$ 77,726.09
Traded Contracts:	000331410647 000118707652 000401309380
Amount Financed:	$ 120,904.58
Term:	180
Interest Rate:	14.22%

Terms:	Option 1	Option 2
Additional Down	$ 3,873.93	$ 14,513.08
Down Payment %	45.00 %	50.00 %
Loan Payment	$ 1,542.77	$ 1,361.04
Interest Rate	13.69 %	13.11 %

Interest Free option if you pay the loan balance of $120,904.58 within 30 days of the date listed on your contract. See 30 Days Interest Free Certificate for additional details.

Club Wyndham Plus Maintenance Dues

Total Points - Today's Contract: 1,143,000

Points Based Assessment

Club Wyndham Plus Program Fee	$ 59.29
HOA Fee and Real Estate Taxes	$ 423.86
Total Assessment Amount	$ 483.16
Frequency	Monthly

Auto Pay Yes

First Payment Date 12-26-2017

I have reviewed and agree with the information noted above.

Owner's Signature: **John C Litton** Date NOV 28 2017

Owner's Signature: **Paulette R Litton** Date NOV 28 2017

Owner's Signature: Date

Owner's Signature: Date

Wyndham Vacation Resorts, Inc.

By:
Authorized Representative of Seller

Owner's Signature: Date

Owner's Signature: Date

Wyndham Vacation Ownership, Inc.
Quality Assurance Checklist

Purchaser Name: **John C Litton and Paulette R Litton** Sales Rep: **Chelsey Wilson**

Date of Sale: **11-28-2017** T/O: **Jennifer Claire Null**

Contract Number: **00019-1720838** Manager: **Ryan Sipe**

_____ Confirmed that the purchaser(s) were provided a copy of the Authorization to Obtain Credit Information (Credit Scoring Report) form.

_____ Confirmed purchaser(s) were provided a copy of the Wyndham Rewards/Barclays Credit Card Application and Credit Card Agreement and the Acknowledgement and Authorization form.

_____ Confirmed purchaser(s) were provided a copy of the PayPal Credit Application and Agreement and the Acknowledgement and Authorization form.

_____ FOR SALES IN HAWAII confirm that verbal cancellation notification was given to purchaser.

_____ Verified purchaser(s) identity based on government-issued photo ID.

SALES NOTES:

_____ QA Full Closing = Quality Assurance Officer completed all contract documents

_____ AQA Closing = Certified Acting QA completed all contract documents

_____ Mail out or other: (if other explain) _____

Describe below any sales concerns or questions that were clarified in the closing or other issue(s) of significance discussed with purchaser(s):

_____

_____

_____

_____

Was Sale Closed **Yes** _____ **No** _____

Video/Audio Recorded **Yes** _____ **No** _____

Was any purchaser born before 1940? **Yes** _____ **No** _____

Was a Tablet provided? **Yes** _____ **No** _____

_____ _____

Quality Assurance (Please Print Name) Quality Assurance Signature

Date: NOV 28 2017

Order Type:

barclays

Date/Time:

11/28/2017 12:19PM EST

Merchant Information:

Wyndham Vacation Resorts
19 Nashville

Customer Information:

JOHN LITTON
746 KEENELAND PIKE
LAKE MARY, FL 32746

Order Id	*Barclays Application Id*	*Authorized Amount*	*Result*
246016026	300000064763752	14500	ACCEPT

Order Type:

Credit Card - Sale

Date/Time:

11/28/2017 04:25PM EST

Merchant Information:

Wyndham Vacation Resorts
19 Nashville

Owner Information:

JOHN LITTON

, 32746

Order Id	*Contract Number*	*Invoice Id*	*Charge Code*	*Amount*	*Result*
246032342	000191720838		WVR Down Payment	$14,152.33	APPROVED
		Total Amount	$14,152.33		

Payment Method
Payment Account Number [redacted]

X _____

Signature of JOHN LITTON

Thank you for your business

Wyndham Vacation Resorts, Inc.
6277 Sea Harbor Dr.
Orlando, FL 32821

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	11-28-2017	Borrower	JOHN C LITTON AND PAULETTE R LITTON 746 KEENELAND PIKE LAKE MARY, FL 32746 USA	Loan Term	15 years
Closing Date	11-28-2017			Purpose	Purchase
Disbursement Date	11-28-2017			Product	Adjustable Rate
Settlement Agent	WYNDHAM VACATION RESORTS, INC.				
File #		Seller	WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821	Loan Type	☒ Conventional ☐ FHA ☐ VA ☐ _____
Property	733 3RD AVE 2ND FLOOR NEW YORK, NY 100170000			Loan ID #	00019-1720838
				MIC#	
Sales Price	$212,434.00	Lender	WYNDHAM VACATION RESORTS, INC. 6277 SEA HARBOR DR. ORLANDO, FL 32821		

Loan Terms

		Can this amount increase after closing?
Loan Amount	$120,904.58	No
Interest Rate	14.22%	Yes, it can increase by one half percent (1/2%) upon your discontinuance of the approved Auto Pay Plan. The maximum interest rate increase of one half percent (1/2%) will not increase above 14.72%.
Monthly Principal & Interest *See Projected Payments below for your Estimated Total Monthly Payment*	$1,637.43	Yes, it can increase upon your discontinuance of the approved Auto Pay Plan. The maximum monthly amount will not increase above $1,678.98.
		Does the loan have these features?
Prepayment Penalty		No
Balloon Payment		No

Projected Payments

Payment Calculation	15 years
Principal & Interest	$1,637.43
Mortgage Insurance	
Estimated Escrow *Amount can increase over time*	
Estimated Total Monthly Payment	$1,637.43

Estimated Taxes, Insurance & Assessments	$423.86 a month	This estimate includes	In escrow?
Amount can increase over time		☒ Property Taxes	No
See page 4 for details.		☒ Homeowner's Insurance	No
		☒ Other: Annual Maintenance Fee / Annual Dues	No
		See Escrow Account on page 4 for details. You must pay for other property costs separately.	

Costs at Closing

Closing Costs	$0.00	Includes **$0.00** in Loan Costs + **$0.00** in Other Costs – **$0.00** in Lender Credits. *See page 2 for details.*
Cash to Close	$14,152.33	Includes Closing Costs. *See Calculating Cash to Close on page 3 for details.*

Closing Cost Details

Loan Costs	Borrower-Paid At Closing	Borrower-Paid Before Closing	Seller-Paid At Closing	Seller-Paid Before Closing	Paid by Others
A. Origination Charges					
01 % of Loan Amount (Points)					
02					
03					
04					
05					
06					
07					
08					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
C. Services Borrower Did Shop For					
01					
02					
03					
04					
05					
06					
07					
08					
D. TOTAL LOAN COSTS (Borrower-Paid)					
Loan Costs Subtotals (A + B + C)					

Other Costs					
E. Taxes and Other Government Fees					
01 Recording Fees Deed $ 0.00 Mortgage $ 0.00 Release $ 0.00	$0.00				
02 State tax/Stamps Deed $ 0.00 Mortgage $ 0.00	$0.00				
03 Excise tax $					
04 Intangible tax $ 0.00	$0.00				
F. Prepaids					
01 Homeowner's Insurance Premium (mo.)					
02 Mortgage Insurance Premium (mo.)					
03 Prepaid Interest (per day from to)					
04 Property Taxes (mo.)					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance per month for mo.					
02 Mortgage Insurance per month for mo.					
03 Property Taxes per month for mo.					
04					
05					
06 Aggregate Adjustment					
H. Other					
01 Closing Fee (Paid to First American Title)	$0.00				
02					
03 Government Surcharge (Paid to Title Insurer)					
04 Owner's Title Policy (Optional)	$0.00				
05 Settlement Fee	$0.00				
I. TOTAL OTHER COSTS (Borrower-Paid)	$0.00				
Other Costs Subtotals (E + F + G + H)	$0.00				
J. TOTAL CLOSING COSTS (Borrower-Paid)	$0.00				
Closing Costs Subtotals (D + I)	$0.00				
Lender Credits					

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	$0.00	$0.00	Yes, see Total Closing Cost in Section J
Closing Costs Paid Before Closing	$0.00	$0.00	No
Closing Costs Financed (Paid from your Loan Amount)	$0.00	$0.00	No
Down Payment/Funds from Borrower	$0.00	$14,152.33	Yes, see Cash To Close
Deposit	$0.00	$0.00	No
Funds for Borrower	$0.00	$0.00	No
Seller Credits	$0.00	$0.00	No
Adjustments and Other Credits	$0.00	$0.00	No
Cash to Close	$0.00	$14,152.33	No

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K.	Due from Borrower at Closing	$212,783.00
1	Sale Price of Property	$212,434.00
2	Sale Price of Any Personal Property Included in Sale	
3	Closing Costs Paid at Closing (J)	$0.00
04		
	Adjustments	
05	Processing Fee	$349.00
06		
07		
	Adjustments for Items Paid by Seller in Advance	
8	City/Town Taxes to	
9	County Taxes to	
10	Assessments to	
11		
12		
13		
14		
15		
L.	Paid Already by or on Behalf of Borrower at Closing	$(198,630.67)
1	Deposit	
2	Loan Amount	$120,904.58
3	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	
	Other Credits	
06	Traded Equity	$77,726.09
07		
	Adjustments	
08		
09		
10		
11		
	Adjustments for Items Unpaid by Seller	
12	City/Town Taxes to	
13	County Taxes to	
14	Assessments to	
15		
16		
17		

CALCULATION

Total Due from Borrower at Closing (K)	$212,783.00
Total Paid Already by or on Behalf of Borrower at Closing (L)	$(198,630.67)
Cash to Close ☒ From ☐ To Borrower	**$14,152.33**

SELLER'S TRANSACTION

M.	Due to Seller at Closing	$212,783.00
1	Sale Price of Property	$212,434.00
2	Sale Price of Any Personal Property Included in Sale	
03		
04		
05	Processing Fee	$349.00
06		
07		
08		
	Adjustments for Items Paid by Seller in Advance	
9	City/Town Taxes to	
10	County Taxes to	
11	Assessments to	
12		
13		
14		
15		
16		
N.	Due from Seller at Closing	
1	Excess Deposit	
2	Closing Costs Paid at Closing (J)	
3	Existing Loan(s) Assumed or Taken Subject to	
4	Payoff of First Mortgage Loan	
5	Payoff of Second Mortgage Loan	
06		
07		
08	Seller Credit	
09		
10		
11		
12		
13		
	Adjustments for Items Unpaid by Seller	
14	City/Town Taxes to	
15	County Taxes to	
16	Assessments to	
17		
18		
19		

CALCULATION

Total Due to Seller at Closing (M)	$212,783.00
Total Due from Seller at Closing (N)	
Cash ☐ From ☒ To Seller	**$14,152.33**

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☒ will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☒ does not have a demand feature.

Late Payment

If your payment is more than 10 days late, your lender will charge a late fee of $10.00 or 1% of the amount that is late, whichever is greater.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☒ do not have a negative amortization feature.

Partial Payments

Your lender

☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.

☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.

☐ does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in MIDTOWN 45 CONDOMINIUM, located at 733 3rd Ave, 2nd Floor, New York, NY 100170000.

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

☐ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

☒ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1	$5,086.35	Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	$294,737.40
Finance Charge. The dollar amount the loan will cost you.	$173,832.82
Amount Financed. The loan amount available after paying your upfront finance charge.	$120,904.58
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	14.220%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	143.78%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at **www.consumerfinance.gov/mortgage-closing**

Other Disclosures

Appraisal
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
See your note and security instrument for information about
- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.

☐ state law does not protect you from liability for the unpaid balance.

Loan Acceptance
You do not have to accept this loan because you have received this form or signed a loan application.

Refinance
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	WYNDHAM VACATION RESORTS, INC.				WYNDHAM VACATION RESORTS, INC.
Address	6277 Sea Harbor Dr. Orlando, FL 32821				6277 Sea Harbor Dr. Orlando, FL 32821
NMLS ID					
__ License ID					
Contact					
Contact NMLS ID					
Contact __ License ID					
Email					
Phone	(800) 251-8736				(800) 251-8736

WYNDHAM

CONGRATULATIONS!

Date: **11-28-2017**

Contract #: **00019-1720838**

Owner Name(s) **John C Litton and Paulette R Litton**

Wyndham Representative: **Chelsey Wilson**

At Wyndham, we continually strive to improve our product and customer experience. Owner feedback is one of our most valuable tools to identify areas for improvement and growth. Additional comments are also appreciated. Thank you in advance for your valuable contribution.

Benefits Relating To Our Decision To Purchase With Wyndham Vacation Ownership Today

1. NY Residential Reserve.
2. Benefits of Education
3. Concierge.

Future Vacation Plans

-N/A-

Additional Comments:

Thank you for sharing your experience today. We look forward to helping you and your family plan many fun-filled and memorable vacations with us, and to providing you with our signature Count on Me! service every time.

No. WVO 0005A/Rev. 7-16

John C Litton
746 Keeneland Pike
Lake Mary, FL 32746-3951

SEMINOLE P&DC 328
FRI 26 JUN 2020 PM

Office of the Attorney General
Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

Office of the Attorney General

Por favor llene el formulario de contacto y envíelo al:
Office of Attorney General Ashley Moody
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

CS/TS

Florida Attorney's General Office

JUN 30 2020

Citizen Services

Formulario de Contacto del Consumidor

SE REQUIRE completar la información de contacto dado que mantendremos correspondencia a través del Servicio Postal de los Estados Unidos. Los formularios incompletos no serán procesados. POR FAVOR ESCRIBA LEGIBLEMENTE. Soló una empresa por formulario de queja.

Nombre de la persona que presenta la queja o reclamación:

Srta./Sr./Sra. Reyes Janeth
Apellido, Nombre, Inicial

14086 Avenue of the groves
Dirección Postal

Winter Garden, Fl.
Ciudad, Condado

Florida 34787
Estado, Código Postal

Teléfono de la residencia y del trabajo (Incluyendo el código de área)
407-8830070

Correo Electrónico yonareyes@gmail.com

Queja o reclamación contra:

Nombre de la Firma o Compañía
Diamond Resorts International Club, Inc a Florida Corporation

Dirección Postal
10600 West Charleston Boulevard

Ciudad, Condado
Las Vegas

Estado, Código Postal Nevada, 89135

Teléfono del negocio (Incluyendo el código de área)
18002057555 18774836787

Correo Electrónico del negocio y dirección del portal electrónico
DiamondResorts.com
financialservices help@notifications.diamondresort.com

Producto o servicio en cuestión: tiempo compartido Cantidad de dinero pagad: _____

Fecha de la transacción: _____ ¿Cómo fue contactado?: Teléfono X Correo electrónico ____ Otra Manera ____

¿Lo está representando un abogado en este asunto? Sí ☐ No ☒

¿Firmó usted un contrato u otros documentos, tales como, estimados, facturas o documentos que apoyan su queja o reclamación?

Sí ☒ No ☐

Si usted ha presentado una queja o reclamación ante cualquier otra agencia gubernamental y/o del consumidor sobre este asunto, por favor, dé los nombres de las agencias: _____

ADJUNTE COPIAS DE LOS DOCUMENTOS O PRUEBAS QUE APOYEN SU QUEJA.
NO ENVIE LOS ORIGINALES

Nota:
1. Todos los documentos y adjuntos sometidos con esta queja o reclamación están sujetos a inspección pública conforme al Capítulo 119 de los Estatutos del Estado de Florida.
2. Aquel que con conocimiento haga una declaración falsa por escrito con la intención de engañar a un funcionario público en el desempeño de sus deberes oficiales será culpable de un delito menor de segundo grado, que puede ser castigado según las leyes 775.082, 775.083, o 837.06 de los Estatutos de la Florida.

Por favor indique si usted tiene más de 60 anos. Las sanciones pueden ser aumentadas por hacer victimas a personas mayores de 60 anos.

Sí ☒ No ☐

(POR FAVOR UTILICE EL OTRO LADO DE ESTA FORMA PARA DESCRIBIR SU QUEJA Y FIRME.)

Describa la naturaleza de su queja o reclamación. Adjunte páginas adicionales si es necesario.

Queremos presentar una queja respecto a una venta de tiempo compartido la cual inicio en el año 2009 con Island One y luego con Diamond Resort en el año 2018 Todo base de mentiras y engaños.

Personalmente como persona mayor de 60 años creo que ese es un factor que ellos aprovechan también.

Creo encontrarán toda la información necesaria.

Les rogamos el favor de ayudarnos y orientarnos para poderno salir de este contrato o contratos basados en mentiras.

Mi firma autoriza a la Oficina de la Procuradora General a tomar las medidas que estime necesarias para la investigación o el cumplimiento de la ley. Entiendo que la Procuradora General no representa a los ciudadanos privados en el reembolso de su dinero u otros recursos personales. Estoy presentando esta queja o reclamación para notificar a la oficina de las actividades de esta empresa para que se pueda determinar si aplica la ley o se justifica acción legal.

Firma: [illegible] Fecha: 06-23-2020

En el año 2009 adquirimos una propiedad en el Likitiki Resort ubicado en Kisimmee, Florida, de una semana en tiempo compartido a través de ISLAND ONE de un programa que se llamaba Navigo Explorer transacción que fue financiada por la entidad KORSHAK Y ASSOCIATES, P.A. , comprometiéndonos a realizar pagos mensuales por $126 dólares aproximadamente por 8 años, los cuales realizamos a cabalidad hasta el año 2019, es decir 10 años después y no 8 como en principio nos dijeron y faltando unos cuantos meses para supuestamente terminar de pagar, empezamos a recibir llamadas del Diamond Resort informándonos que ahora ellos eran propietarios del Likitiki y que tenían una propuesta para nosotros si quisiéramos hacer un upgrade y así poder accesar a todos los hoteles de ellos a lo que dijimos que no varias veces. Ellos siguieron insistiendo en sus llamadas y una de esas llamadas yo pregunté si realmente eso era un upgrade que tuviéramos mas oportunidad de realmente usar esa inversión que hasta la fecha casi no habíamos usado pues siempre que tratábamos de reservar no había disponibilidad y al año siguiente entonces ya se habían vencido las fechas y perdíamos la opción de reservar y la respuesta fue siempre SÍ, y bueno, finalmente accedimos a ir a la reunión, la cual se realizó en el MYSTIC DUNES RESORT en Celebration. Al llegar nos recibió un señor americano quien nos dijeron era uno de los jefes de Diamond Resort y no hablaba español. Nosotros en nuestro Inglés que no es muy bueno le dijimos que no podíamos quedarnos en una reunión en ingles pues no íbamos a entender el 100% a lo que nos dijeron que no había problema y unos 20 minutos después llegó una señora que hablaba español perfectamente y nos quedamos a la reunión. Durante el transcurso de la reunión preguntamos constantemente si lo que nos ofrecían correspondía a un upgrade o que si estaban intentando vendernos algo y la respuesta en todo tiempo fue que era un upgrade a lo que ya teníamos.
La reunión duró más o menos 4 horas las cuales transcurrieron en medio de ofrecimientos como cruceros gratis, descuentos aquí y allá que al final no eran ciertos pues posteriormente intentamos reservar el famoso crucero gratis y nos tocaba pagar $400.00 por supuestos taxes.

La señora que nos atendió nos empezó a hablar de puntos y que el upgrade consistía en tener más puntos y siempre le preguntamos si era un mejoramiento de lo que teníamos y la respueta siempre fue SÍ Y QUE EL OTRO CONTRATO QUEDARÍA SIN VALIDEZ y empezaría a regir lo nuevo que firmáramos ese día si nos decidíamos , y nos hizo un estimado de lo que cambiaría la mensualidad y nos dio un valor de $167 dolares aproximadamente, lo que ella pensaba que era muy bueno pues en vez de pagar $126 íbamos a pagar un poco más pero con muchos beneficios más también como poder reservar en cualquier hotel de Diamond Resort y simplemente escoger cualquier Resort y pasar el día en las instalaciones sin ningún inconveniente, lo que posteriormente resultó ser mentira.

Ante tantas maravillas decidimos firmar, sin antes volver a preguntar a la señora, al Jefe americano y al señor que nos trajo los documentos para firmar si eso era un Upgrade al contrato que teníamos y los tres nos dijeron que sí.

Al pasar el primer mes después de firmar el nuevo contrato nos descontaron automáticamente el nuevo monto incluído el upgrade, es decir $167 dólares y con gran sorpresa también nos descontaron los $126 del pago del anterior contrato. Inmediantamente intenté comunicarme con el departamento de finanzas de Diamond Resort hasta que finalmente me contestaron y me dijeron que teníamos dos deudas con ellos la del Likitiki que teníamos que terminar de pagar pues había un saldo vigente y la nueva deuda adquirida por la suma de $10.033 Equivalente a los 2.000 puntos que habíamos comprado recientemente y que eso no tenía nada que ver con el Likitiki ni tampoco había sido un Upgrade, es decir, nos mintieron todo el tiempo y nos vendieron unos puntos que no sirven para nada pues nunca hay disponibilidad y nos dicen que es muy poquito para reservar y fue cuando nos dimos cuenta que nos habían engañado vilmente y que el famoso upgrade no existía, simplemente nos hicieron firmar un contrato en un idioma que no entendemos y que significó una compra nueva a base de engaños y falta de honestidad por parte de ellos.

De acuerdo a lo anterior les pedimos nos ayuden a cancelar ese segundo contrato, pues fue hecho de una manera tramposa y deshonesta y que al menos el dinero que les dimos a ellos sea aplicado al contrato anterior que teníamos en el momento en que ellos nos contactaron.

Nosotros no somos una familia con ingresos altos como para ponernos a pagar cosas que ni siquiera existen, como puntos, simplemente queríamos tener un lugar de vacaciones a donde por lo menos una vez al año pudiéramos llevar a nuestros nietos y compartir con ellos.

Por esta situación vivida y también por la difícil situación que vive el mundo entero en este momento, acudimos a su buena voluntad y buen juicio para que nos extiendan sus manos de ayuda y asesoría y nos ayuden con las herramientas necesarias para nuestro caso.

Respetuosamente,

JANETH REYES FRANCISCO J. VALENCIA

Diamond Resorts Financial Services, Inc.
10600 W Charleston Blvd.
Las Vegas, NV 89135

DIAMOND RESORTS
INTERNATIONAL®
Stay Vacationed.

YEACT ▲ 072207
VALENCIA PLAZA, FRANCISCO J
14086 AVENUE OF THE GRVS
WINTER GARDEN FL 34787-6378

February 10, 2020

Re: Loan Number 0026211994

Dear VALENCIA PLAZA, FRANCISCO J & REYES, JANETH,

Please find below the annual summary of activity that occurred during 2019 with regard to your vacation ownership loan serviced by Diamond Resorts Financial Services, Inc.

Please retain this statement for your personal records.

Annual Summary of Vacation Ownership Loan

Balance on Jan. 1, 2019 OR Start of Loan	Principal Paid in 2019	Interest Paid in 2019	Balance on Dec. 31, 2019	Loan Status on Dec 31, 2019
$8,500.04	$401.53	$1,497.11	$8,098.51	Active

If you have any questions, please contact your member/owner services team.

Sincerely,

Diamond Resorts Financial Services, Inc.

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **28th day of January, 2018** between **FRANCISCO JAVIER VALENCIA PLAZA and JANETH REYES** ("**You**") and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond**"). Diamond's address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135. Refer to the Second Amended and Restated Declaration for Diamond Resorts U.S. Collection ("**Declaration**") for the meaning of capitalized terms.

Diamond agrees to sell and You agree to purchase a timeshare interest or "**Membership**" in the Diamond Resorts U.S. Collection ("**Collection**"). Your Membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), includes the following Points

Points: 2000 **Initial Use Year:** 2018

HERE ARE THE BASIC PURCHASE TERMS AND AN ITEMIZATION OF THE AMOUNT FINANCED

1.	Purchase Price of Membership: (**"Purchase Price"**)		$10,033.00
2.	Initial Cash Deposit:	$1,600.00	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to Diamond as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	$0.00	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade in value: (line a minus line b)	$0.00	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before: _____	$0.00	
	b. On or before: _____	$0.00	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		$1,600.00
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		$8,433.00
8.	Financed Closing Costs payable to_____		$351.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): **("Unpaid Balance")**		$8,784.00
10.	Current Outstanding Principal Balance plus Accrued but Unpaid Interest Due on Existing Timeshare Interest:		$0.00
11.	Total Amount Financed or Due in Cash at Closing (line 9 plus line 10): **("Unpaid Balance")**		$8,784.00

Closing Costs

A.	Closing Costs to Diamond	$40.00
B.	Closing Costs to You	$351.00
C.	Total Estimated Closing Costs	$391.00

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): You will be billed for Assessments separately by the Association	858.00

You agree to pay the Unpaid Balance in U.S. currency by the following method

☒ Financing by Diamond o Credit Card Type _____ Number _____ Expiration Date _____

You must pay all charges related to receiving financing. These charges are described in the Truth-in-Lending Disclosure Statement.

Monthly Payment Method:

o Statement o SurePay (Credit or Debit Card) ☒ SurePay (Checking or Savings Account)

Enrollment in THE Club Exchange Program:

I elect ☒ to join o to not join THE Club exchange program. See Section 4 below for additional details

YOUR PROMISES AND ACKNOWLEDGMENTS

You make the following promises and acknowledgments by signing this Agreement:

1. You received the Collection Instruments and state timeshare disclosure documents and attached exhibits, which are all considered part of this Agreement. You will be bound by, and comply with, the terms of these documents.
2. You received a completed Truth-in-Lending Disclosure Statement before signing this Agreement.
3. All information You submit to Diamond to receive Financing is accurate.
4. You are purchasing the Membership for your personal use and enjoyment. You are not purchasing the Membership as a financial investment or for financial returns of any kind, including through resale, refinancing, tax advantages, or appreciation or depreciation. Diamond has not made any promises about such benefits.
5. Neither You nor your relatives own more than 10 Memberships in the Collection.
6. You may not use the Collection Accommodations for any commercial purpose, including commercial rental activities. Commercial rental activities include using the Internet or other media to advertise rental opportunities.
7. The persons signing this Agreement are legally capable and authorized to do so.

TERMS AND CONDITIONS

1. Timeshare Program. Points are the currency of use in the Collection. Points are allotted annually and allow you to reserve Use Periods in available Collection Accommodations. Your Membership is a "right-to-use" timeshare interest and does not expire. You will not receive a deed to real property. To use your Points You must make reservations according to the Rules and Regulations, which along with the other Collection Instruments, Diamond has the right to modify. Reservations are granted on a "first-come, first-served," space-available basis. You will not have the guaranteed right to reserve or use any particular Use Period or Collection Accommodation.

2. Maintenance Fees. You must pay Assessments (also known as "Maintenance Fees") annually to the Association for as long as you own your Membership. The amount of the Maintenance Fees will increase annually to maintain the quality of the Collection's resorts. These annual increases are subject to the limits described in the Collection Instruments. If You do not timely pay all Maintenance Fees and any other amounts owed, You may be prohibited from making a reservation, using a Collection Accommodation, or exercising any other rights of Membership. Continued failure to pay Maintenance Fees will also result in the loss of your Membership. You must pay Maintenance Fees even if you do not use the Collection Accommodations.

3. Transfers and Resale of Membership. You must receive approval from the Association and pay a transfer fee before you sell or transfer your Membership. The Association may deny a transfer of Your Membership to another if the buyer is a known or suspected fraudulent Person or is delinquent in the payment of any fees to Diamond or the Association. A transfer fee will apply for approved transfers. Diamond does not currently offer a resale, buyback or rental program. No transfer fee will apply if your Membership passes to an heir or beneficiary upon your death.

4. Exchange Companies. You may voluntarily elect to enroll in THE Club exchange program, at which time You are required to pay THE Club fees. THE Club is operated by Diamond Resorts International Club, Inc. ("DRIC"). Dues for THE Club may be collected together with your Maintenance Fees. DRIC must consent to any transfer of membership in THE Club. Transfer of your Collection Membership does not transfer your membership in THE Club without the written consent of DRIC. THE Club is currently affiliated with Interval International, Inc. ("Interval") and as a member of THE Club You currently have access to Interval's exchange services. Exchanges through Interval are subject to Interval's conditions and fees. Diamond does not control or make any representations about Interval, or any other exchange programs, including current or future exchange services and the cost, or availability of any exchange program. If You elect not to join THE Club, You will not have access to the additional resorts that are or may become affiliated with THE Club and with Interval, and will be limited to use of only the component sites included in the Collection.

5. Financing of Purchase Price. Subject to Diamond's approval, You may pay for your Membership through credit from Diamond ("Financing"). You must sign and deliver an installment Promissory Note (the "Note") payable to Diamond for the Unpaid Balance. If requesting Financing, You authorize Diamond to check your credit, including through a consumer reporting agency. You may be prohibited from making a reservation or using a Collection Accommodation, or exercising any other rights you would otherwise have, unless You timely pay all amounts due under the Note.

6. Third-Party Timeshare. If You relinquish a timeshare interest in another timeshare resort ("Third-Party Timeshare") as partial payment for your Membership, You agree to sign and deliver a deed or other instrument acceptable to Diamond, conveying all of your interest in the Third-Party Timeshare to Diamond or a party designated by Diamond, free and clear of any debt not expressly approved by Diamond ("Deed-transfer"). Diamond may record the Deed-transfer at Closing (described in Section 18 below). Until Closing occurs, You are responsible for all obligations related to the Third-Party Timeshare, including paying assessments and fees ("Third-Party Timeshare Obligations"). If the Closing doesn't happen, the Deed-transfer will be cancelled and returned to You, and You will remain responsible for the Third-Party Timeshare Obligations.

7. Escrow. All payments made to Diamond before Closing will be held in escrow in a non-interest bearing account by First American Title Insurance Company ("Escrow Agent") according to a Master Escrow Agreement. You expressly waive any right to earn interest on the escrow account. Escrow Agent's address is 400 S. Rampart Boulevard, Suite 290, Las Vegas, Nevada 89145. Escrow Agent will hold all funds until Closing or this Agreement is cancelled.

8. Closing. "Closing" is the date when all of the following have occurred: (I) any cancellaion period has expired and You have not exercised your right to cancel in writing; (I) You and Diamond have signed all documents needed to transfer the Membership to You; and (iii) Diamond has received from You either (a) a signed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds. You agree to execute any further documents necessary and to otherwise cooperate to effectuate the Closing and fulfill the purposes of this Agreement, the Note, and the Deed-Transfer (as applicable). Upon Closing, the Association will place your name in the Register of Members and give You a Points Certificate. If Closing has not happened within one year after this Agreement is signed or You have exercised your right to cancel this Agreement, Diamond will order Escrow Agent to refund any funds held on Agreement your behalf, without interest, to You. Cancellation terminates this Agreement in its entirety.

9. Security Interests. You grant to Diamond a security interest and lien on all of your interest and rights in the Membership (the "Security Interest"). This Security Interest is granted to secure your performance under the Note, this Agreement, and the Collection Instruments. You irrevocably authorize Diamond, as a secured party, to file any financing statement, continuations, or amendments necessary or desirable to perfect, preserve, and protect the Security Interest.

10. Jointly and Severally Liable. If two or more individuals purchase a Membership together, then ownership is as joint tenants with rights of survivorship, and not as tenants-in-common. Everyone who purchases a Membership must keep all of the obligations made in this Agreement. Diamond can enforce its rights against each purchaser separately.

11. Diamond's Obligations. You agree that immediately after Closing, Diamond will have no obligations or liabilities under this Agreement. After Closing, you must look to the Association and the Manager to fulfill or maintain your rights as a Member of the Collection.

12. Indemnity. You agree to indemnify and hold Diamond harmless from and against all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) connected to You defaulting in any of the obligations of this Agreement, the Note, or the Collection Instruments.

13. **NO WARRANTIES. DIAMOND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DIAMOND EXPRESSLY DISCLAIMS, AND YOU IRREVOCABLY WAIVE, EACH OF THE FOREGOING WARRANTIES.**

14. Default by You.

14.1 Event of Default. You are in default if any of these things happen:

(i) You do not pay Diamond any amounts due under this Agreement, the Note or the Collection Instruments and You do not cure this failure within 10 days after You receive written notice of nonpayment.

(ii) You do not fulfill any other obligation in the Note, this Agreement or any of the Collection Instruments and You do not cure this failure within 30 days after You receive written notice about your failure; or

(iii) any information You have provided in the Note, this Agreement or any written statement given to Diamond or the Association is false or misleading.

14.2 Your Default before Closing. If You default prior to Closing and do not cure such default on or before Closing, Diamond can immediately terminate this Agreement and all of your rights in this Agreement. After termination, Diamond will keep (or cause Escrow Agent to give to Diamond) all money You paid under this Agreement as liquidated damages and not as a penalty.

14.3 Your Default after Closing. If You default after Closing and do not cure the default within the applicable time period, Diamond (or its successor or assign) may

(i) give you written notice that your Membership will be terminated and then terminate your Membership; (including any existing reservations) within 60 days of the date of the notice and keep all amounts paid as liquidated damages and not as a penalty;

(ii) declare all amounts due under the Note and this Agreement immediately due and payable;

(iii) enforce the Security Interest against your Membership according to Article 9 of the UCC and applicable law; and

(iv) pursue any other remedy available. Diamond may pursue any or all of these remedies; the exercise of one right or remedy does not exclude any other rights or remedies available.

15. Default by Diamond. If Diamond does not comply with the material provisions of this Agreement, then Diamond's only obligation is to refund or cause Escrow Agent to refund to You all payments previously made under this Agreement, without interest. After such refund is made, this Agreement is automatically cancelled , and all rights and obligations in this Agreement immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO YOU, AT LAW OR IN EQUITY.**

16. **ARBITRATION PROVISION ("Provision").**

16.1 Arbitration of Claims. Any Claim (defined in Section 26.2 below) between You and Diamond, whether preexisting, present or future, arising from or relating to this Agreement or the Collection shall, at the election of either party, be arbitrated on an individual basis before JAMS (www.jamsadr.org, 1-800-352-5267) pursuant to its Streamlined Rules. If JAMS cannot serve and the parties cannot agree on a substitute, the American Arbitration Association ("AAA," www.adr.org) shall serve as the arbitration body for the Claim. The Federal Arbitration Act ("**FAA**"), 9 U.S.C. § 1, et seq., shall govern the interpretation and enforcement of this Provision. A single neutral arbitrator shall be appointed. The arbitrator shall follow applicable substantive law consistent with the FAA, apply applicable statutes of limitations, honor valid claims of privilege, and issue a written reasoned decision which will be final and binding except for any review under the FAA. The arbitrator may award all remedies that would apply in an individual court action (subject to constitutional limits that would apply in court). Any in-person hearing will be held in Clark County, Nevada unless otherwise agreed. If you initiate an individual arbitration, Diamond will pay all administrative and arbitrator fees exceeding $250. Solely for purposes of this Provision, "**Diamond**" also means Diamond's parent companies, subsidiaries and affiliates; Diamond's and their employees, officers and directors; and any other person or entity named as a defendant or respondent in a Claim by You against Diamond. "**You**" also means your heirs, successors and assigns.

16.2 Claims. "Claim" shall be broadly construed and includes, without limitation, disputes concerning: purchase, financing, ownership or occupancy; breach, termination, cancellation or default; condition of any Collection Accommodation; THE Club or other exchange programs; reservations, points or rewards programs; applications and personal information; marketing or sales solicitations, representations, advertisements, promotions or disclosures; and collection of delinquent amounts and the manner of collection. "Claim" also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, Uniform Commercial Code, regulation, ordinance, common law and equity. "Claim" does not include: (i) disputes about the validity, enforceability, coverage or scope of this Provision or any part thereof, which are for a court to decide, provided that disputes about the validity or enforceability of this Agreement as a whole are for the arbitrator to decide; (ii) any individual action by You in small claims or an equivalent court, unless that action is transferred, removed or appealed to a different court; or (iii) Diamond's use of judicial or non-judicial relief to enforce a security agreement, relating to the Membership. The institution and maintenance of any such action shall not waive any party's right to compel arbitration of any other Claim subject to arbitration, including, without limitation, the filing of a counterclaim in a suit brought by Diamond. In any such action commenced by Diamond, you may assert any cognizable defense permitted by applicable law which does not seek any form of affirmative relief from Diamond, including, without limitation, damages.

16.3 Class Action Waiver. **If a Claim is arbitrated or would be arbitrable under section 16.2, neither You nor Diamond will have the right to (i) participate in a class action in court or in arbitration, either as a class representative or class member, (ii) act as a private attorney general in court or in arbitration, or (iii) join or consolidate Claim(s) with claims of any other person or entity. The arbitrator shall have no authority to conduct any class, private attorney general or multiple-party proceeding or to issue any relief that applies to any person or entity except You and Diamond individually.**

16.4 Application of the Provision. An arbitration award may be enforced in any court with jurisdiction. This Provision shall survive the breach, cancellation, termination or rescission of this Agreement, and any bankruptcy to the extent permitted by law. This Provision governs if it conflicts with the Agreement or the arbitration rules. If any part of this Provision other than the Class Action Waiver is declared unenforceable, the remainder shall be enforceable. If the Class Action Waiver is declared unenforceable in a proceeding between You and Diamond, without impairing the right to appeal such decision, this entire Provision (except for this sentence) shall be null and void in such proceeding.

16.5 Right to Reject Arbitration Provision. You may reject this Provision by sending Diamond a written notice which gives your name and Agreement number with a statement that you reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to 10600 West Charleston Blvd., Las Vegas, Nevada 89135, Attn: Arbitration Rejection Notice. A rejection notice must be signed by you and received by Diamond within thirty (30) days after the date of this Agreement. Rejection of arbitration will not affect any other term of this Agreement.

16.6 **Your Acknowledgement. You have read, understand and voluntarily agree to this Arbitration Provision and acknowledge that if a Claim is arbitrated or is arbitrable, You will have no right to have a court or jury trial or participate in a class action.**

17. Additional Important Information.

No Other Agreements	This Agreement is the only agreement that governs the purchase of your Membership, and supersedes and replaces all prior negotiations, agreements, and understandings, both oral and written. No amendment to or modification of this Agreement is valid without the written approval of Diamond's legal counsel.
otices	You must give all notices in writing. Notices to you may be made either in person, by telephone, electronic mail, or writing. Written notices may be delivered, emailed or mailed, to each party at its address shown in this Agreement, or other address provided. A written notice is considered given and received when delivered, or emailed, or 3 business days after it is deposited into the mail, properly addressed. If multiple individuals own this Membership, notice to one of you is considered notice to all of you. If you are a corporation or entity, notice to you may be made to any corporate officer or general partner.
Governing Law; Waiver of Jury Trial	This Agreement is governed by Nevada law without regard to Nevada's choice of law rules. You must bring any legal action in Clark County, Nevada. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY FOR A LEGAL ACTION ARISING UNDER THIS AGREEMENT.**
Assignment	Your Membership cannot be sold, assigned, transferred, conveyed, or encumbered except as this Agreement allows. You cannot assign your rights under this Agreement and Note without Diamond's written consent, which Diamond may withhold. Diamond may assign its rights under this Agreement.
Severability	The terms of this Agreement are severable. The invalidity of any term of this Agreement does not affect any other term of this Agreement.
Credit Reporting	We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
Miscellaneous	This Agreement is effective as of the date You sign and any cancellation period begins on the date you sign. This Agreement may be signed in counterparts. No provision is waived by failure of a party to enforce it. You give Diamond the right to correct any clerical or other non-material errors in this Agreement or related documents. The captions in this Agreement are for informational purposes only.

18. Electronic Transactions.

18.1 Electronic Signatures and Copies. This Agreement, together with all related documents and instruments to be signed You and Diamond, may be executed electronically or manually. Execution may be completed in counterparts (including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically), which together constitute a single agreement. As between You and Diamond, any copy of this Agreement (including a copy printed from an image of this Agreement that has been stored electronically) shall have the same legal effect as an original.

18.2 Transferable Record. If Diamond is providing Financing to You and You sign an electronically created Note (the "eNote") using an electronic signature, You agree that the eNote will be a "transferable record" under the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

18.3 Provenance. Diamond shall upload all applicable electronically executed documents or instruments, including without limitation this Agreement and any eNote, to Diamond's electronic vault hosted by eOriginal, Inc. or a similar vendor (the "Original Vault"). If any document or instrument is manually executed, Diamond may, in its discretion, convert the tangible record of the document or instrument into electronic form and cause the electronic version to be uploaded to the Original Vault. Collectively, any document or instrument uploaded to the Original Vault shall be referred to as a "Vaulted Document." For purposes of establishing security interests or rights in, or title to, any Vaulted Document, You and Diamond agree as follows

(a) no original, tangible, or manually executed Vaulted Document will be the authoritative copy, original, or transferable record of the Vaulted Document;

(b) except as expressly provided in subsection (e) below, possession of a tangible, manually executed original, transferable record or copy of the Vaulted Document will not perfect or prove any security interest, or establish title to or any other right;

(c) the sole authoritative copy and transferable record of any Vaulted Document will be the one uploaded into the Original Vault (the "Authoritative Copy");

(d) at Diamond's or its successor's discretion, the Authoritative Copy of any Vaulted Document may be printed and marked or designated by Diamond or such successor as the tangible Authoritative Copy of the Vaulted Document; and

(e) no person or entity (including, without limitation, any lender, subsequent assignee or purchaser, custodian or trustee of any Vaulted Document) will have rights in, title to or a security interest in such Vaulted Document, unless such person or entity can demonstrate that it has possession or control of the Authoritative Copy of the Vaulted Document (whether in tangible or electronic form) whose provenance can be established to the initial authoritative copy first uploaded to the Original Vault.

18.4 Rights to Vaulted Documents. Any person who asserts or attempts to gain title to or a security interest or rights in, any Vaulted Document by any procedure except as provided above, including by possession of a tangible, manually executed original or copy or an electronic, non-authoritative copy of such Vaulted Document, violates the rights of Diamond and any subsequent assignee.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

(Section 19, the Truth in Lending Disclosure (if financed) and Signature Page Follows.)

19. **STATE SPECIFIC PROVISIONS:**

19.1 Refund Upon Cancellation. In the event that You cancel this Agreement during a 10-day Cancellation Period, Diamond will refund or cause Escrow Agent to refund (whichever is applicable) to You the total amount of any and all payments made by You under this Agreement and such refund shall be made by Diamond or Escrow Agent within twenty (20) calendar days after Diamond's actual receipt of your written notice of cancellation, or within five (5) calendar days after Diamond's or Escrow Agent's receipt of funds from your cleared check, whichever is later

19.2 Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

19.3 Public Offering Statement. **Diamond is required to provide the managing entity of the multisite timeshare plan with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the managing entity for inspection as part of the books and records of the plan.**

19.4 Rescission Rights. **You may cancel this contract without any penalty or obligation within 10 calendar days after the date you sign this contract or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this contract, you must notify the Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services at 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

This Agreement is made and entered into this **28th day of January, 2018.**

PURCHASER:

X
Signature: **Francisco Javier Valencia Plaza**

Street Address: **14086 Avenue Of The Groves**
City, State, Zip Code: **Winter Garden, Florida 34787**
Home Telephone Number: **407-883-0070**
Business Telephone Number:
E-Mail Address: **yanareyes@gmail.com**

X
Signature: **Janeth Reyes**

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address:

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

Signature:

SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager
By:

Authorized Representative

Printed Name Date

Sales Agent: Paola - 46951 Valcarcel

Written notice of cancellation may be delivered to Diamond Resorts Financial Services by any means which may include certified mail, return receipt requested.

17664290C-Promissory Note Multisite Collection

January 28th, 2018 **Note No.: 26211994**

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **FRANCISCO JAVIER VALENCIA PLAZA and JANETH REYES** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is **14086 Avenue Of The Groves Winter Garden, Florida 34787**, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Eight Thousand Seven Hundred Eighty-Four and 00/100 ($8,784.00)**, together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Seventeen and 99/100 (17.99%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act. Maker shall pay Holder in **120** equal monthly installments of **One Hundred Fifty-Eight and 22/100** Dollars **($158.22) each, with the first such installment being due and payable on** _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by **Two** percent (**2%**) per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal

balance at the beginning of the month, times the Annual Rate, times a fraction equal to the number of days from the immediately preceding Payment Date through the date of prepayment divided by the number of days in the year. Holder will not charge any collection fee for the month of prepayment and Holder will not charge any collection fees and monthly finance charges attributable to months following any prepayment in full.

This Promissory Note is given in partial payment for a membership in the Diamond Resorts U.S. Collection (the "**Membership**"). Payment of principal, finance charges and other charges hereunder is secured by a security interest established under the Purchase and Security Agreement (the "**Agreement**") of even date herewith by and between Diamond Resorts, as seller, and Maker, as purchaser. The terms and provisions of the Agreement are hereby fully incorporated herein by this reference.

If all or any part of the Membership or an interest therein is sold or otherwise transferred by Maker (whether such interest is legal or equitable, present or future, vested or contingent) without Holder's prior written consent (which consent may be withheld for any reason whatsoever), excluding (i) the creation of a lien or encumbrance subordinate to the Agreement; (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iii) the grant of any leasehold interest of one (1) week or less not containing an option to purchase the Membership, then Holder may, at Holder's option, except to the extent prohibited by law, declare all of the amounts secured by the Agreement to be immediately due and payable.

Upon the failure of Maker to make any payment required under this Promissory Note in accordance with the terms hereof or Maker's breach of any of the other covenants or agreements contained herein or in the Agreement, then and in such event, Holder, at Holder's option, subject to any right of reinstatement to which Maker is entitled under applicable law, may (i) declare, without further demand, all of the amounts owed hereunder to be immediately due and payable; and (ii) pursue all rights and remedies available to Holder under this Promissory Note and the Agreement by appropriate proceedings. To the extent permitted by law, Holder shall be entitled to collect in such proceedings all expenses of enforcement, including but not limited to reasonable attorneys' fees, publication costs, costs of judgment and other searches, and court costs. Failure of Holder to exercise its available rights and remedies hereunder or as provided by law with respect to any default by Maker shall not be deemed to constitute a waiver of such rights or remedies with respect to any subsequent default, whether the same or different in nature.

In the event that any amount due under this Promissory Note is paid more than ten (10) days after the date upon which such amount is due, then Holder shall be entitled to collect a late charge from Maker in an amount equal to the lesser of (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment, provided that such amount does not exceed the maximum late charge permitted to be charged under the laws of the State of Nevada. To the extent permitted by law, Maker shall further be liable to Holder for any out-of-pocket costs incurred by Holder in the event that a check issued by Maker is dishonored for any reason.

During any time in which Maker is in default under this Promissory Note, finance charges may, at Holder's option, accrue on the actual outstanding balance on a simple interest basis at a default rate equal to the maximum lawful rate permitted to be charged by Holder under the laws of the State of Nevada. In the event that there is no such maximum lawful rate, then finance charges shall accrue on the actual outstanding balance on a simple interest basis during such period at a default rate of twenty-five percent (25%) per annum.

In the event that counsel is employed to collect all or any part of the indebtedness evidenced hereby, whether at maturity or following acceleration, to the extent permitted by law Maker agrees to pay Holder's reasonable attorneys' fees, whether suit be brought or not (including any fees associated with appeals or bankruptcy proceedings), and all other costs and expenses reasonably incurred in connection with Holder's collection efforts.

Maker and any endorser, guarantor, or surety, jointly and severally, hereby waive presentment, protest, demand, notice of protest, and dishonor of this Promissory Note, and expressly agree that this Promissory Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker or any endorser, guarantor, or surety hereof. To the extent not prohibited by applicable law, Maker also waives any rights to any stay of execution and the benefit of all homestead and/or other exemption laws now or hereafter in effect.

This Promissory Note shall be the joint and several obligation of each person signing below and shall apply to and bind each of them and each of their respective heirs, successors, personal representatives, and assigns.

The validity, construction, and enforceability of, and the rights and obligations of Maker and Holder under, this Promissory Note shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

In the event that any one or more of the provisions of this Promissory Note shall for any reason be held to be invalid or unenforceable, in whole or in part or in any respect, then such provision or provisions only shall be disregarded as though not contained herein and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

It is the intent of Holder to comply fully with all interest and usury laws of the State of Nevada, as currently enacted or hereafter in effect. Notwithstanding any provision hereof to the contrary, in no event shall this Promissory Note require the payment or permit the collection of interest in excess of the maximum amount of interest permitted under the laws of the State of Nevada. In the event that the amount of interest contracted for, charged, or received under this Promissory Note exceeds the maximum amount of interest permitted under the laws of the State of Nevada, then the provisions of this paragraph shall govern and control, and neither

Maker nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it exceeds the maximum amount of interest permitted under the laws of the State of Nevada. Any such excess interest which may have been collected by Holder shall, at the option of Holder, either be applied as a credit against the unpaid principal balance hereof or be refunded to Maker, and the effective rate of interest shall be reduced to the maximum rate of interest permitted to be charged under the laws of the State of Nevada.

Except for any notice required under applicable law to be given in another manner, any notice that either party desires or is required to give the other party under this Promissory Note shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) three (3) business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) one (1) business day after being sent via overnight courier service such as Federal Express, addressed to the applicable party at the address therefor stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this paragraph. If Maker consists of more than one (1) person, then notice to any of them shall be deemed to constitute notice to all of them.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAKER:

Francisco Javier Valencia Plaza	**Janeth Reyes**
Printed Name	Printed Name
Printed Name	Printed Name

DRUSC - Multisite

17664290C-Truth in Lending Disclosure Multisite Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:

Name: Francisco Javier Valencia Plaza — Loan Number: 26211994

Name: Janeth Reyes

Name:

Name: — Home Telephone: 407-883-0070

Address: 14086 Avenue Of The Groves, Winter Garden, Florida 34787 — Business Telephone:

CREDITOR: Diamond Resorts U.S. Collection Development, LLC,
c/o Diamond Resorts Financial Services, Inc.
10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	The dollar amount the credit will cost you:	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: $1,600.00
19.043 %	$10,922.40	$8,784.00	$19,706.40	$21,306.40

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee =		Total Payment	
120	$158.22	+	$6.00	= $164.22	March 14th, 2018 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: X **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). Your participation in the SurePay plan will also terminate upon ten (10) days written notice from us. In such event, your interest rate will increase by Two percent (2%) per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from **$164.22** to **$175.70.**

Prepayment : If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

x Signature Francisco Javier Valencia Plaza

x Signature Janeth Reyes

Signature

Signature

January 28th, 2018
Date

R_05/18/2017_e_sig_03/21/2016_U_08/22/2017

Diamond Resorts Corporation

17664290C-ACH Surepay Authorization Form

VOLUNTARY SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("**SurePay Plan**") for automatic payment of your principal and interest on your Promissory Note through your checking or savings account.

Part A: Checking/Savings Account SurePay Plan

By indicating Automatic Checking/Savings Account Payment and signing, I hereby pre-authorize **Diamond Resorts Corporation**, its subsidiary and affiliated companies and/or its service provider (collectively referred to as "**COMPANY**") to initiate electronic funds transfers from my checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I agree to provide such voided check to COMPANY within 15 days from the day I sign this Authorization.

This authority is to remain in full force and effect for "Note Payment," as indicated below, until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Note Payment — Monthly Payment Amount $164.22

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

☒ Automatic Checking Account USD
☐ Automatic Savings Account USD

Terms and Conditions of Participation in SurePay Plan for Note Payment:

I understand and agree to the following: If, at any time prior to the date the Promissory Note is paid in full, I elect to terminate my participation in the SurePay Plan, or I close the designated bank account, or I fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I stop payment on or rescind this SurePay Plan authorization, the annual interest rate on the Promissory Note is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my participation in the SurePay Plan upon ten (10) days' written notice to me. In the event of such termination by Company, the annual interest rate on the Promissory Note is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Note Payments should be sent to: Portfolio Department, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 877.DRI.CLUB (877.374.2582).

Optional Nature of Authorization:
Please note that you are not required to pay your Promissory Note by means of preauthorized electronic fund transfers from your checking or savings account. You have the option of making your installment payments without participating in the SurePay Plan. By signing this Payment Authorization Form, you acknowledge that you are voluntarily choosing the convenience of making your payments in the manner indicated through the SurePay Plan.

Part B: Authorization

Pre-authorization for automatic payment:

Name(s):	Signed:	Date:
Francisco Javier Valencia Plaza	x	01-28-2018
Janeth Reyes	x	01-28-2018

Part C: Depository / Credit Card Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name: Chase Bank Branch:

City: State: Zip:

Transit / ABA Number: 267084131

Account Number: [redacted]

Rev 5/1/2017

Diamond Resorts U.S. Collection

17664290C-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **January 28th, 2018** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
FDI - Resort Rewards Buyer P	BUY	1		
3.5% Buyer Financed Closing	BUY	1		
Direct Mail US Owner Kit -	SEL	1		

*Additional Amount(s):

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

Signature: **Francisco Javier Valencia Plaza** Date: **January 28th, 2018**

Signature: **Janeth Reyes** Date: **January 28th, 2018**

Signature: Date: **January 28th, 2018**

Signature: Date: **January 28th, 2018**

SELLER:

Signature **January 28th, 2018**
Date

Printed Name

4814_Rev 4-5-2012_esig02232016

17664290C-STD Club Option Save

ACKNOWLEDGMENT OF REQUEST TO SAVE POINTS

Date: **January 28, 2018**

Owner's Name: **FRANCISCO JAVIER VALENCIA PLAZA and JANETH REYES**
Contract Number: **17664290C**

Number of Points to Save: 2,000

FRANCISCO JAVIER VALENCIA PLAZA and JANETH REYES :

FV / JR We/I acknowledge that we/I have requested that the Points allocated for the year **2018** be saved for use in the year **2019**.

FV / JR We/I acknowledge we/I understand this saving process is being done at our request for **the current year only** and that any and all future requests to save Points will be our responsibility. Future requests to save Points must follow the procedures and deadlines set forth in the Rules & Regulations for THE Club®.

FV / JR We/I acknowledge we/I understand that if we/I decide to borrow any or all of our future Points from the next year, we/I will be required to prepay a portion of Club Dues and Property Owners Association fees for the next year in order to access these Points.

Francisco Javier Valencia Plaza
Printed Name

Janeth Reyes
Printed Name

Printed Name

Printed Name

Quality Assurance Officer

****Contracts Department: Return this completed form to THE Club® with the Membership information.**
For THE Club® use only:

- ☐ Request to save Points on Purchase Proposal
- ☐ Request to save Points on Verification Sheet
- ☐ Request to save Points entered in ATLAS remarks

Rev 1-5-09_esig_03212016

Florida

17584290C-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Multisite Rules and Regulations
- ☐ Schedule of Reservation Rates
- ☐ Entire Purchase and Security Agreement
- ☐ Receipt for Timeshare Documents
- ☐ THE Club® Exchange Documents
- ☐ Interval International Document
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Truth In Lending Disclosure Statement
- ☐ Sure Pay Authorization
- ☐ Privacy Policy
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

X

Signature — Date: January 28th, 2018

Francisco Javier Valencia Plaza
Printed Name

Signature — Date: January 28th, 2018

Janeth Reyes
Printed Name

Signature — Date: January 28th, 2018

Printed Name

Signature — Date: January 28th, 2018

Printed Name

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

Rev 1-7-09 _esig04072017

Rev. 11/16/15 u3232017

FACTS WHAT DOES DIAMOND RESORTS FINANCIAL SERVICES, INC. DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Diamond Resorts Financial Services, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Diamond Resorts Financial Services, Inc. share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	No	We don't share

To limit our sharing

☐ Mail the **form** below
Or visit us online at: www.DiamondPrivacyOptions.com

Please note: If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Call 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member.

Mail-In Form

Leave Blank
OR
If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.

☐ Apply my choices only to me.

Mark any/all you want to limit:

☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

☐ Do not allow your affiliates to use my personal information to market to me.

Name

Address

City, State, Zip

Account #

Mail To:

Customer Service Department
Diamond Resorts Financial Services, Inc.
10600 West Charleston Boulevard
Las Vegas, NV 89135

Who we are

Who is providing this notice?	Diamond Resorts Financial Services, Inc.

What we do

How does Diamond Resorts Financial Services, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Diamond Resorts Financial Services, Inc. collect my personal information?	We collect your personal information, for example, when you ▪ Give us your contact information or apply for financing ▪ Give us your income information or provide account information ▪ Provide employment information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our Affiliates include Diamond Resorts Financial Services, Inc.'s parent company, Diamond Resorts Corporation, and affiliate companies that are subsidiaries including, but are not limited to, non-financial companies such as Diamond Resorts Europe, Diamond Resorts International Marketing, Inc., Diamond Resorts International Club, Inc., Resort Management International, Inc., and Diamond Resorts Management, Inc.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Non-affiliates we share with can include direct marketing companies.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include credit card companies.*

Other important information

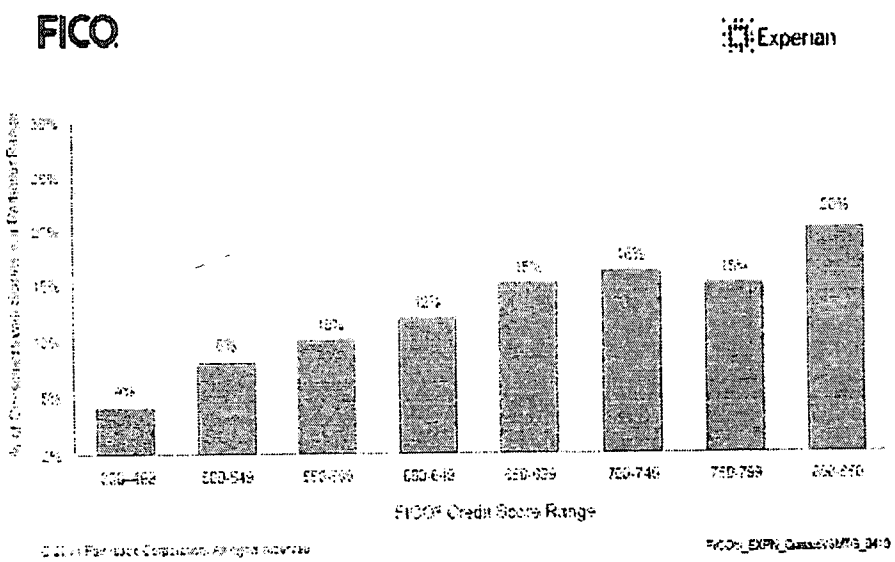
For Vermont Customers:

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at https://www.diamondresorts.com/Privacy-Policy or call Call 1-877-DRI-CLUB (1-877-374-2582) or 1-877-DRI-PLAT (1-877-374-7528) if you are a Platinum member.

Diamond Resorts Financial Services, Inc.
Your Credit Score and the Price You Pay for Credit

Francisco Javier Valencia Plaza
14086 Avenue Of The Groves. Winter Garden, Florida 34787

Your Credit Score	
Your Credit Score	**638** Source: ❑ **Experian** ❑ **Equifax** Date: **January 28th, 2018**

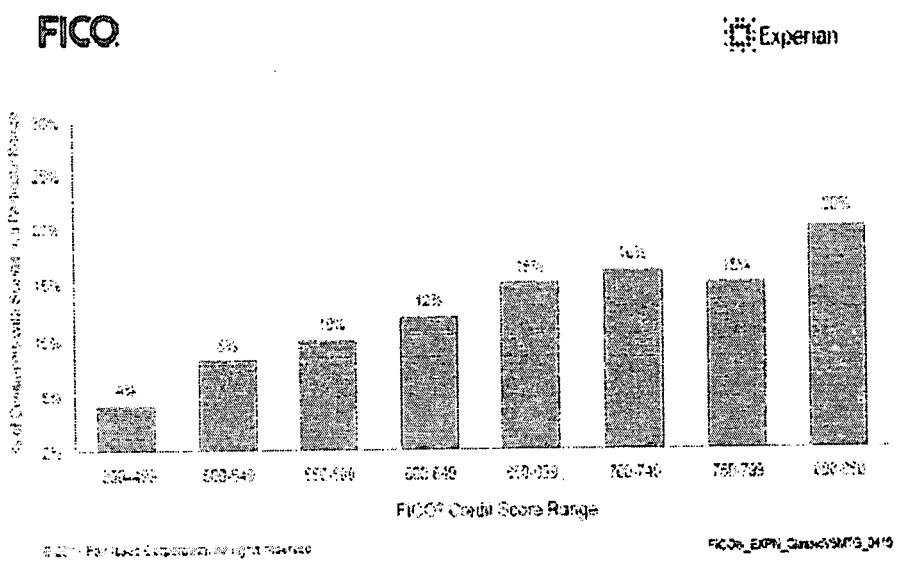
Understanding your Credit Score	
What you should know about credit scores	Your credit score is number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	

Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contract the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report --- *By Telephone:* Call toll-free: 1-877-322-8228 *On the web:* Visit www.annualcreditreport.com *By Mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trad Commission's website at http://www.ftc.gov/bcp/conline/include/requestformafinalpdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information	For more information about credit reports and your rights under federal lay, visit the Federal Reserve Board's web site at www.federalreserve.gov , or the Federal Trade Commission's web site at www.ftc.gov.

Diamond Resorts Financial Services, Inc.
Your Credit Score and the Price You Pay for Credit

Janeth Reyes
14086 Avenue Of The Groves, Winter Garden, Florida 34787
17664290C

Your Credit Score	
Your Credit Score	**646** Source: ❑ **Experian** ❑ **Equifax** Date: **January 28th, 2018**

Understanding your Credit Score	
What you should know about credit scores	Your credit score is number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.
How your score compares to the scores of other consumers	

Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contract the consumer reporting agency. It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year. To order your free annual credit report --- *By Telephone:* Call toll-free: 1-877-322-8228 *On the web:* Visit www.annualcreditreport.com *By Mail:* Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trad Commission's website at http://www.ftc.gov/bcp/conline/include/requestformafinalpdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information	For more information about credit reports and your rights under federal lay, visit the Federal Reserve Board's web site at www.federalreserve.gov , or the Federal Trade Commission's web site at www.ftc.gov.

BII60639.1-DRI Conversion Assignment Agreement

THE Club®
ASSIGNMENT AGREEMENT

This Assignment Agreement is made between **FRANCISCO J. VALENCIA PLAZA and JEANETH REYES PINZON** (whether one or more "**Property Owner**") and Diamond Resorts International Club Inc., a Florida corporation ("**THE Club Operating Company**") which operates that certain exchange program known as "**THE Club**". Unless context suggests otherwise, capitalized terms used herein have the meaning given them in THE Club Legal Documents.

Club Resort & Phase	Unit #	Week #	Season	Number of Points	Contract #
Liki Tiki Village II	950F	37	Ruby	1350	BII60639.1

In consideration of this Assignment Agreement THE Club Operating Company shall annually allocate to Property Owner:

1350 Points, beginning January 1, 2018.

Property Owner does hereby acknowledge that to the best of his or her knowledge the information regarding the inventory listed above is current and accurate. In the event the information is inaccurate, Property Owner does hereby authorize THE Club Operating Company to confirm the Use Rights and the type of inventory owned by Property Owner. In the event the information provided needs to be revised, Property Owner does hereby authorize THE Club Operating Company to make the necessary adjustments. In the event the adjustments are made, Property Owner will be notified with the correct information.

By signing this Assignment Agreement, Property Owner does hereby cause the assignment of the Qualifying Interest and ratify and consent to the terms of the assignment as set forth on the reverse side of this form.

PROPERTY OWNER(S)

X Signature:	X Signature	Date:
FRANCISCO J. VALENCIA PLAZA Printed Name	JEANETH REYES PINZON Printed Name	Date:
Signature:	JANETH REYES Signature:	Date:
Printed Name:	Printed Name	Date:

CLUB MANAGER
Diamond Resorts International Club, Inc.,
a Florida corporation

BY: _____
Printed Name: _____
It's: Authorized Representative
Date: _____

TERMS OF ASSIGNMENT AGREEMENT

A. Club Documents. Property Owner has executed THE Club Membership Agreement and Enrollment Application ("Membership Agreement"), which provides for the participation and membership in THE Club as described therein. THE Club provides certain services and benefits to the Property Owner and further provides that Property Owner shall execute this Assignment Agreement. The Membership Agreement also provides for the terms of membership in THE Club and incorporates by reference the Disclosure Guide for THE Club, THE Club Articles, THE Club Rules and Regulations, THE Club Member Benefits Directory and THE Club Global Reservations Directory which together are called "THE Club Legal Documents" in the Membership Agreement. Property Owner acknowledges receipt of THE Club Legal Documents and the terms and conditions of THE Club Legal Documents are incorporated herein by this reference.

B. The Qualifying Interest. Property Owner represents and warrants that Property Owner owns the Qualifying Interest identified on the front side of this form and that the Qualifying Interest is subject to no liens other than a first mortgage lien, the lien rights of the resort's property owners association ("**POA**"), and property taxes not yet due and payable. By executing this Assignment Agreement, Property Owner represents and warrants that Property Owner is in good standing at his or her Home Resort and is not delinquent in the payment of any mortgages, assessments, , maintenance fees, taxes and/or personal charges. Property Owner covenants to continue to pay any mortgage payments, assessments, maintenance fees, taxes and/or personal charges in a timely fashion.

C. Club Dues. Property Owner acknowledges that THE Club membership provides a wide variety of reservation opportunities and that the Club Dues, which consist of a Club Fee, a Property and Services Fee and Other Charges, are in addition to Property Owner's POA fees. The POA fees are NOT included in the Club Dues and Property Owner is liable for both the Club Dues and all POA charges throughout the term of this assignment. THE Club Dues are subject to change from time to time at the discretion of THE Club Operating Company.

D. Assignment. Property Owner hereby assigns to THE Club Operating Company all the rights Property Owner has to use, occupy and possess the Qualifying Interest pursuant to the governing documents for the Affiliated Resort or Affiliated Collection where the Qualifying Interest is located. Property Owner voluntarily makes this assignment and subjects the Qualifying Interest to the terms, restrictions and conditions of THE Club Articles in satisfaction of a requirement for membership in THE Club. This assignment does not affect Property Owner's ownership of the Qualifying Interest, but is intended to constitute a conditional relinquishment of Use Rights in the Qualifying Interest to THE Club Operating Company and the conditions are that such assignment will terminate as provided below and shall not be effective during such other times as may be specifically provided in THE Club Legal Documents. In the event a Club Affiliation Agreement for Property Owner's Home Resort is suspended or terminated for any reason, Property Owner will no longer be eligible to receive an allocation of Points with respect to Property Owner's Qualifying Interest and this Agreement shall automatically terminate.

E. Effect of Assignment. Property Owner acknowledges that the assignment of Use Rights made herein to THE Club Operating Company shall enable THE Club Operating Company to control such Use Rights in managing an exchange membership program in accordance with the terms, restrictions and conditions of THE Club Legal Documents. Accordingly, Property Owner shall not be entitled to further assign, exchange or otherwise use such Use Rights during the time this Assignment Agreement shall be in effect, but rather shall utilize the Points received from this Assignment Agreement to reserve THE Club Resort Use Periods, or to effect an exchange through an External Exchange Company that provides services to Members of THE Club.

F. Points. Prior to the beginning of each calendar year during the term of this Assignment Agreement, Property Owner shall be allocated the number of Points authorized by THE Club Operating Company in consideration of this Assignment Agreement. If the Qualifying Interest's Use Rights do not recur annually, as is the case with biennial interests, an equal portion of Points will be allocated each year on a prorated basis. Additional Points relating to other property interests may also be assigned to Property Owner through other THE Club Assignment Agreements. Annual Point allocations will be made as long as Property Owner shall have paid the appropriate Club Dues, POA fees and otherwise remains a Property Owner in good standing. The Points shall be used to reserve Use Periods in Accommodations from the Exchange Pool on a space available basis and in accordance with THE Club Rules and Regulations.

G. Termination. This Assignment Agreement will automatically terminate upon Property Owner's withdrawal of the Qualifying Interest from THE Club, or upon a termination of the Property Owner's membership in THE Club in accordance with the terms and conditions of THE Club Legal Documents.

BII60639.1-STD Club Option Save

ACKNOWLEDGMENT OF REQUEST TO SAVE POINTS

Date: **January 28, 2018**

Owner's Name: **FRANCISCO J. VALENCIA PLAZA and JEANETH REYES PINZON**
Contract Number: **BII60639.1**

Number of Points to Save: 1,350

FRANCISCO J. VALENCIA PLAZA and JEANETH REYES PINZON:

FV / JRP We/I acknowledge that we/I have requested that the Points allocated for the year **2018** be saved for use in the year **2019**.

FV / JRP We/I acknowledge we/I understand this saving process is being done at our request for **the current year only** and that any and all future requests to save Points will be our responsibility. Future requests to save Points must follow the procedures and deadlines set forth in the Rules & Regulations for THE Club®.

FV / JRP We/I acknowledge we/I understand that if we/I decide to borrow any or all of our future Points from the next year, we/I will be required to prepay a portion of Club Dues and Property Owners Association fees for the next year in order to access these Points.

FRANCISCO J. VALENCIA PLAZA
Printed Name

JEANETH REYES PINZON
Printed Name

Printed Name

Printed Name

Quality Assurance Officer

****Contracts Department: Return this completed form to THE Club® with the Membership information.**
For THE Club® use only:

- ☐ Request to save Points on Purchase Proposal
- ☐ Request to save Points on Verification Sheet
- ☐ Request to save Points entered in ATLAS remarks

Rev 1-5-09_esig_03212016

17664280C-Substitute W9 Form

DIAMOND RESORTS
INTERNATIONAL

January 28, 2018

FRANCISCO JAVIER VALENCIA PLAZA and JANETH REYES

Substitute Form W-9

Account Number: **26211994**

Pursuant to Internal Revenue Code Section 6109, you are required to provide an accurate social security number or taxpayer identification number to Diamond Resorts Financial Services, Inc. in order for the company to comply with the information reporting rules set forth by the Internal Revenue Service. Failure to provide an accurate social security number or taxpayer identification number could lead to the Internal Revenue Service assessing you a penalty of $50.

If any information below is incorrect, please provide the correct information in the space provided

Name: Francisco Javier Valencia Plaza

If Business, list name: _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Trust/Estate ☐ LLC

Address: 14086 Avenue Of The Groves, Winter Garden, Florida 34787

Social Security Number: [redacted] ___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Employer Identification Number: ___ ___ - ___ ___ ___ ___ ___ ___ ___

CERTIFICATION – Under penalties of perjury, I certify that (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (defined in the Form W-9 instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification but you must provide your correct TIN.

Borrower: **Francisco Javier Valencia Plaza**

Date: **01/28/18**

Signature: X

2092_esig05/26/16

Diamond Resorts U.S. Collection—FL

17664290C-DRUSC Florida Purchaser Understanding and Acknowledgement

PURCHASER'S UNDERSTANDING AND ACKNOWLEDGMENT

Diamond Resorts International® thanks you and welcomes you to one of the most flexible and enjoyable vacation plans in the world! Please review and initial the following summary items. Capitalized terms are defined in your Purchase Agreement. We look forward to exceeding your expectations.

I understand and acknowledge the following:

1. F J **Membership.** This purchase is for **2000** Points for the purchase price of **$10,033.00**

2. F J **Points.** Title to the Resort Interests is held in the U.S. Collection Trust by an independent Trustee for the benefit of the Members. In approximately 6-8 weeks a Collection Membership Certificate with an Eagle 9 UCC Vacation Interest Insurance policy will be mailed to my home and my Points will be available at that time or at the beginning of my first Use Year on **2018**.

3. F J **Annual Fees.** Enrollment in THE Club exchange program is voluntary. My Club Dues are billed annually along with my Maintenance Fees. My first year's Maintenance Fees and Club Dues are estimated to be **858.00**, and are subject to annual increases not to exceed 25% per year under governing law. My Maintenance Fees must be current to make reservations. The purchase of additional Points will not decrease my Maintenance Fees. If my Points are available during the current calendar year, my Maintenance Fees will be billed within 45 days. Otherwise, my Maintenance Fees will be billed in the fourth quarter of every year.

4. F J **Saving and Borrowing Points.** I must be current on all payments to make reservations and use save, borrow, or exchange my Points. I must pay the Maintenance Fees for the upcoming Use Year to borrow Points. Points do not roll over to the next year and they will expire on December 31st unless I save them. I can save a percentage of Points for use in the following year according to this schedule:

If I save by this date:	I can save the following Points:
June 30	100% of my Points
August 31	50% of my Points
October 31	25% of my Points
After October 31	None of my Points

5. F J ***Reservations.*** I may make a reservation up to **13 months** before check-in at any of my Home Collection Resorts. I may make a reservation up to **10 months** before check-in at any of THE Club affiliated resorts. All reservations for the Collection and THE Club are confirmed on a first-come, first-served, space-available basis. Reservations at specific accommodations are not guaranteed. I will lose some or all of my Points used to make a reservation if I cancel that reservation fewer than 91 days before my scheduled arrival date unless I purchase a Reservation Protection Plan at the time of booking.

6. F J ***Personal Use.*** This purchase is for personal use and enjoyment and it does not create an undue financial burden for me. I am not purchasing a Membership as a financial investment or for financial returns of any kind, including through resale, rental, or tax advantages. Diamond does not offer a rental, resale or buyback program and makes no representation regarding tax deductions, refinancing opportunities, or that there will be a secondary market for the sale of Points. Points do not typically appreciate in value. I may not engage in any commercial rental activities to rent out Points for cash through online or print advertising to the general public and understand that my membership may be suspended or terminated if I do.

7. F J **Transferring Membership.** In the event I transfer my membership, the Association may deny a transfer if the buyer is a known or suspected fraudulent entity or person or is delinquent in the payment of any fees. A transfer fee of **$250** will apply for approved transfers. My Membership is perpetual.

8. F V YRP **THE Club.** If I elected to enroll in THE Club, copies of THE Club Documents that I received describe the current benefits available through THE Club, instructions for making a reservation, calculating the number of Points that I will need for each of my vacations and any other point redemption benefits. Redeeming Points for reimbursement of travel services does not provide the best monetary value for my Points and is typically not lower in cost than spending cash for the same arrangements. All of THE Club benefits and affiliated resorts are subject to change or termination at any time. Some of THE Club benefits are only available to certain loyalty members.

9. F V YRP **Platinum Only Benefits. ONLY** Platinum Loyalty members can redeem up to 50,000 Points to pay part of their annual Maintenance Fees, but that is not the highest and best use of Points. There is a $100 transaction fee and the redemption value is currently $0.04 per Point. Borrowed or saved Points cannot be redeemed to offset the cost of Maintenance Fees, and Points must be redeemed between Nov. 1 and Dec. 31 for the following year's payment.

10. F V YRP **Interval International.** As part of my membership in THE Club, I will automatically become a member of the Interval International exchange program ("**Interval**") at no extra cost to me for at least the first year. THE Club may change or cancel its affiliation with Interval at any time. Interval membership allows me to request an exchange through Interval using Points, subject to an exchange fee paid to Interval.

11. ____ ____ **Marketing Consent.** By initialing here, I authorize Diamond Resorts International and/or its affiliates and successors to contact me regarding promotional offers at the address, email address and telephone numbers provided below, including autodialed calls, texts and prerecorded messages, regardless of any prior election to the contrary. I understand that I am not required to give consent as a condition of purchasing any goods or services. For information about how Diamond collects, processes and shares your information, please visit www.diamondresorts.com/privacy-policy.

407-883-0070	
Home Telephone Number	Telephone Number
4078830070	
Cellular Telephone Number	Cellular Telephone Number

By initialing and signing this Acknowledgment I acknowledge that I have read and understand the content of this Acknowledgment and the Purchase and Security Agreement and I have been given as much time as I want and need to review all of the documents in connection with my purchase. I also acknowledge that I have been given the opportunity to ask my Quality Assurance Representative any questions I may have prior to signing any document. The references to "I," "me," and "my" above include all Purchasers named below.

PURCHASER(S):

x	January 28, 2018
Signature	Date
Francisco Javier Valencia Plaza	
Printed Name	
x	January 28, 2018
Signature	Date
Janeth Reyes	
Printed Name	
	January 28, 2018
Signature	Date
Printed Name	
	January 28, 2018
Signature	Date
Printed Name	

KORSHAK & ASSOCIATES, P.A.
8680 COMMODITY CIRCLE, SUITE 200B
ORLANDO, FLORIDA 32819

1 (407) 855-3333
FACSIMILE 1 (407) 855-0455

STEPHEN D. KORSHAK*
LEE KARINA DANI
T. BRADFORD PETRINO
LORENA R. CARDAMA

*ALSO ADMITTED IN ILLINOIS

October 30, 2009

FRANCISCO J. VALENCIA PLAZA and JEANETH REYES PINZON
1544 CROSSWIND CIRCLE
ORLANDO, FL 32809

RE: Unit 950F, Week 37 of Isle of Bali II

Dear FRANCISCO AND JEANETH:

Enclosed, please find the following documents representing your purchase of the above villa and week: original recorded Warranty Deed, Title Insurance Policy, and copy of recorded mortgage.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

ERIN WALKER
Legal Secretary

You are hereby in receipt of the following documents for Villa 950F, Week 37:

(1) Original recorded Warranty Deed
(2) Title Insurance Policy #79536588
(3) Copy of recorded mortgage

This Instrument Prepared by:
Stephen D. Korshak
KORSHAK & ASSOCIATES, P.A.
8680 COMMODITY CIRCLE, SUITE 200B
ORLANDO, FL 32819

PARCEL NUMBER: 31-24-27-0000-00005

DOC # 20090624406 B: 9951 P: 5813
10/22/2009 08:12:07 AM Page 1 of 1
Rec Fee: $10.00 Doc Type: D
Deed Doc Tax: $58.80
Intangible Tax: $0.00
Mortgage Stamp: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: KORSHAK & ASSOCIATES

THIS SPECIAL WARRANTY DEED Made the 21st Day of June, 2009, A.D. year, by ISLAND ONE, INC., Florida Corporation existing under the laws of the State of Florida, and having its principal place of business at 8680 Commodity Circle, Orlando, FL 32819, hereinafter called the grantor, to:

FRANCISCO J. VALENCIA PLAZA and JEANETH REYES PINZON, HUSBAND AND WIFE

whose post office address is: 17777 BALI BOULEVARD WINTER GARDEN, FL 34787

hereinafter called the grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Orange County, FL, viz:

Together with a remainder over in fee simple absolute, as tenant in common with the other owners of all the Unit Weeks in the hereafter described condominium apartment for the following described real estate located in the County of Orange, State of FL, as follows:

Even Unit Week(s) No.(s) 37, in Apartment No. 950F, of Liki Tiki Village II a/k/a Isle of Bali II, a condominium, according to the Declaration of Condominium, as recorded in Official Records Book 4964, at Page 3145 in the Public Records of Orange County, Florida, and any amendments thereof. And subject to a Supplemental Declaration of Use Restrictions as recorded in Official Records Book 5861, Page 1878 of Orange County, Florida.

This conveyance is subject to and by accepting this Warranty Deed the Grantee(s) does hereby agree to assume the following:

1. Taxes for the current year and subsequent years;
2. Conditions, restrictions, limitations, reservations, easements, and other matters of record;
3. Declaration of Condominium of Isle of Bali II, a Condominium, and all Exhibits attached thereto, and any supplements or amendments hereafter filed.
4. Declaration of Condominium and Floating Use Plan Rules and Regulations as recorded in Official Records Book 4964 Page 3145, set forth in Article 12.3 and attached as exhibit H thereto.
5. Declaration of Condominium concerning prohibitions against merging Biennial Unit Weeks as recorded in Official Records Book 4964, at Page 3145 set forth in Article 5.3.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

ISLAND ONE, INC.,
a Florida Corporation

This instrument prepared by and return to:
Korshak and Associates, P.A.
8680 Commodity Circle
Orlando, Florida 32819

DOC # 20090624407 B: 9951 P: 3814
10/22/2009 08:12:07 AM Page 1 of 2
Rec Fee: $18.50 Doc Type: M
Deed Doc Tax: $0.00
Intangible Tax: $13.61
Mortgage Stamp: $24.15
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: KORSHAK & ASSOCIATES

Unit Week: 950F/37

Account No.: 60639.1

LTV II MORTGAGE AGREEMENT

THIS LTV II MORTGAGE AGREEMENT ("**Mortgage Agreement**") is executed as of the 21st, day of June, 2009 by and between the undersigned mortgagor ("**Borrower**"), whose address is 17777 Bali Boulevard, Winter Garden, Florida 34787, and Island One, Inc., a Florida corporation, its successors and assigns ("**Lender**"), whose address is 8680 Commodity Circle, Orlando, Florida 32819. Borrower and Lender agree as follows:

1. Borrower is indebted to Lender in the initial principal sum of SIX THOUSAND EIGHT HUNDRED FIVE AND 00/100 U.S. Dollars ($6,805.00) which indebtedness is evidenced by Borrower's Promissory Note of even date herewith, as amended, modified, or renewed from time to time ("**Note**"), providing for certain monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on September 15th, 2019, and which indebtedness was advanced by Lender to Borrower as purchase money financing for the purchase of the following property (the "**Property**"):

Even Year Biennial Unit Week(s) No. 37, in Condominium Parcel(s) 950F in Liki Tiki Village II, a/k/a Isle of Bali II, a condominium ("**Condominium**"), according to the Declaration of Condominium and Amendments thereof, as recorded in Official Records Book 4964, Page 3145 of the Public Records of Orange County, Florida, and any amendments there. And subject to a Supplemental Declaration of Use Restrictions ("**Declaration**") as recorded in Office Records Book 5861, Page 1878 of Orange County, Florida.

2. In consideration of Lender advancing purchase money financing to Borrower for the purchase of the Property, in order to secure in favor of Lender (a) the repayment of the indebtedness evidenced by the Note, with interest on such indebtedness, and the payment of all other sums, with interest on such other sums, due Lender in accordance with this Mortgage Agreement or in accordance with the Note; (b) the performance of the covenants and agreements of Borrower contained in this Mortgage Agreement and in that certain Declaration of Uniform Mortgage Covenants, executed by the Developer and recorded in Official Records Book 07098, Page 2452, Public Records of Orange County, Florida (the "**Uniform Mortgage Covenants**"); and (c) the repayment of any future advances, with interest on such future advances, made to or for the benefit of Borrower by Lender pursuant to the terms of this Mortgage Agreement ("**Future Advances**"), Borrower does mortgage, grant and convey to Lender the Property together with all the improvements now or in the future erected on the Property, and all easements, rights, appurtenances, rents, proceeds, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock and all fixtures now or in the future attached to the Property, all of which, including replacements and additions, shall be deemed to be and remain part of the Property covered by this Mortgage Agreement.

3. Borrower covenants that Borrower is lawfully seized of the estate conveyed by this Mortgage Agreement and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands whatsoever subject only to any declarations, easements or restrictions of record prior to the date of this Mortgage Agreement.

4. Borrower acknowledges that, in conjunction with the execution of this Mortgage Agreement: (i) Borrower has received from Lender a copy of the Uniform Mortgage Covenants, executed by the Developer and recorded in the public records of Orange County, Florida; (ii) the Uniform Mortgage Covenants are incorporated as part of this Mortgage Agreement by this reference; and (iii) Borrower agrees to comply with the terms and conditions stated in the Uniform Mortgage Covenants.

5. THIS MORTGAGE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED UNDER AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, AND THE COURTS OF ORANGE COUNTY, FLORIDA SHALL BE THE EXCLUSIVE COURTS OF JURISDICTION AND VENUE FOR ANY LITIGATION OR OTHER PROCEEDING THAT MAY BE BASED UPON, ARISE OUT OF, UNDER OR IN CONJUNCTION WITH THIS MORTGAGE AGREEMENT. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS MORTGAGE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING THE LOAN REPRESENTED BY THE NOTE TO BORROWER.

IN WITNESS WHEREOF, Borrower has executed this Mortgage Agreement effective as of the day and year first written above.

WITNESSES AS TO BOTH:

(1st Witness Signature) Print Name

(2nd Witness Signature) Print Name

(1st Witness Signature) Print Name

(2nd Witness Signature) Print Name

(1st Witness Signature) Print Name

(2nd Witness Signature) Print Name

(1st Witness Signature) Print Name

(2nd Witness Signature) Print Name

BORROWER

FRANCISCO VALENCIA PLAZA
17777 BALI BOULEVARD WINTER GARDEN FL 34787

JEANETH REYES PINZON
17777 BALI BOULEVARD WINTER GARDEN FL 34787

17777 BALI BOULEVARD WINTER GARDEN FL 34787

17777 BALI BOULEVARD WINTER GARDEN FL 34787

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 21st, day of June, 2009, by FRANCISCO VALENCIA PLAZA and JEANETH REYES PINZON who is/are personally known to me or has/have produced Florida Driver License as identification.

MR V452-250-65-053-0
MRS R215-420-58-755-3

(NOTARY SEAL)

(Notary Signature)

ELIZABETH HERRERA
MY COMMISSION # DD 73397
EXPIRES: January 19, 2012

BII/60639.1

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY (10-17-92)
Florida Modified

POLICY NUMBER FL7626-51-60639.1-2009.7110609-79536588

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

TICOR TITLE INSURANCE COMPANY OF FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TICOR TITLE INSURANCE COMPANY OF FLORIDA, a Nebraska corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, **TICOR TITLE INSURANCE COMPANY OF FLORIDA** has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued By:

FL7626 60639.1
Korshak & Associates, P.A.
8680 Commodity Circle, Suite 200-B
Orlando , FL 32819
Tel:(407) 855-3333
Fax:(407) 855-0455

TICOR TITLE INSURANCE COMPANY OF FLORIDA

TICOR TITLE INSURANCE COMPANY OF FLORIDA CORPORATE SEAL NEBRASKA

By: President

Attest: Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land;(iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, State insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule [A], and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule [A], nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1 (a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest In the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigations as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

SCHEDULE A

Agents File No: 79536588 Policy # 7110609-79536588

Date Issued: October 30, 2009
Date Effective: October 22, 2009 Amount of Insurance: 8,400.00
8:12

1. Name of Insured:

   FRANCISCO J. VALENCIA PLAZA and JEANETH REYES PINZON, HUSBAND AND WIFE

2. The estate or interest in the land described herein and which is covered by this policy is an estate or interest designated as follows:

   Fee Simple and is at the Effective Date hereof vested in the named insured as shown by instrument recorded in Official Records Book 9951, Page 5813, of Public Records of Orange County, Florida.

3. Title to the estate or interest referred to herein is at the effective date of this policy vested in the insured.

4. The land herein described is encumbered by the following mortgage and assignments, if any.

   Subject to a mortgage in favor of ISLAND ONE, INC. given by FRANCISCO J. VALENCIA PLAZA and JEANETH REYES PINZON dated June 21, 2009, and recorded October 22, 2009 in Official Records Book 9951, page 5814 of Public Records of Orange County, Florida in the amount of 6,805.00.

5. The land referred to in this Policy is in the State of Florida, County of Orange, and described as follows:

   EvenUnit Week(s) No. 37, in Apartment No. 950F, of ISLE OF BALI II, a condominium according to the Declaration of Condominium and amendments thereof, as recorded in Official Records Book 4964, at Page 3145 et. seq. in the Public Records of Orange County, Florida, and subject to the Supplemental Declaration of Use Restrictions as recorded in Official Records Book 5861, Page 1878, of the Public Records of Orange County, Florida.

KORSHAK & ASSOCIATES, P.A.
8680 Commodity Circle, Suite 200B
Orlando, FL 32819

By: _____
Authorized Signatory

ISLE OF BALI II (CLUB) SCHEDULE B-1 (OWNER'S POLICY)

This policy does not insure against loss or damage by reason of the following:

General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.

2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

3. Easements of claims of easements, not shown by the public records.

4. Taxes or special assessments which are not shown as existing liens by the public records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter finished, imposed by law and not shown by the public records.

6. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

Special Exceptions

7. The lien of all taxes for the year 2008.

8. Subject to all the covenants, conditions, restrictions, liens, terms and other provisions of the Declaration of Condominium as recorded in Official Records Book 3325, Page 521, et. seq. and as amended in Official Records Book 3717, Page 1522 (Phase Two);Official Records Book 3936, Page 2433; Official Records Book 4180, Page 4069; Official Records Book 4258, Page 2216; Official Records Book 4823, Page 1290; Official Records Book 5193, Page 1014; Official Records Book 8480, Page 2044; Official Records Book 8646, Page 4987; Official Records Book 8646, Page 4999; Official Records Book 8666, Page 762; Official Records Book 8830, Page 357; Official Records Book 9023, Page 2883; Official Records Book 9023, Page 3399; Official Records Book 9023, Page 3401; Official Records Book 9023, Page 3403; Official Records Book 9023, Page 3405; Official Records Book 9023, Page 3407; Official Records Book 9023, Page 3413; Official Records Book 9113, Page 3379; Official Records Book 9212, Page 2587; Official Records Book 9304, Page 3047; Official Records Book 9397, Page 482; Official Records Book 9431, Page 1802; Official Records Book 9508, Page 3569; Official Records Book 9580, Page 3021; and Official Records Book 9670, Page 672 all of the Public Records of Orange County, Florida and any amendments thereto, including the following:

   (A) Private Charge Assessments

9. Subject to all the covenants, conditions, restrictions, liens, terms and other provisions of the Declaration of Condominium of Isle of Bali II, a Condominium, recorded in Official Records Book 4964, Page 3145; and as amended by First Amendment to Declaration of Condominium, as recorded in Official Records Book 5104, Page 2051, as corrected by scrivener's error Amendment to Declaration of Condominium of Isle of Bali II, a Condominium, recorded in Official Records Book 5193, Page 1065, re-recorded in Official Records Book 5203, Page 612, as amended by the Second Amendment to Declaration of Condominium as recorded in Official Records Book 5188, Page 1416, as amended by the Third Amendment to Declaration of Condominium as recorded in Official Records Book 5285, Page 1073, as amended by the Fourth Amendment to Declaration of Condominium as recorded in Official Records Book 5311, Page 3803, as amended by the Fifth Amendment to Declaration of Condominium as recorded in Official Records Book 5483, Page 1159, as amended by the Sixth Amendment to Declaration of

Condominium as recorded in Official Records Book 5669, Page 1882, as amended by the Seventh Amendment to Declaration of Condominium as recorded in Official Records Book 5974, Page 256, as amended by the Eighth Amendment to Declaration of Condominium as recorded in Official Records Book 6235, Page 1311, as amended by the Ninth Amendment to Declaration of Condominium as recorded in Official Records Book 6963, Page 3798, as amended by Tenth Amendment to Declaration of Condominium as recorded in Official Records Book 8208, Page 4333, and as amended by Eleventh Amendment to Declaration of Condominium as recorded in Official Records Book 9089, Page 4758;

(A) Private Charge Assessments.

10. Amendment to the Bylaws of Isle of Bali II Condominium Association, Inc., recorded in Official Records Book 6963, Page 3805, Public Records of Orange County, Florida.

11. Supplemental Declaration of Use Restrictions as recorded in Official Records Book 5861, Page 1878, as amended by Amendment to Supplemental Declaration of Use Restriction in Official Records Book 5901, Page 2166, as amended by Second Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 5974, Page 264, as amended by Third Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 6235, Page 1320, Sixth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 7404, Page 1187, Eighth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 7845, Page 3075, Ninth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 7845, Page 3075, Ninth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 7874, Page 2617, Tenth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 8231, Page 379, Eleventh Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 8480, Page 2038, Twelfth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 8666, Page 765, Thirteenth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 8830, Page 354, Fourteenth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 8916, Page 4845, Fifteenth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9023, Page 2886, Sixteenth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9113, Page3414, Seventeenth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9212, Page 2590, Eighteenth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9304, Page 3032, Nineteenth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9397, Page 469, Twentieth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9431, Page 1811, Twenty First Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9508, Page 3559, Twenty Second Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9580, Page 3018, Twenty Third Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9670, Page 675, Twenty Fourth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9700, Page 1320, Twenty Fifth Supplement to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9715, Page 4920, Twenty Sixth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9736, Page 1723, Twenty Seventh Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9752, Page 9344, Twenty Eighth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9762, Page 1218, Twenty Ninth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9796, Page 1885, Thirtieth Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9811, Page 2035, Thirty First Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9838, Page 5226, Thirty Second Amendment to Supplemental Declaration of Use Restrictions recorded in Official Records Book 9855, Page 7412 all of the Public Records of Orange County, Florida.

12. Fourth Supplemental Declaration of Use Restrictions recorded in Official Records Book 6678, Page 4282, of the Public Records of Orange County, Florida.

13. Riparian Rights, Rights of Accretion, Reliction, submerged lands or any other Water Rights of any nature whatsoever are neither guaranteed nor insured under the terms hereof.

14. Easement recorded July 7, 1982, in Official Records Book 3293, Page 2355, of the Public Records of Orange County, Florida.

15. Distribution Easement recorded May 31, 1988, in Official Records Book 3985, Page 1185, of the Public Records of Orange County, Florida.

16. Distribution Easement to Florida Power Corporation recorded in Official Records Book 5379, Page 4159, of the Public Records of Orange County, Florida.

17. That certain Bulk Cable Television Service and Easement Agreement recorded in Official Records Book 4951, Page 512, of the Public Records of Orange County, Florida.

18. Deed of Conservation Easement recorded in Official Records Book 5384, Page 2447, of the Public Records of Orange County, Florida.

19. That certain Bulk Cable Television Service and Easement Agreement recorded September 1, 1995, in Book 4939, Page 1664, Public Records of Orange County, Florida.

20. That certain Common Facilities Agreement recorded in Official Records Book 4964, Page 3247 and Amended and restated Common Facilities Agreement filed October 15, 1997 and recorded in Official Record Book 5346, Page 4005, both of the Public Records of Orange County, Florida. Consent of Mortgagee to Amended and Restated Common Facilities Agreement recorded in Official Record Book 5346, Page 4019.

21. Intercreditor and Non-Disturbance Agreement as recorded in Official Records Book 5132, Page 57, as amended and restated in Official Records Book 5553, Page 2313, and amended in Official Records Book 5430, Page 69, all of the Public Records of Orange County, Florida.

22. Riparian Rights and littoral rights, if any, incident to the land.

23. This policy hereby excepts and does not insure against the consequences of the failure of other unit owners in the condominium referred to in Schedule "A" to pay their pro-rata share of any real estate tax for the current year and subsequent years or, any special assessment which may be levied against the condominium, resulting from the provisions contained in Florida Statutes 192.037.

24. Subject to any right of rescission that the title holder may have by virtue of Florida Statute 721.10(1)(b).

ISLE OF BALI II (CLUB) END OF SCHEDULE B-1 (OWNER'S POLICY)

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expanses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which In its opinion may be necessary or desirable to establish the title to the estate or interest, as ensured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not It shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the Insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of Insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule [A] consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILTY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals there from, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals there from, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy. but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION (This paragraph was modified for Florida Policies.)

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between Company and the insured arising out of or relating to this policy, and service of Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) maybe entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Ticor Title Insurance Company of Florida, Claims Administration, P.O. Box 45023, Jacksonville, FL 32232-5023.

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INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/10/2016

william Burrow
PO Box 507
Boone, NC, 28607

Phone: (828) 773-4212
Email: whburrow@hotmail.com

Name/Firm/Company: Diamond Resorts Sampler MDR
Subject/Category: Time Share fraud, misleading sales
Street Address: 400 North Atlantic Ave
City: Daytona Beach, FL 32118 Volusia
Phone: (877) 374-2582
Website: www.diamondresorts.com
Date of Transaction: 02/01/2016
Amount Paid: $349.00

Questions/Comments:
I met with Alan Lauficella at the Mystic Dunes Resort in Orlando, Florida on Feb. 1, 2016. Alan represents the Diamond Resorts Sales Dept. After a two hour sales presentation I declined to participate in the program. At which time I was approached by another sales person named Randy who represented the Hospitality Department of Diamond Resorts. Randy spent another hour trying to convince me to purchase a sampler program with Diamond Resorts. I finally agreed to purchase a sampler program at the cost of $2,995.00, only because I was told that I could use it to vacation on Hilton Head Island. I was told I would have the same opportunities as someone who was a regular member of Diamond Resorts. In order to become familiar with Diamond Resorts and their programs. I agreed to pay the down payment for this program of $349.00 and to finance the rest on my VISA card. I was not allowed access to the Diamond Resort program until 14 days following my initial meeting. I was in the process of planning my vacations using the sampler program. On March 6, 2016 I was contacted by Justin of Diamond Resorts (866-203-5153, ext.13731). Justin informed me that I could not use my sampler program to visit areas that I was lead to believe I had access to, instead I was only allowed to visit within the Diamond Resorts community. I decided at that time that I no longer wanted to participate and they would not let me out of my commitment. My major complaint is that I was lead to believe that I was purchasing a product that had benefits that would allow me to visit areas that it did not actual include. Also, I was denied access to the website until after the ten day cancellation period, which did not allow me an opportunity to cancel my product purchase. Sincerely, William H. Burrow

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/28/2016

Shannon Thompson Harner
356 McBath St
State College , PA, 16801

Phone: (202) 277-6532
Email: Sth126@gmail.com

Name/Firm/Company: Diamond Resorts US Collection - Liki Tiki resort Florida
Subject/Category: Timeshare cancellation within 10 day time period -
Street Address: 10600 west Charleston Blvd
City: Las Vegas , NV 89135 Levy
Phone: N/a
Website: N/a
Date of Transaction: 11/23/2016
Amount Paid: 9500

Questions/Comments:
I wanted to make your office aware that I had signed a Diamond Resort Vacation time share agreement in Florida at the Liki Tiki resort in Winter Garden, FL on 11/23/2016. I have subsequently decided to cancel the agreement and with Diamond Resorts within the 10 days and have sent a letter today 11/28/16 to the Rescission Coordinator for Diamond resorts At the address listed in the contract requesting cancellation and refund of all deposits paid. Letter was sent certified return receipt USPS. I also sent a copy of the letter to Sandra Colon the QA manager of the Liki Tiki resort certified return receipt USPS. I am unsure of the time Diamond Resorts will take to respond but wanted to make your office aware of this request so that there are hopefully no problems or delays from them and if there were to be you would have advance notice of the cancellation request.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/27/2016

Melchor Vivanco
989 Catalina Blvd
San Diego, CA, 92106

Phone: gilvivanco@gmail.com
Email: gilvivanco@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Diamond Resorts International
Street Address: PO Box 8526
City: Coral Springs, FL 33075-8526 Broward
Date of Transaction: 08/13/2013
Amount Paid: 35,407.55

Questions/Comments:
The below is what I sent to Diamond Resorts on June 4, 2016. Diamond Resort International 10600 West Charleston Blvd Las Vegas, Nevada 89134 Contract#: 16872605 I hereby demand that Diamond Resort International takes ownership of the deed that was sold to me under contract number 16872605. This contract was a fraudulent sale where I was told that it was an investment and the value of the points would always go up in value. During the high pressure sales tour I was assured that I could use the points to pay for annual dues, fees and property taxes - which is not true. The sales representative told me that the price of the points would go up the next day and that the offer they gave me was only good for that day. I was told that since I was buying more points, they would make rooms available with short notice - which was also not true. The sales representative signed me up for a credit card and told me that it would be easy to pay for the annual fees because my everyday purchases would allow me to pay for all my points. Yet, in order to accumulate enough points to pay for the fees, I would have to spend in excess of $270,000 per year in everyday purchases with the credit card. But my everyday credit card purchases do not add up to a tenth of that amount. Hence it would be impossible to build enough points to pay for any significant portion of the annual fees. I was also never told that the fees would go up every year. In short, I was lied to and sold an asset that has negative value. The availability of rooms is poor at best, and the annual fees for exceed the value of the sparsely available rooms. Your company has committed theft and I demand that Diamond Resorts takes back the deed for Contract# 16872605.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/21/2016

ROBERT MILBURN
45 TORENIA VERBENAS CT
Homosassa, FL, 34446

Citrus
Phone: 352.503.9645
Email: rbmilburn@copper.net

Name/Firm/Company: Diamond Resorts
Subject/Category: Refund of Cancellation of vacation ownership plan #17403816S
Street Address: Sales Address: Mystic Dunes Resort, 600 Mystic Dunes Lane; Sales draft: Diamond Resorts Sampler MDR, 400 N. Atlantic Ave., Daytona Beach, FL 32118 (877)374.2582
City: Celebration, FL 34747 Osceola
Phone: 407.396.1311
Website: mystic-dunes-resort.com
Date of Transaction: 04/11/2016
Amount Paid: 2995.00

Questions/Comments:
1497.50 - Robert Milburn
1497.50- Geraldine Milburn
Payment made 4/11/16, 1:32 pm after long 8:30 am sales 'presentation'. Upon arriving back at our unit, (10 minutes), discovered that amounts were already debited & posted on our AMEX accounts. Next day, 4/12/16, 8:30 am, tried to cancel (within 10 day limit). Was explained that needed to notify Diamond Resorts Financial
Services, 10600 W. Charleston, Las Vegas, NV 89135. We mailed Certified Return Receipt 11:21 am 4/12/16. Cert letter was delivered 11 am 4/15/16. Called Diamond Resorts (sampler program) 4/19/16 @ 866.854.2369. Because refund had not yet been posted on our
AMEX accounts. Was told that the cancelation had been
forwarded to First American Title. A response from 1st Amer
Title should be by Friday 4/20 that they received it. At that point, Diamond Resorts would start a 20 day wait period
for 1st Amer to refund our refund into our AMEX accounts. The payment was not a partial payment on a loan. It was the full price paid of the vacation plan # 17403816S. Since there were no loan papers, no financial info, no payments
set up, - just name & credit cards, like buying a pair of shoes; seems like returning said shoes and refund to credit card
would be instant...NOT Four to Five weeks later !

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/05/2016

Armand Esposito
6449 St Phillips Rd
Linthicum, MD, 21090

Phone: (410) 859-0490
Email: armand_esposito@comcast.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: Complaint re Diamond Resorts Denying Timely Filed Rescission Request
Street Address: 10600 dvWest Charleston Bl
City: Las Vegas, NV 89135
Phone: 702-473-7645, X79670
Website: www.diamondresorts.com

Questions/Comments:
About May 5 I mailed your office a complaint re Diamond Resorts not accepting that I requested timely they do a rescission on a contract. Just checking if my material was received

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/30/2016

Roderick Driscoll
3401 State Route 9
Peru, NY, 12972

Phone: (518) 643-2735
Email: drisc2000@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timehare Ownership
Street Address: 10600 W. Charleston Blvd.
City: Las Vegas, NV 89135
Phone: (800) 463-7256
Website: https://www.diamondresorts.com/

Questions/Comments:
I own a fixed week timeshare at Liki Tiki Resort in Kissimmee, Florida. The unit is under contract number 16808766. My ownership is for unit 204C during week 30 every year. My membership number is: 61-173141. As part of a divorce settlement, the deeded ownership of my timeshare was transferred solely to me, removing my former wife, Vicki L. Driscoll, from the deed. This process was handled by Erin Walker of Korshak & Associates of 950 S. Winter Park Drive, Suite 320, Casselberry, FL. The signed and notarized deed changes were recorded with Orange County on October 21, 2013. Diamond Resorts International acquired Island One Resorts on July 24th, 2013. Liki Tiki Resort was part of the deal. I've been to two "owners updates" since then where the salesmen for Diamond Resorts acknowledged Diamond's possession of a copy of the recorded deed. I also spoke to a customer service representative who similarly acknowledged that Diamond Resorts had a copy of the deed. Diamond Resorts is refusing to remove my ex-wife's name from the account that is connected to this timeshare unless I send them a copy of the deed, which I'm fine with, and send them $100, which I'm not fine with. Without the $100 they are refusing to acknowledge the change in the deed. Is this legal for a timeshare resort to ignore an ownership change in this fashion and demand a payment to acknowledge a duly executed and recorded deed? Secondly, in an attempt to force fixed week owners to convert their timeshare ownership to a floating, point system, Diamond International is not allowing fixed week owners to reserve any available space in the former Island One Resorts (Liki Tiki, The Cove At Ormond, Brian's Spanish Cove, Orbit One, Parkway Resort, Charter Club and Barefoot Inn). Instead they are insisting that fixed week owners can only exchange internally, through the Galaxy/Florida Club Connection, for other fixed week timeshares, excluding all other timeshares at these properties that were converted to the point system. I was notified of this issue at an owner update held in Daytona Beach in December of 2014. In that meeting the company representatives threatened me with the possibility that my fixed week ownership would become worthless if I did not convert my fixed week to points at a cost of, as I recall, $72,000 Diamond Resorts accepted my internal exchange reservation payment ($119) in July of 2014 without mentioning that I might not be able to exchange my deposited week due to the new policy blocking exchange access to any converted unit in the Island One system. As a result, my repeated attempts to make a reservation to use my deposited week have been unsuccessful. I have been informed that my reservation will expire in July and I will have lost the exchange deposit fee of $119 and the annual HOA fee of $872.48. Can Diamond block access by fixed week owners, through internal exchanges, to other available properties in the Island One system that once were available as part of timeshare ownership benefits before Diamond Resorts International acquired Island One? Shouldn't they have to forfeit the reservation and annual fees since they rendered my ownership and exchange null and void? Additionally, doesn't Diamond Resorts International have a fiduciary responsibility to not take actions that take away deeded ownership benefits or otherwise purposely devalue an owner's timeshare ownership? I'm sure there are many other Island One owners in the same situation as me. Thank you for considering this matter.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/18/2016

Jenny Kuo
3 Autumn Lane
Acton, MA, 01720

Email: jennykuoacton@yahoo.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Annual maintenance fees increase for time share in Orlando, FL
Street Address: 7600 Mystic Dunes LN
City: Celebration, FL 34747 Osceola
Phone: (800) 438-2929
Website: www.mystic-dunes-resort.com

Questions/Comments:
I bought a time share at Mystic Dunes Resort & Golf club in Orland, FL back on 2005. The resort got bought out by Diamond Resorts a few years ago. Diamond Resorts is aggressively trying to upsale points to the current owners in Mystic Dunes Resorts like that bought time share directly from Mystic Dunes. The annual maintenance fees has been going every year and it's almost double now. They told me if I do not spend extra money with them to change to the Club points or whatever I will have to pay more (expect to have12%-13% increase increase for the next 10 years) because a lot of members have changed as they recommended. I will be the very few people that still have the time share at Mystic Dunes Resort and expect to pay a lot more maintenance fees. Or, I have to pay $6000.00 to move me to the Trust so they can help me to keep the increase of annual maintenance fees at 3% early and if I decide I cannot afford to pay the annual maintenance fees I can surrender my 1 week time share to them free of charge. Is it legal for Diamond Resorts to practice business like this? I live in MA. We went down to Orland, FL years ago and love Orlando a lot and thought it would be a good place for family vacation. It's becoming a burden for us now. My husband bought the time share. Diamond Resorts constantly has different promotions and want us to spend more money with them or they will make changes to my current time share week. The simple easy way is to continue increasing yearly maintenance fees at larger path. Thanks for reading this and let me know what's my right. Appreciate! Have a good day. Jenny

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/27/2016

armand scapicchio
105 Hamilton st
Saugus, MA, 01906

Phone: (781) 864-5474
Email: jhaberek11@yahoo.com

Name/Firm/Company: Appolo/Diamond resorts
Subject/Category: misrepresented time share seminar
City: Las Vegas, NV
Phone: (702) 804-8600
Date of Transaction: 11/26/2016
Amount Paid: 00.00

Questions/Comments:
I think mu identity may have been compromised at a seminar AT THE liki tiki RESORT IN ORLANDO fL WHILE I was on vacation at a time share and was to get an update on my time share.gave them my license now I think I made a mistake
I am notifying my credit protection agency because after I felt I was scammed I have called Diamond Resorts but they are closed on Sunday
Will call on Monday am
Are you aware of any scams regarding Diamond Resorts or Apollo Holdings

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/21/2016

Michele Havens
5 Manker Drive
Florham Park, NJ, 07932

Phone: (201) 486-5607
Email: mhavens523@aol.com

Name/Firm/Company: Diamond resorts
Subject/Category: Diamond Resorts

Questions/Comments:
I am writing to describe my experience with Diamond Resorts. Last summer (August, 2015) while vacationing in Orlando in our Interval International time share (traded), we were asked to go to a sales meeting with Diamond Resort, who owned properties in Orlando. After 4 hours of a very aggressive and insistent sales pitch, we agreed to purchase a Diamond Resorts sampler at a cost of $3000. We used the sample this past August, 2016 for a trip to South Beach, Miami, Florida. This is what happened: We arrived at President Villa hotel before 1:00, and the room was not ready. We left our luggage and went to get some lunch. Arriving back at the hotel, the room still not ready. We went out for a walk and when we came back, the room was still not ready. The front desk staff offered us a complimentary drink at the small restaurant bar. Each time we asked if the room was ready, they kept telling us there is a room for us, giving us a room number starting on third floor, then second floor, then first floor in next building, but each time “the room was not ready”. Finally, after 4 pm, they gave us a room key to the building next door. We had to walk through an alleyway, which was under construction. The bell -hop took our luggage and walked with us to the room. As we walked, he said that he's embarrassed to take anyone to this room. We opened the door and could see why. It's a tiny little “box” of a room, with painted-over windows and barely even room to walk. The queen-sized bed barely fit between the two walls and a person had to hold the wall to get in and out of the bed. The TV didn't work, but there was a microwave, coffeepot and refrigerator, the last of which was in a tiny walk in closet. It was so narrow that only held with one small bar about 2 feet long that held only a few garments. There was a small plastic chair and table. We went back to front desk to complain and they told us to go to anther hotel if we didn't like it! We decided to stay but contacted Diamond Resorts and complained. We were told that they could show us their lovely rooms, but we couldn't stay in one of those-we had to stay where they put us. We stayed for the week, and it took 3 days for them to figure out how to connect the TV. Each day we had to walk through the alley, where homeless people now slept. We were also subject to constant construction noise and dust. Each day there would be either wall panels or ceilings missing in the hallway, ladders in front of the door, etc. Pictures are enclosed. We still have points left on our $3000 purchase, for one more vacation, but are quite hesitant to use them, knowing that we may have horrendous conditions to stay in. We decided to report Diamond Resorts to the Federal Trade Commission for their unethical (unfair business practices) and potentially illegal policies (staying in an unsafe building under construction). Please advise. Thank you in advance for your consideration. I can be reached at 201-486-5607 or mhavens523@aol.com for further information.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/06/2016

Sandra Tucker
7028 St Ives court
Jacksonville, FL, 32244

Duval
Phone: (904) 469-5253
Email: tucksondra77@gmail.com

Name/Firm/Company: Diamond Resort International/Palm Country and Resort
Subject/Category: TIMESHARE
Street Address: 7380 W SandLake Rd
City: Kissmmee, FL 32819
Phone: 877-374-2582-702-240-0638
Website: foreclosure@diamondresorts.com
Date of Transaction: 06/20/2016
Amount Paid: 200.00

Questions/Comments:
Diamond never called me to make arrangements and they sent me a certified letter in April 2016 for default date February 26, 2016 Deceitful should have current date. Diamond Resort International has also gotten rid of deceitful agents from Palms Country Club and Golf Resort and replaced with New Agents. Diamond Resort International has not called or offered me a reinstatement or payment arrangement when I was Not in Foreclosure yet when I made $100 payments a week and called Diamond to ask can we set up payment arrangement for $100 weekly and Thomas who I last talked to in May 2016 before transferred to foreclosure department, when I made $100 payment said no I have to pay in full. Thomas at the time said I only owed $1000 and to call financial area and try to get payment arrangement gave number for foreclosure department but never got thru. I also contacted the title company First American Title and talked to Sonia Hernandez 702-304-7515 and explained I have been making payments and asking for payment arrangements and Diamond Resort not willing to work with me keep saying they want payment in full and would email and send response to Sonia who told me to keep her informed of my situation because Diamond Resort 702-804-8600 should be willing to work with me since I am trying to pay and want to keep my property. Sonia said she will send email to foreclosure department at Diamond Resort International and ask them to call me and emailed me Diamond email and number but Diamond never called me. Sonia Hernandez from title company would try and help me and try to contact Diamond and be intercessor but Diamond not willing to work with me. Then Diamond Resort International send me a letter like they want to make payment arrangements with me and the phone number listed on the letter is disconnected and I told Sonia Hernandez at the Title company First American who also tried the number and found it to be disconnected also and I emailed Sonia Hernandez all information I would send to Diamond Resort International showing I am trying to make payments and asked for payment arrangements to no avail. Diamond Resort International did set up a payment arrangement with a friend of mine who owed $1500 and she pays $200.00 a month 2016. So why is Diamond not trying work with me? June 20, 2016 I sent in a certified check for #200 for maintenance bill and Diamond sent check back to me and I enclosed a letter asking Diamond Resort International who bought Palms Country Club and Golf Resort in Kissmmee Fl to apply payments I have been making on my loan I finance with Palms Country Clun and Gold Resort to my maintenance payments since they are past due but would not. I purchased a one bedroom with Mystic Dunes November 2006 Agent Pam Parker, Helen, and man from financial service told me they would take money I had previously paid when I had 3 bedroom lockout Unit with the Palm Country Club and Golf Resort 2001 and put towards one bedroom I just purchased at Mystic Dunes Resort in same New building I previously owned at Palms Country Club and Golf Resort otherwise I don't want to purchase one bedroom at Mystic Dunes Resort. Agents Pam Parker, Helen and man in financial services said the one bedroom I will purchase with them will be in the same unit I had previously owned as a 3 bedroom lockout in the In New Building. Agents Deceived and Mislead me to believe Unit I purchased in November 2006 was going to be the same unit when I purchased one bedroom in 3

bedroom lock out it was not. Unit Agents sold me one bedroom was in the old building which is Much Smaller . I found this out when I went to stay for my week in 2006 with my mom elderly and sister and it was not enough room for us to comfortably fit into one bedroom Unit and small frig so nowhere to put all the food we bought and small bed very uncomfortable and my taxes were paid up to date and current. I complained and talked to Agents and they did nothing. Agents Mislead and Deceived me I didn't give me fair amount of money from previous 3 bedroom lock out unit to transfer funds to New Purchase of one bedroom with Mystic Dunes Resort who purchased Palms Country Club and Golf Resort in November 2006 Even years. I also called Diamond Resort International and asked for name of company I financed loan with and representative would not give me information said they don't have anymore. Diamond bought property and got rid of fired Deceitful Agents that were deceiving/ misleading customer fraudulent deals. Palms purchased by Mystic Dunes then bought by Diamon Resort International in Las Vegas NV. Where does Palms Country Club come into play? I am not on new point system they have been trying to force old customers to get on. I was never told loan going into foreclosure until I called. Notice received in April about default but has February date in it? Fraudulent and Deceitful business practice in deceiving me as customer. I asked that payments I made on loan Be credited to maintenance bill that is more delinquent in letter I wrote but Diamond has not done so and sent $200 certified check back. Is sent several emails and made calls to Sonia Hernandez at First American Title telling her Diamond won't answer my calls transfer me several time. Diamond does not call me when I finally get thru your someone asking several times for payment arrangement Diamond representative say no Only payment in full when .I called in May and made $100 payment with girl told her I want to make payments she transferred me to Thomas said Not in Foreclosure yet in May 2016 said I only owe $1000. Gave me 800 number representative said wring areas kept getting wrong around. Diamond even sent me a letter regarding arrangement with wrong number listed told Sonia I need some help. and deceive me property I purchased one bedroom should have been in same unit I owned previously as told by agents when I purchased it would be But Deceitful Fraude company unit was in Old Building out dated furniture much smaller. Please help me foreclosure Sale Date is soon and I have tried everything I know to do. I only fell behind due to being laid off in Decemeber 2013 then car accident but still sent in what money I could.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/15/2016

Nancy Boudreau
2916 Rosewood Ln
Oklahoma City, OK, 73120

Phone: (405) 922-1460
Email: circus1951@hotmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Time Share company
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Website: https://www.diamondresorts.com/
Date of Transaction: 12/15/2015
Amount Paid: $2995.00

Questions/Comments:
We attended a Diamond Resort presentation in Orlando, FL, on 12/15/15. It was a bait-and-switch scheme, which we unfortunately fell for. They promised us verbally a great deal, but what we signed for in no way matches what was promised. In fact, what we received was not worth to us the amount we paid for it. We would like our money refunded.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/27/2016

Dolores Vigil
HC 74 Box 480
Pecos, NM, 87552

Phone: (505) 757-6390
Email: mdv1893@hotmail.com

Name/Firm/Company: Helping Time Share Owners, LLC
Subject/Category: Timeshare--getting out of contract
Street Address: 8615 Commodity Circle Suite 16
City: Orlando, FL 32819 Orange
Phone: (888) 678-0962
Website: www.reliefsolutionsinternational.com
Date of Transaction: 06/08/2015
Amount Paid: $6295.00

Questions/Comments:
I attended a meeting with several other timeshare owners in Rio Rancho, NM. We signed a "Mortgage Relief Advocacy Contract". The contract states that the process with take 12-18 months and I have contacted Saby Shanabrook at (Saby@help4tso.com), my personal contact, several times; at first she responded by sending me letters to forward to Diamond Resorts, but has not answered my e-mails the past two times. In the meantime, I am being constantly called by Diamond Resorts because I was told by my personal "helper" at the meeting not to make any payments so I have not paid.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/15/2016

Calvin Dixon
8406 Broadleaf Ave
Baytown, TX, 77521

Phone: (832) 926-4908
Email: calvindixon123@msn.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Misslead by Sales Rep
Street Address: 8651 Treasure Cay Lane
City: Orlando, FL 32836 Orange
Phone: (407) 597-2700
Date of Transaction: 06/15/2016
Amount Paid: 2,995.00

Questions/Comments:
I would like to file a complaint against Diamond Resorts International and how one of their sales reps miss led us in purchasing a $2,995.00 sampler package. The rep assured us that they could transfer $2,595.00 from a previous sampler package in 2013 (that was not used but has since expired) to cover part of the current sampler package. Instead the full amount of $2,995.00 was charged to a newly opened Diamond Resort credit card. The miss leading part was that we were not credited the amount they promised and they added the full amount to the new credit card we received in the mail. The credit card is financed by another company. So Diamond has their money already paid in full while we were led to think we would be making installments of $29.99 for the next 18 months. When asked if we could cancel the sampler package, we were told it was too late. There was only a 10-day period to cancel. I explained that we were out of town and just returned home to find the new credit card and the statement in the mail.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/22/2016

Christie Day
1903 Ocotillo Dr.
Alamogordo, NM, 88310

Phone: (575) 434-5784
Email: azdesertdays@yahoo.com

Name/Firm/Company: Diamond Resorts International, Title Transfer Dept.
Subject/Category: Title Transfer of time share from deceased owner to family member
Street Address: 10600 W. Charleston Boulevard
City: Las Vegas, NV 89135-1014
Phone: (702) 804-8600
Website: Diamond Resort International
Date of Transaction: 12/22/2015
Amount Paid: $100.

Questions/Comments:
I am having problems with the title transfer dept. of Diamond Resorts Int'l. I have done all I was requested to do to transfer a time share to my daughter from my mother, Sylvia Daniel, , reference SCN 16775297. The time share, named ORBIT One, in Kissimmee, Florida was purchased in Florida by my mother and father, and the warranty deed is dated November 26, 1985. My mother passed away on October 24, 2015 here in Alamogordo, NM where she resided. I mailed all of the paperwork to the TItle Transfer Dept.including a check, and have not heard from them in 2 months. I tried calling them, but they do not return my calls. I need help!!

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/14/2016

Rachel Bibey
152 Ponce De Leon Street
Royal Palm Beach, FL, 33411

Palm Beach
Phone: (954) 464-5206
Email: Rachelina1079@gmail.com

Name/Firm/Company: Diamond Resorts International.
Subject/Category: Timeshare
Street Address: 10600 West CharlestonBlvd
City: Las Vegas, NV 89135 Palm Beach
Phone: (702) 473-7645
Website: Diamond resorts international
Date of Transaction: 08/26/2016
Amount Paid: 38,640

Questions/Comments:
Purchased in Palm Beach

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/05/2016

James McKiernan
12048 Buckingham Way
Spring Hill, FL, 34609

Hernando
Email: 103072jimmck@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Time Share
Street Address: 10600 W Charleston Blvd
City: Las Vegas, NV 89135
Phone: (877) 787-0906
Website: Diamond Resorts.com
Date of Transaction: 10/05/2016

Questions/Comments:
I have been a owner with Diamond for 10+ years. I have two family members on my account as associate members. Until recently, when my daughter made a reservation, it showed the information on my account sight, Diamond Resorts recently changed their system giving my associate members their own account numbers and not posting to my primary member account any information as to number of points used, or reservations made. I question the legality of this new practice. I asked them if they would at least cc me the reservations made, and was told no.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/21/2016

VINCENT LANTIERI
5744 ELDER DR
West Palm Beach, FL, 33415

Palm Beach
Phone: (561) 578-1904
Email: blueh32006@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Time share solicitations
Street Address: 10600 W. Charleston Blvd.
City: Las Vegas,, NV 89135
Website: https://www.diamondresorts.com

Questions/Comments:
I stayed at a diamond resort hotel (Orbit One Vacation Villas) in Orlando for a few nights to visit Disney World I never signed up for time share marketing or attended their sales pitch seminars. And I have been continually harassed by diamond international on my cell phone and emails since I stayed months ago I have made several phone calls to tell them I am not interested and please stop calling and emailing, tonight I got another email and went to the contact page of the website I provided you and in order to contact them by email you must check a disclaimer stating they may contact you regardless of any previous requests not to contact, so I can not contact them by email to ask them to stop without giving them permission to continue to harass me . The phone calls have done absolutely nothing to stop them from contacting me and wasting my cell phone minutes please help if this is covered in the areas you serve and if this is not something you can help with can you suggest the proper agency to contact this company contacts to the point of harassment, they call and hang up aND call continually to market every time they do speak I ask them to put me on a do not call list as well as the calls I have made to the number listed on the website

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/20/2016

JAMES HARRELL
7920 harriet tubman la
Columbia, MD, 21044

Phone: (443) 864-0500
Email: halfmanhalfdog@ymail.com

Name/Firm/Company: The Palms Country Club and Resor FL,/ Las Vegas, Nevada 89135-1014
Subject/Category: Diamond Resorts International
Street Address: 10600 West Charteston BOULEVARD
City: Las Vegas,, NV 89135
Phone: (702) 823-7528
Date of Transaction: 06/28/2015
Amount Paid: 15 - 20.000 ?

Questions/Comments:
We agreed on a price and monthly payments in 3 transactions. At the end as we to sign the contract, I asked for all my notes, notes and my Receipts. They said they have kept them all together as on package, they said after I had singed all papers; they were put into package. So when I home, to maryland checked the papers, they deceived me and kept them. I tried from July to December 2015, they have not addressed this matter. Because of my age, I now believe this is what they've planed.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/18/2016

Maria Cecilia Alegria
3340 NE 190th St apt 204
Aventura, FL, 33180

Miami-Dade
Phone: (305) 332-1170
Email: jinjoque2001@yahoo.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshares
Street Address: 10600 West Charleston Boulevard
City: Las Vegas, NV 89135
Phone: (702) 823-7000
Date of Transaction: 12/14/2015
Amount Paid: 349.00

Questions/Comments:
I have asked Diamond Resorts on December 29 TO CANCEL A CONTRACT (signed in December 14) before using any of their services. They refused to fulfill my request because their cancellation period is 10 calendar days after signing but as I stated on my letter their seller told me that I needed to wait 14 days after the signing for using their system. How could I know what I was going to get before those 14 days if I did not have any information nor online nor on the phone on how their timeshare system worked? The timeshare seller hid important information from me and engaged in deceptive and unfair practices taking advantage of the lack of knowledge that I had at the moment of the contract signing. Once I had the complete information before my eyes, I realized it was a rip off. I am a Cuban widow and don't have money to hire an attorney. Could you help me, please? I would appreciate any kind of help! Thank you, Maria Cecilia Alegria

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/16/2016

Nerio Relampagos
6120 Caladesi Court
Jacksonville, FL, 32258

Duval
Phone: (904) 755-5670
Email: nerio512@yahoo.com

Name/Firm/Company: Diamond Resorts International - Grand Beach Orlando
Subject/Category: Timeshare Complaint - Fraud
Street Address: 8317 Lake Bryan Beach Blvd
City: Orlando, FL 32821 Orange
Phone: 407-238-2800 Ext 4385
Website: ContactUs@diamondresorts.com
Date of Transaction: 11/29/2015
Amount Paid: 2802.00

Questions/Comments:
Main Contact @ Grand Beach
Peter Bagnato - Quality Control Manager 407-238-2800 Ext 4385 Diamond Resorts Grand Beach Orlando, forced us to do an upgrade by promising "too good to be true" benefits and by allowing me to transfer my old timeshare once I sign another loan agreement for the upgrade. But now they are telling us the transfer will not happen until I paid off the new loan. Plus the benefits are not true.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/08/2016

Denise Bechthold
1050 Borghese Lane, Unit #405
Naples, FL, 34114

Collier
Email: denisebechthold@hotmail.com

Name/Firm/Company: Grand Beach Resort/Diamond Resorts International
Subject/Category: Fraudulent Activity
City: Orlando, FL Orange
Phone: (407) 238-2500
Date of Transaction: 01/16/2016
Amount Paid: 1114.00

Questions/Comments:
After paying $1114.00 for my weekly ownership rental for the year, Diamond Resorts and Grand Beach have given up my week. They didn't deposit the week into RCI for several weeks after they were supposed to and kept telling me they deposited our week into RCI. RCI kept telling me there was no deposit. On 12/08/16, after trying to resolve this with both Grand Beach and Diamond International, they deposited two weeks from a lesser value resort into RCI explaining that they already gave up the week I own and have paid for. In order to use these lesser weeks, I am expected to pay $119.00 to combine the deposits to make the value of what they did equal or greater trading power to the week I own and have paid for at Grand Beach in Orlando. This is fraudulent and what can I do to resolve this and leave ownership. We have owned at this resort for over twenty years.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/22/2016

Kenneth Hurst
P.O. Box 2217
Peekskill, NY, 10566

Phone: (914) 629-7673
Email: nyalphawolf@aol.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Phone: (702) 473-7645
Date of Transaction: 08/25/2007
Amount Paid: $45,000+

Questions/Comments:
Kenneth R. Hurst
P.O. Box 2217
Peekskill, NY 10566 November 7, 2016
[Reference: 9-6926566] Dear Sir or Madam: I refer to the misrepresentations in which Diamond Resorts International's, located at 10600 W Charleston Blvd, Las Vegas, NV 89135, sales agents stated it was a great investment and something that would increase in value as years went on. I eventually learned this was untrue by some internet research. Timeshare ownership with Diamond is worth nothing. So renting and/or selling is virtually impossible. They used the resale/rental potential as a way to convince me to purchase. Brandi Alexander has answered my correspondence and although, I have clearly stated my situation, she insists there was no misrepresentation because coverage was provided regarding the agreement. I consider that the terms are unfair and unattainable for the following reasons: contract was signed relying on sales agents' verbal disclosures, but it turns out that what is written on the agreement is not even close to what they said; there is never any availability no matter how soon or later you decide to book, and they recommend that you do so 10-13 months in advance, even so, there's nothing; selling and renting is not possible because according to Diamond, this was only for "personal use and enjoyment" and not for investment purposes, had I known this beforehand, I would have not agreed as I would have continued to use normal hotel/vacation planning. The sales agents did not disclose true information and for the reasons stated above, these term are not enforceable against me and should be voided. Since this is a violation in consumer protection laws, I feel I am entitled to some money back. I look forward to hearing from you soon. Sincerely, Kenneth Hurst

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/19/2016

Barb Yenchik
4893 Lucerne Rd
Indiana, PA, 15701

Phone: (724) 463-0619
Email: byenchik@comcast.net

Name/Firm/Company: Liki Tiki Village - Diamond Resorts International
Subject/Category: Liki Tiki Village timeshare
Street Address: 17777 Bali Blvd
City: Winter Garden, FL 34787 Orange
Phone: (407) 239-5000
Website: Diamond Resorts International
Amount Paid: $21,030

Questions/Comments:
I attended update meeting and was misinformed by sales rep Billy Rodrigues. He told me Diamond was listening to their members and addressing their issues..said they had a 'Freeze Program' where I could freeze my timeshare usage for a year and not pay my membership fee that year. The only reason I did this is I saw this a chance to fall back a year to save so I could make payments for new contract. BUT in order to do this, I had to purchase an additional 3000 points .My loan from Diamond was $23,228 @15.69%
I went to my home bank and applied for home equity loan at 3.5%. I had to have my home, a small condo appraised (addition $385) My appraisal was not enough for my bank to cover my total Diamond loan. I made a payment to Diamond Financial Services for $17000, Plus I had to pay a downpayment on a Diamond Credit Card of $4030. My bank insisted they would pay off the credit card, so I have paid a total of $21,030 to Diamond Resorts. I call their Financial Services and requested to put a [Freeze' on my timeshare for the year, They had NO clue what I was talking about... NO ' freeze program[existed ! I texted the sales rep Billy and he responded 'its not in place yet[He lied and misinformed me. I do not need the extra points. I am not getting what I thought I was investing in. I called Diamond Financial Services again and said I have paid $17,000, explained my situation, and asked if they would lower my monthly % rate. I still owe Diamond $6535.69. and my monthly payment is $390.59 a month. Even with me paying that amount, they offered no help. I now have an increased Membership/maintenance yearly fee of $3356. because I now have more points. Under my old contract, I was paying $2750 a year. I am ashamed, embarrassed, and scared that I let myself be fooled. I cannot afford this. My total monthly income of Social Security and pension is $4333. I am 68 years old single, a diabetic.and on Medicare. At this moment, I pay Insulin $60, Invokana $19 and Victoza $25. But by end of February, I am in the Medicare donut hole. Those same medicines per month cost... Insulin $424, Invokana $175 and Victoza $206. My decision was based on this ' Freeze' to allow me to fall back and save money for the following year. I cannot do this, contacted Billy and he said 'sorry about your situation and I should consider declaring hardship'. Again, I was misled and was told untruths. These promises are not written down on paper. No, Billly did not twist my arm. But I am not getting what was promised for my investment .I hope you can help me out. Thank you, Barb Yenchik

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/05/2016

Theresa Yong
26 Eagle Dr.
Key Largo , FL, 33037

Phone: (305) 451-3809
Email: arbolita@Hotmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare
Street Address: 10600 Charleston Blvd.
City: Las Vegas, NV 89135
Website: www.diamondresorts.com

Questions/Comments:
I am writing to complain about the business practices of DRI, Inc. They are impossible to work with when inquiring about owners' rights, responsibilities and ability to transfer title to someone else. I want to transfer title to a family member and have not received any assistance after several attempts. Their customer service center refused to give me a phone number of someone to speak with in the title transfer department, but instead insisted that I email inventory@diamondresorts.com and wait for an answer. Of course, I have not received one. Diamond Resorts bought out what was Island One and Club Navigo when they were, unbeknownst to me, in bankruptcy. As owners, we should have had the opportunity to decline the membership in DRI or otherwise surrender or sell our timeshare to the incoming company. We were given no such notice or option at any time. Instead, they sent us to a three hour high pressure sales pitch to get us to buy more points! (at $60,000 no less!) I finally found someone who would benefit from the timeshare ownership and even now I am receiving no customer service for the outrageous (and ever increasing) maintenance fees that they charge every year. Something must be done. Sincerely,
Theresa Yong

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/25/2016

Brenda Pettigrew
113 S. Morley St
Baltimore, MD, 21229

Phone: (410) 227-2612
Email: brelpettigrew36@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Time Share
Street Address: 8309 Lake Bryan Beach Vlvd
City: Orlando , FL 32823
Phone: (407) 238-2899
Website: Diamond Resorts.com
Date of Transaction: 11/16/2013
Amount Paid: 18,830.00

Questions/Comments:
In November 2013, we were going to purchase a Diamonds international time share, but changed our minds before the transaction was completed. They did a hard sale and advised us to just" try" a sampler for 18 months. We never took advantage of the 18 month deal, but found out just recently that they did not void the contract that was started and now we are responsible for the contract. There is an inconsistency because why did we have a sampler if it was not a trial period ;and why did we receive a call last year as the trial period was about to end asking us to choose a package. I believe this company uses illegal tactics to ensure a sale. They kept us all day, so we may not have been as vigilant as we should have been , But there are so many inconsistencies that the Company can not explain. I think many people are victimized this way and never say anything because they have signed the contract or the company did a bait and switch on the contract. We recognize our stupidity will cost us, but their tactics should be investigated so that it does not happen to others. We only found out when they sent another yearly assessment. The agent said the payment was delinquent and we explained we were only trying out the offering. She admitted we had a sampler but could not explain why we were still responsible for another assessment or why we received a call from David advising that our promotional period was ending. Please. Please investigate their practices. I understand we signed the contract, but this company does not operate in integrity. A hard hard lesson,

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/22/2016

John Corpuz
961 Yerba Buena Ave Apt 3
Emeryville, CA, 94608

Phone: (510) 329-2744
Email: jcorpuz87@me.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 05/20/2015
Amount Paid: 2500.00

Questions/Comments:
We attended a timeshare presentation at Mystic Dunes Resort, Orlando, Florida, on May 20, 2015. The salesman, John Pineda, lied from the beginning about the features, benefits, and advantages of timeshare ownership. He assured us that the process would last 90 minutes at the most and instead he held us there for 6.5 hours; this included a trip to a second, private location on the property. That was the first deception and the lies snowballed from there. During the agonizing hours-long presentation, we declined several times; all told, he lied about several things - things that would finally convince us to purchase a large number of points with Diamond Resorts International. John Pineda told us that timeshare properties appreciate like real estate. He told us about yearly price increases (that part could be true) and that we were buying at a great time. Each time we told him we weren't interested he countered with reasons why we should be interested. He told us that we'd never get the low rate he was offering ever again. He said that if we walked away now and returned at a later date we'd pay triple for the same type of unit. He also lied about using the timeshare as a form of passive income by renting it out for a profit. John looked at us conspiratorially and told us he wasn't supposed to tell us about renting so not to tell anyone at Diamond International Resorts he had said that. Such theatrics. And it is impossible to rent timeshares anyway. He also said that in a few years we could "make a ton on money" by selling it. When we had refused a purchase and balked at the price one too many times, Mr. Pineda spoke with the finance department. He came back with a "buy-back option", a unit that someone had sold back to Diamond; the maintenance fees were already paid. This was yet another deception solely presented to close the sale. How do we know that - now? When we called the customer service line inquiring about how to get into the buy-back program, customer service informed us they have never offered such a service. John also told us that by buying a pre-owned membership we'd be given additional points, points we could use for airfare and car rentals. We called to use the points and were told we did not qualify. A line of credit was opened in John's name - without knowledge or consent. Most offensively, John Pineda told us to refinance the timeshare immediately through a bank, specifically Bank of America, to get a lower interest rate. We contacted Bank of America and several other banks - none has ever heard of refinancing a timeshare. We called Diamond Resorts International soon after to simply cancel the contract and found we had missed the rescission period at that point in time. But had we been advised of this rescission period, we may have been able to cancel then.

Internet Mail Message

Date: 01/29/2016 08:32:19 PM
From: Paul Monte <palominopals1@aol.com>
To: pam.bondi@myfloridalegal.com
Subject: Cancelation of Contract Paul Monte 561 972-7225 email Palominopals2@aol.com

On 1/9/16 me & my wife were invited to the Marriott @ WPB,for them to help us understand our contract and how to use it. On that date (we were there 6hrs) we signed a contract to pay for better value of our plan. They also took my property in Sedona on a quick claim deed.(we paid $19,000.00 10 yrs ago) My total amount for this is $39,170.00. Over the weekend we rethought it I DID not like the deal and read articles just written in NYTime how unscrupulous Diamond is. On 1/12/16 we e-mailed and by mail Diamond Resorts of Change of mind. Also called MCard they said to wait they will try and straighten this out. sending attachments

----- Message from Paul Monte <palominopals1@aol.com> on Tue, 12 Jan 2016 20:37:03 -0500 -----

To: "Diamond Resorts International(R)" <DiamondResorts@email.diamondresorts.com>, Carol Monte <

Subject: CONTRACT

I would like to cancel contract written on 1/9/16 #17368665
Sincerely Paul Monte

----- Message from Paul Monte <palominopals1@aol.com> on Tue, 12 Jan 2016 20:40:27 -0500 -----

To: THECub@DiamondResorts.com, Carol Monte <Palominopals2@aol.com>

Subject: CONTRACT

I would like to cancel contract dated 1/9/16 contract # 17368665 thank you
Paul Monte

----- Message from Paul Monte <palominopals1@aol.com> on Tue, 12 Jan 2016 19:45:14 -0500 -----

To: THECub@DiamondResorts.com, Carol Monte <Palominopals2@aol.com>

Subject: Paul Monte

I Would like cancel my Contract done on 1/9/16 no17368665

----- Message from Paul Monte <palominopals1@aol.com> on Tue, 12 Jan 2016 19:38:07 -0500 -----

To: THECub@DiamondResorts.com, Carol Monte <Palominopals2@aol.com>

Subject: Paul Monte

I would like to cancel mine contract done 1/9/16 no 17368665

----- Message from Paul Monte <palominopals1@aol.com> on Tue, 12 Jan 2016 20:15:24 -0500 -----

To: theclub@diamondresorts.com, Carol Monte <Palominopals2@aol.com>

Subject: CONTRACT

I WOULD LIKE CANCEL MY CONTRACT 1/9/16 NO 17368665

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/27/2016

Marilyn Smith
621 Laurel Lake Drive B208
Columbus, NC, 28722

Phone: (828) 894-9803
Email: loranrsmith@gmail.com

Name/Firm/Company: Diamond Resorts, Parkway Internaional Resort property
Subject/Category: sale of timeshare week
Street Address: 6200 Safari Trail
City: Kissimmee, FL 32746 Osceola
Date of Transaction: 11/24/1990
Amount Paid: $9,850.00

Questions/Comments:
A realtor said that I needed to contact you in order to get out from under the obligation of the time share. What are the rules governing the resale of time share property?

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/01/2016

Keith Jackson
4301Glendale st.
Detroit, MI, 48238

Email: Keithjackson052@yahoo.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare

MSR / Followup
86520 Cpt

CYNTHIA H. COFFMAN
Attorney General

DAVID C. BLAKE
Chief Deputy Attorney General

MELANIE J. SNYDER
Chief of Staff

FREDERICK R. YARGER
Solicitor General

STATE OF COLORADO
DEPARTMENT OF LAW

RALPH L. CARR
COLORADO JUDICIAL CENTER
1300 Broadway, 10th Floor
Denver, Colorado 80203

Consumer Protection Section
Hotline: 800-222-4444

July 11, 2016

Florida Attorney General
The Capitol, PL 01
Tallahassee, FL 32399-1050

Re: Blocker vs Barefoot 'N Mortgage

I am writing on behalf of the Colorado Attorney General - Office of Consumer Protection to bring this matter to your attention.

While hearing from the public assists our efforts to best direct the investigative and litigation resources available to the Attorney General, we believe the complaint contains information or allegations which may be of particular interest to your agency.

Accordingly, we are forwarding the enclosed materials for your review to determine whether your office can provide additional support to the complainant.

We appreciate your review and any further assistance that may be provided. Should you have any questions regarding this referral, please contact our Complaint Intake Center at 720-508-6006.

Sincerely,

James Sidanycz

James Sidanycz
Program Manager
Colorado Department of Law
Consumer Fraud Unit
Phone: 720-508-6006

Connie Blocker
4539 Sheridan Avenue
Loveland, CO 80538

June 29, 2016

Colorado Department of Law
Ralph L. Carr Judicial Building
1300 Broadway, 10th Floor
Denver, CO 80203

Re: Barefoot'N Mortgage
2750 Florida Plaza
Kissimmee, FL 34746
Re: Contract # 880892025260 / Account # BFN 25260.1

Attention Client Relations,

Please be aware that the purpose of this letter is inform your company of my desire to have this contract with Barefoot N Mortgage cancelled. I have not been in happy with this purchase for many years and find it to have been a complete waste of money. As I responsible individual, I have kept payments but can no longer afford to do so. Especially with the increasing maintenance fees and taxes each year and the lack of availability. Having to pay so much money and never having used this timeshare is not rational and I cannot nor will not pay for this any longer.

On March 2nd of 2007, I entered into contract with your company and purchased in with the Barefoot'N in the Keys at Old Town during a visit to Englewood, Co. I was contacted by Great Escapes, a travel club I am a member of, and informed of this presentation. Once I arrived, I was greeted and assisted by Janis L. Condit, a sales representative of your organization. She informed me that I would enjoy being an owner of a timeshare. She began by informing me of all the many benefits and savings that I would receive with owning this timeshare. I attended this presentation with my partner. I was advised we would be able to take vacations all over the world any time we choose. We were informed that we would need to simply contact RCI and they would make all the arrangements for us. This was not true! Although we have never made any attempts to make reservations, we have tried to do a trade with RCI as we were advised we could and have never been successful. We were also informed that we could sell this timeshare for a profit. This was definitely presented as a potential selling point.

I informed Mrs. Condit that I could not afford nor were we interested in making this purchase. All our denials were ignored as they continued to apply more and more pressure into persuading our decision. She would continue to leave and return with more and more offers for lesser and lesser prices.
I felt that there was no other choice but for me to purchase or I would not be able to leave and enjoy our vacation. Each time I informed your sales staff that I could not afford it they continued to reply with the many ways that they felt I could. As I stated, I felt forced to comply.

I have never been to the resort in the many years I have owned it. I have also never been able to trade it for other vacation destinations in Texas and/or in Florida. I have tried to book a trade for years with RCI and have not been able to. I was also hoping to leave the timeshares to my daughters but due to the rising cost of associated fees it has become a huge financial burden for me and would be an even bigger financial burden on my daughters. As the cost of maintenance fees and taxes continue to rise it has become more apparent and rational that I would be cheaper to just book a vacation package by other means and not be burdened with all the expenses and complications of owning a timeshare.

I am 69 years old and have never missed a payment or financial obligation in my life. I will soon be on affixed income and will not be able to afford this timeshare. I feel like I was taken advantage of and forced to make a decision and sign my name on the line with all the obligations that go with it. I would gladly give back the timeshare to have this contract cancelled immediately. I would appreciate any assistance your office can provide with this matter.

Cordially,

Connie Blocker

Connie Blocker

CC. Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

CC. Colorado Division of Real Estate
1560 Broadway, Suite 925
Denver, CO 8020

CC. Consumer Financial Protection Bureau
P.O. Box 4503
Iowa City, Iowa 52244

CC. Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580

COLORADO DEPARTMENT OF LAW
CONSUMER PROTECTION SECTION
RALPH L. CARR COLORADO JUDICIAL CENTER
1300 BROADWAY, 7TH FLOOR
DENVER, COLORADO 80203

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Connie Blocker
4539 Sheridan Ave.
Loveland, CO 80538-1730

DENVER CO 802

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RICOH
JUL 06 2016

Colorado Dept. of Law CP.
Ralph L. Carr Judicial Building
1300 Broadway, 10th floor
Denver, Co 80203

80203-210400

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/21/2016

Daisy Alston
43879 Laburnam Square
Ashburn , VA, 20147

Email: daisymarte@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 07/01/2008
Amount Paid: 18000

Questions/Comments:
We have been a timeshare holder for a long while -since 2008- and have upgraded points several times - most recently 2014. From the initial presentation to the last upgrade to purchase points, the sales staff have all told us that the timeshare was a real estate investment. They all said that our purchase would build equity as real estate does. The company denies that the sales reps would say that and of course they cannot verify what they would call hearsay. These have been lies upon lies in this regard. It does not appreciate in value. There is no equity as these all have said it would have. They told us we could make extra money by renting it out or even sell it if we wanted to. And sell it we have tried to do. We listed it with Sell my Timeshare. Diamond Resorts International does not have a buyback program or we would have tried that, too. And yes, we had tried to rescind the contract by calling the office. The sales presentations were always promoted as 90 minutes. They have routinely run upwards of 4 hours. It was routine for the salesmen to talk in circles when we asked questions. They wouldn’t answer questions and rather got ramped up about another subject. We at that point would just be nodding as the information that was given went right over our heads. At one signing the person had a booklet “Read before signing anything” to be given to us. They gave it to us after all the signing was done. We received an email as a response for one letter saying that we signed everything, therefore we are responsible. We don’t deny that we signed the contracts. We are saying that the salesmen misled us about the features of the timeshare and misrepresented the benefits or advantages. We restate that the sales presentations were long drawn-out affairs and yet the signing of the contracts proceeded quite quickly. We thought the contract held everything that was verbally told by the sales people. We were not given ample opportunity to thoroughly read and digest the contracts. There was always some reason why we needed additional points or we had to upgrade to bigger/better.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/23/2016

Mercedes Ruiz de Pérez Rul
638 Hans Ave
Mountain View, CA, 94040

Phone: (650) 215-3581
Email: aperezrul@gmail.com

Name/Firm/Company: Palms Country Club and Resort Condominium Association, Inc
Subject/Category: Mystic Dunes Resort
Street Address: 7900 Palms Parkway
City: Kissimmee , FL 34747
Website: www.mystic-dunes-resort.com

Questions/Comments:
I am an owner at Mystic Dunes Resort managed by Diamond Resorts. The property has been paid off but we are still responsible for a maintenance fee on the years we have access to a week (every other year). I realized recently that my maintenance fee (we get bills from The Palms Country Club and Resort Condominium Association, Inc.) is higher than the cost of that same week on the internet, available to anyone without being owners. Our bill is $1,303 and the cost on internet is $980. I would like to get some guidance as to how I can resolve this. It seems as I get absolutely no benefits from being an owner if I could get a cheaper rate over the internet free market. I talked to them but they refuse to adjust my payments. Any advice or assistance would be greatly appreciated. Thanks

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/14/2016

Rachel Bibey
152 Ponce De Leon Street
Royal Palm Beach, FL, 33411

Palm Beach
Phone: (954) 464-5206
Email: Rachelina1079@gmail.com

Name/Firm/Company: Diamind Resorts International
Subject/Category: Timeshare
Street Address: 10600 West CharlestonBlvd
City: Las Vegas, NV 89135 Osceola
Website: Diamond resorts international
Date of Transaction: 07/13/2016
Amount Paid: 16,560

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/09/2016

Maria Mercedes del Rosario Ruiz de Perez Rul
638 Hans Ave
Mountain View, CA, 94040

Email: mercedesruizr@hotmail.com

Name/Firm/Company: The Palms Country Club and Condominium Association, Inc.
Subject/Category: Excessive Maintenance Payment for Time Share Property
Street Address: P.O. Box 8526
City: Coral Springs, FL 33075-3526 Broward
Phone: 1800-463-7256

Questions/Comments:
This complaint is regarding The Palms Country Club and Condominium Association, Inc. We are owners of a membership at Mystic Dunes Resort and Golf Club through Diamond Resorts International. Contract number is 2214289. We have been assigned week number 32, Unit 21-303 every other year. As I searched the internet for the property prices, I realized that the price for that week on Mystic Dunes via the internet was $980. The maintenance fee that we have been asked to pay for that same week is $1,303.75. It seems unreasonable that we, as owners, are been asked to pay a higher rate that what it would cost for a regular person to make an online booking. I called the property and talked to agent Teri Brady who put me in contact with another management person. They refused to make any adjustments to our maintenance fee. If we wanted to change to a different week we would have to pay an even higher price. I would like some assistance to resolve this issue and for our fees to be lower that internet rates available to non-owners. Thank you for your time. Mercedes Ruiz

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/24/2016

Nathan Stanfield
1503 Farina Loop SE
Olympia, WA, 98513

Washington
Phone: (785) 761-1573
Email: stanfieldjanell@hotmail.com

Name/Firm/Company: Diamond Resorts International-Mystic Dunes
Subject/Category: Timeshare Purchase
Street Address: 7600 Mystic Dunes LN
City: Celebration, FL 34747 Osceola
Phone: (407) 787-5678
Website: http://www.mystic-dunes-resort.com
Date of Transaction: 08/07/2016
Amount Paid: 10973.00

Questions/Comments:
Many misleading sales tactics, of course made verbally, and resort has refused to cancel purchase. Months of going around and around with no resolution is not acceptable. We have no intent of doing business with a company that will not own up to their mistakes and lacks integrity. They need to be investigated for the manipulation that takes place.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/20/2016

Jeff Barbour
4317 Birchwood Ct
North Brunswick, NJ, 08902

Phone: (732) 558-2516
Email: mrjaybee25@gmail.com

Name/Firm/Company: Diamond Resorts International/Mystic Dunes Resorts
Subject/Category: Timeshare Ownership
Street Address: 7600 MYSTIC DUNES LANE
City: Celebration, FL 34747 Osceola
Phone: 1-800-438-2929
Website: http://mystic-dunes-resort.com/
Date of Transaction: 12/30/2015
Amount Paid: 10730.00

Questions/Comments:
In late December of last year, my family and I went on vacation to Mystic Dunes Resort in Celebration, Florida. Upon check-in, the front desk clerk invited us to attend a 90-minute presentation. For our time, we would receive a $100 Visa gift card with no obligation to purchase. We were asked to attend the presentation during our stay; however, we opted to attend on the morning of checkout so this meeting did not disrupt our plans. Following checkout, we were escorted into a lounge room and told to wait. It was there that we met Mr. José Valez, a salesman for Diamond Resort International. I made a point to warn Mr. Valez that we were short for time. We had a rental car that we needed to return, in Georgia, by 6 p.m. He assured us we would be done within the aforementioned 90-minute timeframe. There was no real presentation that day. Mr. Valez immediately launched into a sales attempt and began to providing information such as prices for the varying levels of ownership. I use the term "ownership" loosely, because I have since learned that we are not part owner of any property. A few months after our purchase, I called to inquire about the deed I was promised during closing. I was informed that I was not going to receive a deed because I was on a point system. Mr. Valez manager, Mr. Robert Gonzalez, eventually joined us. He claimed he would provide the best deal possible, and proceeded to write down a starting price of $60,000. I scoffed at that and responded that we would never spend that kind of money for a vacation home. It was clear that we were not interested, but they would not take "no" for an answer. Mr. Gonzalez came back with an offer of $47,000. Again, we refused the offer. Repeatedly, Mr. Valez and Mr. Gonzalez excused themselves to converse with a third party. By the time they returned with a third offer, we had been there for three hours. They acted as if they had a big surprise for us when they returned. Mr. Gonzalez said, "This deal is only available today." Their final offer settled around $28,000. They insisted that ownership would be cheaper than paying for a vacation every year. However, with the monthly payments plus maintenance fees (which we have discovered will increase annually); there is no real basis for comparison. They estimated that we would have a monthly payment of $350.71. They never mentioned that maintenance fees were separate from this amount. It was only after I received a bill for over $1,600 in maintenance fees that I learned that maintenance fees were not included in the club dues. The club dues plus the maintenance fees for 10 years come to more than $58,000; and that is only if the maintenance fees remained the same during that time. We would have been better off saving our money in an interest-yielding bank account and paying for a vacation out of pocket! We were told that upgrading from a one-bedroom unit to a two-bedroom suite would guarantee more points toward our vacations and increase the value of our ownership and exchange power. However, none of the vacations we researched came close to the point's range we purchased. We cannot understand from where Mr. Valez and Mr. Gonzalez based their estimates, but the information was grossly overrated. By the time we settled on a contract deal, we were late in returning the rental. Mr. Gonzalez promised to cover the late fees associated with the rental car. To date, I have received no compensation for this, nor are there any indications in the contract that we were reimbursed until recently when Diamond Resorts employee, Ms. Shelly Knapp sent us a REVISED/FRAUDULENTLY revised contract. This was done AFTER our

purchase and AFTER we signed this so called legally binding contract. In April of 2016, we called Diamond to cancel our contract and were denied. They literally suggested we pay for something, and then give it back to sell again. We refuse to sit by and allow ourselves to be cheated by this contract. We will not allow another dime to fall from our hands. Clearly we have been subjected to deceit and fraudulent activity. This is not acceptable. Had the sales agents been forthcoming with details surrounding the timeshare, we never would have agreed to a purchase. We demand that our contract is cancelled, and we do require a full refund of all money paid to date, penalty free.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/20/2016

Tina Marie Fleury
4112 SE 9th court
Cape Coral, FL, 33904

Lee
Email: decorandafter@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Vacation Club
Website: www.diamondresorts.com/
Date of Transaction: 02/01/2016
Amount Paid: approx 3000.00

Questions/Comments:
We have not been able to book trips at times or destinations as presented. My credit card has been charged for payments without my authorization after I've already made a monthly payment. We were told an additional 3 day weekend was required to learn how to use our points more effectively, we were badgered while I was ill, I was told it would be reported to credit bureau to improve my credit rating (which it has not)...the lies just keep growing

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/28/2016

Peggy Steckert
1383 Still River Drive
Venice, FL, 34293

Sarasota
Phone: (270) 303-7572
Email: donirenenew@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare developer not allowing secondary mkt and deception
Street Address: 10600 West Charleston Blvd.
City: Las Vegas, NV 89135
Phone: (877) 374-2582
Website: diamondresorts.com
Date of Transaction: 04/06/2012
Amount Paid: $50,000

Questions/Comments:
I have learned that legitimate timeshare re-sellers who are licensed with the state of Florida, will not accept Diamond Resorts, domiciled in Nevada, points to resell, but will accept Diamond's competitor's points for resale. My husband and I are only one owner, but consider the following journalists who have all written articles about improper sales practices at Diamond: Gretchen Morganson, Pulitzer Prize winner, "The Timeshare Hard Sell Comes Roaring Back" New York Times January 22, 2016 Roddy Boyd, "Diamond Resorts and Its Perpetual Mortgage Machine" Southern Investigative Reporting Foundation, March 7, 2016 Clarion Johnson's reports written for The Capital Forum, August 2014 and January 2016 - His most appalling example of deception being a woman with terminal brain cancer at the time of purchase being promised she would be able to stay at a NY City Diamond resort to see a Macys Day parade; when Diamond did not own property in New York City. She and her husband paid Diamond $100,000. Matthey Zeitlin of BuzzFeed just reported on the Consumer Financial Protection Bureau's investigation of Westgate timeshare. His report speculates that Diamond is probably on the radar. March 18, 2016 We are senior citizens held hostage by Diamond. We refuse to allow the company to take back the $50,000 in points we have invested, only to see Diamond resell our points at full value, while restricting us from using a re-seller. The two brokers I talked to said they do not know of a licensed broker who will sell Diamond points due to the restrictions Diamond has placed on points purchased on a secondary market. Below is an article I wrote that has been reviewed by Mike Finn, an attorney whose firm employs five lawyers devoted to timeshare. My jaw dropped when he told me his 400 to 500 cases would make a diagnosis of cancer look like head cold. The timeshare companies tell him hardship is not a legal defense. We were told Diamond would take back points in the case of hardship at the time of our purchase.We are not hardship, but as a former financial planner, I would never have bought something I could not resell. With the aging baby boomer population, and the cost of long term care, this is only going to get worse. Diamond reported 25% of 2015 point sales have been set aside as noncollectable. The figure for 2015 was $80 million set aside as noncollectable for all of Diamond's 2015 revenue. I have attached an article I wrote which has been reviewed by Mr. Finn, David Cortese of Magical Realty and two of the journalists mentioned above. Please read the articles listed above. If the Consumer Financial Protection Bureau is investigating, why aren't the AGs? One person I interviewed said he has received death threats as a consequence of his efforts to change timeshare. He is an industry insider. My best friend lived with me for the last two months of her life, afraid of her husband. He murdered her, so I take death threats seriously. It's another reason I am sending this email. 270-303-7572
(legal name Peggy Irene Steckert)
Diamond Resorts Predatory Marketing Practices
Diamond’s Unfair Trade Practices Restricting the sale of Diamond Points
Front Four Capital Group and ADW Capital Partners, venture capital firms owning large blocks of Diamond stock wrote a letter to CEO David Palmer demanding “the exploration of strategic alternatives to

maximize shareholder value", recommending a leveraged buyout to take Diamond private. They are seeking a 30% internal rate of return. Mr. Palmer heeded their advice, as mentioned in Diamond's 2015 annual report to shareholders. If this happens, Diamond owners will be left at their mercy. We did not know Diamond timeshare was a lifetime commitment. When my husband and I purchased points in 2012, we did so unwillingly. In 2008 we purchased a week from a company called ILX, at Los Abrigados in Sedona, Arizona. ILX failed and Diamond Resorts entered into our life. In 2012, the price of a Diamond "point" averaged about $4.50. By 2014, the price of a point trended down to the $2 range. We were given 4200 Diamond points for our ILX unit, which equated to $8.00 per point compared to what we had paid for it. We initialed a "Point's Usage Acknowledgement" form as part of our contract documents. Paragraph 4 states: "I/we understand the average Point value to stay 1 week in THE Club is approximately 5500 points for a 1 bedroom". The bold and underline type are in the actual document. In other words, existing owners are given less than the average number of points for a week stay as a means to coerce existing owners to upgrade. After our first 2012 meeting with Christine Dargon, a Diamond "counselor", we purchased 2500 points in order to have an adequate number of points. She explained the necessity of joining the Diamond system. The 2500 points were purchased for $3.00 per point. I asked Christine, "What happens if we can no longer travel?" She explained that Diamond has a "hardship" department that would take back our points should the need arise. I do not believe Christine is a dishonest person. She was, at the time, a Diamond owner. She told us she was a former psychologist with no sales background. I believe Christine really believed Diamond would take back points automatically if we suffered a hardship. She did tell us our points would revert back to Diamond at no value. At the time, I did not think about the fact that Diamond could then turn around and resell the points for full value. The transaction is not subject to local real estate laws, so it is an easy and a highly profitable outcome for Diamond. Fixed weeks can be sold, although at a dramatically reduced value. Not so with Diamond points. Although Marriott Vacation Worldwide and Wyndham points can be bought and sold through legitimate timeshare re-sellers, like Magical Realty and Island Consulting Realty; Diamond has done everything in its power to restrict the use and sale of secondary points. An "organized and fluid secondary market" is listed as a potential risk in Diamond's annual report to shareholders. After consulting Finn Law Group, a law firm specializing in timeshare relief, we learned that, according to timeshare defendants, "hardship" is not considered a legal defense. We learned that developers fall back on the clause: "we did not rely on oral representation to make our purchase" claiming anything a sales agent said is null and void once a contract is signed. Illness, divorce, Alzheimer's, loss of a spouse, or disappointment with limited resort availability does not matter. Mr. Michael D. Finn, the attorney we spoke with, told us his firm represents 400 to 500 clients struggling to be released from timeshare contracts. When I mentioned the hardship example of a cancer diagnosis, he said his hardship cases make a cancer diagnosis look like a head cold. An owner really does not understand the program at point of sale. It's not until you attempt to book a vacation, you learn the limits of availability. The program bears some resemblance to multi-level marketing. Consumers, who can only afford one week for an average price of $26,007, and an annual maintenance fee of $1460, allow Platinum members spending $100,000 or more, the program perks and better availability. If the purchase is financed by Diamond (banks will not finance timeshare purchases), an average interest rate of 14% applies, despite an average credit score of around 750. In 2015, Diamond reported a 17.3% increase in Vacation Ownership Interest (VOI) sales to $624 million. Total sales were $954 million. The 2015 $624 million VOI sales figure represents an increase of $115.9 million over 2014, offset by $23.6 million in Diamond's provision for uncollectible vacation interests, resulting in a net increase of $92.3 million. In other words, a whopping 25% of the sales increase is predicted to be uncollectible. This $23.6 million, or $80 million for all of 2015 revenue, is just a number on an annual report to Diamond, and to the analysts who follow and recommend Diamond stock. Current CEO David Palmer earned $19 million in compensation for the last two years, while people falling on hard times are forced to own an asset they can't sell, obligated to pay maintenance fees increasing at about 10% per year. An 18% interest rate begins the day the maintenance fee is due. Diamond increased 2015 sales by 12% and doubled net income. On the other side of these glowing numbers are people who are hurting, people who walk away from $26,007 or more, only to have their points flipped to the next unsuspecting consumer at full price. Most people are so glad to get out from under the burden of rising maintenance fees, 18% late fees, collection calls, unwanted solicitations, and limited availability; they don't even think about the money lost. We were told the collection agencies even call your neighbors. We have made the program work for us by booking stays during discount periods. However, if we wanted to use our points to stay in New York City to visit our daughter, it would require 24,000 to 45,000 points, equivalent to over $4,000 in our maintenance fee dollars. The same hotel could be booked online for $1,100 per week, including taxes.

The high level of points required is also true for San Francisco and all the resorts in England. Diamond offers airline rewards in exchange for points. If we exchanged 10,000 points, equivalent to $2,000 in maintenance fees, we would earn one domestic airline ticket. Not a great deal. The high point properties are often Diamond “affiliated resorts”. We hesitate to stay at a property “out of network” after a bad experience we had at Great Wolf Lodge in Kansas City. We booked a weekend family suite for 8,000 points to spend with our daughter and grandson the last week of 2013. When we arrived, Great Wolf had no record of our reservation. We produced our hard copy Diamond confirmation. They explained that Great Wolf is an “affiliate” resort, meaning they were not owned or staffed by Diamond employees. They said things are frequently confused, but the confusion usually turns out to be a misspelled name. Not in our case. We stood at the reception desk for two hours while Diamond blamed Great Wolf and Great Wolf blamed Diamond. By this time I was crying, which was causing a scene. The last week of a year is the busiest week for Great Wolf. Instead of the family suite, they offered us a hotel room with two double beds. Angry, we left our daughter and grandson in Kansas City and drove back home to St. Louis with Christmas presents in the trunk. We were in no mood for Christmas. The Diamond representative seemed proud of himself for convincing a supervisor to return our 8,000 points. Lisa and Brian stayed the weekend at Great Wolf for free. Mr. Palmer stated in his SEC K-8 rebuttal to Gretchen. Morgenson’s New York Times article about Diamond, “I wear the fact that 60% of sales comes from existing owners as a badge of honor.” Many existing owners, who are frustrated with lack of availability, are assured by Diamond sales agents that the purchase of additional points will solve their dilemma of limited availability. We fell for this twice. We bought an additional 3500 points in 2012, the same year we bought our first 2500 points. Our second purchase cost $10,745 or $2.92 per point. We do not fault the sales agents. They were professional and we understood the program. However, we have enough points. As of our most recent August 2015 stay; we were still being hounded to buy additional points, despite my husband’s age of 77, now 78. After one subsequent and agonizing sales presentation disguised as an “owner update”, we vowed never to attend another presentation. Deceptive sales and marketing practices are another area of concern. In July of 2015, we were persuaded to attend a 55 minute Grand Beach, Orlando presentation for owners. Three times I asked if we would be paired with a commissioned sales person and three times we were told no, only if we had questions in the last ten minutes. Again, the young lady we talked to really believed this, as we learned later. We refused to sign the appointment form because the fine print at the bottom said we would be robo called if we signed it. They called us anyway, almost daily. When we arrived at the reception area for the “non-sales” presentation, we were greeted by a commissioned sales person. She came and got us after the presentation and we were tortured by three increasingly sophisticated and aggressive sales agents for an additional three hours. I repeatedly told them my husband was 77 and I will soon be Medicare eligible, so we are more interested in long term care plans. There is no upper age limit when it comes to Diamond solicitations. There needs to be a legitimate secondary market. Diamond tells prospects to think of their points as a second home. Who, in their right mind, would purchase a second home knowing it could not be sold. If Diamond is reporting increased profits with doubled net income, and reselling points taken back at full value, consumers should be able to be released from their contracts if they are unhappy with the service, or suffer a hardship. Consumers should be refunded a nominal, prorated amount for their purchase of a service they did not have an opportunity to use prior to purchase. Even owners, happy with their Diamond points, should have sympathy for owners who have hit hard times. There needs to be greater disclosure. If a solicitation is emailed, or in a magazine ad, it clearly states the offer is a time share sales presentation. At a Diamond hospitality desk, efforts to “upgrade” an owner by selling them more points are disguised as an “owner update” or an informational presentation. While I’m encouraged by the CFPB Westgate investigation, I hope the Attorney Generals of all nine states Westgate operates in will initiate their own inquires. I hope the CFPB expands the scope of their investigation to include Diamond Resorts, because many of the issues that are likely to be uncovered in the Westgate investigation are also issues at Diamond. Diamond places an additional burden on the backs of consumers by preventing the sale of points on the secondary market. In effect, the consumer is held hostage, not able to unload their timeshare. The owners of Westgate timeshare are building a 90,000 square foot home. Diamond CEO David Palmer earned $19 million in compensation in the last two years. I read the stories of hurting people complaining to the Better Business Bureau, Complaints List, Trip Advisor, Red Week, and other internet portals. None of the timeshare firms are BBB accredited, but there are many complaints. DRIP is a website started by over 1000 British Diamond owners trying to get out of their contracts. It stands for Diamond Resorts International Protestors. The number one complaint filed with the Attorney General of Florida is about Timeshare resales. Last year, the Miami court charged 13 people with a double scam. Those charged had

drug-related, violent crime backgrounds. The perpetrators responded to timeshare sales ads by promising to sell the timeshare. After taking the money and disappearing, they reappeared as timeshare recovery fraud experts. The same people! Although Florida legislation, making it illegal to accept upfront fees, has reduced complaints by 57%; it still has been the number one complaint filed with the Florida Attorney General's office for the past two years. There are legitimate timeshare resellers. David Cortese at Magical Realty in Orlando is one. His firm will not market Diamond points due to the restrictions Diamond has placed on the use of secondary points. Mr. Cortese referred me to Tom Tubbs at Island Consulting Realty, describing Mr. Tubbs as a person who can sell any timeshare if he can. Mr. Cortese specializes in Marriott Vacation Worldwide properties. Mr. Tubbs told me he would not market Diamond points either. While Diamond competitors, Marriott Vacations Worldwide and Wyndham allow point resales, Diamond does not. If an owner resells points in a secondary market transaction, the buyer may receive a small proceed from the sale, and the broker receives a commission. In the case of Diamond points, Diamond takes back the points at no value to the consumer, and resells the points at full value. The Attorney Generals will go after resale companies, but they seem to leave the developers alone. Developers are able to rest their case with the clause, "I did not rely on oral representation to make my purchase", and on the five to ten day recession clause, while the consumer is on vacation, possibly with the kids, traveling by car or plane to their destination and home again, not having the opportunity to use the service until the next vacation. Sadly, the recent Diamond acquisition of Gold Key and Intrawest starts the whole process over again. Despite all this, my husband and I are not unhappy with our Diamond ownership. . Since Diamond took over ILX in 2012, we have stayed 181 days at an average cost of $53.37 per night, not including the $34,000 we paid to ILX and the $15,000 we paid to Diamond. Diamond did us a favor by selling us 2500 points for $5,305 plus our Holiday Shores Ozark fixed week that was a liability. This saved us $500 a year in maintenance fees, plus significant special assessments. We have stayed at mostly nice Diamond resorts in a one bedroom, or one bedroom deluxe unit. Our original intent in 2008 was to be able to spend a week in Sedona. In 2016, we used 6000 of our 10,200 points to stay two weeks in a one bedroom deluxe unit at Los Abrigados, leaving us with 4200 points remaining for the year. Our Diamond maintenance fees are $2,211 for 2016. This means our two week stay cost 58 percent of our $2,211 maintenance fee or $1,276 for a two week stay, not taking into account the principal amount of $50,240 invested. We overpaid for the ILX unit, prior to Diamond's involvement, purchasing little by little until we owned an every year one bedroom unit for $34,000. As a retired stockbroker, I remember what happened to TWA shareholders and what they were left with after the TWA bankruptcy. ILX went bankrupt. That does not excuse Diamond for treating less distressed acquired owners, the way they feel they have been treated and been taken advantage of. We can only speak of our situation and experience. Yes, we were deceived into thinking availability was greater than we were led to believe. Diamond should account for that. On the positive side, we like not having to pay an exchange fee when we stay at Diamond properties. RCI charges $199 for an exchange in addition to an annual subscription. We no longer need RCI. What we don't like is the relentless attempts to sell us more points, battling off hospitality agents who are measured by how many couples they manage to get in front of a sales agent. We can afford our $2,200 annual maintenance fee. We are not in a hardship situation, but we would have never bought into something we could not get out of. Diamond's contract only states that they have the right of first refusal if we want to sell our points. We did not know they put up barriers to prevent a secondary market. Diamond will continue to recite the party line about how happy their owners are and how they do not tolerate improper sales practices, until the Consumer Financial Protection Bureau looks into their practices. Hopefully, the CFPB's investigation of Westgate will reveal predatory sales practices that will lead to the investigation of timeshare developers with similar predatory practices. My goal is to make Diamond a better company. My suggestions for an owner friendly, kinder and gentler Diamond Resorts International, are as follows: 1. Implement a 14 day recession clause instead of the 5 - 10 day period. I believe this has been implemented in England. 2. Remove restriction on use of secondary points. This would allow consumers who own Diamond points to have the same rights as Wyndham and Marriott Vacations Worldwide point owners. Wyndham and Marriott also have restrictions, but they are not as severe. 3. Notify prospects in writing prior to a presentation or tour that an "Owner's update", or other misleading name, is a timeshare sales presentations like in magazine ads. 4. Provide owners with a larger print disclosure form, informing them that their points cannot be resold, or severely restricted; and deeding them back to Diamond is not guaranteed, even in cases of hardship. 5. Disclose in writing a five year history of maintenance fee increases and the assignment of an 18% interest rate, beginning on the due date and lasting until the maintenance fee is paid in full. 6. Allow the buyer a "hands on" trial demonstration booking a Diamond week so that consumers understand limited availability - unless they

are flexible to travel in discount periods. Many of the internet complaints are about limited availability. Most people test drive a car before buying. 7. Do not offer gifts to prospects over 75 years of age. A resort around the corner from Diamond’s Mystic Dunes in Orlando has this stipulation as an internal policy. After retiring from the brokerage business, I worked as a CASA supervisor, writing and editing court reports on behalf of children in foster care and teens aging out. I go by my husband's name of Irene Parker, but legal name is Peggy I Steckert

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/19/2016

Shirley E Hill Hill
2815 West Lawrence Ave
Springfield, IL, 62704

Phone: (217) 220-7846
Email: sehill02@att.net

Name/Firm/Company: Carl Jackson
Subject/Category: Timeshare By Owner
Street Address: 8810 Community Division
City: Orlando, FL 32819 Orange
Website: unknown
Date of Transaction: 07/19/2016
Amount Paid: $2,997.00

Questions/Comments:
Carl Jackson called me today and said that I could get up to $15,000.00 to$ 20,000.00 since Apollo Global took over Diamond Resort International Orlando, Fl. I found out that that was a lie, and he has been lying to me from the start. I told him that I was no longer a Timeshare Owner from the start. I am filing a formal complaint against him today. This company is Timeshare By Owner. # TP79818 Client Services 1-888-4020280. I am a senior and he had to buy my name to harass me. I am on the no Call List. Please help me I am a senior.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/13/2016

angel castillo
3948 w. roscoe street
Chicago, IL, 60618

Phone: (708) 506-9854
Email: angelcastillo1944@yahoo.com

Name/Firm/Company: american resort,lnternatoinal,diamond resort pearl development nv oyester bay beach resort concord services lnc.
Subject/Category: timeshare scam
Street Address: two transam,plaza,suite 300 oakbrook,lll.
City: Oakbrook, IL 60181
Date of Transaction: 03/01/2000
Amount Paid: $60,000

Questions/Comments:
l was scam by this companies l kwowof one ortwo in your state please anythingyou could do to help me american resost association diamond reasort all this people are connected but since only one they kwow l cann't do any thing they been ripping people off for millions and millions of dollars throught out the unitedstates and abroad is a big gangster corporation feeding on the poor and the seniors citicens of this country that want to travel,there is another conpany in your state lnterval travel service and want justice for me and other victims,l want my monies back and press charges.sincerely yours,angel,city of chicago retireed,by the my niece lives in florida and she wants me to move there,thankyou in advanced.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/12/2016

Brucce Lum
469 Simpson Ave
North Bend, OR, 97459

Phone: (916) 204-8950
Email: ortrvlr55@gmail.com

Name/Firm/Company: Diamond Resorts US Collection Development
Subject/Category: Notice of Rescission
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 10/02/2016
Amount Paid: 14484

Questions/Comments:
I signed for a timeshare purchase on 10/2/2016. I subsequently filed a Notice of Rescission on October 5, 2016. I went out of the country and returned on 10/25/2016 to find out my Notice of Rescission was not processed. I have been working with Diamond to no avail. I have been sent from one department to another since 10/28/16 to find out what happened to cancel the transaction. Today 12/12/16, I called Diamond and found out that they preliminary found I did not submit a Notice of Rescission and wanted some more information. Information that I provided on October 28, 2016 that included a copy of my letter canceling the transaction.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/03/2016

Mary Richardson
8537 Longwood View
Baton Rouge, LA, 70810

Phone: (225) 733-6381
Email: mrichardson777@cox.net

Name/Firm/Company: Wyndam/ now sold to Appollo Resort
Subject/Category: Over charging/misinformation/locked in to contract that has been sold.
Street Address: 7380 Sand Lake road
City: Orlando, FL 32819 Orange
Date of Transaction: 07/09/2005
Amount Paid: 18,900.00

Questions/Comments:
this is a complaint and i have questions.. i purchased a resort under Wyndam Resort in 2005.without any notification to get out of a contract, it was sold to several times to other parties Mystic Dumes, Diamond Resorts,etc. and now its Appollo. The maintenance fees have sky rocket extremely with no explanation of why. I have paid the resort off and haven't been able to utilize the resort. I have requested to be paid for the resort and opened to sell to another consumer. I have paid a Florida agency to post information to sell the resort. i don't believe they are trying to do so. My concern is that they will continue to sky market me financially with maintenance fees and allow the PUBLIC to also RENT out the resort that I own and is paying maintenance to keep up. I believe that my age have help me to become more vulnerable to mishaps along with the fact that i don't currently live in Florida. Please help me resolve this issue. I want someone to look into my original contract that i signed in 2005. I did not sign for an increase maintenance charge. I believe they are price gouging.i was only paying 523.55 a year, not they are charging me 1300.00 a year. i believe there are double dipping involved in the transferred transaction/contracts and rental to the public. I am on a fix income now. Please help me to resolve these issues. I can be reached at the information listed .Thank You, Concerned Senior Citizen,Mary Richardson 225-773-6381 or 225-772-4922.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/06/2016

Michael Winiarczyk
2609 W Southern Ave #394
Tempe, AZ, 85282

Phone: (480) 398-5092
Email: jwiniarczyk@hotmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Time Share
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Website: Diamondresorts

Questions/Comments:
This firm is ruthless and intimidating. They mislead you into buying points that you can do anything with, until you try. They pressure you until you are in tears and finally give in. Presentations last up to 4 or more hours with new people continually trying to get you to say yes. They talk you into opening more Credit cards to come up with the down payment. Nothing is explained fully. After signing your salesperson is no longer available to help. The full paperwork is not given until you sign, so you don't have time to review in private.

Office of the Attorney General

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

The contact information MUST be provided as we correspond via U.S. mail. Incomplete forms cannot be processed. PLEASE WRITE LEGIBLY. Only one business per complaint form.

Person Making Complaint:	Complaint is Against:
Miss/Ms. Mrs./Mr. Cooper, Charles S Last Name, First Name, Middle Initial	Name/Firm/Company
PO Box 5495 Mailing Address	Mailing Address
Cleveland (Bradley) City, County	City, County
Tn 37320 State, Zip Code	State, Zip Code
603-496-0588 Home & Business Phone, including Area Code	Business Phone, including Area Code
ultra2sc@gmail.com Email Address	Business Email or Web Address

Product or Service involved: Times share Amount Paid: $

Date of Transaction: 10/25/16 I was contacted by: ____ Telephone ____ Mail ✓ Other

Have you retained an attorney? ☐ Yes ☑ No

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

If you filed complaints with any other governmental and/or consumer agencies about this matter, please list those agencies: FTC, FL Dept of Business & Professional -

(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 indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☑ Yes ☐ No

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

Please explain your complaint. Attach additional sheets, if necessary.

We Purchased Time Share at Diamond Int'l in Kissimmee FL 10/25/16.
I was under the impression that I could go home and refinance the balance of the loan, over and above the 6378.80 they took as a deposit on a new Diamond Credit Card.
I didn't get back home until Nov 5th.
I went to my credit union they said noone will refinance a timeshare. I then contacted Diamond for options to cancel my contract.
At that time they told me, I had a 10 Day time limit and I couldn't do anything as it was past 10 days.
I feel I was misled about Refinance and noone pointed out the 10 Day limit.
The contract was a rush/rush deal and my wife and I didn't really have time to read the material.
We would like your help to cancel this contract, as we don't have the financial capabilities to pay the fee at the 14.999% they want to put the mortgage on.
I'm retired, 71 yrs of age and I have a fixed income of Social Security and my wife is still WORKING and she is 63 yrs of age.
Thanks In Advance for your help.
The Cooper

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: [illegible] Date: 11/14/16

Brenda W Cooper 11/14/16

Complaint # 78173798

FEDERAL TRADE COMMISSION
PROTECTING AMERICA'S CONSUMERS

FTC Complaint Assistant

Getting Started
Company Details
Comments

Complaint Details
Your Information
Review Your Information

CLICK HERE TO CHAT WITH A TECHNICAL SUPPORT SPECIALIST
CHAT HOURS: MONDAY - FRIDAY 9:00 AM - 8:00 PM (EST)

Please review your complaint and click Submit at the bottom of the page

Please review the information and ensure that no personal or sensitive information such as social security, date of birth, financial accounts or credit/debit card numbers, driver license number, detailed health or medical history or similar sensitive information is included.

NOTE: If you provided an email address, you will receive a confirmation email. Please check your SPAM folder if you do not see it in your inbox.

Consumer Information

Consumer Name: CHARLES COOPER
Consumer Address:
PO BOX 5495
CLEVELAND, TENNESSEE
37320 USA
Email Address: ULTRA2SC@GMAIL.COM
Age Range: 70 - 79
Home Phone Number: 603-496-0588
Mobile Phone Number: 603-496-0588
Work Phone Number:
Extension:

Are you a member of the U.S. Armed Forces or a dependent? No

Edit Consumer Information

Company Information

Company Name: DIAMOND RESORTS INTERNATIONAL
Company Address:
2754 FLORIDA BLVD
KISSIMME, Florida
34746 USA
Company Email Address:
Company Website: www.reservationcounter.com
Company Phone Number: 702-684-8000
Extension:

Edit Company Information

Complaint Detail Information

How much did the company ask you to pay: $31880.00
How much did you actually pay the company (total amount obtained by the suspect/subject): $6376.00
How did you pay the company: Other Payment Method (Note in Comments)
How did the company contact you: In Person
When did the company first contact you (mm/dd/yyyy): 10/25/2016
How did you respond to the first/initial contact: Other
Company Representative First Name: CESAR
Company Representative Last Name:
Company Representative Title/Position: SALES MANAGER

Edit Complaint Details

Additional Information

TO WHOM IT MAY CONCERN:

WE PURCHASED A TIMESHARE AT DIAMOND INTERNATIONAL IN KISSIMMEE FLORIDA 10/25/2016.

I WAS UNDER THE IMPRESSION AND LED TO BELIEVE THAT WE WOULD BE ABLE TO GO HOME TO REFINANCE THIS LOAN ABOVE THE 6378.00 THAT WAS PUT ON A "NEW" CREDIT CARD FOR THE DOWN PAYMENT.

Edit Additional Information

Print This Page

Previous

Submit

OMB CONTROL#: 3084-0047
Under the Paperwork Reduction Act, federal agencies are not allowed to collect information from the public without a valid OMB control number.

FL- Diamond Resorts U.S. Collection

17497266-DRUSC Florida Purchaser Understanding and Acknowledgement

PURCHASER'S UNDERSTANDING AND ACKNOWLEDGMENT OF TIMESHARE MEMBERSHIP PURCHASE

On behalf of Diamond Resorts International®, we welcome you as a Member of one of the most flexible and enjoyable vacation plans anywhere in the world. To help reassure your understanding, please review and initial each of the following items. Unless context suggests otherwise, capitalized terms used have the meaning given them in the Collection Instruments.

CSC BWL ___ ___ 1. I understand title or other beneficial interest to all the timeshare intervals included in Diamond Resorts U.S. Collection (the "**Collection**") will be held in Trust by an independent Trustee, which holds title on behalf of and for the benefit of all the Collection Members. Additionally, I understand that I will receive a Collection Membership Certificate and an Eagle 9 UCC Vacation Interest Insurance ~~Policy within 6 to 8 weeks after closing~~. My Membership is intended to be perpetual in nature and can be passed to my heir.

CSC BWL ___ ___ 2. I ~~understand that~~ I am purchasing **7500** Points today at an aggregate purchase price ~~of **$31,880.00**~~. My first year's maintenance fees on these Points is estimated to be **1,421.00** and if my first use year is within the current calendar year, it ~~is estimated~~ that I will be billed within 45 days of this purchase. My first use year begins **2017**, when I will receive my first allocation of timeshare points ("**Points**").

CSC BWL ___ ___ 3. I may use my Points to reserve, use and occupy any ***available*** Collection Accommodation, up to my available Points allocation, according to the then-current Regulations. I may make a reservation at any Collection resort, in different-sized units, for different lengths of stays, for any time during the year. Unless indicated otherwise in THE Club® Points Directory, the minimum stay is 2 nights within the Collection and all reservations are subject to availability.

CSC BWL ___ ___ 4. Points are valid only in the year they are allotted, and if not used (or saved), will expire on December 31st of that year. I understand that if I do not use my Points, I may save them for use in the upcoming year by calling the reservation office. The earlier in the current year that I call, the higher number of Points I may save for the next year. If I call prior to **June 30th**, I can save up to 100% of them. If I call by August 31st, I can save up to 50%. I If I call by October 31st, I can save up to 25%. If I call after October 31st, I cannot save any Points.

CSC BWL ___ ___ 5. I understand that I may also borrow Points from the upcoming year to use in the current year by calling the reservation office at any time. When I call, I must be current in my annual assessments (described below in paragraph 14) and I must pay all or a portion of my annual assessments for the upcoming year.

CSC BWC ___ 6. I understand that my Collection Membership entitles me to an allotment on January 1st each year of that number of Points that I have purchased today.

CSC BWC ___ 7. Diamond Resorts International Club, Inc. ("**DRIC**") has agreed to include Members of the Diamond Resorts U.S. Collection Members Association ("**Association**") in THE Club exchange program ("**THE Club**"). If I enroll as a member of THE Club®, I can use part or all of my annual allotment of Collection Points to reserve accommodations in any THE Club exchange resort.

CSC BWC ___ 8. I have received and reviewed copies of THE Club Points Directory and THE Club Benefits Directory (together referenced "**THE Club® Directory**"), which describe THE Club current exchange resort destinations and their Points values. It also includes instructions for making a reservation and calculating the number of Points that I will need for each of my vacations. I understand that THE Club® Directory will be updated periodically, and that the resorts included in THE Club exchange may change without notice.

CSC BWC ___ 9. As described in THE Club Directory, I may make a reservation as early as 13 months in advance of my desired vacation check-in date at any of the Home Collection resorts. I may make a reservation at any other THE Club® exchange resort as early as 10 months in advance of my desired vacation check-in date.

CSC BWC ___10. I have received THE Club Benefits Directory, which describes the various types of Club member benefits such as travel, home and lifestyle, money matters and, depending on the number of points purchased, Loyalty tier benefits. These benefits currently include, but are not limited to, airline flights, cruises, discount cards, legal protection plans, and for Gold and Platinum members, access to Diamond Luxury Selection. I understand that these are incidental benefits, and their terms, may be changed, substituted, or terminated at any time without notice. Some benefits may not be available to all membership types.

CSC BWC ___ 11. When I occupy the accommodations at THE Club exchange resorts, I will abide by THE Club exchange resorts rules and regulations, including the occupancy limits and check-in and check-out times set for the unit.

CSC BWC ___ 12. If I cancel a confirmed reservation less than 91 days before my scheduled arrival date, I will lose some or all of the Points used to make that reservation. If I fail to occupy a unit that I reserved, I will not be refunded my Points used to make that reservation, unless I have also purchased the optional Reservation Protection Plan (RPP) service.

CSC BWC ___ 13. I understand that all Collection resorts and THE Club exchange resort reservations are confirmed pursuant to the Collection and/or exchange rules on a "first-come, first-served" space-available basis and are not guaranteed.

CSC BWC ___ 14. I understand that if I become a member of THE Club, I will automatically become a member of the Interval International exchange program ("II") at no extra cost to me. This membership is exclusively for the purpose of requesting an II

exchange using Points and if I request an exchange through II, I will pay an exchange fee to II. I understand that THE Club® may change or cancel its affiliation agreement with II at any time.

CSE BWL ___ ___ 15. I acknowledge that I will be billed annually by the Association an assessment fee, which may be collected together with the membership fee and dues for THE Club. These fees are related to the operation of THE Club and the Collection and cover my share of the resort operation, maintenance and property taxes, which may be modified annually as determined DRIC or by the Association. I understand that I must be current on all fees in order to make reservations, to stay at either a Collection resort, THE Club exchange resort or Interval International resort, to save or borrow Points or to conduct any other transaction relating to my Points.

CSE BWL ___ ___ 16. I have acquired a Collection Membership for my own personal use and enjoyment. No representations of any nature concerning investment potential, refinancing, rental returns, tax advantages, appreciation/depreciation, or other possible financial benefits have been made by Seller or any of its agents. I understand that I may periodically rent or allow others to use my use rights, but that **I may not use the Collection Accommodations for any commercial purposes, including but not limited to commercial renting activities. I understand that public advertising in print or online to seek renters is deemed a prohibited commercial use.**

CSE BWL ___ ___ 17. I may sell my Membership rights, subject to a transfer fee. I acknowledge, however, that my membership in THE Club will terminate upon any transfer and the new owner will be obligated to purchase either a THE Club exchange membership from DRIC, or a Collection membership. No transfer fee or exchange purchase requirement will apply if my Membership passes to my heir upon my death.

CSE BWL ___ ___ 18. I understand that currently, the Seller nor the Developer offer a resale, buyback or rental program.

CSE BWL ___ ___ 19. I understand my Purchase and Security Agreement contains the entire agreement between Seller and me. I have not relied and may not rely upon any representations, whether oral or written, which are not set forth in the Purchase and Security Agreement. I further understand that if permitted by controlling state law, the Collection Instruments, THE Club Directory, THE Club Exchange Documents, the Interval International Document, the Regulations and the Privacy Policy may be delivered to me electronically in CD form. I understand that hard copies of such documents are available to me upon request.

CSE BWL ___ ___ 20. I understand that, if I fail for any reason to satisfy all of my financial obligations to Seller and the Association on a timely basis, I will be in default under my Purchase and Security Agreement and the Collection Instruments. If such default is not promptly cured, my Membership (ownership) may be terminated, whereupon I will forfeit all amounts previously paid to Seller and to the Association.

CSE BWL ___ ___ 21. By initialing here, I authorize Diamond Resorts International Marketing, Inc., and/or its affiliates and successors to text me or call my cell/telephone number listed below with a telephone dialing system regarding promotional offers,

regardless of any prior election to the contrary. I understand that I am not required to give consent as a condition of purchasing any goods or services.

Home Phone: 603-496-0588; Cellular Phone: 6039694748

Each Purchaser signing this Purchaser's Understanding and Acknowledgment of Timeshare Membership Purchase, above initialed by at least one of them, has read and understands the content of the Purchase and Security Agreement. The references to "I," "me," "my," and "myself" above include all Purchasers named below.

PURCHASER:

Charles S. Cooper — October 25th, 2016

Signature — Date

Charles Steven Cooper

Printed Name

Brenda Webb Cooper — October 25th, 2016

Signature — Date

Brenda Webb Cooper

Printed Name

October 25th, 2016

Signature — Date

Printed Name

October 25th, 2016

Signature — Date

Printed Name

Rev 7-23-2014

DIAMOND RESORTS U.S. COLLECTION
PURCHASE AND SECURITY AGREEMENT
(Florida)

THIS PURCHASE AND SECURITY AGREEMENT (this "**Agreement**") is made and entered into this **25th day of October, 2016** by and between Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Seller**"), whose address and principal place of business is 10600 West Charleston Blvd., Las Vegas, Nevada 89135, and **CHARLES STEVEN COOPER and BRENDA WEBB COOPER** (whether one or more, "**Purchaser**", collectively with Seller, the "**Parties**"):

Seller agrees to sell and Purchaser agrees to purchase the following described property (the "**Membership**") upon the following price, terms, and conditions, including but not limited to the Further Terms and Conditions set forth herein:

Membership in Diamond Resorts U.S. Collection (the "**Collection**"), which includes (i) membership in the Diamond Resorts U.S. Collection Members Association, a non-stock, non-profit Delaware corporation (the "**Association**"), whose principal place of business is located in Clark County, Nevada, and (ii) the following Points for use in the Collection

Points: 7500 **Initial Use Year:** 2017

BASE PURCHASE TERMS
ITEMIZATION OF AMOUNT FINANCED (for financed sales)

1.	Purchase Price of Membership: (**"Purchase Price"**)		$31,880.00
2.	Initial Cash Deposit:	$6,376.00	
3.	Less ***trade in value*** of any Timeshare Interest conveyed to the seller as part of your purchase: (applies only to "upgrade" sales)		
	a. Ascribed Equity Value of Timeshare Interest(s):	$0.00	
	b. Other Amounts Owed:	$0.00	
	c. Total Trade in value: (line a minus line b)	$0.00	
	d. Other Amounts Paid at closing:	$0.00	
4.	Additional Cash Deposits Due:		
	a. On or before: _____	$0.00	
	b. On or before: _____	$0.00	
5.	Total Down Payment: (total of lines 2, 3.c, 4.a., and 4.b.)		$6,376.00
6.	Credits (if any):		$0.00
7.	Base Amount: (line 1 minus line 5 minus line 6)		$25,504.00
8.	Financed Closing Costs payable to_____		$750.00
9.	Amount Financed or Due in Cash at Closing (line 7 plus line 8): (**"Unpaid Balance"**)		$26,254.00

Closing Costs

A.	Closing Costs to Seller	$40.00
B.	Closing Costs to Purchaser	$750.00
C.	Total Estimated Closing Costs	$790.00

Other Costs

D.	Initial Use Year's Association standard Assessments (estimated): Purchaser will be billed for Assessments separately by the Association	1,421.00

17497266-Promissory Note Multisite Collection

October 25th, 2016 **Note No.: 25163202**

PROMISSORY NOTE

This Promissory Note ("Note") is given in connection with that certain Purchase and Security Agreement of even date herewith between the undersigned, **CHARLES STEVEN COOPER and BRENDA WEBB COOPER** (hereinafter, whether one or more, referred to as "**Maker**"), whose address is **Post Office Box 5495 Cleveland, Tennessee 37320**, and Diamond Resorts U.S. Collection Development, LLC, a Delaware limited liability company ("**Diamond Resorts**"), whose address and principal place of business is c/o Customer Service, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135 (the "Agreement"). This Note will become effective upon the lapse of the cancellation period provided in the Agreement (provided that Maker does not exercise Maker's cancellation right) or, if later, the Closing described in the Agreement (the "**Effective Date**").

FOR VALUE RECEIVED, Maker promises to pay to the order of Diamond Resorts and any successor or assign thereof, including, without limitation, any subsequent holder hereof ("**Holder**"), at the address for Diamond Resorts set forth above or at such other place as Holder may from time to time designate in writing, in lawful money of the United States, the principal amount of **Twenty-Six Thousand Two Hundred Fifty-Four and 00/100 ($26,254.00)**, together with a monthly collection fee of **Six ($6.00)** and a monthly finance charge computed in the manner set forth below at a fixed annual rate of **Thirteen and 99/100 (13.99%)** (the "**Annual Rate**"). As set forth in the Truth in Lending Disclosure Statement provided to you, both the collection fee and the monthly finance charge are treated as finance charges, included in the computation of the Annual Percentage Rate, under the federal Truth in Lending Act. Maker shall pay Holder in **120** equal monthly installments of **Four Hundred Seven and 48/100** Dollars (**$407.48) each, with the first such installment being due and payable on** _____ (the "**First Payment Date**"), and a like installment to be due and payable on or before the same day of each calendar month thereafter (the "**Payment Date**"). (Notwithstanding the foregoing: (1) if the First Payment Date is in the last three days of a calendar month and there is no day in a particular calendar month that corresponds to the First Payment Date, the Payment Date for such calendar month will be the first day of the subsequent month; and (2) if any Payment Date falls on a day that is not a business day, the Payment Date will be the next business day thereafter.) On the final Payment Date _____, _____ (the "**Maturity Date**"), the entire principal balance due hereunder, together with any finance charges and other fees and charges, shall be immediately due and payable. Time is of the essence with respect to all of Maker's obligations hereunder.

If Maker has separately agreed to the terms of Holder's "SurePay Plan," an automatic payment plan whereby scheduled monthly payments of principal and interest payments on this Promissory Note and the collection fee are automatically deducted from Maker's bank account on each Payment Date, then immediately upon the occurrence of any of the following described events, Maker's participation in the SurePay Plan will terminate: (i) at any time prior to the Maturity Date, Maker elects to terminate his or her participation in the SurePay Plan; (ii) Maker closes the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including Maker's failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, the Interest Rate shall increase by **Zero** percent (**0.00%**) per annum and the monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by the Maturity Date through equal monthly payments on each Payment Date. The increase in the Interest Rate shall be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount shall apply to the next payment due after the last such SurePay payment.

Each monthly installment shall be applied first to late charges, then to the collection fee, then to monthly finance charges and finally to unpaid principal. Each month, the monthly finance charge will be based on the scheduled principal balance (regardless of exactly when payments are actually received) and a monthly rate of finance charge equal to the Annual Rate divided by twelve (12). Maker may prepay the outstanding principal balance hereof, in whole or in part, at any time without premium or penalty. However, partial prepayments will not reduce finance charges and will not postpone the due date of any subsequent monthly installments or change the amount of such installments unless Holder otherwise agrees in writing. In the event this Note is prepaid in full, Holder will charge a monthly finance charge for that month equal to the scheduled principal balance at the beginning of the month, times the Annual Rate, times a fraction equal to the number of days from the immediately

Purchaser desires to pay the Unpaid Balance in lawful currency of the United States, by using the following method (check one), subject to the Terms and Conditions contained herein:

☐ Cash Payment or Third Party Financing ☐ Seller Financing

Credit Card Type:_____ Number: _____Expiration Date: _____

If Purchaser obtains purchase money financing from Seller, Purchaser will also be responsible for the payment of all charges incident to the extension of credit, which charges are specified in the Truth-in-Lending Disclosure Statement furnished to Purchaser, including but not limited to monthly installments of principal and interest, late charges (if applicable), and a monthly collection fee of Six dollars ($6.00). Finally, Purchaser will be required to pay the Closing Costs to Seller and Other Costs specified above. Such closing costs are the same for cash and credit sales hereunder.

Monthly Payment Method:

☐ Statement ☐ SurePay (Credit or Debit Card) ☐ Surepay (Checking or Savings Account)

Enrollment in THE Club® Exchange Program:

I elect ☐ to join ☐ not to join THE Club® exchange program ("**THE Club®**"). See Section 8 below for additional details.

Purchaser Contact:

Purchaser hereby advises Seller that Purchaser is willing to receive information regarding Purchaser's financing or for his or her membership in the Collection or THE Club® by means of (select one):

☑ Mail ☑ Email

If Purchaser has elected to receive information by E-mail, Purchaser represents that Purchaser has a computer and all related hardware and software required to open, display, save and print a PDF file that does not exceed 2 MB in size.

FURTHER TERMS AND CONDITIONS

1. DEFINITIONS:

Unless the context suggests otherwise, capitalized terms shall have the meanings set forth in the Amended and Restated Declaration for Diamond Resorts U.S. Collection ("**Declaration**"), as may be amended or modified from time to time.

2. PAYMENT OF PURCHASE PRICE:

(a) Purchaser may pay for the Membership in cash or through credit from Seller, subject to Seller's credit approval ("**Financing**"). If Purchaser receives Financing from Seller, then Purchaser will be required to execute and deliver an installment Promissory Note (the "**Note**") payable to the order of Seller in the amount of the Unpaid Balance, and grant the first priority Seller Security Interest (defined below) that secures the payment of the Note and encumbers Purchaser's Membership, as well as certain other documents and instruments which Seller, in its sole discretion, deems reasonably necessary or appropriate to secure Purchaser's payment of the Note. Purchaser will be subject to all of the terms, provisions, and conditions described and set forth in all such documents and instruments.

(b) If Purchaser requests Financing, Seller may, **but is not required to**, agree to finance Purchaser's purchase. Purchaser promises that all personal financial and other information submitted to Seller is and will be accurate, and Purchaser authorizes Seller to make credit inquiries regarding Purchaser, whether through a consumer reporting agency or other means. Purchaser agrees to provide immediate written notice to Seller of any material adverse change in Purchaser's financial condition that occurs prior to Closing (as defined below). If Purchaser makes good faith efforts to obtain purchase money financing but is unable to qualify for Financing within 10 days following Seller's acceptance of this Agreement, Purchaser shall be entitled to terminate this Agreement and receive a refund of any and all payments made by Purchaser hereunder (without interest) or, at Purchaser's option, to consummate the transaction contemplated hereby by paying the entire Unpaid Balance in cash at Closing. If Purchaser is unable to qualify for Financing within such 10 day period, Seller shall provide written notice thereof to Purchaser, whereupon Purchaser shall promptly notify Seller whether Purchaser elects to terminate this Agreement or consummate the transaction as provided in the preceding sentence. If Purchaser fails to give any notice to Seller within 20 days after Purchaser's receipt of Seller's notice that Purchaser does not qualify for Financing, Seller may at any time thereafter terminate this Agreement and refund to Purchaser all payments made by Purchaser. Seller reserves the right, in its sole discretion, to sell or assign the Note and the Seller Security Interest to another person or entity, whether or not such person or entity is affiliated with Seller.

(c) If Purchaser is exchanging a fee simple timeshare interest in a timeshare resort ("**Fee Timeshare Interest**") as full or partial payment for the Membership, Purchaser agrees to execute and deliver to Seller, on the date hereof, (i) a deed or other appropriate instrument in form and substance satisfactory to Seller, in its sole discretion, pursuant to which all of Purchaser's right, title,

and interest in and to the Fee Timeshare Interest is conveyed to Seller or a party designated by Seller, free and clear of any liens or encumbrances not expressly approved by Seller ("**Deed-back**"), and (ii) if Seller so requests, a declaration of annexation or other similar type of document subjecting the Fee Timeshare Interest to the Declaration ("**Annexation Instrument**"). Such Deed-back and Annexation Instrument may be recorded by Seller upon Closing. Pending Closing, Purchaser shall remain fully liable for all costs, expenses, and other obligations of any and every kind related to the Fee Timeshare Interest ("**Fee Timeshare Interest Obligations**"). If the transaction contemplated hereby fails to close for any reason whatsoever, the Deed-back and Annexation Instrument will be cancelled and returned to Purchaser, and Purchaser will remain fully liable for the Fee Timeshare Interest Obligations.

(d) In the event that the Note, this Agreement, or the Deed-back and Annexation Instrument (if applicable), or any other document or instrument which evidences or secures payment of the Purchase Price, is misplaced or has not been completely and validly executed by Purchaser for any reason whatsoever, Seller shall have the option, in its sole discretion, (i) to cancel this Agreement at any time prior to Closing; or (ii) to send Purchaser whatever document(s) and/or instrument(s) that Seller needs Purchaser to re-execute, along with instructions on how to do so. In the event that Seller elects to cancel this Agreement, Seller shall provide written notice thereof to Purchaser and cause any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent (defined below), to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. In the event Seller sends Purchaser any document or instrument for re-execution, Purchaser shall promptly re-execute same, cause his or her signature to be notarized (to the extent indicated), and return such document(s) and/or instrument(s) to Seller in accordance with Seller's written instructions. Purchaser's failure to do so for any reason within 10 calendar days following Purchaser's receipt thereof shall constitute a default hereunder, entitling Seller to exercise its available rights and remedies pursuant to Section 14 below.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR.

3. SELLER'S RIGHT TO ACCEPT OR REJECT THIS AGREEMENT:

It is understood that Seller can accept or reject this Agreement. If Seller rejects this Agreement, Purchaser is only entitled to a refund of any payments made by Purchaser, without interest. This Agreement becomes effective and legally binding only when executed by both Parties. If Seller accepts this Agreement, then Seller, subject to Section 2 above, agrees to sell the Membership to Purchaser, and Purchaser agrees to make all of the payments required to be made under this Agreement when due and otherwise to comply fully with all of the terms, provisions, and conditions hereof and of the Collection Instruments.

4. DEPOSITS:

Purchaser's initial deposit and any subsequent payments made by Purchaser to Seller prior to Closing shall be delivered to and held in escrow by First American Title Insurance Company, the address of which is 400 S Rampart Blvd, Ste 290, Las Vegas, NV 89145 ("**Escrow Agent**"), pursuant to a Master Escrow Agreement by and between Seller and Escrow Agent, the terms, provisions, and conditions of which are incorporated by this reference. Any and all interest that accrues on Purchaser's deposit and subsequent payments shall, except to the extent prohibited by law, be payable to and inure to the sole benefit of Seller and not be credited toward the Purchase Price. Escrow Agent shall hold all such deposits and other amounts until presentation by Seller of written instructions to the effect that Closing has occurred. Seller shall have no right to use any of the funds held by Escrow Agent until such funds have been delivered to Seller in accordance with the provisions hereof.

5. VACATION OWNERSHIP PLAN:

(a) The Membership is a form of a "right-to-use" timeshare interest, and Purchaser will not receive a deed to any interest in real property.

(b) Purchaser acknowledges that notwithstanding any provision of this Agreement or the Collection Instruments, unless Purchaser is purchasing Specific Use Points, Purchaser will **not** have the guaranteed exclusive right to reserve, use, and occupy any particular Collection Accommodation. Purchase acknowledges that the Membership is subject to the Collection Instruments as amended and/or supplemented from time to time.

(c) The Collection shall be perpetual unless terminated by the Members in the manner described in the Collection Instruments.

(d) Purchaser may be prohibited from making a reservation or using and occupying a Collection Accommodation unless Purchaser has timely paid any and all Assessments, Personal Charges and other amounts levied pursuant to the Collection Instruments and otherwise fully complied with all of the terms, provisions, and conditions of the Collection Instruments.

6. ASSOCIATION MEMBERSHIP AND TRANSFER:

Upon Closing, Purchaser will automatically become a Member of the Association. Purchaser agrees to be subject to and to comply fully with the Collection Instruments. If the number of a Member's annual allotment of Points falls below the Minimum Points

Threshold for any reason, such as the partial transfer of Points or expiration of Term Points, the affected Membership will cease to be a valid Membership unless sufficient additional Points are acquired to meet the Minimum Points Threshold. The current Minimum Points Threshold for a valid Membership is 2,000 Points. Any purchase of additional Points will be governed by prices in effect at the time of purchase. Purchaser's right to sell or otherwise transfer his or her Membership and the resulting update to the Register of Members is subject to prior approval by the Association and certain other applicable requirements set forth in the Collection Instruments.

7. ASSESSMENTS:

(a) Purchaser understands and agrees that in accordance with the provisions of the Collection Instruments, the Association is empowered to levy and collect Assessments against each Membership for management and maintenance expenses. In addition to Assessments, Purchaser understands and agrees that he or she will be responsible for the timely payment to the Association of any Personal Charges or other charges that he or she incurs, all in accordance with the provisions of the Collection Instruments. Assessments shall be due and payable to the Association prior to Purchaser's use and occupancy of a Collection Accommodation in Purchaser's Initial Use Year, as set forth on Page 1 hereof. The amount of the Assessments each year may vary and will be determined as outlined in the Collection Instruments.

(b) The Association may enforce Purchaser's obligation to pay Assessments and Personal Charges in the manner set forth in this Agreement and in the Collection Instruments or as otherwise permitted by law. Purchaser may be prohibited from reserving, using, or occupying any Collection Accommodation or exercising any other rights, benefits, or privileges to which Purchaser would otherwise be entitled pursuant to the Collection Instruments, unless all Assessments and other amounts that Purchaser owes the Association or Seller have first been paid in full. Purchaser's failure for any reason to pay on a timely basis any and all Assessments could result in the enforcement of the Association Security Interest (defined below) by the Association and the loss of Purchaser's Membership. Purchaser's failure for any reason to use and occupy a Collection Accommodation shall not exempt Purchaser from his or her obligation to pay in full all Assessments levied against his or her Membership.

8. EXCHANGE PROGRAMS:

The Association has entered into an Affiliation Agreement (the "**Affiliation Agreement**") with Diamond Resorts International Club, Inc. ("**DRIC**"). Under the Affiliation Agreement, the Association and the Collection are affiliated with THE Club. Purchaser's membership in THE Club is automatic and is subject to the annual payment of fees that are imposed by DRIC, and are subject to change in DRIC's sole discretion. The Affiliation Agreement permits the annual membership fee for THE Club to be collected by the Association along with the Assessments. Purchaser should refer to the Association budget for more details. Under the Affiliation Agreement, membership in THE Club may not be transferred without the consent of DRIC and transfer by Purchaser of the Membership in the Collection does not, without the consent of DRIC, have the effect of transferring membership in THE Club. THE Club may, but is not obligated to, have a relationship with an external exchange program. At the current time, THE Club is affiliated with Interval International, Inc. ("**Interval International**") under which Interval International has agreed to offer its reciprocal exchange services to members of THE Club. Exchanges through external exchange programs may be subject to certain terms, conditions and the payment of fees that are imposed by the external exchange program. Seller makes no representations concerning THE Club, Interval International, or any other exchange programs that may become affiliated with the Collection, including but not limited to current or future services to be provided, the cost, continued availability, or success of exchange programs. Any representations made regarding THE Club or Interval International by DRIC or its agents or employees or within the literature, brochures, or videos prepared or provided by DRIC or Interval International are solely the representations of DRIC or Interval International, respectively, and should not be relied upon as being the representations of Seller.

9. CLOSING:

Except as otherwise provided by applicable law, for purposes of this Agreement, the term "**Closing**" shall mean that date when all of the following have occurred: (i) the cancellation period set forth in Section 21 has expired without Purchaser having exercised his or her rescission right; (ii) Purchaser and Seller have executed, as applicable, all documents necessary to effect transfer of the Membership to Purchaser including, but not limited to, this Agreement, and if applicable, the Note; (iii) Seller has received from Purchaser either (a) an executed Note for the Unpaid Balance, or (b) the Unpaid Balance in immediately available funds; and (iv) the Purchaser has been entered into the Register of Members. Except as otherwise expressly provided in any of the Collection Instruments to the contrary, Purchaser may not reserve, use, or occupy any Collection Accommodation or exercise any other rights, benefits, or privileges appurtenant to his or her Membership until Closing occurs. If Closing has not occurred within one year following the date of this Agreement because Purchaser has elected to rescind this Agreement pursuant to Section 21 below, then Seller will within 20 days thereof, order any funds held on Purchaser's behalf, without interest, to be refunded by Escrow Agent to Purchaser, in which event this Agreement shall be deemed terminated and of no further force or legal effect. Escrow Agent shall act as the closing agent for the purposes of collecting and disbursing all applicable funds and distributing and filing all applicable documents and instruments. Upon Closing, Seller shall deliver to Purchaser a Points Certificate evidencing the Purchaser's Membership and a fully executed copy of this Agreement.

10. TITLE AND TITLE INSURANCE:

All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Purchaser understands and acknowledges that the basis for the Membership is certain real property interests (called "**Resort Interests**") in various resorts, hotels and other vacation properties and that title to those interests is held in a trust (the "**Trust**") for the benefit of the Association and Members pursuant to a recorded Trust Agreement with First American Trust, FSB, a federal

savings bank or another independent trustee ("Trustee"). Resort Interests are conveyed to the Trust subject to the Trust Agreement and Declaration and are otherwise not encumbered with blanket liens of any lender or lienholder or have a nondisturbance agreement in place which fully protects the use and enjoyment rights of each Member in the event of foreclosure. Further, in connection with each conveyance of Resort Interests to the Trust, Seller has caused First American Title Insurance Company to issue in favor of the Association, where available, an ALTA Owners Title Insurance Policy insuring the Trustee's ownership of the Resort Interests. Copies of such Owners Title Insurance Policies are available for inspection by Members at the offices of the Association.

11. SECURITY INTERESTS:

(a) **Seller's Security Interest.** If Seller is providing Financing to Purchaser in connection with the purchase of the Membership, then Purchaser, as debtor, hereby grants to Seller, as secured party, effective as of Closing, a purchase money security interest (the "**Seller Security Interest**") in the Membership and in all rights, benefits and privileges appurtenant thereto as established in the Collection Instruments and all rights, benefits and privileges accruing thereto in the future, all replacements and additions to the foregoing, and all proceeds thereof (collectively, the "**Collateral**") to secure Purchaser's performance under the Note, this Agreement, and the Collection Instruments. No waiver by Seller or any holder of this Agreement of any default or breach by Purchaser shall operate as a waiver of any other default or breach, whether of the same type or not, by Purchaser.

(b) **Association's Security Interest.** Purchaser, as debtor, hereby grants to Association, as secured party, effective as of Closing, a security interest (the "**Association Security Interest**") in the Collateral to secure Purchaser's timely payment of Assessments and Personal Charges and Purchaser's performance under the Collection Instruments. The Association Security Interest shall, at all times, be junior and subordinate to the Seller Security Interest.

(c) **Financing Statements.** Purchaser irrevocably authorizes Seller and the Association, at any time and from time to time, to file in any Uniform Commercial Code ("UCC") jurisdiction initial financing statements and any amendments thereto that provide any other information required by Part 5 of Article 9 of the UCC of the applicable jurisdiction for the sufficiency, or filing office acceptance of, any financing statement or amendment, including (i) Purchaser's name and address, and (ii) if Purchaser is not an individual, Purchaser's type of organization and any organizational identification number issued to Purchaser. Purchaser shall furnish any such information in writing to Seller or the Association, as the case may be, within five (5) days after Seller's or Association's request. Each person identified as Purchaser in this Agreement represents and warrants to Seller and the Association that on the date of this Agreement he or she is domiciled in the state identified below his or her signature on this Agreement. Each person identified as a Purchaser in this Agreement shall notify Seller and the Association in writing if he or she changes his or her state of domicile within 30 days after such change. Such notice shall identify the state of such person's new domicile and his or her residential address therein.

(d) **Association as Third-Party Beneficiary.** Solely for purposes of this Section 11, the Association is an intended third-party beneficiary of this Agreement and is entitled to enforce the Association Security Interest granted by Purchaser hereunder.

12. PURCHASER'S REPRESENTATIONS, WARRANTIES, AND ACKNOWLEDGMENTS:

(a) Purchaser represents and warrants that the persons signing this Agreement have the legal capacity and are duly authorized to do so. Purchaser represents and warrants that Purchaser is not, and shall not become, a person with whom Seller is restricted from doing business with under the regulations of the Department of Treasury Office of Foreign Asset Control ("OFAC"). Such representation shall include, but not be limited to, a the representation that Purchaser is not a person or entity and is not acting on behalf of a person or entity named on OFAC's Specifically Designated Nationals and Blocked Persons list and Purchaser is not a resident or national of any Embargoed Country, as defined by OFAC. Purchaser acknowledges that prior to signing this Agreement, Purchaser received the state timeshare disclosure documents, together with the attached exhibits, all of which are hereby incorporated by this reference, and Purchaser agrees to be strictly bound by, and to comply fully with, the terms, provisions, and conditions of such documents, as each may properly be amended or supplemented from time to time. In the event of any conflict between this Agreement and the state timeshare disclosures, the state timeshare disclosures shall control. Purchaser further acknowledges and represents that the Membership is being purchased for Purchaser's personal use and not for its investment potential or any possible rent returns, tax advantages, depreciation, or other financial advantages and that no representations of any nature whatsoever have been made by Seller or any of its salespersons or other agents to Purchaser concerning investment potential, rent returns, tax advantages, depreciation, or other financial advantages. Purchaser, including any person or entity related to Purchaser, does not own an interest in more than 10 Memberships in the Collection. Purchaser understands that Seller has no resale or rental program for non-Seller owned Memberships and acknowledges that neither Seller nor any of its sales agents, employees, or other representatives has indicated that Purchaser will be assisted in the resale or rental of his or her Membership in the future. Purchaser represents that Purchaser does not intend to use any Collection Accommodation as his or her principal residence. If Purchaser has received Financing, then Purchaser acknowledges receipt of a completed Truth-in-Lending Disclosure Statement prior to executing this Agreement. Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all loss, threat of loss, suits, claims, actions, liabilities, damages, obligations, demands, costs and expenses (including attorney's fees) arising out of or in connection with any breach by Purchaser's representations and warranties. All of Purchaser's acknowledgments, representations and warranties set forth herein shall survive Closing.

(b) Purchaser acknowledges and agrees that immediately following Closing, Seller shall have no further obligations or liabilities of any kind under this Agreement, or under any other document or instrument referred to in this Agreement, and Purchaser shall look solely to the Association and the Manager, together with any other entities that from time to time become obligated to Purchaser as provided in the Collection Instruments, for the fulfillment and satisfaction of any of Purchaser's rights, benefits, and privileges as a Member of the Collection, and not to Seller.

13. NO WARRANTIES:

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, OR BY APPLICABLE LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE WHATSOEVER REGARDING THE COLLECTION OR THE COLLECTION ACCOMMODATIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS, AND PURCHASER IRREVOCABLY WAIVES, EACH OF THE FOREGOING WARRANTIES.

14. DEFAULT:

(a) Subject to any notice and right to cure provided below, Purchaser shall be in default under this Agreement if Purchaser fails to pay on time, keep any promise, or fulfill any agreement or obligation contained in the Note, this Agreement or any of the Collection Instruments. In the event of a default by Purchaser, Purchaser shall not be entitled to reserve, use, or occupy any Collection Accommodation, or to exercise any other rights, benefits, or privileges appurtenant to his or her Membership.

(b) **Subject to any notice and right to cure provided below, Purchaser and Seller agree that: Purchaser's default on or before Closing shall entitle Seller to immediately terminate this Agreement and all of Purchaser's rights, benefits, and privileges hereunder. Upon such termination, Seller shall retain or cause Escrow Agent to deliver to Seller all sums of money previously paid by Purchaser hereunder as liquidated damages and not as a penalty.**

(c) Upon Purchaser's failure to timely perform any of Purchaser's obligations under the Note, this Agreement or any of the Collection Instruments after Closing, Purchaser shall be in default hereunder, whereupon Seller (or its successor or assign) may enforce the Seller Security Interest against the Collateral in accordance with this Subparagraph. Upon the occurrence of any such failure, including the non-payment of any amounts due and owing by Purchaser under the Collection Instruments, Seller shall give Purchaser written notice and if Purchaser has not cured the applicable failure within 10 days after Seller gives such notice if Purchaser has failed to pay money, or within 30 days after Seller gives such notice if Purchaser has failed to perform or observe any other term of the Note, this Agreement or any of the Collection Instruments, Purchaser shall be in default under this Agreement and Seller (or its successor or assign) may (a) enforce the Seller Security Interest in accordance with Article 9 of the UCC; (b) provide written notice of termination of the Membership and terminate the Membership within 60 days of the date of the notice of termination and retain all amounts previously paid by Purchaser as liquidated damages and not as a penalty; or (c) pursue any other remedy available to Seller, at law or in equity, however, Seller hereby confirms that it will not seek any deficiency judgment against defaulting Purchaser beyond the forfeiture of the Membership.

(d) Notwithstanding the foregoing provisions of this Section 10 to the contrary, if, for any reason, Seller is unable or fails to comply with the material provisions of this Agreement, then the sole obligation of Seller shall be to refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser all payments previously made by Purchaser hereunder, without interest. Upon such refunds being made, this Agreement shall be deemed canceled, and all rights and obligations hereunder shall immediately terminate. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE TO PURCHASER, AT LAW OR IN EQUITY.**

15. NO OTHER AGREEMENTS OR REPRESENTATIONS:

Seller and Purchaser agree that this Agreement (including the documents and instruments incorporated by reference) embodies the entire agreement between them related to Purchaser's purchase and financing (if applicable) of the Membership and supersedes and replaces any and all prior negotiations, representations, agreements, and understandings, both oral and written, in connection therewith. No amendment to or modification of the terms of this Agreement shall be valid without the written approval of the legal counsel of Seller. Oral representations of Seller or Seller's agents should not be relied upon by Purchaser as correctly stating the representations of Seller. For correct representations, Purchaser should rely entirely on this Agreement and the documents and instruments contained by reference.

16. ASSIGNMENT AND SEVERABILITY:

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, and personal representatives. Purchaser's Membership cannot be sold, assigned, transferred, conveyed, or encumbered except in accordance with the terms, provisions, and conditions hereof and the Collection Instruments. Purchaser acknowledges that Seller has the right, in its sole discretion, to assign some or all of its rights and interests hereunder and, if applicable, under the Note. Purchaser may not assign any of his or her rights or interests hereunder, without the written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. The terms and provisions hereof shall be deemed independent and severable, and the invalidity of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

17. CHOICE OF STATE LAW AND FORUM; WAIVER OF JURY TRIAL:

Except to the extent preempted by federal law, this Agreement shall be exclusively governed by and construed in accordance with the laws of Nevada without regard to its choice of law rules. Subject to Section 14 hereof, any legal action or proceeding arising out of or in any way relating to this Agreement which is not subject to the Arbitration provisions outlined below, shall only be brought in an appropriate court of competent jurisdiction on behalf of the Parties and their respective successors and assigns, hereby irrevocably

preceding Payment Date through the date of prepayment divided by the number of days in the year. Holder will not charge any collection fee for the month of prepayment and Holder will not charge any collection fees and monthly finance charges attributable to months following any prepayment in full.

This Promissory Note is given in partial payment for a membership in the Diamond Resorts U.S. Collection (the "**Membership**"). Payment of principal, finance charges and other charges hereunder is secured by a security interest established under the Purchase and Security Agreement (the "**Agreement**") of even date herewith by and between Diamond Resorts, as seller, and Maker, as purchaser. The terms and provisions of the Agreement are hereby fully incorporated herein by this reference.

If all or any part of the Membership or an interest therein is sold or otherwise transferred by Maker (whether such interest is legal or equitable, present or future, vested or contingent) without Holder's prior written consent (which consent may be withheld for any reason whatsoever), excluding (i) the creation of a lien or encumbrance subordinate to the Agreement; (ii) a transfer by devise, descent, or operation of law upon the death of a joint tenant; or (iii) the grant of any leasehold interest of one (1) week or less not containing an option to purchase the Membership, then Holder may, at Holder's option, except to the extent prohibited by law, declare all of the amounts secured by the Agreement to be immediately due and payable.

Upon the failure of Maker to make any payment required under this Promissory Note in accordance with the terms hereof or Maker's breach of any of the other covenants or agreements contained herein or in the Agreement, then and in such event, Holder, at Holder's option, subject to any right of reinstatement to which Maker is entitled under applicable law, may (i) declare, without further demand, all of the amounts owed hereunder to be immediately due and payable; and (ii) pursue all rights and remedies available to Holder under this Promissory Note and the Agreement by appropriate proceedings. To the extent permitted by law, Holder shall be entitled to collect in such proceedings all expenses of enforcement, including but not limited to reasonable attorneys' fees, publication costs, costs of judgment and other searches, and court costs. Failure of Holder to exercise its available rights and remedies hereunder or as provided by law with respect to any default by Maker shall not be deemed to constitute a waiver of such rights or remedies with respect to any subsequent default, whether the same or different in nature.

In the event that any amount due under this Promissory Note is paid more than ten (10) days after the date upon which such amount is due, then Holder shall be entitled to collect a late charge from Maker in an amount equal to the lesser of (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment, provided that such amount does not exceed the maximum late charge permitted to be charged under the laws of the State of Nevada. To the extent permitted by law, Maker shall further be liable to Holder for any out-of-pocket costs incurred by Holder in the event that a check issued by Maker is dishonored for any reason.

During any time in which Maker is in default under this Promissory Note, finance charges may, at Holder's option, accrue on the actual outstanding balance on a simple interest basis at a default rate equal to the maximum lawful rate permitted to be charged by Holder under the laws of the State of Nevada. In the event that there is no such maximum lawful rate, then finance charges shall accrue on the actual outstanding balance on a simple interest basis during such period at a default rate of twenty-five percent (25%) per annum.

In the event that counsel is employed to collect all or any part of the indebtedness evidenced hereby, whether at maturity or following acceleration, to the extent permitted by law Maker agrees to pay Holder's reasonable attorneys' fees, whether suit be brought or not (including any fees associated with appeals or bankruptcy proceedings), and all other costs and expenses reasonably incurred in connection with Holder's collection efforts.

Maker and any endorser, guarantor, or surety, jointly and severally, hereby waive presentment, protest, demand, notice of protest, and dishonor of this Promissory Note, and expressly agree that this Promissory Note, or any payment hereunder, may be extended from time to time without in any way affecting the liability of Maker or any endorser, guarantor, or surety hereof. To the extent not prohibited by applicable law, Maker also waives any rights to any stay of execution and the benefit of all homestead and/or other exemption laws now or hereafter in effect.

This Promissory Note shall be the joint and several obligation of each person signing below and shall apply to and bind each of them and each of their respective heirs, successors, personal representatives, and assigns.

The validity, construction, and enforceability of, and the rights and obligations of Maker and Holder under, this Promissory Note shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

In the event that any one or more of the provisions of this Promissory Note shall for any reason be held to

be invalid or unenforceable, in whole or in part or in any respect, then such provision or provisions only shall be disregarded as though not contained herein and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

It is the intent of Holder to comply fully with all interest and usury laws of the State of Nevada, as currently enacted or hereafter in effect. Notwithstanding any provision hereof to the contrary, in no event shall this Promissory Note require the payment or permit the collection of interest in excess of the maximum amount of interest permitted under the laws of the State of Nevada. In the event that the amount of interest contracted for, charged, or received under this Promissory Note exceeds the maximum amount of interest permitted under the laws of the State of Nevada, then the provisions of this paragraph shall govern and control, and neither

Maker nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it exceeds the maximum amount of interest permitted under the laws of the State of Nevada. Any such excess interest which may have been collected by Holder shall, at the option of Holder, either be applied as a credit against the unpaid principal balance hereof or be refunded to Maker, and the effective rate of interest shall be reduced to the maximum rate of interest permitted to be charged under the laws of the State of Nevada.

Except for any notice required under applicable law to be given in another manner, any notice that either party desires or is required to give the other party under this Promissory Note shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) three (3) business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) one (1) business day after being sent via overnight courier service such as Federal Express, addressed to the applicable party at the address therefor stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this paragraph. If Maker consists of more than one (1) person, then notice to any of them shall be deemed to constitute notice to all of them.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MAKER:

Charles Steven Cooper	Brenda Webb Cooper
Charles Steven Cooper	**Brenda Webb Cooper**
Printed Name	Printed Name
Printed Name	Printed Name

submit to the jurisdiction of any such court and agree that venue properly lies solely in such courts to the exclusion of all other judicial and non-judicial forums. **EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE PARTIES, AND ANY OTHER PERSON CLAIMING RIGHTS OR OBLIGATIONS BY, THROUGH, OR UNDER THIS AGREEMENT SHALL BE DEEMED TO HAVE WAIVED ANY RIGHT THEY MAY HAVE UNDER ANY APPLICABLE LAW TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT OR LEGAL PROCEEDING THAT MAY BE COMMENCED BY OR AGAINST ANY OF THE FOREGOING PERSONS CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT, OR PERFORMANCE OF THIS AGREEMENT OR ANY OF THE COLLECTION INSTRUMENTS.**

18. ARBITRATION PROVISION

(a) Opt-Out Right. **IF PURCHASER DOES NOT WANT THIS ARBITRATION PROVISION TO APPLY, WITHIN 30 DAYS PURCHASER MUST SEND A SIGNED LETTER TO SELLER STATING THAT THE ARBITRATION PROVISION DOES NOT APPLY. OPTING OUT OF ARBITRATION WILL NOT AFFECT ANY OTHER PROVISION OF THIS AGREEMENT.**

(b) Arbitration Terms Defined. In this Arbitration Provision, the term "**Company Party**" means Seller and/or the Association, their affiliates and the agents, representatives, members, employees, officers and/or directors of such entities, if and to the extent that any Claim is asserted by or against such entity or person. "**Bound Parties**" means each Company Party and Purchaser. "**Claim**" means any legal claim, dispute or controversy between any Company Party and Purchaser, including statutory, contract and tort disputes of all kinds and disputes involving requests for declaratory relief, injunctions or other equitable relief. However, "Claim" does not include any individual action brought by a Purchaser in small claims court or an equivalent court, unless such action is transferred, removed, or appealed to a different court, and does not include any dispute concerning the validity and effect of Section 18(h) below, the ban on class actions and certain other proceedings (the "**Class Action Ban**"). "**Administrator**" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, http://www.adr.org, or if Purchaser so elects in a notice given to Seller (which will serve as notice to each Company Party) within 20 days after a demand for arbitration, the National Arbitration Forum ("NAF"), P.O. Box 50191, Minneapolis, MN 55405, http://www.arb-forum.com.

(c) Arbitration of Claims. Unless Purchaser has exercised his or her opt-out right pursuant to Section 18(a), upon the election of Purchaser or any Company Party, any Claim between Purchaser and such Company Party shall be resolved by binding individual (and not class) arbitration. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed. The neutral arbitrator shall be appointed within a specified period of time, which in no event shall be more than 60 days from the administrator's receipt of a written request from a Bound Party to arbitrate the Claim. To the extent this Arbitration Provision conflicts with any other agreement binding the Bound Parties, this Arbitration Provision shall govern.

(d) Fees; Location. Any Company Party to a Claim asserted by Purchaser in good faith or to any Claim asserted by such Company Party will bear all fees of the Administrator or arbitrator in connection with such Claim. The Company Party will also bear the reasonable fees and expenses of Purchaser's attorneys if any Claim initiated by Purchaser is resolved in Purchaser's favor. If a participatory arbitration hearing is requested, it will take place in the county where this Agreement was signed or, if the Administrator determines that such location would be unfair to Purchaser, at a location reasonably convenient to Purchaser.

(e) Governing Law. This Arbitration Provision shall be governed by the Federal Arbitration Act (the "**FAA**") and not state arbitration laws, provided that Nevada law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his or her decision.

(f) Appeal of Arbitrator's Decision. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA.

(g) Jury Trial Waiver. **IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.**

(h) Class Action Ban. **NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE, WITH RESPECT TO ANY CLAIM. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION, WITH RESPECT TO ANY CLAIM. NO CLAIMS INVOLVING THE BOUND PARTIES MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON.** Notwithstanding any language in this Arbitration Provision to the contrary, any dispute about the validity or effect of the above Class Action Ban shall be resolved by a court and not an arbitrator or the Administrator.

(i) Survival; Severability. This Arbitration Provision shall survive repayment of all amounts owed under this Agreement or the Note, the cancellation of this Agreement, any bankruptcy and any assignment of Seller's rights under this Agreement and/or the Note. If any part of this Arbitration Provision is unenforceable (other than the Class Action Ban), the remainder of this Arbitration Provision shall still apply. If the Class Action Ban is held to be unenforceable, this Arbitration Provision (other than this sentence) and any other arbitration provision between the Bound Parties shall be null and void in such proceeding, provided that the Company Party shall have the right to appeal any holding that the Class Action Ban is unenforceable.

19. NOTICES:

Any notice that either party hereto desires or is required to give the other party under this Agreement shall be in writing and shall be deemed to have been duly given upon the earlier to occur of (a) its actual receipt; (b) 3 business days after being deposited in the United States mail as first class mail, postage prepaid; or (c) 1 business day after being sent via overnight courier service addressed to the applicable party at its address stated herein or at such other address as the receiving party has previously notified the giving party in the manner prescribed in this Section. If Purchaser consists of more than 1 person, then notice to any of them shall be deemed to constitute notice to all of them. Unless and until written notice of an alternative addressee and address is received by the other party, the last addressee and address as stated by written notice or as provided herein, shall be deemed to continue in effect for all purposes hereunder.

20. MISCELLANEOUS:

Purchaser is advised to read each and every paragraph very carefully. No term, provision, condition, restriction, agreement, covenant, or obligation contained herein shall be deemed to have been abrogated or waived by reason of any failure by a party hereto to enforce the same, irrespective of the number of violations or breaches thereof that may occur. The exercise of any right or remedy provided by law and/or the provisions of this Agreement shall not preclude the exercise of other consistent rights or remedies unless they are expressly precluded hereby. Purchaser hereby grants Seller the right, in its sole discretion, to correct any scrivener's, typographic, or clerical errors in connection with this Agreement or any documents or instruments related hereto, provided that no such correction adversely affects any rights, benefits, or privileges afforded to Purchaser or materially alters any duties or obligations of Purchaser. Any such corrections shall be initialed by an authorized representative of Seller and shall be legally binding upon Purchaser, together with its successors and assigns, even though not initialed or otherwise acknowledged by Purchaser. All Collection Accommodations have been constructed and are available for use by Members pursuant to the Collection Instruments. Under no circumstances whatsoever shall this Agreement or any portion hereof be recorded in the public records of any county or other jurisdiction. The captions used in this Agreement are for informational purposes only and do not amplify or limit in any way the provisions hereof.

[Remainder of Page Intentionally Left Blank. Section 21 and Signature Page Follows.]

21. STATE SPECIFIC PROVISIONS:

(a) Refund Upon Cancellation. In the event that Purchaser cancels this Agreement during the Cancellation Period, Seller will refund or cause Escrow Agent to refund (whichever is applicable) to Purchaser the total amount of any and all payments made by Purchaser under this Agreement and such refund shall be made by Seller or Escrow Agent within twenty (20) calendar days after Seller's actual receipt of Purchaser's written notice of cancellation, or within five (5) calendar days after Seller's or Escrow Agent's receipt of funds from Purchaser's cleared check, whichever is later.

(b) Resale of Membership. **Any resale of this timeshare interest must be accompanied by certain disclosures in accordance with section 721.065, Florida Statutes.**

(c) Public Offering Statement. **Seller is required to provide the Association with a copy of the approved Public Offering Statement Text and Exhibits filed with the Division of Florida Condominiums, Timeshares, and Mobile Homes and any approved amendments thereto, and any other Component Site documents as described in Section 721.07 or Section 721.55, Florida Statutes, that are not required to be filed with the Division, to be maintained by the Association for inspection as part of the books and records of the Association.**

(d) Rescission Rights. **You may cancel this Agreement without any penalty or obligation within 10 calendar days after the date you sign this Agreement, or the date on which you receive the last of all documents required to be given to you pursuant to § 721.07(6), Florida Statutes, whichever is later. If you decide to cancel this Agreement, you must notify Seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Diamond Resorts U.S. Collection c/o Rescission Coordinator, Diamond Resorts Financial Services, 10600 West Charleston Blvd., Las Vegas, NV 89135. Any attempt to obtain a waiver of your cancellation right is void and of no effect. While you may execute all closing documents in advance, the closing, as evidenced by entry of your name in the Register of Members of the Association, before expiration of your 10-day cancellation period, is prohibited.**

IN WITNESS WHEREOF, Purchaser has executed this Agreement on the day and year first written above.

Signature: **Charles Steven Cooper**

Street Address: **Post Office Box 5495**
City, State, Zip Code: **Cleveland, Tennessee 37320**
Home Telephone Number: **603-496-0588**
Business Telephone Number:
E-Mail Address: **ultra2sc@gmail.com**

Signature: **Brenda Webb Cooper**

Street Address:
City, State, Zip Code:
Home Telephone Number:
Business Telephone Number:
E-Mail Address: **ultra2sc@gmail.com**

Signature:

PRIMARY MEMBER:

Primary Member's Address (if not set forth above):

Signature:
SELLER:
Diamond Resorts U.S. Collection Development, LLC,
a Delaware limited liability company
By: Diamond Resorts Developer and Sales Holding Company, a Delaware corporation, its sole manager
By:

Authorized Representative

Printed Name

Acceptance Date
Sales Agent - Cesar A - 65059 Useche

FACTS	YOUR LOAN IS SERVICED BY DIAMOND RESORTS FINANCIAL SERVICES. WHAT DOES DIAMOND RESORTS FINANCIAL SERVICES DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ❑ Social Security number and income; ❑ Account balances and payment history; and ❑ Credit history and credit scores.
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Diamond Resorts Financial Services, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Diamond Resorts Financial Services, Inc. share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For non-affiliates to market to you	No	N/A

To limit our sharing	❑ Mail the **form** below **Please note**: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call 1-877-DRI-CLUB (1-877-374-2582).

Mail-in Form

If you have a joint account, your choices will apply to everyone on your account unless you mark below ❑ Apply my choices only to me	Mark any or all you want to limit: ☒ Do not share information about my creditworthiness with your affiliates for their everyday business purposes. ☒ Do not allow your affiliates to use my personal information to market to me.	
	Name	CHARLES STEVEN COOPER and BRENDA WEBB COOPER
	Address	Post Office Box 5495
	City, State, Zip	Cleveland, Tennessee 37320
	Account #	17497266
Mail To:	Customer Service Department Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, NV 89135	

Who we are

Who is providing this notice?	Diamond Resorts Financial Services, Inc.

What we do

How does Diamond Resorts Financial Services, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Diamond Resorts Financial Services, Inc. collect my personal information?	We collect your personal information, for example, when you ❑ Give us your contact information or apply for financing; ❑ Give us income information or provide account information; or ❑ Provide employment information. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ❑ sharing for affiliates' everyday business purposes—information about your creditworthiness ❑ affiliates from using your information to market to you ❑ sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. ❑ Our affiliates include companies that are subsidiaries of Diamond Resorts Corporation, including non-financial companies such as Diamond Resorts Europe, Diamond Resorts International Marketing, Inc. and Diamond Resorts Management, Inc.
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. ❑ Non-affiliates we share with can include direct marketing companies.
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. ❑ Our joint marketing partners include credit card companies.

Other important information

If your mailing address is in California, then we automatically treat you as having instructed us not to disclose information about you to non-affiliated third parties and affiliated parties, to the extent prohibited by applicable California law.

17497266-Privacy Policy Multisite Collection

Diamond Resorts Corporation

17497266-Surepay Authorization Mulitsite Collection

SUREPAY AUTHORIZATION FORM

We are pleased to offer you the convenience of pre-authorized, electronic funds transfer ("**SurePay Plan**") for automatic payment of your principal and interest on your Promissory Note through your checking, savings or credit card account.

Part A: Method of Payment

By indicating Automatic Checking/Savings Account Payment and signing, I (we) hereby pre-authorize **Diamond Resorts Corporation**, its subsidiary and affiliated companies (collectively referred to as "**COMPANY**") and/or its service provider ("**PROVIDER**") to initiate electronic funds transfers from my (our) checking/savings account, as indicated below in Part C and maintained with the depository identified in Part C. Attached is my (our) voided check for the account from which transfers will be made, or I (we) agree to provide such voided check to COMPANY within 15 days from the day I (we) sign this Authorization.

By indicating Automatic Credit/Debit Card Payment and signing, I (we) hereby pre-authorize COMPANY and/or PROVIDER to initiate debit entries to my (our) credit card account indicated below in Part C.

This authority is to remain in full force and effect for "Note Payment," as indicated below, until COMPANY has received written notification from me (us) of its termination in such time and in such manner as to afford COMPANY a reasonable opportunity to act on it. With regard to these payments, I (we) recognize that any increases may require the transfer amount(s) to increase from time to time. Prior notice will be provided when the amount transferred differs from the most recent transfer by more than $10.00.

Note Payment --- Monthly Payment Amount $413.48

(Elect method of payment. Each method requires a monthly payment with first payment to occur within approximately 45 days.)

- ❑ Automatic Checking Account USD
- ❑ Automatic Savings Account USD
- ❑ Automatic Credit Card USD*
- ❑ Automatic Debit Card USD*

Terms and Conditions of Participation in SurePay Plan for Note Payment:

I (we) understand and agree to the following: If, at any time prior to the date the promissory note is paid in full, I (we) elect to terminate my (our) participation in the SurePay Plan, or I (we) close the designated bank account, or I (we) fail to maintain a sufficient balance in the designated bank account to cover the automatic payment, or I (we) stop payment on or rescind this SurePay Plan authorization, the annual interest rate on the promissory note is immediately subject to increase, in which case the monthly payment amount may automatically increase accordingly. Company reserves and shall have the absolute right, in its sole discretion, to terminate my (our) participation in the SurePay Plan upon ten (10) days' written notice to me (us). In the event of such termination by Company, the annual interest rate on the promissory note is immediately subject to increase in which case the monthly payment amount may automatically increase accordingly. The change in interest rate shall be effective retroactively to the date of the last payment under the SurePay Plan, and the change in payment amount shall apply to the next payment due after the last payment made under the SurePay Plan. Notices regarding Note payments should be sent to: Portfolio Department, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135, telephone 877.DRI.CLUB (877.374.2582).

Part B: Authorization

Pre-authorization for automatic payment:

Name(s):	Signed:	Date:
Charles Steven Cooper	Charles S Cooper	10/25/16
Brenda Webb Cooper	Brenda Webb Cooper	10/25/16

Part C: Depository / Credit Card Information for Automatic Payment Processing

DEPOSITORY (please attach voided check)

Name:

Branch:

City:

State: Zip:

Transit / ABA Number:

Account Number:

CREDIT/DEBIT CARD*

❑ American Express ❑ Discover Card

❑ MasterCard ❑ Visa

Account Number:

Expiration Date (mm/yy):

Name on credit/debit card:

*** Discounted interest rates are NOT applicable when utilizing either a credit or debit card.**

Rev 10-08-08_esig06012016

Diamond Resorts U.S. Collection

17497266-FDI Acknowledgement DDH

PURCHASER'S ACKNOWLEDGMENT OF ADDITIONAL BENEFITS IN CONNECTION WITH FIRST-DAY TIMESHARE MEMBERSHIP PURCHASE

This is to confirm and acknowledge that the following additional Benefits were agreed to and included in the purchase by the undersigned Purchaser(s) on **October 25th, 2016** of a Membership in Diamond Resorts U.S. Collection (the "**Collection**") as a reward for such purchase being made during the initial visit to the Diamond Resorts International® sales center by Purchaser(s).

All parties agree that Diamond Resorts International® will honor only the Benefits listed below in addition to the usual benefits and privileges enjoyed by Members in the Collection.

Agreed-to Benefits:

Closing Cost Description	Paid By	Qty	Base Amt	Total Amt
Trust Fee	SEL	1		
3.5% Buyer Financed Closing	BUY	1		
DEP - *Diamond Bonus Points	SEL	7500		
US Owner Kit Tablet Point	SEL	1		

*Additional Amount(s): **$0.00**

*To qualify to book a Diamond Dream Holiday, Additional Amount(s), if noted above, must be paid towards your purchase through normal monthly payments or additional payments prior to booking. You must be current with both your loan payments and maintenance fees and have paid a minimum of twenty (20%) percent of the qualifying purchase price in down payment or in down payment and principal and interest payments on the new purchase. Please refer to the Details of Participation in the Diamond Bonus Points brochure for more information.

PURCHASER:

Charles S. Cooper — Date: **October 25th, 2016**

Signature: **Charles Steven Cooper**

Brenda Webb Cooper — Date: **October 25th, 2016**

Signature: **Brenda Webb Cooper**

Date: **October 25th, 2016**

Signature:

Date: **October 25th, 2016**

Signature:

SELLER:

October 25th, 2016

Signature — Date

Printed Name

4814_Rev 4-5-2012_esig02232016

17497266-Diamond Bonus Points Acknowledgement

ACKNOWLEDGEMENT
Diamond Bonus Points / Diamond Dream Holiday Package

Sale Date: October 25th, 2016

Diamond Bonus Points:

CSC BWC ___ ___ I/We understand if I/we choose to use bonus points to book THE Club® reservations of my/our choice, the term of eligibility to use these points along with any other qualifying loyalty benefits is from time of qualification until December 31st, 2018.

CSC BWC ___ ___ I/We understand increased membership level will not be reflected on my account until I have fulfilled the qualifications for Diamond Bonus Points activation. Activation occurs when at least 15% down payment has been received and membership has been setup or 10% down payment has been received plus four consecutive monthly payments have been made on the purchase loan.

CSC BWC ___ ___ I/We understand Diamond Bonus Points will be exempt from incurring annual per point maintenance fees, however, I/We will be responsible for Club fees applicable to the Bonus Points for the time period in which they may be used

Diamond Dream Holiday Package:

CSC BWC ___ ___ I/We understand if I/we choose to use bonus points to book a Diamond Dream Holiday Package, reservations must be made 120 days in advance of arrival.

CSC BWC ___ ___ I/We understand travel must be completed by October 25, 2017, which is 365 days from the purchase date.

CSC BWC ___ ___ I/We understand all flights must originate and return from the same major US airport. All flights are booked economy coach class. Additional restrictions may apply.

CSC BWC ___ ___ I/We understand there will be a $99 reservation fee for all Diamond Dream Holiday reservations.

CSC BWC ___ ___ I/We understand Diamond Loyalty upgrades do not apply to the Diamond Dream Holiday.

CSC BWC ___ ___ I/We understand there are blackout dates five (5) days before and after President's Day, Easter, Independence Day, Thanksgiving Day, Christmas Day, New Year's Day.

CSC BWC ___ ___ I/We understand once confirmed, all Diamond Dream Holiday reservations are final.

CSC BWC ___ ___ I/We acknowledge that I/we have received a Diamond Dream Holiday TRIFOLD Brochure that explains the details of participation and the telephone number to book my vacation.

PURCHASER(S):

Charles S. Cooper
Charles Steven Cooper
Printed Name

Brenda Webb Cooper
Brenda Webb Cooper
Printed Name

Printed Name

Printed Name

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Diamond Resorts

17497266-Truth in Lending Disclosure Multisite Collection

TRUTH IN LENDING DISCLOSURE STATEMENT

DEBTOR:
Charles Steven Cooper
Name
Brenda Webb Cooper
Name

Name

Name
Post Office Box 5495
Address
Cleveland, Tennessee 37320
City/State/Zip

25163202
Promissory Note Number

603-496-0588
Home Telephone

Business Telephone

CREDITOR: Diamond Resorts U.S. Collection Development, LLC, c/o Diamond Resorts Financial Services, Inc. 10600 West Charleston Boulevard, Las Vegas, Nevada 89135

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate:	**The dollar amount the credit will cost you:**	The amount of credit provided to you or on your behalf:	The amount you will have paid after you have made all payments as scheduled:	The total cost of your purchase on credit including your down payment of: **$6,376.00**
14.3689 %	**$23,363.60**	**$26,254.00**	**$49,617.60**	**$55,993.60**

Your payment schedule will be:

Number of Monthly Payments	Amount of Each Payment				Payments are due monthly beginning
	P & I	+ Collection Fee =		Total Payment	
120	$407.48	+	$6.00	= $413.48	December 9th, 2016 (e)

Security: You are giving a security interest in the property being purchased in this transaction.

Late Charge: Default Rate: If a payment is more than ten (10) days late, you will be charged a late charge equal to the lesser of: (i) Twenty-Five Dollars ($25.00) or (ii) ten percent (10%) of the overdue installment. In addition, we may, at our option, increase the rate of finance charge to the maximum lawful rate under applicable law or, if there is no such rate, twenty-five percent (25%) per annum.

Variable Rate: ☐ **(This paragraph applies only if checked.)** You have agreed to the terms of our "Pre-Authorized Draft Plan" (the "SurePay Plan"). Your participation in the SurePay Plan will terminate immediately upon the occurrence of any of the following events: (i) at any time prior to the Maturity Date, you elect to terminate your participation in the SurePay Plan; (ii) you close the designated bank account; or (iii) on more than one occasion, a SurePay payment is not made when due for any reason (including your failure to maintain a sufficient balance in the designated bank account to cover any required payment). In such event, your interest rate will increase by **Zero** percent **(0.00%)** per annum and your monthly payment will increase to the level sufficient to repay all principal, interest and collection fees by your final payment date through equal monthly payments on each payment date. The increase in the interest rate will be effective retroactively to the date of the last payment made under the SurePay Plan, and the increase in payment amount will apply to the next payment due after the last such SurePay payment. If you were to make a single payment under the SurePay Plan and one of the above events were then to occur, your total monthly payment of principal and interest would increase from **$413.48** to **$413.48.**

Prepayment: If you pay off early, you will not have to pay a penalty.

Contract Reference: See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment rebates and penalties.

"(e)" means estimate

SEE ITEMIZATION OF AMOUNT FINANCED AT PAGE 1 OF PURCHASE AND SECURITY AGREEMENT OR THE "PURCHASE TERMS" SECTION OF CREDIT SALE CONTRACT, AS APPLICABLE

The undersigned Buyer(s) acknowledge(s) receipt of a fully completed copy of this disclosure on this date.

Charles S. Cooper
Charles Steven Cooper
Printed Name

Brenda Webb Cooper
Brenda Webb Cooper
Printed Name

Printed Name

Printed Name

October 25th, 2016
Date

Rev 08/10 - (10072010)_e_sig_03_21_2016

Florida

17497266-DRUSC Florida Receipt for Time Share Docs

RECEIPT FOR TIMESHARE DOCUMENTS

The undersigned acknowledges that the items listed below have been received and that timeshare plans and specifications have been made available for inspection.

Multisite Timeshare Plan Public Offering Statement:

- ☐ Multisite Public Offering Statement Text
- ☐ Declaration for Multisite Timeshare Plan
- ☐ Multisite Rules and Regulations
- ☐ Schedule of Reservation Rates
- ☐ Entire Purchase and Security Agreement
- ☐ Receipt for Timeshare Documents
- ☐ THE Club® Exchange Documents
- ☐ Interval International Document
- ☐ Purchaser's Understanding and Acknowledgments
- ☐ List and Description of Exhibits Not Provided to the Purchase
- ☐ Truth In Lending Disclosure Statement
- ☐ Sure Pay Authorization
- ☐ Privacy Policy
- ☐ Promissory Note

TO THE PURCHASER: You may cancel your contract without any penalty or obligation within 10 calendar days after the date you sign your contract. If the developer has made a material and adverse change to the public offering statement prior to your closing, you may cancel your contract within 10 calendar days after your receipt of such changes to the public offering statement.

If you decide to cancel your contract, you must notify the seller in writing of your intent to cancel. Your Notice Of Cancellation shall be effective upon the date sent and shall be sent to the seller at: Diamond Resorts c/o Rescission Coordinator, Diamond Resorts Financial Services, Inc., 10600 West Charleston Boulevard, Las Vegas, Nevada 89135.

Any attempt to obtain a waiver of your cancellation right is void and of no effect.

While you may execute all closing documents in advance, the closing, as evidenced by delivery of the deed or other document, is prohibited from taking place before expiration of your 10 day cancellation period.

Signature — Date: October 25th, 2016

Charles Steven Cooper
Printed Name

Signature — Date: October 25th, 2016

Brenda Webb Cooper
Printed Name

Signature — Date: October 25th, 2016

Printed Name

Signature — Date: October 25th, 2016

Printed Name

The documents listed in this receipt and received by the purchaser constitute a subset of the public offering statement filed with the Division of Florida Land Sales, Condominiums, and Mobile Homes, in accordance with Chapter 721, Florida Statutes.

Rev 1-7-09

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/29/2016

ANDRIA SIMPSON
3251 S. SHELLEY ST
Mohegan Lake, NY, 10547

Email: andriaasimpson@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare
Street Address: 10600 West Charleston Blvd
City: Lss Vegas, NV 89135
Phone: (702) 684-8000
Website: diamondresorts.com
Date of Transaction: 03/08/2016
Amount Paid: 5,777.00

Questions/Comments:
My husband and I were tricked into acquiring a second loan for a timeshare that we did not ask for nor can afford. Corbin Chips and hhis coworker Chris. While under the assumption that we were visiting the Mystic Dunes resort for a member update, we were false led to believe that the original loan that we signed up for in December of 2015 was not valid.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/23/2016

John Lewis
222 Griffin Avenue
Bridgeport, CT, 06606

Phone: (203) 371-0885
Email: jlsr222@optonline.net

Name/Firm/Company: Diamond Resort International
Subject/Category: Tempus Resorts acquired by Diamond International

Questions/Comments:
I was asked to do an owners update as DRI has acquired Tempus Resorts. I was told by DRI that a deal was made the Tempus owners would have a one time offer to convert into the DRI system of points. No proof was shown to confirm this when I asked was told it was public information. Can this be confirm. The had assigned me 5250 points to each of my contracts. However I could not just convert my points I would have to purchase an additional 4,000-4,500 points. Even through they have lower level points in there system.I am not sure how legal and or ethic that would be. I am hoping you can confirm what the told me. I didn't take the deal, and had to decline their offer in writing which in hide sight I should have not signed. There were many other questionable sales tactics that I can get into at another time. I did take a sampler program which I cancelled in writing the next day and was received my DRI

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/04/2016

Amanda Koonce
7402 Windstone ct
Plainfield, ----,

Email: mandansanv@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Fraud misleading company
Street Address: 8317 lake Bryan Beach Blvd
City: Orlando, FL 32821 Orange
Phone: 877.787.0906
Website: Diamondresorts.com
Date of Transaction: 02/01/2013 - 02/01/2015

Questions/Comments:
I purchased a timeshare from this company after going to a three hour meeting the saleswomen told my family we would benefit from timeshare because we have a large family and we would be able to travel to various locations she gave us a book of destinations we would be able to go to and I asked her numerous times would we be able to travel to various locations as I didn't want a vacation timeshare for just one location she reassured me and my husband and five small children that we would have many good times and fun memories on all the vacations we can take it was a budget for what we were getting and that we can leave it to our children at the time we we thought it was a great idea I got home tried to book our next vacation as excited as we were nothing available I thought ok I'll try for a year later nothing the only availability they had was for Florida and Virginia and Vegas every single time I called none of the locations we were looking for were available. I called and called to get an answer nothing I then went to a meeting in Missouri were they said to upgrade and that has been the problem we problem didn't have enough points so the since kicks us out we upgraded and went home again nothing. I called got no one decided to use my points and take a vacation to Virginia since that's all they had available got to Virginia they told me I would need to upgrade or lose my points I currently have because I had to buy so many points by a certain time we were de aster to have to purchase again but didn't want to lose the money we already spent they reassured us that at a silver level we would have more priority and more availability I have used credit cards and savings to pay this off and we can't even use it. There is never any availability no one ever answers our calls and when I call the main number to book they can't help me please help so these people don't get away with taking innocent families money.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/17/2016

Michele Alier
69 Sunburst Terrace
Central Islip, NY, 11722

Phone: (631) 439-5796
Email: micasmouse@aol.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Misleading Timeshare Purchase
Street Address: 7600 Mystic Dunes Resort & Golf Club
City: Celebration, FL 34747 Osceola
Website: https://www.diamondresorts.com/destinations/property/Mystic-Dunes-Resort-and-Golf-Club
Date of Transaction: 03/06/2016
Amount Paid: 5,500.00

Questions/Comments:
3/6/16 was the initial transaction & the company opened this c/c to get me to make this 5,500. to hold purchase until I returned on June 1, 2016 for "Orientation" and to hand over a deed from a property (purchased in 1995), I was using as a trade in. When I received the deed, the title was not only under my name - I immediately called Diamond & was told to still bring the title for Orientation & to finalized the purchase. In the meantime I paid the balance due of almost $15,000.00. Upon my return I realized I was not there for an Orientation but for an extremely intimidating hard sell to get me to buy more points. I was kept in an office for Five hours with 3 different people trying to pressure me to purchase more. All the while I refused, I signed the remaining documents to finalize my original contract. When they finally gave up they announced that my deed was not acceptable and I needed to get a quit claim deed. When I returned home the next day, June 2, 2016. I called & immediately cancelled my contract. I was told to put it in writing which I did (I have copies of EVERYTHING). None of my calls, emails or faxes where returned. By June 15, I contacted my original salesperson. When a manager did finally call back after my repeated attempts, it was not until July 21st & I was told it was too late - I was out of the rescission period. I went all the way to the corporate office I was was asked to send them copies of all my documents which I did. Then I was told they are counting my rescission from my initial deposit date of 3/6. I adv the manager that is absolutely NOT the contract I was told I was signing. - I went into deep depth with my salesperson regarding my purchase as for my parents who are both senior citizens. My salesperson lied to me about what I was signing and why. I complained to the Better Business to know avail. I received a final email from Shelly Knapp of Diamond saying that I can't prove what was or was not said in my sales meeting. I also gave her copies of the many call I made to the company & adv her because they are recorded (according to Diamond) there will be more evidence on those recordings of their dishonesty. Last email from her said there is no point in me pursuing anything further. They have over $20,000.00 of my money and they refuse to return it. I can not imagine how many other people they have done this too. Please help me!!!!!

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/05/2016

Earle Baker
3425 E Highline Canal Rd
Phoenix, AZ, 85042

Email: earlelbaker@outlook.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Fraudulent Sales Practices & Scam
Street Address: 8415 S Park Cir #150
City: Orlando, FL 32819 Orange
Date of Transaction: 03/19/2014
Amount Paid: 4245

Questions/Comments:
Ten years ago we signed our first timeshare contract with Sunterra Properties. I believe Diamond acquired Sunterra around 2007-2008. Since then, we have purchased 4 times through Diamond. Other than the “freebies” they gave you, they told us we had to attend these “updates” at almost every vacation we went on. They’d offer amenities and free shows, excursions, etc. They’d always tell us it is an investment. We did not feel we needed to upgrade our membership. But after many hours of pressure we gave in to each one of the purchases. Things like you can rent and you can sell really did swayed us to buy. As time went by I had no luck finding anyone who would rent or buy our timeshare. We have learned that there’s no profitable market for consumers. The only ones who profit from these are these timeshare companies. Things like the more points you have, the better ease and range of bookings we would have. We came to find out that making reservations was difficult. Everything always was full. But they said, I need to go to the next level - “Silver,” “Gold,” “Platinum.” Our fees have definitely gone to the next level each time because nothing else has improved or gotten easier for us. We have already reached out to Diamond so that they can cancel and refund us entirely. They feel like they don’t have options for us because we still have a balance on this invisible property mortgage. Our argument is that we would have never signed had they not led us to believe that we were entering a financial investment that would yield profits for us. It is also the reason why we do not want to continue this “mortgage” agreement because it has not been beneficial to us in any way. They have played us. This is our purchase record and the persons involved in this scam: 05/31/08 Sedona, AZ - Danielle Glunn: Cost $24,948 Fees: $585 03/19/14 Orlando, FL - Reginald Buck #TS.0039473-AGEN: Cost $53,267 Fees: $2,100 03/6/15 Las Vegas, NV - David Dunn #TS.0042663-AGEN: Cost $3,275.44 (Silver Sampler) 06/20/15 Las Vegas, NV - Reginal Buck #TS.0039473-AGEN Cost $43,637 Fees: $4,100 We would like someone’s input and assistance. They are not cooperating and only want our money. Thank you, Earle & Tonya Baker

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/25/2016

Lynn West
2401 Riverside Dr.
Lake Station, IN, 46405

Phone: (219) 963-4441
Email: lwest215r4@aol.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare purchase
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Amount Paid: $30,000

Questions/Comments:
We were pulled into these contracts due to unethical and unprofessional business practices, blatant lies, and deceptions and misrepresentations. The timeshare in 2001 was presented as “an investment”. The sales reps insisted that the value of the timeshare would appreciate or increase like real estate and would not depreciate or plateau. They told we could profit by renting out the timeshare with their help and could later make money or at the very least earn our money back by selling the timeshare, also with their help. All these statements are not true. (We had tried to sell the timeshare deeded week with the help of several companies in Florida. All of these companies were scams. The final scam was turned over to the Attorney General’s office and our money was returned.) The presentations and owner updates were only to last 90 minutes, but they lasted far longer. Hours. There were several unmentioned fees associated with the timeshare as well. They told us that we could eliminate maintenance fees with owner referrals - this turned out to be untrue. The sales reps (we dealt primarily with Elgin Davis and Adam Updike the first time, Louie Pedersen and Mike Verrone the second time, John Chia and Tiffany Higgins the third time) told us that the offers would expire if we did not purchase that day and that the price was by “special permission of the corporate office”. Another false statement was that we could refinance the timeshare with our own bank for a lower interest rate. They told us (the second time) that we would be attending an update meeting to discuss questions. It turned out to be yet another sales presentation (despite the fact that we already owned a timeshare) and the sales reps wanted us to buy more and more points. They lied to us when they said that the amount of points that we had purchased would give us more amenities than it actually did. They told us that we could use the points to purchase airfare, cruises, car rentals, and other amenities. Not true. The points system itself is impossible to understand and to ever be able to use. We didn’t have enough points. So we had to buy points to be able to use the points we had. We couldn’t get on to the website to redeem points because we didn’t have enough points to access that website. In October 2015 we spoke with Tiffany Higgins about giving back the week but she said that Diamond does not take back weeks or buy back the timeshare deed or points. After a long conversation and many out-of-the-room phone calls, she said that Diamond would take back the deed for points (it was worth about 6500 points) but I had to buy 4,000 additional points to effect this. Good money after bad? Yes. Furthermore, we were subjected to high pressure sales tactics and could not leave the room without purchasing - either the timeshare itself or the additional points. The bottom line is that the salesmen over the years have made promises and misrepresentations about the timeshare and additional points that did not prove to be true. The company is not willing to resolve these complaints. Their most recent letter stated basically that we signed the documents, which we do not deny, and are therefore responsible for the contents.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/30/2016

JESUS COTA
13902 LEETON CIRCLE
Chantilly, VA, 20151

Phone: (703) 817-1716
Email: JASFCOTA@COX.NET

Name/Firm/Company: DIAMOND RESORTS C/O MYSTIC DUNES
Subject/Category: misrepresentation/fraudulent sales
Street Address: 10600 W. CHARLESTON BLVD
City: Las Vegas, NV 89135
Website: WWW.DIAMONDRESORTS.COM
Date of Transaction: 11/13/2012
Amount Paid: 36400

Questions/Comments:
Owners' Care Department,

Due to the fact that we have completed more than one purchase with Diamond as we were led to believe your vacation company would be our "home away from home", we have both seen and spent enough to know that both this contract and membership are virtually useless!! Having been members of your vacation company since 1998 and having been pushed to complete an additional upgrade in 2012, we have been loyal members to Diamond long enough to now discover that your vacation company does not provide the affordable travel opportunities as told by your persistent, aggressive sales reps. Our initial experience with Diamond came about after we were offered four Disney World tickets in exchange for our attendance to one of the 90 minute presentations that were being held at the resort we were visiting. While speaking with your representative, we were told our attendance to the presentation would only be an opportunity for us to learn more about Diamond and the services it offered. Unfortunately, this was not the case. Not only did the presentation last hours on end, taking away much needed time from our vacation, but by the end of the presentation, we were swindled into completing a purchase that was not properly nor truthfully explained to us. To make matters worse, we were contacted shortly after and told we needed to attend a second presentation as it was said to be the "last opportunity" we would have to change over to Diamond's new points system. With each presentation we attended, we never had the intentions of buying, but apparently, your annoying sales reps and their relentless efforts had a different plan in mind… a SCAM! At this point, because we have now seen the way Diamond handles members like ourselves, the way your sales reps have no problem in misrepresenting your contracts and services, we are well within our rights to demand that this contract be cancelled!! With each purchase made, your sales reps never wasted any time in leading us to believe that the purchase of our membership with Diamond could easily be looked at as an "investment". In stating this, your sales reps explained to us that our "property" would accrue in value over time and that because our unit was located in Orlando which was said to be a "hot spot" location for tourist activity. Your sales reps explained this claim to us in attempts to also lead us to believe that we could earn additional income by either renting out our unit to other vacationers or either selling to interested buyers. In addition, it was also stated that in the event of us being able to rent out our unit, we could use whatever money was made from our rental process to pay for our maintenance fees and other membership dues associated with our purchase. In seeing that we were not yet sold on the idea of completing such an expensive purchase so fast, your sales reps assured us that Diamond would be there to assist us with the renting and selling process as we were told Diamond could bring in tenants to come in as our guests. Concerning this claim, we have yet to find this to be true. In our efforts to sell, not only have we found out that this is nearly impossible to do as the current timeshare market is oversaturated with other owners who are also trying to get rid of their property. After finding out about the timeshare market's status, we then called up to Diamond in hopes of receiving some of the promised assistance, but we were then completely caught off guard after finding out that we'd need to hire a third-party advertising company to find tenants to pay for the usage of our unit which was extremely hard to do as we were given the week of Thanksgiving! At the time we completed our purchase,

however, we were given the impression that our availability was for anytime throughout year. As an added benefit our purchase, while our first purchase only allowed us to travel during Week 47, with our second purchase which allowed us to now operate off Diamond's new points system. With the way things were explained to us with our second purchase, we were told that we'd be able to travel anytime throughout the year and that we'd never have to worry about issues such as availability due to the fact that we were told we had purchased enough points to secure our travel reservations. Unfortunately, this claim only proved to be yet another misrepresentation regarding the travel aspect of our purchase. In fact, after completing our second purchase that was said to provide us enough points to travel, we were deeply disappointed and began to feel taken advantage of after constantly being told there was never any availability for the destinations we were requesting. In addition, rather than assisting us or providing us with other options to choose from, your pushy sales reps used each and every opportunity to try and sell us on the higher, more expensive point packages which was neither what we wanted nor could afford. Needless to say, the disappointment and inconvenience of us not being able to travel to the places we desired such as Myrtle Beach, finally caused us to stop making any more efforts to travel as it was becoming more of a headache than a pleasant experience. After our second purchase was made, even though we were given the assurance that our maintenance fees would not increase, this was not the case. To date, our fees have dramatically increased, sending us into a whirlwind of unnecessary and unwanted debt that we can no longer afford to bear. Regardless of the hundreds of dollars we have spent on this fraudulent timeshare purchase, the fact is, Diamond simply does not have the open availability as promised by your lying sales reps. Aside from that, because of all the constant pressure we have endured to get us to purchase more and more points, we have now come to the conclusion that it is a common, deceptive sales practice to keep even loyal members, like ourselves, on a constant chase for points as clearly, one can never have "enough" points. All in all, this purchase and membership has proven to be nothing more than a headache, an endless money pit and most of all, A SCAM!!! With that being said, on account of your sales reps' lies, inconsistencies, misrepresentations and willful omission of information as they also never made us aware of any of the cancellation policies for our contracts, we are demanding that this contract be cancelled and that our money be refunded. It is both unadmirable and unfair for Diamond to treat us in such an impersonal and harsh way when we have been nothing but loyal to your company. Our demands have been made clear, our reasons have been made known. We will not rest on this matter until this contract is closed and we have finally rid ourselves of Diamond and its unethical business practices.
*These are our complaint with Diamond. We have written numerous letters requesting out of our contract but they are refusing to help us reach a favorable outcome.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/15/2017

Carol Conrad
2680 Beaumont Ct
Clearwater, FL, 33761

Pinellas
Phone: (727) 785-7816
Email: sunsetah@verizon.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: Diamond Resorts International
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Phone: (877) 787-0906
Website: https://www.diamondresorts.com/
Date of Transaction: 04/26/2016
Amount Paid: 67,423.11

Questions/Comments:
I wanted to bring to your attention that Attorney General Mark Brnovich settled a case with Diamond Resorts International. Consumers complained that Diamond Resorts used deceptive sales practices and made numerous oral misrepresentations and false statements during timeshare sales presentations. I contacted the Office of Attorney General Brnovich and sent the following information to them: On April 26 2016, at a required meeting with our Salesperson, Douglas Jessup, he spent approximately 5 hours trying the big sell. We had already said no, repeatedly, and told him we really just wanted to get out of Diamond altogether, when he said “Come with me, let’s go for a walk, I don’t want the reviewers to listen in”. So we went to another room away from anyone else. He told us that since we had purchased originally so long ago (in the 90’s), our “Points” were available for purchase at the original price, or $3.65, for points that were now worth $11.00. He said it was something about them not doing what they were supposed to do when Diamond bought out our original owner, Sunterra, that had allowed this to happen. With that said, he told us that Hawaii allowed only a fixed amount of Commercial Resort Properties to exist on the Island, and that the currently being built, Marriot Property nearby, was the last one. So, since there would be no more property available after that, within a year, two at max, Diamond would be coming back to us wanting to buy our Property back. I told you about the “points” information in the previous paragraph because he used this to sell us that in the “year or two at max” the “points” that were now worth $11.00 each, would be worth at least $15.00 each. And since we would be purchasing them now at $3.65, we would be "sitting on a fortune". He recommended if we could afford it, we should buy up to Platinum, prefacing the above “sitting on a fortune”. He told us that he was a Double Platinum Owner and had no trouble at all renting out enough of his time to cover the annual fees. He even shared his phone number saying he would be happy to help us out with that, and even inviting us to visit him at his home in Cabo San Lucas, Mexico. So now, 18 months later, when we contacted Diamond Resorts for information on a "Buy Back" we are told Diamond Resorts has no intention of buying back our Property. Attorney General Brnovich's Office said we do not meet the criteria of their Settlement, as we are not residents of Arizona. They advised that I contact My Florida Attorney General, as that is where we live. I have hired an Attorney locally and stopped all future payments to Diamond Resorts. I can send my Attorneys information to your Office as well as the string of emails regarding the contact with Diamond Resorts buying back, Financial records and any thing else you may need. Thank you for your time and attention to this matter. Carol Conrad

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/08/2017

Marlia Moore-Southers
7017 Locker Court
Cincinnati, OH, 45224

Phone: (513) 509-5665
Email: marliasouthers@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Time Share
Street Address: 7600 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Website: Diamondresorts.com
Date of Transaction: 08/16/2016
Amount Paid: 18,660.00

Questions/Comments:
I owned at Mystic Dunes every other year/even years. My time share was paid in full. I was told that because Mystic Dunes was purchased by Diamond resorts, my maintenance fees will continue to increase. I was told that could purchase additional points to combine with the point value of Mystic Dunes and I would own a silver membership with Diamond resorts and my maintenance fees will be canceled with Mystic Dunes. I received invoices in November for 1294.32 Mystic Dunes and 1348.86 Diamond resorts for 2018 maintenance fees. After 5 telephone calls, I was told that i still own at Mystic Dunes.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/17/2017

Sidney Beach
PO Box 1355
Byron, GA, 31008

Email: S@skab.us

Name/Firm/Company: Diamond Resorts
Subject/Category: Sales Misrepresentations

Questions/Comments:
I had a similar issues with Diamond Resorts that the Attorney General Brnovich in Arizona sited Diamond Resorts for. Direct Link (https://www.azag.gov/press-release/attorney-general-brnovich-announces-800000-settlement-diamond-resorts) Anyway we can reference this case to help the owners that have been victimize in Florida to get a similar benefit? Thanks..

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/08/2017

Brendolyn McCarty-Jones
3563 11th Street, NW
Washington, DC, 20010

Phone: (202) 387-7791
Email: bmccartyjones@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Diamond Resort Florida Sales Representatives
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Phone: (877) 374-2582
Website: Diamondresorts.com
Date of Transaction: 07/25/2016
Amount Paid: $3,652.03

Questions/Comments:
I would like to file a complaint with the appropriate Attorney General division based on a fraudulent transaction with Diamond Resorts at an Orlando, Florida property. Diamond Resorts Representative in Orlando, Florida are attempting to bind me in a timeshare contract that I had no intention of being obligated. The discussion was dubbed Owners' Update and centered on converting a deeded timeshare to Diamond's point system. This transaction was described as an enhancement to the original timeshare which was bought and paid for years ago. The enhancement was to take place only if other owners, not present in Florida at the time, signed a release. I was provided a form and FedX envelope to return the other owners' release. The other owners did not sign the release, but Diamond now states that I am liable for a new separate $14,000 contract. A down payment via a credit card opened by Diamond Resorts of $3,411 was made and one protested payment of $241.03 in order to protect my good credit rating. Never during the interaction with the sales representatives was I informed that I was entering into a separate personal contract with Diamond Resorts. It was supposed to be a timeshare enhancement binding all owners, should all owners agreed to the conversion from deeded timeshare to the point system. I have had many communications with the corporate office in Las Vegas, Nevada and am more than happy to share the correspondence.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/22/2017

Kathleen Nelson
153 Bridge Street
Beverly, MA, 01915

Email: kfnelson56@comcast.net

Name/Firm/Company: Diamond Resorts / Florida Club Connection / Bryan's Spanish Cove
Subject/Category: Timeshare
Street Address: P.O. Box 863596
City: Orlando, FL 32886-3596 Orange
Phone: (877) 628-4463

Questions/Comments:
I have owned a timeshare at Bryan's Spanish Cove in Kissimmee for over 30 years. This week, I received an email from them saying "Your Vacation is Confirmed!" which stated that my husband and I were "confirmed" for a vacation at Bryan's Spanish Cove for the week beginning Feb. 19, 2018. We never booked this vacation. I emailed Florida Club Connection and asked them to never send me an email like this again. This was the second time they had done this. The first time, I ignored the email and lost all my timeshare "points" for the year since they considered us no-shows and we forfeited all our points. We straightened that affair out, but to get this notice again, after I had asked them over the phone not to send such notices, really irked me. There is no way to opt out of the "Your Vacation Is Confirmed" emails. I checked the fine print. I want to bring this to your attention. As I said, I have owned a timeshare for 30+ years and have enjoyed it. Since Diamond Resorts took over Club Navigo and Island One, it's been nothing but a giant pain. Could you ask Diamond Resorts International to cease and desist with these mailings? Thank you. If someone will send me their email address, I can email you the exact Diamond Resorts sent to me. Best regards,
Kate Nelson

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/17/2017

James Pontious
7018 Dominion Lane
Bradenton, FL, 34202

Manatee
Phone: (941) 536-2445
Email: jponti8037@aol.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare Scam
Street Address: 8415 Southpark Circle
City: Orlando, FL 32819 Orange
Date of Transaction: 11/11/2017
Amount Paid: $3995

Questions/Comments:
My wife Margaret and I were scammed by a Ms. Lisa Plante and Mr. Najid Ganna,Orlando, FL based employees of Diamond Resorts International. We were invited to a luncheon meeting on November 11, 2017 at the Hyatt Regency Hotel in Sarasota, Fl. to hear about new favorable timeshare owner policies and over a 4-hour period we were repeatedly told that Diamond Resorts had a new policy allowing liberal use of our timeshare points that, after "qualifying" would allow us to spend our 6000 annual points on hotel rooms,air fares, retail merchandise and even pay our annual timeshare maintenance fees. The only requirement to "qualify' was to purchase either a higher status for $14,550, which we rejected or a $3995 "Sampler" package that would also add 20,000 extra points to our existing 12,000 unused point bank. We were told that we would have to sign an agreement requiring resort visits and future sales meetings but that these requirements "would be waived since we were already long standing Diamond Resorts Timeshare owners." Also, we would only have to wait 2 weeks for the new plan to be activated on our existing account and 32,000 points would be worth $.20 each (total value $6400) to be used for resort vacations or as we see fit without having to add any additional cash. This also included unused existing 6000 points scheduled to expire at the end of 2017. Two weeks later we found out that none of the claims were true; there was no new liberal point usage plan and we now have 32,000 points that we will likely not be able to use and are out $3995. On November 26, we verbally reported this scam to Diamond Resorts' Las Vegas headquarters and was promised a reply within one week. Nothing happened, On December 12, I talked to them again and sent in a detailed written accounting of the scam perpretated by their employees. I was promised an investigation, but so far nothing. On December 11, my American Express credit card began incurring fraudulent charges to the tune of over $1700 in Internet purchases. That card was cancelled the same day. Mr Ganna was the only person that has had private access to my credit card and would have been able to view the 4 number code required for Internet usage. While so far, I have no proof, I can't help but believe everything is tied together, as I have never had a problem with any of my credit cards in the past. and I am 79 years old. So far, my complaint is against Diamond Resorts, who seem to ignoring the fraudelant behavior of their employees treating it as business as usual.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/01/2017

Carol Ferkula
6300 Scott Court
Tinley Park, IL, 60477

Phone: 708*532-1854
Email: c.ferkula@att.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare
Street Address: 10300 West Charleston Blvd
City: Las Vegas, NV 89135
Phone: 877-497+7521

Questions/Comments:
I am returning my fully paid timeshare back to Diamond Resorts because of age, health, and hardship. I started the process at the end of last year. Maintenance fees and taxes were due on Jan. 1,2017. I had not heard anything from the company about my request. I paid the charges....over a thousand dollars because I always pay my bills on time even thought that was really difficult for me. I received a letter and the papers to turn over the time share to Diamond resorts shortly after the first of the year. I called and asked if I would be getting any part of the maintenance and taxes returned to me. They said no. That does not seem right. That is over three months of grocery money for me. How can they keep money for something that I get nothing in return for? They can resell it for about 18,000 or rent it to vacationers. On top of that I have to pay $250.00 for the paper work to give it back to them. Is it legal for them to keep the entire amount of maintenace fees. I understand having to pay some of it until the transaction is complete Thanks for any help you can give me. I do appreciate it

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/27/2017

Pat Sylvester
2341 E. Laurel Ln
Phoenix, AZ, 85028

Phone: (602) 359-4546
Email: psyltel@cox.net

Name/Firm/Company: Diamond Resorts/Premiere Vacation Collection Owners Association
Subject/Category: Errant Billing
Street Address: P O Box 8526
City: Coral Springs, FL 33075-8526 Broward
Phone: (877) 374-2582
Website: diamondresorts.com
Date of Transaction: 12/22/2015
Amount Paid: 100

Questions/Comments:
On December 22, 2015 I deeded my timeshare to RESORT ONE. Attached you will find duly witnessed, Power of Attorney and Quit Claim Deed. Diamond Resorts continues to bill me assessment fees associated to this deed. In May of 2017, after receiving the assessment bill, I sent a registered letter with copies of the deed documents to Premiere Vacation Collection Owners Association, received the signed delivery receipt, with no response. I called PVCOA the response was they insisted that the transaction documents were in error because the templates of the POA and Quit Claim were on the same form and must be separate. Thinking there might be a simple error, I then went to RESORT ONE contact JORDAN @ 1-866-314-5995 opt2, for assistance. Jordon exclaimed that these form have been in use "forever" and expressed his doubts as to the validity of this insistent request, and agreed to advise the RESORT ONE attorney of this issue. The two of them PERHAPS conferenced with someone at PVCOA, but Jordan came back to me stating that the Arizona State Attorney office had admonished Diamond Resorts for these types of actions and I should hear no more from Diamond. However, I'm still being billed by PVCOA. I include the copy of the 2017 assessment, but I have received another for 2018. I have filed a complaint with the AZ Attorney Office-3MNWG-BUQ6U

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/31/2017

Jane Austin
1337 Casterton Circle
Davenport, FL, 33897

Polk
Email: lanielisa89@yahoo.com

Name/Firm/Company: Diamond Resort International
Subject/Category: Diamond Resort
Street Address: 7900 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Phone: (407) 226-1000
Website: Tom.Savino@diamondresorts.com
Date of Transaction: 08/02/2017
Amount Paid: $17,000

Questions/Comments:
I am filing a complaint against Diamond resort for selling us a product that does not exist. Despite all efforts of not buying into timeshare they were somehow able to coerced myself and my husband into buying into their product. on this last transaction we were promised that if we become GOLD OWNERS, we would be in a positon where we would be able to get free airline tickets, and that Diamond will provide us with a card that can pay half-the association fee and much more.the representative gave us may reasons why buying into this product would be benificial to us. after what seemed to be hrs. of persuasion we we sucumb to her demands.The total transaction amounted to $95, 000, downpayment of $17,000 was required, Mthly payment of $1,100, and association fee of $ 4,000 not to mention that booking fee was an addition of $100. on our inital visit we were told that because we were there for that event that the previous contract which was contracted for 2yrs. The previous contract was signed 2 months earlier and that contract was for 5yrs. we were told that because we were there the contract is null and that we were being offered the best price for that day only, if we agree to buy points at a later time it would cost 4x the Amt.that was offereded. Because of the uncertainty we were subjected to sign a contract. initally we were told that as a member we will the receiving a title in the mail. couple months later we received a certification of membership.if we are not owners way are we sujected to pay a monthly mortgage,We then learned that we are only members not owners. If we wre only why are we sujected to pay a yearly association fee. If my husband and I knew from the very begining that we were only members not owners we certainly would not havebeing subjected to this fraud.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/12/2017

Billie Morton
326 Third Baxter Street
Fort Mill, SC, 29708

Phone: (910) 554-6505
Email: morty345@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare Fraud
Date of Transaction: 10/19/2017
Amount Paid: 3995.00

Questions/Comments:
After request for a refund after, what I considered a fraudulent contract practice, Diamond Resorts International (DRI) told me I had to provide a police report documenting that I am ACCUSING/CHARGING MY WIFE WITH FRAUD in order to ask for a refund for a fraudulent contract with DRI. DRI fraudulently charged me $3,995.00 by telling my wife she could sign on my behalf on a contract that included required initials on twenty (20) detailed paragraphs for a 24 month timeshare contract. DRI denied my request for a refund and told me; in order to move forward with the refund process I must provide a police report that shows I am charging my wife with fraud. In hopes of providing some type of credibility and record of integrity: I am a retired US Marine Corps Officer and a current First Officer with American Airlines. I am the father of three amazing children and the husband of a wonderful wife. - On 19 Oct, 2017, I paid $3,995.00 with my USAA Visa Card for a 24 month timeshare Sampler package from Diamond Resorts International (DRI) at the Cypress Point Sales office, Orlando, Florida, . -We were there over 3 hours for the advertised 90 minute sales presentation. We declined the full time share but they did talk us into the Sampler. I told them I had to leave right away to pick up my kids immediately after we agreed to move forward with the Sampler. The sales rep said that my wife could stay and wrap up the paperwork and when I returned. I was unaware of a contract style document (4 pages with 20 locations for initials for both my wife and I plus each of our signatures at the end) they wanted us to sign. I thought I had just signed the “contract” (Purchase Proposal - 1 page document) and all that was left for them to put some things together for us to take and pay for the Sampler. Approximately one hour later I returned and my wife said we are done and could resume our day. -The sales agent told her she could sign the paperwork for me. (I never saw the Membership Agreement that my wife signed for both of us) -I did not look at the Membership Agreement document until nearly one month later when they called to “review” the contract and get me started on my vacations. I am a very busy person and I didn’t have any reason to be suspicious. -Upon review, I quickly saw many restrictions and additional requirements that were not discussed in the presentation. The Sampler restrictions do not work well with my job and interests. I would not have signed the Agreement had I had the opportunity to review it. They quickly reviewed this with my wife (I was not present) as they had her sign the document for both of us. Within a couple of days reviewing the Sampler Agreement, I called DRI to ask for a refund. -After nearly 3 weeks of phone calls and many voicemail messages to DRI in effort to obtain a refund, I finally received an official response from Ashley Francis, Senior Specialist with DRI: Ashley told my wife and I that I must provide a police report that shows I am accusing/charging my wife with fraud in order to move forward with the refund process! - I asked Ashley to send an email with that request in writing (Early this afternoon- 7 December 2017). She said she would send it. I have not yet received the email
- 11 December 2017. I have called twice this afternoon and again on 11 December. I left a voicemail on her machine each time. - I called the Orlando County Sheriff’s department. They tell me that this in not even something they would do. They said I would have to take my wife to civil court.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/06/2017

Barbara Morrison
821 Chattahoochee Circle
Roswell, GA, 30075

Phone: (917) 715-0685
Email: invader3b@optonline.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: Diamond Resorts International
Street Address: 10600 West Charleston Boulevard
City: Las Vegas, NV 89135-1014
Phone: (877) 483-6787

Questions/Comments:
I went on vacation to Disney World in Orlando in the summer of 2015, with my niece and two grandchildren. We stayed at a time share for which I own shares. I was strongly coerced into purchasing additional shares and was told that I could use money from my 401K to pay for it. I did and now I am having difficulty paying this monthly amount of $557.93 for which seems like the remainder of my life. My son recently lost one of his jobs and I have been helping him to pay his bills. My daughter recently got laid off from her job in New York and I am also helping her with her bills. I called and told them that I was no longer. able to make these payments and that they should relinquish the shares (including the ones I own). I sent proof of this hardship along to them and now I am receiving harassing phone calls. Please assist me in getting this resolved in my favor. Thank you very much. Respectfully submitted

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/16/2017

Igor Vazhenin
2135 Collins Hill Rd.
Lawrenceville, GA, 30043

Phone: (404) 932-2228
Email: realigor1@gmail.com

Name/Firm/Company: Diamond Resort Internation, Daytona office
Subject/Category: Wrong doing
Street Address: 400 N Atlantic Ave, Daytona Beach, FL 32118
City: Daytona Beach, FL 32118 Volusia
Phone: (386) 944-0723
Website: https://www.diamondresorts.com/destinations/property/Daytona-Beach-Regency
Date of Transaction: 04/06/2017
Amount Paid: 3,995.00

Questions/Comments:
Complaint discerption: The Ormond Beach sales center of Diamond Resort International sold us the sampler package of 20,000 points for $ 960,00 on 4/6/2017.It is what my wife Irina and I agreed and signed for. At the same time they also offered to finance the purchase with New credit card application, which we applied for at the same time. They never provided the copies of any signed documents at the time to us and so we could not review them and take advantage of the FL ten days right of recession law. We left the resort back to Atlanta on 4/7/2017 and newer got the promised copies. On May 4, 2017 we received the first new CC bill, which stated that that we were charged $ 3,995.00. We contacted the sales office and the head quarters of the company.. The sales office emailed the document that stated that we signed for the amount of $ 3,995.00 .However, Irina's signature is alike but we never signed for this amount and my signature is completely off. I called to the Vice President Jason Abdela of the Daytona location and talked reasons to him and emailed. He sent me some more docs. We tried to ask them to make the business as they promised, but they refused. This price we never agreed upon. I would like for the US and International consumers to know how dirty Diamond resort International runs the sale business! I am asking for the full refund of the money and for them to take this fraudulently sold $ 3,995.00 package back:

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/27/2017

Pat Sylvester
2341 E. Laurel Ln
Phoenix, AZ, 85028

Phone: (602) 359-4546
Email: psyltel@cox.net

Name/Firm/Company: Diamond Resorts/Premiere Vacation Collection Owners Association
Subject/Category: Errant Billing
Street Address: P O Box 8526
City: Coral Springs, FL 33075-8526 Broward
Phone: (877) 374-2582
Website: diamondresorts.com
Date of Transaction: 12/22/2015
Amount Paid: 00.00

Questions/Comments:
On December 22, 2015 I deeded my timeshare to RESORT ONE. Attached you will find duly witnessed, Power of Attorney and Quit Claim Deed. Diamond Resorts continues to bill me assessment fees associated to this deed. In May of 2017, after receiving the assessment bill, I sent a registered letter with copies of the deed documents to Premiere Vacation Collection Owners Association, received the signed delivery receipt, with no response. I called PVCOA the response was they insisted that the transaction documents were in error because the templates of the POA and Quit Claim were on the same form and must be separate. Thinking there might be a simple error, I then went to RESORT ONE contact JORDAN @ 1-866-314-5995 opt2, for assistance. Jordon exclaimed that these form have been in use "forever" and expressed his doubts as to the validity of this insistent request, and agreed to advise the RESORT ONE attorney of this issue. The two of them PERHAPS conferenced with someone at PVCOA, but Jordan came back to me stating that the Arizona State Attorney office had admonished Diamond Resorts for these types of actions and I should hear no more from Diamond. However, I'm still being billed by PVCOA. I include the copy of the 2017 assessment, but I have received another for 2018. I have filed a complaint with the AZ Attorney Office-3MNWG-BUQ6U

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/12/2017

Billie and Jennifer Morton

, ,

Phone: (910) 554-6505
Email: morty345@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Re: Billie Dean Morton Jr and Jennifer Jo Morton Lead Number: 9-339875428

Questions/Comments:
Ashley,
I sent the below email. I called and left a voicemail on 8 November and again on 11 November to find out what requirements I have to meet to move forward with the refund process for my unused Sampler package. I am waiting for a reply as per our phone conversation on 8 December. You told me I must file a police report that charges my wife with fraud in order to move forward with a refund on my Sampler package for the dollar amount of $3,995.00. You said you would send me an email providing me with this documentation. I called and left you a voicemail on 11 December as well. Thank you for your time. Billie Morton - C.DTF Sent from my iPad On Dec 8, 2017, at 2:59 PM, Morton Family <morty345@yahoo.com> wrote: Ashley,
As discussed in our recent phone conversation...I still have not received an email or document email stating that Diamond Resorts International requires me to file fraud charges against my wife in order to move forward with refund of my Sampler Package. Thank you,
Billie and Jennifer Morton (910) 554-6505 On Dec 7, 2017, at 2:23 PM, Francis, Ashley <Ashley.Francis@diamondresorts.com>
wrote: Thank you for the documents. I am currently still waiting on the documents from my imaging department of your Credit card application. In the letter you sent as well you stated you signed on page one. On page 1
there is no signature for this page, Was it page 4 maybe you signed? Ashley Francis | Senior Specialist | Diamond Resorts International® |
Tel: 877.905.2844 x21764 Vacations for Life® | Stay Vacationed.®
Please consider the environment before printing CONFIDENTIALITY NOTICE: This email transmission, including any attached files,
may contain confidential information and is intended only for use by the individual(s) to whom it is addressed. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the original transmission and attachments without reading or saving in any manner. Thank you.. From: Morton [mailto:morty345@yahoo.com]
Sent: Wednesday, December 6, 2017 12:22 PM
To: Francis, Ashley <Ashley.Francis@diamondresorts.com>
Subject: Re: Billie Dean Morton Jr and Jennifer Jo Morton Lead Number: 9-339875428 [This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]
<image001.jpg>

Internet Mail Message

Date: 12/12/2017 08:12:13 AM
From: CN=Corey Allen/O=OAG
To: citizenservices@myfloridalegal.com
Subject: Re: Billie Dean Morton Jr and Jennifer Jo Morton Lead Number: 9-339875428

Here are some pictures of the people you are trying to scam...


ROCKIT

Sent from my iPad

On Dec 11, 2017, at 9:59 PM, Morton Family <morty345@yahoo.com> wrote:

Ashley,
I sent the below email. I called and left a voicemail on 8 November and again on 11 November to find out what requirements I have to meet to move forward with the refund process for my unused Sampler package. I am waiting for a reply as per our phone conversation on 8 December. You told me I must file a police report that charges my wife with fraud in order to move forward with a refund on my Sampler package for the dollar amount of $3,995.00. You said you would send me an email providing me with this documentation.

I called and left you a voicemail on 11 December as well.

Thank you for your time.
Billie Morton

<Morton, Diamond Resorts International (DRI), FRAUD refund request, November 2017.pdf>

Sent from my iPad

On Dec 8, 2017, at 2:59 PM, Morton Family <morty345@yahoo.com> wrote:

Ashley,
As discussed in our recent phone conversation...I still have not received an email or document

email stating that Diamond Resorts International requires me to file fraud charges against my wife in order to move forward with refund of my Sampler Package.

Thank you,
Billie and Jennifer Morton

(910) 554-6505

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Thank you for the documents. I am currently still waiting on the documents from my imaging department of your Credit card application.

In the letter you sent as well you stated you signed on page one. On page 1 there is no signature for this page, Was it page 4 maybe you signed?

Ashley Francis | Senior Specialist | Diamond Resorts International® | Tel: 877.905.2844 x21764

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From: Morton [mailto:morty345@yahoo.com]
Sent: Wednesday, December 6, 2017 12:22 PM
To: Francis, Ashley <Ashley.Francis@diamondresorts.com>
Subject: Re: Billie Dean Morton Jr and Jennifer Jo Morton Lead Number: 9-339875428

<image001.jpg>

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/12/2017

Billie and Jennifer Morton

, ,

Phone: (910) 554-6505
Email: morty345@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Re: Billie Dean Morton Jr and Jennifer Jo Morton Lead Number: 9-339875428

Questions/Comments:
A letter is also going to the Florida Attorney General, Pam Bondi. I will share my experience with as many people as I possibly can with my Facebook, Twitter, and LinkedIn as well. I can't believe DRI's response to my request for a refund. UNBELIEVABLE! I have read many review of DRI. All I can find is negative. I will see if you can show me otherwise. Sent from my iPad On Dec 11, 2017, at 10:10 PM, Morton Family <morty345@yahoo.com> wrote: Here are some pictures of the people you are trying to scam... Sent from my iPad On Dec 11, 2017, at 9:59 PM, Morton Family <morty345@yahoo.com> wrote: Ashley, I sent the below email. I called and left a voicemail on 8 November and again on 11 November to find out what requirements I have to meet to move forward with the refund process for my unused Sampler package. I am waiting for a reply as per our phone conversation on 8 December. You told me I must file a police report that charges my wife with fraud in order to move forward with a refund on my Sampler package for the dollar amount of $3,995.00. You said you would send me an email providing me with this documentation. I called and left you a voicemail on 11 December as well. Thank you for your time. Billie Morton <Morton, Diamond Resorts International (DRI), FRAUD refund request, November 2017.pdf> Sent from my iPad On Dec 8, 2017, at 2:59 PM, Morton Family <morty345@yahoo.com> wrote: Ashley, As discussed in our recent phone conversation...I still have not received an email or document email stating that Diamond Resorts International requires me to file fraud charges against my wife in order to move forward with refund of my Sampler Package. Thank you,
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there is no signature for this page, Was it page 4 maybe you signed? Ashley Francis | Senior Specialist | Diamond Resorts International® |
Tel: 877.905.2844 x21764 Vacations for Life® | Stay Vacationed.®
Please consider the environment before printing CONFIDENTIALITY NOTICE: This email transmission, including any attached files,
may contain confidential information and is intended only for use by the individual(s) to whom it is addressed. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the original transmission and attachments without reading or saving in any manner. Thank you.. From: Morton [mailto:morty345@yahoo.com]
Sent: Wednesday, December 6, 2017 12:22 PM
To: Francis, Ashley <Ashley.Francis@diamondresorts.com>
Subject: Re: Billie Dean Morton Jr and Jennifer Jo Morton Lead Number: 9-339875428 [This message

was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]
<image001.jpg>

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/07/2017

Rosario DAmato
541 Monterey Street
Kissimmee, FL, 34759

Osceola
Phone: (863) 496-1310
Email: mrscienceguy@yahoo.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Diamond Resorts fraudulent statements
City: Orlando, FL UNKNOWN Orange
Phone: UNK-NOWN
Website: diamondresorts international;.com
Date of Transaction: 11/01/1986
Amount Paid: $350,000+

Questions/Comments:
my problem is fraudulent statements made to me about use of my time share. Induced to buy more points with getting a credit card to make my maintenance fees. This is a complete lie. Getting a personal concierge to arrange travel that never happened. These statements were made each time I was invited to an "Owners update". A conflict of interest where Diamond owns or have some ownership in maintenance company. Induced to buy more points with promises of travel and other perks to urge you to buy. additional points. maintenance fees so high now I cant afford to pay such fees .over $14000 a year. being on Social Security I cannot afford to keep making these kinds of payment. Currently because of inducements I now have an $85,000 mortgage on my home. Thank you for your time an d consideration in this matter

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/17/2017

Daisy Alston
43879 Laburnam Square
Ashburn, VA, 20147

Phone: (703) 929-7720
Email: daisyemarte@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 20147

Questions/Comments:
We received a letter from Diamond Resorts International in February stating that the Mystic Dunes timeshare was paid off. That represents a lot of time and investment on our part. Now that it is paid off, we don't want it any longer. We want to utilize the "give back" option or the "buy back" option the sales people told us about so long ago. We want to sign the deed in hand over to DRI. We don't want to have the burden of the maintenance fees any more or any other fees we might incur. We contacted DRI in June about this "giveback" and received no answer to date. It is a small and simple thing: it's paid off so take it back. We don't want it any more. Just take it back.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/22/2017

Daisy Alston
43879 Laburnam Square
Ashburn, VA, 20147

Phone: (703) 929-7720
Email: daisyemarte@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135

Questions/Comments:
Our experiences with Diamond Resorts International get worse and worse. In January of 2017 we received an IRS form 1099 C from the company. We took it to our tax preparer and told him this is not what happened: we didn't realize any income from this timeshare. He told us we should have received a 1099 A instead. We called and wrote to DRI telling them that this was the wrong form. We told them that we should have gotten the 1099 A instead. THEY HAVE REFUSED TO ISSUE THE CORRECT FORM. We called the IRS (per the websites we found online). They have told us that they would not be involved and that we had to go to DRI directly and have them issue the correct IRS tax form. There is nothing that they can do. It is the company's responsibility to correct THEIR error. WE CONTACTED DRI. To date Diamond Resorts International is refusing to send us the correct form. We go on record stating DRI's unwillingness to play by any rules except their own. Some agency somewhere must be able to tell timeshare companies in general and DRI in particular that they must abide by some code or some set of rules when it concerns the public and consumers. We don't have money to finance lawyers to fight this corporation. We have made complaints about the business dealings of the salesmen and the company. We have made complaints over the years to Diamond but last April we finally said this is it. No more! We have been in earnest about complaints to and about DRI. DRI sent us a letter that our vacation ownership was paid off. When? How? Which contracts? We cannot get any REAL information out of this company. WE WANT THE CORRECT 1099 FORM SENT TO US!!! 1099 A!! If we are totally paid off - then they can have everything BACK! They can send us the paperwork to do just that! SEND US THE CORRECT FORM 1099 A.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/13/2017

Michael Collins
612 london Ct
Ruckersville, VA, 22968

Email: mcollins@maxprofitsys.com

Name/Firm/Company: Diamond Resorts International and Wyndham Vacation Resorts
Subject/Category: Timeshare
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Phone: (877) 497-7521

Questions/Comments:
Diamond Resorts International and Wyndham Vacation Resorts, Inc. et al has failed to provide me proof that 1) I do not owe 2017 maintenance fees to Fairway Forest 2) they have not and are not going to report an invalidated debt to any credit reporting agency 3) to correctly record the transfer of ownership date to 10/17/16. I feel that these companies are in violation of Unfair, Deceptive or Abusive Acts and Practices. Since September 2016 I have been trying to resolve this simple problem and Diamond/Wyndham has failed to correct their records and failed to provide me confirmation that I do not owe the 2017 maintenance fees. Every time I speak to someone they tell me they have to forward this to the “correct” department. I am asking that Diamond Resorts International and Wyndham Vacation Resorts practices, policies and procedures be investigated for possible violations of any applicable state Timeshare Acts, FACTA violations and UDAAP violations. An acceptable resolution is to receive a letter on letterhead of the legal entity stating that I do not owe the 2017 maintenance fees, transfer of ownership was as of 10/17/16, they have not and will not report this account to any credit reporting agency and apologize for their unfair practices, errors and inept customer service.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/08/2017

kristen bordignon
9339 Alten Dr
Windsor, ----, N8R 1V9

Phone: (519) 818-9125
Email: kris10b28@yahoo.ca

Name/Firm/Company: Diamond Resorts International
Subject/Category: time share sampler purchase
Street Address: 10600 WEST CHARLESTON BLVD
City: Las Vegas, NV 89135
Phone: 1-888-208-6025
Website: DIAMONDRESORTS.COM
Date of Transaction: 10/01/2016
Amount Paid: 3000

Questions/Comments:
We went to a timeshare presentation with no intention to buy but ended up being talked into a "sampler program" purchase. We purchased 15,000 points to use towards stays at their properties to get a "feel" for the Diamond Resorts so they can "wow us" to buying a full timeshare. Our price was $3000. We were told at this presentation that someone would call us in a couple of days to welcome us and we would also receive another call from someone to get us set up on the website and to give us our log-in and password so we could start booking our next vacation. We walked away with our contract in an envelope along with a double printed page with colour photos of some of their properties. They told us a book would be sent to us. They knew from our discussion that we needed a 3 bedroom unit. The envelope said we could not make any reservations for 10 days. We did not worry since we would not be back home in Canada for several more days. 10 days,14 days, 3 weeks passed an no one called and we did not have a book. I had to track them down and told them we were not happy with them because they failed to keep any promises they made. We had no faith in them and wanted to cancel the contract. I spoke to someone in their corporate office who seemed very happy to tell me that "by law I was bound to the contract" and informed me that Florida law only allowed 10 days to cancel a contract. I brought to his attention that we were not given access to the website and told we could not make reservations for 10 days, thereby not giving us the information needed to cancel within the legally allowed 10 days. He didn't care. I have been trying to make the best of the situation by looking for something we can use but nothing seems to work. There are only a couple locations that have 3 bedroom units. 14 of the 32 properties are non-Diamond Resort properties and of those 14, 9 of them are standard hotel rooms. We feel we have been tricked into something great and now have no way out. We have continued to make the monthly payments to avoid negative credit ratings but I can't see how they should be allowed to do this. None of what I've seen on their website is worth the $3000 price we are paying. I was given Pam Bondi's name by a reservation agent at Sea World when I told him of what happened. He suggested I reach out to you to see if there is an ongoing investigation into this company. I travel to Florida just about every year with my kids. I am going again in August but will be staying at the Wyndham Bonnet Creek instead of Diamond Resorts. Is there anything you can do to help us get out of this mess? Any information or direction would so much appreciated. Thank you, Kristen Bordignon

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/03/2017

Linda Stephenson
21911 sw 112 ave
Cutler Bay, FL, 33170

Miami-Dade
Phone: (305) 987-6339
Email: arn426@aol.com

Name/Firm/Company: Diamond Resort International
Subject/Category: Diamond Resorts International
Website: diamondresort.com
Amount Paid: 189.00

Questions/Comments:
In 1999, I purchased and signed a timeshare contact with Mystic Dunes which enabled me to utilize the resort one week every other year. During the entire time that Mystic Dunes had ownership of the resort, I never had any major issues or concerns with reserving and use of my weeks. The first initial inkling of any problems was after I received notice from DR purchased the Mystic Dunes property that problems started arising. We went to an annual review of timeshare in 2013 in which they informed us that they bought out Mistic Dunes and that they are not into timeshares they are about Points. They asked us to sign over our deed which was worth 6500 point and they would give us 1100 points in 2014 (we bought 5500 additional points). Diamond Resorts personnel informed me that they, “were not in the timeshare business but points business.” I was very hesitant about transferring over to their points system. They informed me that they would lock me in to the rate (6500 pionts) for two years and then at that time a decision must be made. In 2015 after receiving a notice again from DR and while on vacation in Las Vegas, I along with now a co-owner attended a meeting with DR personnel in which supposedly they went over the details of the transfer of points. I state supposedly because now it is very apparent that DR not only used bait and switch tactics, under estimated the cost and fees, exaggerated the added benefits and did not inform us that payment would be for two maintenance fees (Mystic Dunes and DR) and not one as we were told. I was not aware of this company’s unscrupulous business practices until about a week ago after receiving a bill with an outrageous amount listed as being due. It was to my surprise and disbelief that I received a bill for over $3,000. We honestly feel that we were lied to in turning in our deed for Mystic Dunes to Diamond Resorts and transferring to points. We originally bought the timeshare interest in Mystic Dunes because of the affordability but after receipt of this bill, it is impossible that we can afford this. It is plain to see that DR purpose is not to enhance the conditions of the resort but to drive out the old owners by causing financial hardship so that the owners would have no choice but to forfeit their property over to them and then they can increase the price dramatically for new unsuspecting consumers. We was under the impression that we would no longer have any ties to Mistic Dunes after releasing the deed. But, to our dismay we have accumulated two maintenance fees that we can not afford and the fees are increasing every year. We request that this company be investigated for how they are ripping us off and other Florida and nationwide consumers. We can not afford to pay the fees and we may have to walk away from our timeshare. We are requesting that we be let out of Mystic Dunes maintenance fees and be under the points system only.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/16/2017

Henry Reinhart
91-35 71 ave
Forest Hills, NY, 11375

Phone: (718) 263-5463
Email: henryr49@aol.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Diamond Resorts/Pam Parker
Street Address: 7600 Mystic Dunes Lane
City: Celebration, Florida Osceola
Date of Transaction: 08/05/2015
Amount Paid: 14,640.00

Questions/Comments:
I and a Mrs. Cona were in a timeshare meeting on Aug 5, 2015 looked in a room for about 6 hours. I signed papers under duress for the purchase of 4500 points but I was under the assumption that I had 10 days to cancel the contract. I was also told that the transaction would not be finalized until they received a copy of Mrs Cona's late husbands death certificate. We faxed a cancellation request of the contract 10 days business days later on Aug 19, 2015. We were told it should have been 10 calendar days not 10 business days. I just read that Florida law states 20 days! Is that correct. Please advise if we can take action on this. I was also told after we were home that the copy of the death certificate had nothing to do with the purchase of the timeshare points. We were very mislead on this also. I am an unemployed man in my 60's and this has been very stressful.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/03/2017

Gary Essinger
2650 Woodhall Terrace
Palm Harbor, FL, 34685

Pinellas
Phone: (419) 348-1112
Email: egaryandrobinessinger@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Time Share
Street Address: 10600 West Charleston Boulavard
City: Las Vegas, NV 89135
Phone: (866) 877-3868
Website: Diamond Resorts International
Date of Transaction: 12/08/2015
Amount Paid: 169.95

Questions/Comments:
This business operates out of Nevada but owns hotels and sells timeshares in Florida.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/27/2017

Sidney Beach
PO Box 1355
Byron, GA, 31008

Orange
Phone: (478) 238-0971
Email: s@skab.us

Name/Firm/Company: Diamond Resorts
Subject/Category: Sales Practices

Questions/Comments:
I've had a similar experience as the people of Arizona who settled with Diamond Resorts. Is there way we can get a similar lawsuit that out recover losses for people who purchased in Florida as well. I've included a link of the settlement that was done with Diamond and it's listed on they BBB site as well.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/10/2017

Windy Fulford Smith
136 W41st Street
Jacksonville, FL, 32206

Duval
Phone: (904) 885-8623
Email: julian_windy@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Filing a case again Diamond Resorts International
Street Address: 10600 W Charleston Blvd
City: Las Vegas, NE 89135
Phone: (877) 787-0906
Website: www.diamondresorts.com
Date of Transaction: 08/15/2015
Amount Paid: $20.000

Questions/Comments:
During the sales pitch we were told that information that we discovered later was not true: 1- We were told that we could use the Timeshare as tax deducible and that we could later sale for a profit. 2- We could rent the Timeshare for additional income or help offset the Maintenance fees. 3-We would be able to refinance at a lower interest rate with any financial institution. 4-The sales agent would act on our behalf as a personal representative and help rent out timeshare. 5- We were told that we could use the timeshare in the capacity that we were seeking which was last minute vacations due to husbands job not being able to plan weeks or months in advance. 6- That this time share was a INVESTMENT! 7- In December of in Jacksonville, FL we were called and invited to a dinner of owners to discuss our accounts and give insight to how better use our points. At this time I informed them we were wanting to opt out, they said a representative would be there with our account and could help us start this process. When we got to the dinner it was another high pressure sales tactic to get us to buy more points with Apollo. We discussed with them that we had a life change and could no longer afford their rates and increases and we wanted to relinquish our ownership per the buy back program that they said they had. At the meeting the accounts representative said they did not have this program

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/19/2017

Deborah DeCristofaro
121 HMS Stayner Drive
Hingham, MA, 02043

Email: dld339@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Time Share Sales
Street Address: 10600 West Charles Blvd.
City: Las Vegas, NV 89135
Phone: (702) 804-8600
Website: diamond resorts.com
Date of Transaction: 04/01/2016
Amount Paid: $20,000.00+

Questions/Comments:
The company misrepresented themselves and used the "Bait and Switch" tactic. More specific information is available in a letter that was sent to Diamond, which I will share with you. Please send an email address where this can sent. Thank you.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/02/2017

Jessica Ashway
213 Crown Ct
Waynesboro, PA, 17268

Phone: (301) 992-1050
Email: jjashway@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare
Street Address: Mystic Dunes Resort
City: Celebration, FL Osceola
Website: www.diamondresorts.com
Date of Transaction: 07/12/2017
Amount Paid: 32,000

Questions/Comments:
Good evening,
My husband and I are Diamond Resorts members of "The Club". We are hoping to relinquish our Diamond Resorts Club Membership and all associated points for multiple reasons. First of all is deception. We signed on to Diamond in July of 2016 because we were told that the points would build cash value and by 2018, that value was projected to be over $12/point. We planned to use the timeshare for vacations - but the main draw, and what they sold us on, was the return on investment. We signed on at a little under $4/point, so that would have given us a double return on our money. We were also told that there was no risk because they would take back our contract at anytime if our circumstances changed and we could no longer pay our bill, maintenance fees or if we could no longer use the points due to health reasons or other personal circumstances. Eventually, I began to question the value of what we were paying for, because honestly, with the maintenance fees and monthly payments, we could've afforded to pay for these vacations anyway.
A part of the purchased was an agreement that we would stay at one of their locations for a "training" session on the program and its benefits. We did this in October of 2016. There was no training - only more sales pitch. They tried to pitch us on all the great benefits of the program - the free legal advice, luggage delivery service, etc, but, lo and behold this was only for "Silver" members. Our measly 3,000 points wasn't even close to the 15,000 points needed for Silver status - another fact that wasn't clear from our original presentation. So, they offered us a Sampler package to sell us on the benefits on the Silver program. At our Member Update Meeting in July 2017, they owned up to the fact that their shares were not projected to increase to the level originally stated. However, they also said that while that wasn't true, Diamond would offer us at least $6/point to buy-back our timeshare after we made at least 4 monthly payments. We were at least looking at over $40K in potential profit if we would sell after exercising the first right of refusal. We purchased 6,000 additional points at that time to get an even bigger return. Not only is there nothing in the contract about a first right of refusal, but there is no secondary market for these points and no buy-back option to be heard of.
I would've never signed on for either contract had they been truthful. We planned to sell as soon as possible - but we are quickly learning that there is little chance of that happening. We were also told that we could use our points to pay for stays at other hotels which is also a joke. I've tried on multiple occasions to find hotels in their "network" but couldn't. The maintenance fees and monthly bills are making it difficult for us to keep up with our other financial obligations - let alone think about being able to afford a vacation. Not only that, I have rheumatoid arthritis and may not be able to travel much in the future anyway. I contacted Diamond's Loss Mitigation department to relinquish the timeshare and they refused. I am sick to death that I was suckered into this sham and I don't know how they sleep at night conning people out of their money. Thanks,
Jessica Ashway Name (s) and age of member: Chris Ashway - 44
Jessica Ashway - 37
Phone Number - 717-446-7517 (Chris); 301-992-1050 (Jessica)

State of Residence - Pennsylvania
Number of points owned per contract - Contract 17455578 (3000) and Contract 17777175 (6000)
Member Number - 77-339742042
Loan Number -0027264683
Location purchased - Virginia Beach (Contract 17455578) and Orlando, FL (Contract 177777175)

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/25/2017

Samantha Smith
3848 Great Falls Loop
Middleburg , FL, 32068

Phone: (717) 333-4472
Email: smith.samanthaj@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare
Phone: (717) 333-4472
Date of Transaction: 05/01/2016
Amount Paid: 17,500

Questions/Comments:
This company used misrepresentation, and false statements to illicit sales from us multiple times. We purchased in 2015 a sampler package only to be told there were only a select locations we could travel to. We then purchased 4,000 points in 2016 with the understanding that we could use our points for our vacation stay in the VIP rooms they had us tour, as well as airfare, theme park tickets, cruises, etc. We were under the understanding that they were "as good as cash" when it came to using the points. We were also mislead when it came to the Diamond Resorts MasterCard. We were told our purchases would equal $1 for 1 point only these points are not the same points that DRI uses for vacations and cannot be used. We were told to use this MasterCard for our down payment and we would gain points faster only to find out that down payments will not receive points. We feel as though they used lies and deceptive tactics to get us to purchase from them.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/16/2017

Arliene Champa
6005 newmark st
Spring Hill, FL, 34606

Hernando
Phone: (352) 238-5190
Email: gngent@yahoo.com

Name/Firm/Company: Diamond International - Mystic Dunes Resort
Subject/Category: Diamond Resorts Scam
Street Address: 7600 mystic dunes lane
City: Orlando, FL 34606 Orange
Phone: 18773742582
Website: diamondresorts.com
Date of Transaction: 10/15/2016
Amount Paid: 4000

Questions/Comments:
Purchased an additional package because the sales person said it would make my yearly maintenance cheaper, I could use points to pay for maintenance and I would be able to buy a Disney cruise with my total points for concierge suite for my grandsons birthday that is the entire and only reason I decided to agree to purchase. I was told I would have to wait until I owned it a month and then I could book the cruise, every time I tried to book there was an excuse and a date that I would have to wait to tr, then finally when I got a hold of someone it was an additional 6k to get a cruise and not the dates I wanted. I can not use my points to pay for maintenance either. I was even told since diamond was bought out there would be a different site t login to which is a LIE. The person that sold me the package did nothing but lie I guess she saw an old woman in a wheel chair wanting to take her grandson on a cruise and said whatever she needed to make me sign. After finding out that the cruise wouldn't be able to be used with the package I tried contacting them after 4 months they finally told me they cant do anything because I signed the paperwork. All they do is stall and deceive.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/09/2017

Robert Bratt
10374 Highway 38
Graff, MO, 65660

Phone: (417) 926-1042
Email: robertbratt@hotmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare fraud and senior citizen abuse
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 01/13/2017
Amount Paid: 15,962.00

Questions/Comments:
We purchased a timeshare from Diamond Resorts International which was presented to us with bogus information for the sole purpose of making us think they were meeting our vacation needs. When confronting them about the bogus information they led us on until the rescission period had expired and then dropped us like a hot potato
When I complained and asked to speak to a Corporate rep. they had us meet with several different people who said that they were Corporate people who could fix our problem. It turns out that they were all high pressure closers who only attempted to get us to purchase an upgrade.I am a 76year old veteran with PTSD and am 100% permanently and totally disabled. The high pressure and run around was so extreme that in one situation I had to take medication because I thought I was going to have a panic attack and possibly a nervous breakdown but the representative continued even after I informed him that I was having an anxiety attack.. Our winter trip to Florida was totally destroyed and I am still having emotional problems because of the high pressure abuse. I have not been able to see my psychiatrist because he retired while I was a way and I have to wait until he is replaced in June. I have a written statement to all of the events along with emails that were exchanged during this ordeal. Thank you, Robert Bratt

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/05/2017

William and Lilian Chew
102 Old Chestnut Crossing
Moncure, NC, 27559

Phone: (919) 542-6599
Email: blueknight102@copper.net

Name/Firm/Company: The Palms country Club and Resort Condominium Association, INC or Diamonds Resorts
Subject/Category: Time Share deceptive services and fee charges.
Street Address: 7380 Sand Lake Road,Suite 600
City: Orlando, FL 32819 Orange
Phone: (407) 787-5678
Website: info@mysticdunesgolf.com
Date of Transaction: 11/29/2007
Amount Paid: $11,400 + Maintenance Fee & other fees

Questions/Comments:
Please disregard the first one. Thanks Dear Attorney General: Our main concern is with time share practices. When we bought the Time Share promises of quality services were made however, very deceptive results! Our original contract states maintenance fee to be charge every other year. Since 2012 we are charge every year which, started with $400.00 every other year is now $1,383.19 (the fee increases every year). Which right does this condominium or Time Share Resort has to change our original contract without having our agreement or signature or drawn new contract? Why are they allowed to increase fees in short period of time tripling or quadrupling the initial amount? We own this time share for almost 10 years and used it only twice. The quality in the exchange program is absolutely not the promised. Besides, paying for high maintenance fee there is more fees charged if you want to use. Has an owner we pay more to use it than someone just renting the same unit per week. When does some authority in the state of Florida will do something about this fraudulence practices. It is a deceptive business. I try to sell the unit nobody wants to buy it. I try to talk with management in the condominium and management hide behind the operators and do not talk to you. So what do we supposed to do? Just pay loose more money and have nothing in return? We just received a threatening letter given us 30 days to pay for $1,383.19 or they will ruin our credit, foreclose and placed a lien. Meaning they will acquired the purchased price of $11,400 and all the fees not counting that they already overcharged us breeching our contract. In the end we are the victim and loose everything! For the Time Share which in this case is Diamonds Resort is a win, win situation they will put the same property for sale again. Diamonds Resort should buy back the Time Share from the owners that completed paid for it and do not desired the Time Share no longer. Please when will someone do something about this thievery! Please respond if we have any rights at all in this dispute. We would appreciate input from The Attorney General. Sincerely,
William & Lilian Chew

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/20/2017

Larry Cunningham
12500 Stone Valley Loop
Fort Myers, ----, 33913

Lee
Phone: 1(502) 931-4318
Email: larrypeggy65@gmail.com

Name/Firm/Company: Westgate Resorts
Subject/Category: Timeshare collection action
Street Address: 5601 Windhover Drive
City: Orlando, FL 328197905 Orange
Phone: (888) 686-2366

Questions/Comments:
Traded timeshare points in to Diamond Resorts, now Westgate says we owe a delinquent balance which they have turned over to a collection agency. Westgate has had no contact with us for over seven years. We discovered this after it was put on our credit report. Westgate has not contacted us directly, but has turned this over to a collector. We have proof that we paid the timeshare off and traded it in. Our credit is being damaged by this and we cannot get a straight answer from Westgate and the collection agency.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/13/2017

Richard Lydick
1317 Riva Circle
Callaway, FL, 32404

Bay
Phone: (850) 871-3469
Email: rclydick@comcast.net

Name/Firm/Company: Diamond Resorts
Subject/Category: Club charges/Maintenance Fees
Street Address: PO Box 8526
City: Coral Springs, FL 33075-8526 Broward
Phone: 18004637256
Website: Unknown
Amount Paid: $824.49

Questions/Comments:
On 31 Oct 17, I contacted Diamond Resorts at 1-800-463-7256 in Orlando to voluntary relinquish our rights to our time share as directed by our lawyer. At 11:00, I talked with a person by the name of Kay and she redirected me to Francis at 11:20 and she stated that she would forward the documents to relinquish our property. It would take 1-2 weeks for me to receive them. After completion then we would have to contact owner services to complete the process. The documents never came. I called the same number and talked with a person by the name of Leon on 20 Nov 17 at 10:30, who then transfer me to Gladys Gonzales at 1035, and she mentioned something by saying that the she would have to close out the CAP or GAP (not sure). By doing so, she would have to reinitiate the paperwork and this was supposedly accomplished on 20 Nov 17. Nothing was received once again. On 5 Dec 17; at 9:08, I called again the same number and talked with a Ms. Allen or JoeAllen (again not sure due to background noise). She forwarded me the Club staff and I was able to talked with a Jasmine Villanar at 9:09. She promised us that she would look into the matter and call us back. She fully understood that all we wanted was to relinquish our ownership. I called back later to see what they found out and I talked with Shay Sparrow at 11:06 who then placed me on hold until 11:15, and then again put me in contact with Ms. Jenkins at 11:54. She informed me that the documents would possibly be delayed until I paid our club dues of $309.70 and our maintenance dues of $514.79. She said it was because; there records would that we would be delinquent as of 1 Jan 18. She suggested that we go ahead and pay it. I told her that I was trying again to relinquish our rights to our property with Diamond Resorts since 31 Oct 17 and have gotten no where. We can't keep paying their rates no longer; plus we're not as young as we once were. Thanks for whatever assistance you all can provide.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/22/2017

Irene Parker (Steckert)
1383 Still River Drive
Venice, FL, 34293

Sarasota
Phone: (270) 303-7572
Email: ireneparker377@gmail.com

Subject/Category: timeshare bait and switch

Questions/Comments:
Florida Timeshare Division dismissed our case. Senators and media contacts,
Today's Inside Timeshare Article "Florida Attorney General Pam Bondi and Timeshare Disclosure" - I hope Ms. Bondi will take the time to read the accounts linked at the end of the article, especially one written by Florida detective Lela Renea (not her real name). I question whether the timeshare industry could exist without selling by deception except for a few companies like Disney. I have interviewed ten current and former timeshare agents, managers and a a former executive. They call it called "Pitching Heat" or "No Heat No Eat" as describe by a former agent in the article. Sometimes just weeks after purchase, alleging deceit, the buyer realizes they have signed a perpetual contract with no secondary market. Not one of our 144 readers asking for timeshare advice realized they signed a perpetual contract with no secondary market. I have an MBA and a CFP certificate and did not realize I could not sell our Diamond Resort points because the contract states, "You can sell your points, but we will not assist you." The contract does not stipulate 64 members of the Licensed Timeshare Resale Broker Association will not accept a listing for Diamond Resorts points feeling secondary market restrictions are so onerous the points are worthless, should a member need to sell. I was deceived by reading the contract. http://insidetimeshare.com/fridays-letter-america-20/ We hope legislators and regulators will one day recognize the harm perpetrated on the front end of the timeshare sale causes consumers like the reader who posted the comment below today. In all likelihood, she cannot sell for pennies. They end up contacting fraudulent resale companies after the resort denies their release, if they do not reach us first. A copy of this article will be sent to FL AG. "I am in the same situation. My fees are $6,000 for 30,000 points. I am retired and have paid close to $85,000. And, yes, my retirement savings have shrunk considerably. I can’t continue to pay these maintenance fees and dues, as they are increasing to a point of being outrageous and unmanageable, and would like to know how to deal with this. My children cannot to pay these high fees either so will want to sell. I am told that we cannot sell points, only for pennies, of course." Rhana Jipson

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/28/2017

Bobbie Kowalski
2920 Haverford Dr
Canton, MI, 48188

Phone: (734) 578-3790
Email: bobbiekowalski@gmail.com

Name/Firm/Company: Crescent Resort
Subject/Category: Timeshare Misrepresentation
Street Address: P.O. Box 863596
City: Orlando, FL 32886 Orange
Phone: (877) 374-2582
Website: Diamondresorts.com
Date of Transaction: 09/30/2006
Amount Paid: 18,280.00

Questions/Comments:
Very frustrated with Club Navigo/Crescent Resorts- Diamond Resorts- as I purchased a timeshare over 10 years ago to learn each year what was promised was misrepresentation. I was given a yearly tax number of 1,000 prox per year to now be sitting at 2,200 per year - as well as I bought a 1 bedroom condo for my time to be sitting in a room that is a standard hotel. I have tried to talk to company & was told I should of read my contract better. In Dec 2016 The Attorney State General sued & spoke to them today & they asked me to reach out here since I purchased this in Florida and this needs to be rectified. I really could use some help and not sure what to do - I plan to hire a lawyer as my next step.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/06/2017

Felix Borrero
8295 Overlook Rd.
Lusby, MD, 20657

Phone: (301) 266-9719
Email: faborrero@hotmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 10/01/2016
Amount Paid: 8000

Questions/Comments:
the purchase date is approximate as is the total amount paid Diamond Resorts International salesmen lied to us and used high pressure sales tactics doing so. We bought in October 2016. The salesmen told us that the presentation would be very short and ended up taking hours out of our vacation time. They put intense pressure on us to buy that day because family would love it and we could rent it out to friends, too. Several months later we got a letter - a bill really - about maintenance fees. The salesmen never told us about the maintenance fees! These fees are on top of the mortgage we have to pay. Jonathan Pineda the salesman never told us that we would have maintenance fees! He did tell us that the timeshare was a good financial investment not only because it would increase in value but because we would have years of affordable vacations. He told us we would be saving money in the long run. That is not true. We find that we are paying a lot more for a vacation than we would by booking one ourselves. The sales reps drew bubbles and lines on the papers at the sales presentations, demonstrating the ways we could save and use the timeshare. We couldn't take the drawings with us, but they probably wouldn't have been much help anyway. It is almost like the notes were written in code. We received a "free" trip to Maui when we signed up. When we were there, we got a call that we were invited to an appreciation breakfast IF we signed up for snorkeling. We did and we went and we found out that the breakfast was another sales presentation. We were so annoyed that they had caught us like that! We wanted to enjoy the vacation time together. The sales people in Hawaii were completely rude. One guy was mocking my wife and trying to talk in her voice when she expressed great concern about paying all the bills. They basically forced us to buy our original points back or risk losing the points we had. We don't understand about the points and buying them back or using them. There are many unanswered questions. When we talked to the sales reps they raised so many more questions than they answered. They presented things in a confusing way, no matter which sales presentation we attended. They told us that we had enough points to take a vacation two or three times a year. They told us that we could use points for flights and rentals and that the points would roll over every year. We do not have enough points to take two or three vacations a year and they didn't tell us it would cost anything to roll them over. The points expire anyway! There are great differences between what the sales reps promised us and what we found out to be true when we started to use the timeshare in real life. The timeshare experience we bought into is definitely not what we actually received. They recently sent us a debt validation letter as answer to our complaints. They didn't address any of the points we raised! They just send us copies of the paperwork.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/04/2017

Lindsey Cruz
9241 SW 69th St.
Miami, FL, 33173

Miami-Dade
Phone: (305) 967-9949
Email: lindsey.m.cruz@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 01/31/2016
Amount Paid: 5000

Questions/Comments:
We contacted Diamond Resorts International several times by phone and told them we wanted to cancel the timeshare and wanted them to take it back. We won't be paying for this any longer and want our money back. We tried to get in touch with the reps at the Liki Tiki Resorts, Orlando, during the rescission period. They should have had a record that we called; we have just received an email that DRI has no record of the call. Oh, but we do. The problem is that they ignored all the calls and messages. The sales reps pressured us into buying when we did but when we had tons of questions and wanted to get out, they suddenly were nowhere around and not available. And most recently we called and asked them to just take it back. They of course refused. We called to complain that we could not book a vacation where we wanted to go. They told us that we should have had a personal representative to help us - we never got one. They told us that the points they sold us were not enough. Then DRI tricked us into buying a Sampler so that we could see how great more points would be. Somehow that Sampler got converted to more permanent points for us and added on to what we already were paying. This was very confusing and not made clear to us! It was not our intention to purchase a permanent increase! Janet Hadley and Carl Lundquist purposely presented the timeshare in a confusing way. They wrote down facts and figures and math "formulas" to prove to us that the timeshare was a great financial investment. They showed us a chart of calculations of what we would spend on yearly vacations and the timeshare; the timeshare won hands down. How is this possible? DRI sold us something we could not use and then conned us into buying additional points. Unfair and deceitful business, that. We listened and made the purchase because the sales reps told us that the timeshare would save us money in the long run and give us more opportunity to travel. It does not and has not saved us money. The sales reps misrepresented the places we could go and the resorts available to us on the plan that we purchased. The sales rep logged into the system and showed us places all over the world. These places were all available to us, they said. That is not true. Nothing is available in our point range. We tried several times last year and then gave up. They told us that we had tax breaks associated with the timeshare - also not true. They told us they would be there to assist us when we had questions. Then they ignored us. The entire presentation and ownership has been based on misrepresentation and lies and deceitfulness of the sales people. The great deal Diamond had for us was only a marketing tool and a way to get us to buy. The timeshare they sold us is worthless and was done by the reps using high-pressure sales and lies. Their answer to all our complaints is that we signed the contract. According to their email, the paperwork is in order. We are saying that the verbal promises made by the salesmen are very different than what we signed for. The closing was done hurriedly and there was no time to scrutinize the sections. The sales reps told us a certain paragraph said this or that and initial here. They have treated us dishonestly and made promises that they knew would never be fulfilled, just to get the sale. ** The amount paid so far is an estimate **

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/11/2017

Theresa Underwood
9704 Piney Point Circle
Orlando, FL, 32825

Orange
Phone: (407) 454-3315
Email: terriunderwood@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare Scam
Street Address: 10600 West Charleston Boulevard, Las Vegas, NV 89135 USA
City: Las Vegas, NV 89135
Phone: 1-866-334-0008
Website: diamondvacationsintl.com
Date of Transaction: 05/10/2017
Amount Paid: $2,500 or $3,000

Questions/Comments:
I am a victim of timeshare scam because I was on vacation at the Mystic Dunes in Kissimmee, FL and was asked to hear the updates that Apollo had for the owners. The update would take about 30 min. I immediately told Jonathan Pineda, my concierge that I could not afford to purchase anymore timeshare. I was diagnosed with CA last year and had my 21 radiation treatments and needed to start working. I told him about the vitamins I was taking and he immediately told me he was sent to talk to me because his mother was just diagnosed with CA. He led me into another room where he assure me that he could get me sales for the vitamins and show me how advantages it would be to have the Gold status (I could make money with it). I had to borrow from credit cards for the down payment. At 9:27 am 5/11/2017, I contacted him with buyers remorse. He talked on the phone and on 5/12/2017, I asked to meet with him because I could not go through with the contract. I have all the messages on my phone and I downloaded them. He assure me I had nothing to worry about that he will show me how to use the timeshare to my advantage but I had to wait until it was recorded. By the time it was recorded, June 7, 7:00 pm his "wife" responded to my text telling me he was in an accident and required surgery. I never heard from him again. I continue to write letters to Diamond and send verification of my income, no savings and bank accounts asking to be released from the Gold Status and they will not release me. Please help me. I can't afford anymore charges. I am in Freedom Debt Relief because I can't pay my bills.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/12/2017

Jesse Chao
104350 Overseas Hwy, A210
Key Largo, FL, 77037

Monroe
Phone: (713) 298-2298
Email: jesse.chao.casanova@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Time-Share Scam
Street Address: 10600 W. Charleston Blvd.,
City: Las Vegas, NV 89135
Phone: (877) 374-2528
Website: diamondresorts.com/investor-relations
Date of Transaction: 09/01/2007
Amount Paid: 32821.52

Questions/Comments:
No response from Diamond In'tl...they don't take back/pay-back...told to to to Craiglist but ultimate responsibiity if new owner/when sold not compliant is Jesse/Michael (2014/2015 quick claim deed from Michael to Jesses since Michael bankruptcy). I have contacted several resellers....all seem scams, want fees and no guarantees. Lots of blogs bad about Diamond and these resellers. State Attorneys will only do something when enought file complaints..... Sept. 2007 purchased 1 week / floating (1/52 weeks) or 1.9% of 1 BR / Ocean View 800 SF for $32,821 x 52 weeks is $1.7M fractional ownership of unit 316 at Kaanapali Beach Club, Kaanapali Shores Pl., Lahaina Hawaii (Maui) 96761 ...was Sunterra.com / West Maui Resorts Partners LP later acquired under Diamondresorts.com/investor-relations ... Diamond Resort International 10600 W. Charleston Blvd., 10600 W. Charleston Blvd., Las Vegas NV 89135 High Pressure sales, overpromised/oversold and underdelivered...Jesse did not receive the documents until 4 hours later at signing with no time time to review after hours of high pressure sales and alcholic drinks and promises never kept of what a great investment and ROI in just years. First few years I was ablen to book my weeks but later time slots not available and resort alternatives not up to standard or 5 start accommodation as promised--but older warn down units. I was told as a member I would get the best deals yet when searching Hotels.com/VRBO and other sites nights were cheaper for same resort/room type than my member price---yet I paid over $32,000 in September 2007 and now $2000 month in dues/maintenance/club fees for 1/52 ownership of a 1 bedroom unit far above market rates. Now I find it nearly impossible to book the week/resort preference and have to settle for far less or lose my accrued weeks/points--use it or lose it, even though not available and still have to pay $2000 dues/fees each December? I have researched many blogs noting all the scams/complaints against Diamond and other timeshare management compaies. Same people who sold these timeshares are now charging outrages fees to get rid of these liabilities--scams on buyingn then selling. The last "Report of Independent Cerfitied Public Accountants" conducted in accordance with attestation standards...purpose of complying with the rules and regulations of the Time-Sharing Acts of states of...Floridas, Hawaii, Texas..." was from 2005. Back then # purchasers enrolled in the exchange program was over 98,000 / % of confirmed exchanges under 76% ... even back then units oversold and under-available for member rentals yet they sell these to non-members as well at discounted prices? Should there be a revenue share to offset our costs as investors/owners? Is there any protection for consumers....

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/23/2017

Irene Parker
1383 Still River Drive
Venice, Florida,

Sarasota
Email: ireneparker377@gmail.com

Name/Firm/Company: Timeshare but especially DRI and Westgate
Subject/Category: Timeshare Developers not Timeshare Resellers
Street Address: 1383 Still River Drive
City: Venice, FL 34293 Sarasota
Phone: (270) 303-7572
Website: https://www.facebook.com/insidetimeshare/
Date of Transaction: 07/14/2015
Amount Paid: $37,000

Questions/Comments:
It's time to stop the vicious circle that begins with timeshare's oral representation clause. Timeshare Owners have had it. Resale scams are the symptom but the root of the problem lies with the oral representation clause that sales agents make great use of. This published today on Inside Timeshare in Spain re Attorneys Generals For and Against Timeshare Owners - Free speech Trump CNN Diamond Resorts Irene Parker http://insidetimeshare.com/and-so-it-begins/

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/11/2017

Theresa Underwood
9704 Piney Point Circle
Orlando, FL, 32825

Orange
Phone: (407) 454-3315
Email: terriunderwood@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare Scam
Street Address: 10600 West Charleston Boulevard, Las Vegas, NV 89135 USA
City: Las Vegas, NV 89135
Phone: 1-866-334-0008
Website: diamondvacationsintl.com
Date of Transaction: 05/10/2017
Amount Paid: $2,500 or $3,000

Questions/Comments:
I am a victim of timeshare scam because I was on vacation at the Mystic Dunes in Kissimmee, FL 5/10/2017 and was asked to hear the updates that Apollo had for the owners. The update would take about 30 min. I immediately told Jonathan Pineda, my concierge that I could not afford to purchase anymore timeshare. I was diagnosed with CA last year and had my 21 radiation treatments and needed to start working. I told him about the vitamins I was taking and he immediately told me he was sent to talk to me because his mother was just diagnosed with CA. He led me into another room where he assure me that he could get me sales for the vitamins and show me how advantages it would be to have the Gold status (I could make money with it). I had to borrow from credit cards for the down payment. At 9:27 am 5/11/2017, I contacted him with buyers remorse. He talked on the phone and on 5/12/2017, I asked to meet with him because I could not go through with the contract. I have all the messages on my phone and I downloaded them. He assure me I had nothing to worry about that he will show me how to use the timeshare to my advantage but I had to wait until it was recorded. By the time it was recorded, June 7, 7:00 pm his "wife" responded to my text telling me he was in an accident and required surgery. I never heard from him again. I continue to write letters to Diamond and send verification of my income, no savings and bank accounts asking to be released from the Gold Status and they will not release me. Please help me. I can't afford anymore charges. I am in Freedom Debt Relief because I can't pay my bills.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/10/2017

Patricia Downen
101 S Secor Rd
Secor, IL, 61771

Phone: (309) 744-2330
Email: patriciadownen@yahoo.com

Name/Firm/Company: Diamond Resorts
Subject/Category: condo time share
City: Kissimmee, FL Osceola

Questions/Comments:
Is a a quitclaim deed legal document to be used in Florida to return ownership of condo with deed back to the condo? Since these can be 'gifted' to family, can they also be gifted back to condo to remove myself and future heirs from responsibilities of maintenance fees?

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/30/2017

BRUCE MARIGNY
21 N. OAKRIDGE CT.
New Orleans, LA, 70128

Phone: (504) 319-8455
Email: BMARIGNYSR@YAHOO.COM

Name/Firm/Company: MYSTIC DUNES BY DIAMOND RESORTS
Subject/Category: TIMESHARING COMPANY
Street Address: 7600 MYSTIC DUNES LANE
City: Kissimmee, FL 34747 Osceola
Phone: (800) 491-6126
Website: https://www.diamondresorts.com/destinations/property/Mystic-Dunes-Resort-and-Golf-Club

Questions/Comments:
I PURCHURSED THIS TIMESHARE AND OFFERED IT BACK ONLY TO BE TOLD NO. THE COMPANY FORECLOSED BECAUSE OF MAINTENACE FEES AND THE BOUGHT IT BACK

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/09/2017

Sara Elias
5904 Eshenaur Drive
Harrisburg , PA, 17112

Phone: (717) 657-2916
Email: sara.elias1019@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Business
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Phone: (866) 877-3868
Website: Diamondresorts.com
Date of Transaction: 10/06/2017
Amount Paid: 2500.00

Questions/Comments:
This company took a cash advance from my credit card and didn't tell me that's what they were doing. They also provided me with no paper work and told me I needed to return the next day.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/20/2017

Daniel Thomas
1135 Elk Run
Howell, MI, 48843

Email: pgagolfer@chartermi.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 W. Charleston Blvd
City: Las Vegas
Amount Paid: 49914

Questions/Comments:
We want to cancel the timeshare we have with Diamond Resorts International. We won't go into the dates and places we purchased and upgraded. We won't go into the times and places we have used it. The story of why we want to cancel at this point in time is short: there have been too many broken promises, lack of availability, constant high-pressure selling at each vacation location, and fees that are constantly going up. We have paid over $49,000 at this point and we realize it is a never-ending spiral - downward financially for us and upward as promoted by DRI to attain higher and higher levels for better and better service, amenities, benefits, and features. From the first sales presentation to the last the routine has been basically the same. There is always high-pressure sales rhetoric. Buy now! Offers expire! Foolish to leave a great deal! Think of the memories! From the first time in Lake Tahoe after my (Beth) surgery and health issues, which we told the salesmen about, there was no stopping the deals that we presented just for us. We refused a number of deals but at the end we were the last in the room. We were tired and hungry and just wanted it to be done. We were desperate and bought the cheapest package we could so we could get out and get on with the much-needed vacation. My wife was anxiety-ridden from the beginning and many days later at 3 AM she finally had a chance to read the paperwork. She found the rescission period of 7 days. We called to cancel but by then it was too late. The stays in Sedona, Hawaii, and Florida, where we attended presentations and made upgrades, followed the same format. We had stays elsewhere and attended sales presentations where we did not make purchases. The sales presentations lasted between two and five hours. It wasn't easy to refuse the offers. The salesmen were incredulous that we would fail to take advantage of the low price-per-point offerings and it took everything we had to refuse. We have mentioned broken promises, lack of availability, high-pressure sales, rising fees. At one owner update meeting we expressed our disappointment and frustration the lack of availability at numerous locations and the thousands of points that were about to expire. He told us that we were not in a high enough status to get priority booking AND all the benefits they told us we had the past 18 months. Joaquin Boadell told us he would fix all that. He told us that he would be our personal travel agent and personally put his number in our phone. He bragged about the hundreds of people he had helped in this manner: booking vacations and maximizing points usage. Again we upgraded and left with regrets but at the same time hopeful that we could make this work. We found out from him that we were never upgraded to Gold as we had been told. This was another deception. Our interactions with him: 7/11/2016 - called and left msg. No return call. 7/21 - spoke with him briefly. 7/21 - texted for assistance. He texted back to call the next day. 7/22 - called and left msg - no response. 7/25 - called and spoke briefly. Said he would call in the afternoon. No call. 7/28 - called and left msg. No response. 8/5 called and texted and no response. We then decided we wanted no more to do with DRI. The maintenance fees have risen from $772 to $3506 - PER YEAR. This is too much. There have been special fees assessed since 2014 for approximately $9500. These fees include U.S. Point Standard Assessments, whatever that is. We want the timeshare canceled and money refunded. The timeshare we supposedly bought did not have the benefits they told us to expect and they did not disclose the costs to us either.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/27/2017

Mike Collins
612 London Ct
Ruckersville, VA, 22968

Email: mcollins@maxprofitsys.com

Name/Firm/Company: Diamond Resorts /Wyndham VacationResorts
Subject/Category: Timeshare

Questions/Comments:
This matter has finally been resolved to my satisfaction and wish to withdraw my complaint with all agencies. Thank you.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/06/2017

Diane Daley
5 Sand St
West Babylon, NY, 11704

Phone: (631) 572-5526
Email: ddaley30@gmail.com

Name/Firm/Company: Diamond Resorts Orlando
Subject/Category: Timeshare Fraud
Street Address: 8317 Lake Bryan Beach Blvd
City: Oralndo, FL 32821
Phone: (407) 625-7002
Date of Transaction: 12/22/2016
Amount Paid: 16,790

Questions/Comments:
I was staying at a resort in Orlando for the holidays and went to a 90 minute presentation that turned into 4/12 hours with much pressure and ended up purchasing a timeshare with much regret. I was taking advantage of by the salesman and his team. I have contacted the resort and of course I was told I have no recourse. I am now in contact with an attorney to try and get out of this timeshare. What are my options here?

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/02/2017

Zachary Mathias
1114 NE Independence Ave Apt.708
Lee's Summit, MO, 64086

Jackson
Phone: (419) 989-7031
Email: zmath08@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare
Street Address: 10600 W Charleston Blvd
City: Las Vegas, NV 89135
Phone: (877) 787-0906
Website: https://www.diamondresorts.com/
Date of Transaction: 05/05/2016
Amount Paid: 5,700

Questions/Comments:
My wife Bethany and I were in Florida for our honeymoon trip in early May 2016. We made the poor decision of agreeing to a timeshare contract. We realized the mistake in the following months, but it was too late to cancel our membership. The sales representatives were very aggressive and kept us in our presentation for nearly four hours, while originally they indicated the presentation would be 90 minutes. Our intention in going to the presentation was to listen to their offer, but decline and accept the 2 days/3 nights offer of a free stay at various places, for listening to their presentation. As stated, the presentation exceeded the reasonable time frame, and we declined their offers. Several times we declined, expressing the monthly payment is not something we wanted to enter into, being recently married, and we want to pay on our student loans before entering into this commitment. However, the sales representatives were extremely aggressive and would not take no for an answer. I understand that we accepted the offer, but in order to get the monthly payment to that lower figure, they slid in a $5,500 down payment on a Barclay credit card. This was a big mistake. We should have caught the fine print and said no and walked away. The difficult part was how draining of an experience the presentation was. It was a serious misrepresentation and I am angered that such a fraudulent practice can take place. But it does. Day after day these scammers take people's money. Is there some way this company can be held accountable for this deception? We have read many reports online for others who have been been lied to and scammed by Diamond Resorts International as well. We have paid off the credit card because there was no way of ridding that. Once it went onto a credit card as a charge, it is firm. We were stuck with it. But we paid it off. The mortgage, however, is a lifetime thing. And our children would inherit it. What a terrible thing to have to inherit. The misrepresentation of the monthly payment being all we would have to pay, is a problem. It is unacceptable, but it will continue. These people are crooks. We currently owe approximately $6,500 on the mortgage, but we just can't afford to pay it with our student loans, but more importantly, we did not want the timeshare to begin with. If we had been told the time we had to officially cancel the timeshare, it would have been cancelled immediately. Unfortunately, but conveniently, this was not expressed in our the sales presentation. Is there any hope for us getting out of the timeshare? These are probably the most aggressive and worst timeshare people to deal with.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/16/2017

Sandra Lopez
6795 SW 7 Street
Margate, FL, 33068

Broward
Phone: (954) 914-6963
Email: sml032768@gmail.com

Name/Firm/Company: Diamond Resort International
Subject/Category: Timeshare
Street Address: 7345 Greenbriar Pkwy, Orlando, FL 32819
City: Orlando, FL 32819 Orange
Phone: 1.877.374.2582
Website: https://member.diamondresorts.com/contactus
Amount Paid: 6,000.00

Questions/Comments:
We got into this timeshare 1 year ago and it's not what the sales person said it would be. It is so much money, maintenance fees and deed payment. They are not helpful at all. I can't get any answers from them. They are telling my husband and I we have to pay them, there is no way out. I don't know what to do? We have paid over $6,000 up to date. Our "mortgage", is $224.00 monthly and maintenance fee is 1695.00 yearly. We don't want any money back, we just want to get out of this obligation. The company is telling us we have to pay or we will be sued.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/12/2017

William J Garcia Jr
5027 Poinciana Drive
Houston, TX, 77092

Phone: (713) 806-2425
Email: rendongarc@aol.com

Name/Firm/Company: Diamond Resorts International, DBA, Mystic Dunes Resort & Golf Club
Subject/Category: Time Share Maintenance Fee Assisment
Street Address: 7600 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Phone: (800) 438-2929

Questions/Comments:
I am a Time Share Owner at this location. I am concerned that due to Hurricane Irma, the management will increase the maintenance Fee that I am required to pay to continue ownership. Recently, I was required to attend a sales presentation at a different resort where it was stated that there would be an assessment due to the hurricane in Florida. What can I do to make sure that the fees are correct and not inflated. I have very little faith in this organization. Thanks. William . Garcia Jr.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/30/2017

Danny Evans
625 Saint Paul Drive
Godfrey, IL, 62035

Phone: (618) 466-2147
Email: de2425@aol.com

Name/Firm/Company: Bryan's Spanish Cove
Subject/Category: Monetary Practices
Street Address: 13875 State Road 535
City: Orlando, FL 32821 Orange
Phone: (407) 239-4222
Website: https://www.diamondresortsandhotels.com/Resorts/Bryans-Spanish-Cove-Orlando
Date of Transaction: 08/27/2017
Amount Paid: 50.00

Questions/Comments:
A $100 deposit was demanded at check-in yet no notice was given of this practice when the reservation was pre-paid. A $100 deposit was demanded at check-in yet no notice was given of this practice when the reservation was pre-paid. I booked my stay at Bryan's Spanish Cove in Orlando, FL, a Diamond Resorts International property. Upon booking, I received an email from Hotwire.com listing the information pertaining to my upcoming trip. The only charge listed as being due at the property is the resort fee. When I confronted the front desk and subsequently confronted the general manager about this practice, their only reply was that it was company policy and it "should have" been listed in my confirmation and on the website when I booked the room. The "General Manager," Sagine Delly, said that she would accept a $50 deposit instead of the $100 deposit. I finally yielded to this after the front desk representative also offered that they would make sure to contact the bank and expedite the removal of such an authorization from my account. It is now 2 days after checking out of the "hotel" and the charge is still pending on my account. I have contacted American Express, who told me Sagine Delly would have the authority to call and release or reverse that charge immediately. I have contacted Sagine Delly twice via email requesting that the promise to contact my bank and have the charge reversed be honored. After the first email, her response was that the hold had been released, which is untrue according to American Express. I have yet to receive a reply to the second email that was submitted.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/23/2017

George Cerovsky
33480 Woodlands Dr
Lillian, AL, 36549

Phone: (251) 961-2384
Email: baylife4us@earthlink.net

Name/Firm/Company: Hyatt Global Marketing Corporation/Hyatt Vacation Global Group Inc./Hyatt Vacation Ownership/Hyatt Residence Club
Subject/Category: Timeshare
Street Address: 140 Fountain Parkway, Suite 570
City: St. Petersburg, FL 33716 Pinellas
Phone: (727) 803-9430
Date of Transaction: 08/21/2014
Amount Paid: 28,500

Questions/Comments:
Kevin Brandeburg (from this point forward will be referred to as Kevin). We will be using the collective term Hyatt to inclusively address all parties representing the developer and the association; since name changes have occurred over the years. Like most victims we blamed ourselves for our situation, and were embarrassed to think we could be taken advantage of in this manner. We tried to get resolution right from the beginning with on satisfaction, and following our last attempt, now we feel compelled to further articulate our case, and provide the AG office the details surrounding the actions and statements of Kevin and Hyatt's lack of action/resolution. To more thoroughly explain why our complaint has merit and why our desired relief is reasonable, we went back through the events of August 21, 2014 to the best of our recollection, and conducted additional research to explain to both Hyatt and now the Attorney General our position. We are hopeful after reviewing our case, the Attorney General's office can be more persuasive with Hyatt’s Executive Board in taking monetary corrective action. Kevin’s actions and statements in our opinion constituted deception, deceptive and unfair acts and practices, fraud, false pretenses, false promises, misrepresentations, and concealment, suppression and omission of material facts in violation of our consumer rights. To summarize our case in a succinct manner we referenced the State of Arizona Assurance of Discontinuance in the case of Diamond Resorts, Inc. in our complaint letter to Hyatt. In reviewing this document, the allegations identified by Arizona’s Attorney General are appallingly indistinguishable to what we experienced on August 21, 2014. Both Kevin and Richard Wrubel had significant time as salespersons with Diamond Resort as indicated on the Arizona Department of Real Estate website. We are certain in our case Kevin specifically misrepresented, completely omitted and deviated from Hyatt’s sales material and made unauthorized representations and verbal contracts during what was supposed to be a group presentation introducing us to the Hyatt program. Richard was present at times, and appeared to be functioning as a supervisor. It is unclear to us his culpability in Kevin’s actions. We also learned Kevin was involved in real estate court cases; although there might be acceptable explanations, it casts doubt on his ability to honestly and fairly answer our questions, and disclose all known facts that were not readily observable to us on August 21, 2014, as he was required to do as a licensed agent in Arizona as well as operating under the HV Global Marketing Corporation Real Estate license CO543186000. We did ask the Executive Board to acknowledge the likelihood Kevin used inappropriate tactics honed while employed with Diamond Resort. Specifics pertaining to our case as presented to Hyatt include: - On 8/21/2014 we were approached by two gentleman representing Hyatt in the Shops at Hyatt Pinon Pointe. They asked us if we were interested in a tour of Hyatt. They asked us to fill out a piece of paper indicating income. We listed our annual income to the best of our recollection as 80K. The sheet indicated the starting income was 100K. We were still asked to listen to a short group presentation for Hyatt. We were adamantly opposed to timeshares and asked the gentlemen if

this was a timeshare; if so we would not entertain listening to the presentation. We were specifically and directly told that Hyatt was not a timeshare. Instead of being escorted to a group presentation we were met by Kevin. - Kevin stated: • Hyatt Vacation Ownership was not a timeshare and stressed the importance that it was deeded property, and in the state of Arizona deeded property was not considered a timeshare. Kevin directly stated this was an investment in deeded real property that would appreciate in value. • We could resell our unit/week back to Hyatt; HTS-CHC (Sedona) would assist whenever we were ready. - He conveyed that Hyatt would not afford us an opportunity to take a day to discuss the purchase in private and read over the documents, per our request. As this was a one time offer only valid during this session, since units were selling quickly and inventory was limited. - Originally he told us only 214A/week 33 was available. He later told us Unit 214A/week 31 had been put back into inventory; implying the owners sold back to Hyatt correlating with his previous statements about Hyatt's buyback program. - He did not provide us a CD-ROM or hard copies of documents we had signed and initialed prior to us leaving the evening of August 21, 2014 nor the next day when we departed Sedona. We did not receive any signed documentation until a FEDEX package arrived several days after the fact. - He did not disclose or provide copies of documents explaining: • The Arizona Time-Share Disclosure Report (Public Report) (later we learned this was required by law) • The seven (7) day contract cancellation policy. • The lockout and the options for renting. These documents in our opinion were important enough that we should have received hardcopies and acknowledged receipt for them prior to signing any contract on August 21, 2014. - He briefly skimmed over only the positive aspects for reserving our week and/or rolling over points; the information was not presented in a manner which we retained nor did it discuss any of the difficulties. - He briefly touched on maintenance fees. - The Affidavit of Property Value was not dated correctly by the Notary and it did not contain the signature for Shirley A. Cerovsky a joint buyer. The numerical date was written in by someone after that fact and it appears that it was first written as 29 and then changed to 21 or vice versa. We were not present for this and are not sure how it was legally witnessed. We did not receive a hard copy of this either, and we noted the date modification in researching our deed online. We believe this may be an additional reason to nullify the entire contract. This list is not all inclusive, but represents the most egregious activities. We assumed Hyatt would not authorize these tactics as standard operating procedures nor would they condone them being used. We contacted the Forest Road Condominium HOA President, Dwight Kadar and Hyatt's Compliance and Transfer Departments regarding Hyatt's buyback program as represented during the August 21, 2014 meeting. Although all entities acknowledged and discussed an ability to resale to Hyatt; all expressed our unit and week could not be included in the program at this time. We asked Hyatt to re-address this answer based on our unofficial research within the Coconino County Deed Office. It indicates 91 sales from individuals, secondary resale market, and Forest Road Condominium Association to HTS-CHC (SEDONA), LLC dating back to 2011 through 2017 (that was the limit of the on-line database). Hyatt's policies and procedures for buying out owners and putting units back into inventory is not readily available, and there doesn't seem to be procedures in place to ensure the process is utilized equitably and consistently for all owners. In several cases HTS-CHC (Sedona) LLC bought back units put them back into inventory and successfully resold them at the original sales price. Above is an executive synopsis of our complaint and case. More data can be provided upon request. We did not initiate the activity that took place at Hyatt in Sedona on August 21, 2014 and we had no intention of staying in Sedona. We would have liked to resolve this case with Hyatt; however, we received a standard form letter from them on July 18, 2017 stating "Upon review of the documents executed by you on the date of purchase, it is clear there were no misrepresentations regarding the Interval purchased. However, HTS-CHC (Sedona), LLC (Developer) is willing to allow you to convey the ownership of your Hyatt Interval back to the Developer if and when the following conditions are met..." "By signing the Special Warranty Deed, you will hereby relinquish any and all deposits and other monies paid in connection with the contract and will waive any and all claims for refund of any such deposits or monies and any other claims you may have against HTS-CHC (Sedona), LLC in connection with the above referenced contract." This did not meet our expectations of negotiating a monetary resolution since we own the deed outright and are up-to-date on all fees. We re-contacted Hyatt and asked how the executive board arrived at their decision and why did they not address any of our specific concerns. The rep stated she could resubmit and did not provide any explanation. Following the

resubmission we were asked to provide a secondary letter with expectations of settlement. We waited over 2 weeks for an email response which was identical to the first one. Again we are very dissatisfied with Hyatt not taking responsibility for what we believe were illegal actions. We appreciate the Attorney General's office looking into this case and at a minimum adding our complaint to others received.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/30/2017

Marc Ritchie
385 old rock rd
Branford, CT, 06405

Phone: (203) 218-9404
Email: ritchieme1@comcast.net

Name/Firm/Company: Mystic Dunes Resort & Golf Club; Diamond Resorts International
Subject/Category: Fraud.
Street Address: , 7600 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Phone: 888.249.8810
Website: https://www.diamondresorts.com/destinations/property/mystic-dunes-resort-and-golf-club
Date of Transaction: 03/27/2016
Amount Paid: 3890.00

Questions/Comments:
I'm a timeshare owner, have been for years. Since my Timeshare way purchased by Diamond, my fees have been going up $100+ annually. They're trying to phase out us deed holders. Being desperate to hold on to my investment while vacating at the resort I sat down with a representative (it's mandatory for each resident to sit for the sales pitch) to determine an alternative, e.g., purchase another package We discussed an option, reviewed the contract and I signed it. However, apparently I was lied to. When my annual bill came my fees went up $110+, and everything I was told and reviewed in the original contract were not there. I don't think the contract I signed was the contract we reviewed.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/12/2017

Kenyatta & Elroy Bryan
8288 NW 66TH ST
Miami, FL, 33195

Miami-Dade
Phone: (345) 925-5578
Email: eandk00@hotmail.com

Name/Firm/Company: Diamond Resort International
Subject/Category: Surrendering Timeshare Property
Street Address: 10600 West Charelston Blvd
City: Las Vegas, NV 89135
Phone: (702) 804-8600
Website: www.diamondresorts.com
Date of Transaction: 07/20/2011
Amount Paid: 10,000

Questions/Comments:
We need your help to surrender our timeshare contracts. We have attached the letter that we are sending to Diamond asking that they immediately allow us to surrender these properties. These properties are destroying our budget and we can no longer afford them. You will also see from our letter that we have been dealing with major misrepresentation and lies with Diamond since 2011. Can you please help our family? Diamond should not be allowed to get away with these types of practices in this day and age. Our family is prepared to walk away from a total investment of over $80,000.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/28/2017

James Soldat
10942 Lorel Ave
Oak Lawn, IL, 60453

Phone: (815) 295-3498
Email: jamessoldat@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare Scam
Street Address: 17777 Bali Blvd.
City: Winter Garden, FL 34787 Orange
Phone: (407) 239-5007
Website: DiamondResorts.com
Date of Transaction: 01/26/2016
Amount Paid: 22,250.00

Questions/Comments:
I got scammed into converting a fixed week that has been paid in full for years. They said that your time-share company has been bought out and that I had to convert to a points based system. By the time I left that meeting, they had issued a credit card in my name, and had been triple teamed by a sales person, a supervisor and the business manager. and now want almost $2000.00 a year in combined fees. Please help, this is OUTRAGEOUS!!!!!!

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/06/2017

Danelle Battista
247 Chestnut St
Glendora, NJ, 08029

Phone: (856) 655-2716
Email: danelle.battista@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare
Website: https://www.diamondresorts.com/

Questions/Comments:
I purchased my timeshare in 1/2012 from DRI in FL. I was told to reach out to the Attorney General in FL since it was purchased here. I cannot be part of the settlement in AZ. I have almost a $7,000 balance and cannot get out of this. Do I need to file a claim or is there a similiar settlement in FL?
https://www.azag.gov/press-release/attorney-general-brnovich-announces-800000-settlement-diamond-resorts

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/13/2017

Troy Siewert
1900 Theater Drive
Evansville, IN, 47715

Phone: (270) 577-2409
Email: siewerttruckingllc@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 W. Charleston Blvd.
City: Las Vegas, NV 47715
Amount Paid: 22000

Questions/Comments:
sales took place in Las Vegas, Lake Tahoe, Maui, and Orlando. It is at the same time easy and difficult to file a complaint about this company. It is easy because of the lies that the salesmen told us; the truth of the statements we found out later. They told us about the features and benefits they were including in the purchase and upgrades. They lied about them. It is difficult because of the way that the salesmen used facts about our lives to foster a sense of relationship and friendship and a kinship in the past illness of our eldest child. The last presentation we attended and where we did not buy made us physically sick. Our oldest daughter was diagnosed with cancer at age eight; we made it through that time. Now this salesman was going on and on about he himself having cancer. It was sickening to hear him talk and use that time in our lives to create a false common bond. He told us that there was problem with our account and the only way to fix it was to upgrade again. Predator! He was using this to gain sympathy from us so that we would buy. Not that time! Another salesman told us he was from our home state and visits the same lake where we go. Oh, what are the odds of that; care to guess? Predator! He lied to us - we are certain of that now - to gain our confidence. Again, he found another big problem with our account and it was only going to be fixed by upgrading. It is sad to say that we believed the salesmen that told the same thing on different occasions. We were “stupid” if we didn’t upgrade and move to a higher level and bigger benefits. There was always a major problem with our account. So bad in fact one time we had to write to the corporate office to solicit approval for the special deal of the day. The biggest lie they told us was that we could roll over points and that they were ours forever. The main purpose for getting this timeshare was to save our points to take the girls to Paris after graduation. The salesmen knew this was our goal. There was no way they could not know because we told them that right up front. Much to our surprise we found out that because we didn’t upgrade this year, all of our saved points were taken away. We called to ask why. The rep told us that it is in the fine print “somewhere” that points can only be carried over one year and then they expire. That is NOT what the sales reps told us. We have paid maintenance fees for four years, paid the mortgage, and in the end lost our points. The salesmen lied to us about the points -we can’t use them for Paris because we can’t save them for Paris. They told us we could save the points every year. They lied to us. Other lies they told us: They told us that we could refinance the timeshare with our bank to get a lower interest rate. Not true. They told us that it would be easy to rent it out to pay for the maintenance fees and even gain a profit. Not true. We tried to do that several times. The salesmen’s assurances that they would help us rent? Lies also. They either didn’t call us back or else they “didn’t work there any more”. We don’t believe that either. This is a part and not the total of grievances we have against Diamond Resorts International. Our maintenance fees approach $5000 per year. In hindsight it appears to us that this money could have been put to better use by booking a Paris vacation ourselves. In response to our latest complaint letter they sent us a debt verification letter and that’s it. We want out from this terrible company and we want all the money refunded.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/17/2017

Shelli Harris
34 Denton Street
Brockton, MA, 02301

Phone: (617) 413-8553
Email: shellpea26@msn.com

Name/Firm/Company: The Palms Country Club and Resort, Diamond Resorts International
Subject/Category: Maintenence Fee Final Notice Letter
Street Address: P.O. Box 8526
City: Coral Springs, FL 33075-8526 Broward
Phone: (800) 463-7256
Website: Diamondresorts.com

Questions/Comments:
I received a final notice to pay my maintenance fee. It was a certified letter dated 2/16/2017. The postage (first class mail) was dated 3/1/2017. The payment due date stated in the letter was March 2, 2017. If I paid in full by this date, I would incur any collection fees, or additional late charges. I called the customer service and explained that the letter was not mailed out to me until March 1st and therefore, I had no way to pay the bill by March 2nd and if they would remove the collection fee that they applied on March 2nd, I would pay the bill in full on the phone. They were rude and refused to remove the fee, even though I had the letter and postage right in my hand. I could have taken a picture and sent it to them. I fee this is not the way a big corporation should treat the people that pay them $1348 a year in maintenence fees. Yes, I was late paying the bill on time, but the final notice is the last opportunity to pay and that's what I was trying to do. I'm looking to have that collection fee removed, so I can pay my bill or it may be time to sell it after 16 yrs with them! Any help is appreciated! Thank you! Shelli Harris
6174138553

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/02/2017

Harold Schur
111 N. Pompano Beach Blvd Apt. 1407
Pompano Beach, FL, 33062

Broward
Email: halcbs@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare misrepresentation
Street Address: 8317 Lake Bryan Beach Blvd, Orlando, FL 32821
City: Orlando, FL 32821 Orange
Phone: (407) 238-2500
Website: Diamondresortsandhotels.com
Date of Transaction: 01/01/2003
Amount Paid: 14000

Questions/Comments:
I was an owner with Premier Vacation club. Diamond International took them over. At the time they offered to stay with Premier's type of ownership or go to points. I called them to discuss the options. I called them to explain the differencesand they told me that the points can be used for airfare, cruises and car rental. I have stage III heart failure and haven;t been able to use the points while still paying dues amounting to several thousand dollars since the change.I finally able to travel and they told me the points can't be used for a cruise or anything what I was originally told. They told me I can transfer it or sell it. Nobody would buy it because of the high dues. Now amounting to over $1500 a year. I was told one thing and now i found out it wasn't true. I'm 74 years old is there a way I can have recourse with them? Please help,
Harold Schur

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/03/2017

Kira Hillman
16 watt ave
Ludlow, MA, 01056

Phone: (413) 330-9397
Email: Khillman2488@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Sampler time share
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 09/15/2017
Amount Paid: 4508.68

Questions/Comments:
When we went on the tour we told them over and over we did not want to buy. The sales manager came over and gave us what we thought at the time was a good deal om a "sampler package." He told us we would be able to go where ever we want in the world with our 20,000 points, and also use them cruises, airfare, car rentals, shopping, and other things.. When we were there Sept 15th we told them we had a vacation planned to go to the Keys that we knew would be cancelled and we wantes to use the points to book a cruise for that time. He said it would be no problem. We waited the 14 days they said they needed to setup the account. (Now, I think that is to avoid the 10 day rescission period) On the 14th day we able to sign into our account and the cruises were not yet available until we go on a different vacation and go on another tour to be pressured more onto buying. We weren't happy but thought we could just stay in Ft Lauderdale since we were confirmed to fly there already for our Keys trip. When we tries to book a room in Ft Lauderdale they told us there was a limited list of places for is to choose from. A very short list. This is all so very upsetting to us because the main reason we wanted to buy this package was to use it for a cruise and to take closer to home vacations (driving distance) with our 2 childern but there are no places that we are able to stay that are close for driving with our kids. The sales manger lied to us and made us believe that we would be able to get the most out of this package. We ate now finding this to be so untrue and we feel like we have been taken for. As I was searching for the internet for answers I found that there has recently been a class action against them in Arizona for the same shady practices. I wish i was aware of this. We are under contract with them for 2 years and now we dont know what we are supposed to do. Please help! Thank you.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/27/2017

Cathy Bennett
457 Fairway Dr
Melbourne Beach, FL, 32951

Brevard
Phone: (401) 855-6684
Email: fbennett3@cox.net

Name/Firm/Company: Diamond Resorts International (financial Services)
Subject/Category: Timeshare
Street Address: 10600 W Charleston Blvd
City: Las Vegas, NV 89135
Phone: 18002057555
Website: DiamondResortsInternational.com
Date of Transaction: 07/31/2017
Amount Paid: 14,400.00

Questions/Comments:
At our stay at Mystic Dunes Golf Resort in Celebration, FL. We went for an update on resorts, told not a sales meeting. The salesman gave great pitch although confusing, we had previous contract, he stated he would wrap the two together and then give us the numbers. Told him we were confused and husband (68 yrs) stated "I have Dementia" the salesman laughed at him proceeded with fast talk, and showed us numbers by twisting and moving pages. We both were tired after all the fast talk and They looked good BUT what I later found he DID NOT wrap the two and we could not afford payments and (astronomical maintenance fees which I only found out yesterday were double of what we were showed). I tried to stop the payment on credit card but credit card company would not do that. Called next morning asked salesman to hold contract don't send in as we couldn't afford it,he refused, with more fast talk and stated he would help us refinance with Suntrust bank. Also, On that next morning Aug 1 my mother in law was taken to ICU in Connecticut (and later passed away), we had to leave resort,Called and have been trying to work it out with Diamond Financial Services since then but they basically told us salesman did not misrepresent and its too late for us to do anything about it. We cannot afford this at all . I have cashed in my insurance to make payments. We have made 3 payments as of now and today I have asked them to stop the ACH on this loan, they would not verify if they did so, told me I would have to keep checking account. The total we gave on credit card 14,4000that day loan is $130,350.00 over 120 months and $19,000.00 maintenance fees per year. Were told $8,000.00 fees and the total was the two loans wrapped. WE ARE IN SO MUCH TROUBLE please help, advise us. There is So much more but Thank you for listening Cathy

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/12/2017

Carol King
33151 Fort Steet #68
Rockwood, MI, 48173

Email: kilaura@umich.edu

Name/Firm/Company: Diamond Resort International
Subject/Category: Timeshare company

Questions/Comments:
Carol King
33151 Fort St. #68
Rockwood, MI 48173 March 10, 2017 To Whom It May Concern: I made a timeshare purchase believing everything I was told by the presenters. I even upgraded multiple times still believing their lies. They didn't care to make things right after I contacted them informing them I didn't want this anymore. They responded saying they regret to hear of my frustration and that I felt misled. They're denying it all. This is not surprising. I did not accept their response and they offered to cancel my first two contracts, conveniently for them, because they were without a loan (Jan. 4). They would charge me year 2017 maintenance fees! We're talking almost $7,000! I again, did not accept their response asking them to cancel the contracts without me having to pay a dime (Jan. 15). Instead of cancelling my contracts, they responded that my two contracts without a loan, 1978695 & 2125512, had been cancelled on Jan. 11, 2017 due to delinquency (Jan. 23). I later received a letter dated Jan. 17 stating my account was delinquent due to failure to pay installments on loan and that because of that my rights at the resorts were suspended and that if the account remained in default for 14 days, my loan would terminate and all amounts paid would be retained as damages. They asked me to bring my account current within 14 days (from Jan 17) or to allow the loan to automatically terminate. On Jan. 31, I emailed the same lady, Jessica Levine, who's been handling this, telling her that I just received this default notice and revocation of note letter. It being the 31st, 14 days later, I asked her if it had been cancelled. I emailed her boss and he emailed me back stating that 2 of the contracts had been cancelled, however she emailed me a few days later stating that was an error and they had not been cancelled as of yet. I need to find out what is going on. As this is all due to misrepresentation of facts, I am also contacting you for assistance to get refunded for the money invested into this fraudulent scheme. Let me know if you need anything from me to assist you in this complaint. Sincerely, Carol J. King

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/02/2017

William Parson
5517 N. County Road 500 E.
Albany , IN, 47320

Email: b.lparson2003@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 West Charleston Blvd
City: Las Vegas , NV 89135
Date of Transaction: 01/07/2014
Amount Paid: 4500

Questions/Comments:
This company is based in Las Vegas but the sale we are talking about took place in Orlando. We dispute the timeshare purchased January 7, 2014, Orlando. We refinanced the loan through LightStream/SunTrust Bank sometime after that. We have tried to make this timeshare work for us and it has not. The sales reps have lied to us about several important things. They told us that the maintenance fees were “reasonable” and would not increase. But they have. They have risen from $776 in 2014 to $1674 due January 2017. That is an outrageous increase - over 100% in three years. This is not “reasonable” and we will not be paying the maintenance fees due January 1st or any other fees associated with the timeshare. We have had difficulty from the beginning trying to book a vacation to use our purchase. The sales staff promised whenever, wherever, but they lied about that. We have only been able to book in Orlando and have done that online. There has never been availability anywhere else. There have been problems with the account since we purchased. We bought 2500 points. The sales staff told us we could vacation for a week on those points. We were NEVER able to vacation on that number of points. We always had to wait for rollover points. At the owner update meetings, they told us we could never hope to get anywhere for that number of points. In fact they told us that “they don’t even sell 2500 points anymore.” DRI sold us something they knew was inadequate and obsolete, something we could not use unless we upgraded to add more points. We did upgrade at one point to the Silver Level. The salesmen allotted us 10,000 points for doing that. True, they never told us upgrading was mandatory BUT they told us if we didn’t upgrade we would lose the opportunity to purchase points at the “locked-in” rate. They did say that the points cost would go up significantly and the discounted rate would no longer be available to us. So in essence we were forced to buy more points and upgrade in order to use what we originally purchased and were unable to use per the salesmen’s promises. And if we didn’t upgrade, we would be in the same predicament of not being able to use the timeshare as we were sold. The last time we used the timeshare was in March of 2016 where we had to endure bedbugs and had to change units in the middle of our stay. That really was the beginning of the end for us as far as Diamond was concerned. We want the contract canceled and money refunded.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/14/2017

Karol Chorak
4110 Pierce Street
Hollywood, FL, 33021

Broward
Phone: (954) 470-8920
Email: lorakmoney@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 04/22/2017
Amount Paid: 6000

Questions/Comments:
We made this purchase in April 2017 and already have found out that the timeshare is not even close to what Tiffany (the saleswoman) told us it would be. They told us we would get gifts for attending: 1. The $70 gift card - received - but is only good at select locations. 2. The tablet they gave us a cheap one - terrible. 3. The “free” cruise we received is not free. The fees to use this “free” cruise are the same as not having a voucher at all. Tiffany was very nice, personable, and joked around with us during the hour-long sales pitch. The more questions we asked her though the more she kept repeating all she had previously said. Her boss kept coming over to us and he would tell us the same things. The longer the pitch went on the more her approach began to sound fake and pressured. They painted a picture of how much money we would save over the next 25 years. They told us about the benefits of discounted rates that our whole family could enjoy. The information they wrote down we were not allowed to take with us. The 90 -minute sales pitch went on for 4-5 hours and Tiffany’s boss was pressuring us to continue. We were starving and wanted to eat. We wanted to leave and come back and he would have none of that. He told us that this was a one-time offer and we could take it or leave it. He pressured us greatly to finish up. It was like a battle. All we wanted at that point was the free cruise they promised us and the gift card but they made it clear that we couldn’t leave until we paid. The pressure to buy then and there was intense. It was a nightmare. Tiffany never told us that we couldn’t book anything until our maintenance fees were paid. We found that out when we tried to go online and us the site and book. They told us that points we had would allow us to go anywhere. This is not true. The places we want to go (Thailand and Hawaii) were either full or else we couldn’t even afford one day. She told us anywhere. That is a lie - we got nowhere. The account was not active until after the rescission date was past and it was therefore impossible to know that the points and plan we have are worthless. Nothing like what Tiffany sold us. She told us we would have months of vacation time with the points we got. Traveling anywhere in the world is a lie. We contacted DRI about getting rid of this thing and received an email telling us to sell it. After we were done and home, Kristen (co-purchaser) would text Tiffany about the many negative reviews we found online. Tiffany told us to wait until we could log into the site and access everything. Once we were able to do that it was of course too late to exercise the rescission option (which we found out by ourselves online and not through DRI). The company lied to us about the places we could go on what we bought. They pressured us to make the purchase when we were so hungry and wanted to leave, insisting that the purchase be finalized right then. They misrepresented the benefits that we had in order to get us to sign that day. We want this canceled and all the money refunded. We have received two emails from Michelle Gross. In one she talked about failing to pay the fees that were due - nothing about the complaints we wrote about. In the 2nd email she restated the complaints and then shot them down with the “truth” of what we had purchased. This in a roundabout way validates our complaints: what the salesmen sold us and told us we had is not what Michelle Gross confirmed we have and the travel possibilities. She confirmed the salesmen’s lies.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/16/2018

Jeanny Rodriguez
320 145th Ave. E
Madeira Beach, Florida, 33708

Pinellas
Phone: (727) 420-6799
Email: gjeanny33@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Formal complaint
City: Williamsburg, Virginia

Questions/Comments:
To the attorney General Pam Bondi, This is a formal complaint letter against the Diamond Resorts International. I
have enclosed a formal letter that I had filed with them back in January 23rd
of 2018. This company has fraud, manipulated, lied, cond and deceived me and
many others. They have been banned in Europe in sued to paid $1 billion back to
property owners and in Arizona as of last year, the state attorney general
sued and won the case against Diamond resort and diamond resort will pay the
customers $800,000 in return fees and is ordered to refund owners of their
money. My case is the same time period as I also was lied manipulated cond and
deceived by the same individuals Mark Schilling the manager for diamond resort
he is the main culprit and Jeff Cash. They No longer work for the company but
there is a person that does still and it's included in my letter. This people
have to be stopped and the main offices are out of Las Vegas but they are huge
in Orlando.
Please please let me know what I can do next. I want all my money back as I
was fraud by them. I want them shut down. They are stealing from people and
continue to steel.
This link below is the won case in Arizona:
https://www.azcentral.com/story/news/local/arizona/2017/05/18/timeshare-holders-
released-contracts-following-deceptive-sales-practices/329107001/ My formal letter to Diamond resorts
international: - attachment 1.docx This is an easy case and THANK YOU! Sincerely, Gilda Jeannette
Rodriguez
727-420-6799

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/20/2018

Denise Lucken
28 Summit Dr.
Waterdown, Ontario Canada, ----,

Phone: (905) 320-9839
Email: deniselucken@cogeco.ca

Name/Firm/Company: Denise Lucken
Subject/Category: Time share deed needs authentication to sign it over to Diamond Resorts

Questions/Comments:
I have been referred to you in a circuitous manner via many government agencies in Canada by Diamond Resorts. I am wishing to sign over my deed for a one week time share owned by myself and my sister since 1991 to Diamond Resorts. I have had the deed notorized by a Canadian lawyer and now apparently the document must be authenticated by a US lawyer or the American Consulate. I prefer not to have to go to the US to do this or to Toronto to the Consulate. I've contacted the American Consulate in Toronto via email but the response was that the email address I had was for Visas. The telephone menu gave me a variety of options but none specific to my needs so I chose the commercial option and tried to leave a message but the voicemail box was full. I called the general inquiries number and they suggested I needed to get the attorney general of Florida to authenticate my deed. I live in Waterdown, Ontario Canada and would be fine going to Hamilton to have this done. Is there something you can do or recommend so that I can have this document authenticated in order to comply with the regulations? This is not a complaint, just an inquiry about how to get this florida property deed authenticated as per the regulations because I am a Canadian citizen. Thank you kindly, Denise Lucken

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/17/2018

Lynn Lachesky
819 Buckhorn Rd
Knox, PA, 16232

Phone: (724) 822-9608
Email: llachesky@gmail.com

Name/Firm/Company: Diamond Resorts Int'l (Mystic Dunes Resort & Golf Club)
Subject/Category: Predatory sales tactics for timeshare and credit card
Street Address: 7600 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola

Questions/Comments:
During a recent trip to the Mystic Dunes Resort and Golf Club in Orlando, FL , I attended what was supposed to be an informational meeting on the Diamond Resorts brand and programs on May 1, 2018 at 8:15AM. I was told this meeting would last, at most, 2 hours. As a current Diamond Resorts owner, I saw this as a good opportunity to learn more about other offerings from Diamond Resorts and was further incentivized by the promise of a $100 Visa gift card. My experience was nothing short of horrible. The individuals I spoke with during the meeting (Geno, Kevin and others) apparently felt that the best way to sell me on Diamond Resorts was through fear and intimidation. Rather than focusing on the benefits of the programs and offering, he focused on my mortality and the fact that I would leave nothing for my children and grandchildren. He bombarded me with numbers and scenarios and hypotheticals, all tied back to some imaginary measurement of how much I care about my family. This experience was so overwhelming that it literally brought me to tears at multiple points of the ordeal. Despite all of this, after leaving for another appointment at 10:30AM, I took the information presented and considered the potential benefits of the programs described. As the gift card was still being held hostage, I returned for another meeting with Geno around 11:30AM. I informed Geno I was not interested in the original program as described. At this point, Geno aggressively sold me a different package, ultimately costing $3,995. Despite my reluctance and being unsure of whether the program was of any interest to me, Geno doubled down on his aggressive tactics and presented me with a credit card offer. At this point, I was extremely overwhelmed, unsure of what I was being asked to sign, and signed under duress. Geno returned shortly after to berate me for "not using my signature". I stated I would not re-sign anything. I was told that in order to void the payment, I would have to return at 3PM. I returned as requested and once again, I was met with bullying tactics and aggressive sales pitches. When finally giving my final answer of "No", I was treated with contempt and hostility. When I inquired about the gift card, Geno threw his hands in the air, said he was "done with me" and walked out. I still have not received the gift card. As a current Diamond Resorts owner, I am horrified to think that this is the way the company operates. I have always associated my timeshare with happy family memories. To think that others are subjected to this intimidation and bullying drastically changes my perception of the company. At this point, I feel an apology for the way I was treated is in order. Additionally, I am still waiting to receive the gift card, as promised.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/13/2018

Denene Palozzilo
203 Pearson lane
Rochester, NY, 14612

Monroe
Phone: (585) 766-0655
Email: drizzis@yahoo.com

Name/Firm/Company: Cypress Resort by Diamond resorts
Subject/Category: Diamond resorts timeshare sales practices
Street Address: 12013-12099 Cocomo lane
City: Orlando, NY 32836 Orange
Date of Transaction: 02/25/2018
Amount Paid: 3995.00

Questions/Comments:
I would like to discuss this further with someone.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/20/2018

Jeffrey Hausner
14 White Hall Court
Holbrook, NY, 11741

Phone: (516) 459-3529
Email: jwhausner@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Vacation Time Share
Street Address: 1420 Ocean Dr.
City: Miami Beach, FL 33139 Miami-Dade
Phone: (386) 852-2566
Website: diamond resorts.com
Date of Transaction: 02/20/2017
Amount Paid: 10,723.82 to date

Questions/Comments:
Attached is the letter that was sent to Diamond Resorts. Jeffrey Hausner
14 White Hall Court
Holbrook, NY 11741
February 19, 2018
Diamond Resorts International
10600 W. Charleston Blvd. Las Vegas, NV 89135
To Whom this may concern at Diamond Resorts International; Diamond Resorts Internationals Branding Sales Mark ‘Stay Vacationed SM” ? This was a total misrepresentation of the Product that was pitched to both of us in
February of 2017. February 2017, we were invited to take a trip to Miami to review the status of our original current time share which was paid in full years prior to this date. The original time share, was a week at Wyndham palms, a conventional time share originally developed by Wyndham properties outside of Disney in Florida. Owning this time share for over 15 years, we may have used it 3 times. It was only available for use at that location, which on the surface, doesn't sound that marketable. However, when we originally purchased it, Wyndham assured us at their presentation, they were developing a large property in Puerto Rico which we would be able to utilize as well. That never came to fruition. The first major disappointment and misrepresentation with
that ownership timeshare. I paid the initial timeshare in full on time, every time, in addition to all maintenance and taxes as well. This was the worst investment I have ever made. Fast forward to February 2017. We accepted the trip to Miami to review options with Diamond International, who took over the Wyndham time share. We met with your representative, Lisa Hill at the Crescent Resort, Miami Beach on February 20, 2017. We learned the week we owned, is now worth between 2-6% of its original value. For it to be viable, we needed to “upgrade” to the Diamond resorts contract which has now been converted to points so you are not isolated to a particular week or location. Sounded like a better plan. We asked many questions as to how the new point system works. For example, can we use points to spend on a weekend in Manhattan, go on a cruise etc. Can we use the points on a hotel because our son is on a sports team and we often travel one or two days on the weekend. Lisa Hill assured us we could use the points for booking a room anywhere at any time. We were told that if there is hotel, a resort etc, Diamond International is so well known and respected we could go anywhere we wanted to and use our points. If the property was not listed on Diamonds website, all we had to do was speak with a representative and they would take care of it. It really sounded too good to be true, and thats why we asked so many specific questions. All of our fears were put to rest at this time, it was as

simple as going on the website, making a choice of vacation, and you're done. At this meeting, we made it clear to Lisa Hill we did not want to deal with interval international. She again assured us we wouldn't have to and just one call to Diamond would take care of our vacation planning . We would be paying for points, they would have a maintenance fee associated to them and every month and we were banking vacation time. The ease of using a web based point allocation platform made sense and we looked forward to using it. One of the most positive aspects of this contract was if you did not use the points allocated in that calendar year, they could be rolled over and banked for future use. This was not something we had with the original traditional time share, so this made the new contract more attractive. In reality, instead of going on vacation more often, it has truly prevented us from going on vacation at all. We were trying to book a vacation for the end of March 2018 for about 5 days to Aruba at an all inclusive resort. We started the research in December 2017 through your website on our own, but had to call Diamond for help. They informed us there are three different ways to book a vacation, Diamond resorts, Interval international and a travel department. All different phone numbers, not as seamless as was initially promised. We have now learned that when utilizing interval international and the travel department that points are not used for those transactions and we need to pay for any vacation reserved through those affiliates on top of the monthly fee we are paying. That simply does not make this time share cost effective nor is it what was pitched to us by Lisa Hill. In addition to that, when I called Diamond to find availability in Aruba, there was a fee of $189.00 for us to be put on a waiting list should someone cancel. Every avenue explored for a vacation had come to a dead end with additional fees required. Not to mention the time we have spent trying to navigate the website and the time spent on calls to Diamond representatives. The daily, yes daily phone calls from a variety of Diamond representatives not one dedicated representative to our account. This timeshare has been a complete sales misrepresentation and misleading by Lisa Hill and Diamond Resorts International. Since Feb 20, 2017 we have paid the following: - $6,392.00 down payment, of which $4,500.00 was placed on a new unwanted Diamond resorts master card, which currently has a balance of zero. $1,892.00 was placed on my discover card. - The assessment fees for 2017 total $3106.41 which were paid on 12/31/17. $1,860.62 for the new point system and $1,245.79 for the still untransferred conventional time share at Diamond. - Principle & interest paid for 2017, respectively : $308.51 & $916.90 - Currently $414.47 per month, which has never been missed. The total paid for this time share since issuing the new contract, which has not been utilized at all, is $10,723.82. The product that was promoted to us is in no way what we have ended up with and we are beyond disappointed. We are requesting a complete cancellation of this timeshare and this loan. Additionally, we are requesting a full refund on the total paid from the inception of the new contract signed February 2017. We are looking for a swift resolution to this matter. A copy of this letter of complaint has been sent to the NYS attorney general Eric Schneiderman, Florida State attorney general Pam Biondi as well as our local DA in Suffolk County NY Tim Sini The government action issued to Diamond Resorts International on December 23, 2016 has also been attached. Sincerely,

Jeffrey Hausner
14 White Hall Court
Holbrook, NY 11741
(516)459-3529
Contract # 17607558
Member # 136268872
Better Business Bureau: For more details on the Assurance of Discontinuance click here https://www.azag.gov/sites/default/files/sites/all/docs/press-release/pressrelease-files/Assurance_of_Discontinuance_Diamond.pdf
For more details on the Relinquishment Remedy Program click here https://www.azag.gov/sites/default/files/Diamond%20Resort%20FAQs.pdf

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/27/2018

Terrie McSween
1680 Muirfield Drive
Green Cove Springs, FL, 32043

Clay
Phone: (904) 531-5659
Email: tcmcsween@msn.com

Name/Firm/Company: Diamond Resort International
Subject/Category: Sale/Resale Timeshare
Date of Transaction: 10/07/2018
Amount Paid: $2000.00

Questions/Comments:
Diamond Resort International used pressure tactics to dupe my husband and I into buying more points stating we would be able to pay the maintenance fees with the additional point added to our existing points without money out of our pockets. We just needed to set it up in 45 days. We waited and called the gentleman to help us. No answer. When we called the financial dept they said we'd have to be on the platinum level in order to do that. Now we are stuck with a bill for $367.89 monthly bill and a loan of $23,000 and maintenance fees of over $3,000 a year. Please warn others

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/07/2018

lisa gabrielsen
5 peacock path, the hunt club
Coram, NY, 11727

Email: LG_Beads2000@yahoo.com

Name/Firm/Company: Diamond Resorts/ Mystic Dunes
Subject/Category: Florida timeshare scam
Street Address: 7600 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Phone: 1-407-396-1311
Website: www.diamondresorts.com
Date of Transaction: 10/19/2017
Amount Paid: 5,100

Questions/Comments:
On 10/19/2017, I attended a timeshare presentation at Mystic Dunes Fla. I already had a paid in full timeshare at Mystic Dunes and because of the fabulous benefits described to me by sales agent Amela Smailbegovic I signed a contract to upgrade my timeshare which cost me $31,220 which included a down payment of $5,100. They have a 10 day cancellation period, but I didn't want to cancel and looked forward to enjoying all that was promised to me. I couldn't get on their website within those 10 days to see the full scope of the timeshare. After the 10 day period I was given permission to log on to their website and I was very upset to see that Diamond Resorts does not have property or tours of The Holy Land as they had promised, had nothing to do with shopping on Amazon in order to gain extra point for myself, had tours that were priced double occupancy and not single occupancy as promised, had many additional fees associated with their singles travel club, airline booking club, and Rv club that were not disclosed at time of purchase and their "pet assure" club was sim,ply for purchasing pet insurance and not for purchasing products such as food, medicine or toys as promised. It became clear to me that this was not what was described to me and would become quiet costly to me as a single senior citizen...I was lied to! Today is 3/7/2018 and since October I have made numerous phone calls and written numerous letters to Diamond Resorts asking for my $5,100 deposit back and to dissolve the fraudulent contract they have with me. I have also disputed the $5,100 deposit with Chase Visa citing bait and switch tactics and consumer fraud, however Diamond Resorts will not help me and Chase Visa has determined that the transaction is valid. Please, can you help?

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/09/2018

Sergio Buzeta
39 Valley Ave,
Newburgh, NY, 12550

Orange
Phone: (845) 913-5836
Email: sergio12654@msn.com

Name/Firm/Company: International Diamond Resort - Mystic Dunes, The Palms CC and Resort
Subject/Category: Time Share
Street Address: PO Box 8526
City: Coral Springs, FL 33075 Broward
Website: diamondresorts.com
Date of Transaction: 04/03/2007
Amount Paid: 8000.00

Questions/Comments:
Over the past eight years, the maintenance charges on my timeshare have increased 200%. The time share is Mystic Dunes Diamond Resorts in Kissimee/Orlando. My first language is Spanish and they promised me if I signed to be a member they would help me to rent it out when I am unable to use it. They also promised me they would help me resell and buy the property back if I did not use it. They will not do these things and these are lies. They have kept changing the reservation time and rules so I am unable to use it. They have scammed us. We are senior citizens with medical problems our daughter who lives with us is on the contract and she has been unemployed and unable to find a job. They are threatening a suit and forcing us to foreclosure and bankruptcy on me and my daughter.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/27/2018

Terri Christopher
2790 North 2850TH Road
Marseilles, IL, 61341

Email: cpcdrugtesting@yahoo.com

Name/Firm/Company: Eldorado Resorts
Subject/Category: Disputing Timeshare Ownership
Street Address: SunTrust Building 2626 E. Oakland Park Blvd.
City: Ft. Lauderdale, FL 33306
Date of Transaction: 03/27/2002
Amount Paid: 4203.00

Questions/Comments:
Terry R. Christopher
Terri Lynn Christopher
2790 N. 2850 RD
Marseilles, IL 61341 February 22, 2018 Diamond Resorts: We write to you today to terminate our timeshare relationship with Diamond Resorts. Our first and only purchase took place on March 27, 2002 at Eldorado Resorts Corporation. We have since taken just 3 vacations but have spent nearly $40,000.00 in our ownership. We are requesting to cancel our ownership simply because we do not want it going to our children. Please send appropriate cancellation/relinquishment documents to us at cpcdrugtesting@yahoo.com. Thank you, Terry R. Christopher
Terri Lynn Christopher

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/21/2018

Anthony and Erika Domboroczky
1033 Bear Swamp Road
East Stroudsburg, PA, 18302

Phone: (570) 420-1402
Email: sonofantal@hotmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare Contract
Street Address: 400 N Atlantic Ave
City: Daytona Beach, FL 32118 Volusia
Phone: (386) 944-0723
Website: https://www.diamondresorts.com/destinations/property/daytona-beach-regency
Date of Transaction: 08/22/2016
Amount Paid: 4697.45

Questions/Comments:
We were misled into believing that we were purchasing an investment that appreciated and would benefit our children's future. We have become aware of the truths associated with this timeshare and wish to no longer be in any contractual relationship with their company. At times, we have had to live pay check to pay check because of this timeshare, and the fact that we no longer trust Diamond Resorts makes it very difficult to pay any amount due to a company who supports harassment and dishonest sales tactics.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/16/2018

George Yamada
3208 Monticello Rd
Bloomington,, IL, 61704

Phone: (309) 660-7595
Email: georgeyamada40@msn.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare Fraud
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Website: Diamond Resorts International
Date of Transaction: 10/17/2017

Questions/Comments:
Our first purchase for Timeshare was in 2014 with Diamond Resorts International being invited to Mystic Dunes for a 3 day tonight presentation. They gathered information of ownership of other Time Shares. They wined and dined us and made the presentation. We did not buy a Time Share but purchased a Sampler this gave us opportunity to look at their properties. We choose Maui HI but had to attend another presentation. During our stay we did not buy but did look at the Diamond Property with a resale company. We purchased the same property for $2,000 plus closing cost good deal since we owned the title. In 2016 we were invited back to Mystic Dunes in Orlando for a Celebrity Golf outing. We had to attend a 90 minute presentation there in Orlando we were convinced trade in our title for points mortgaging the points to belong to the Club!!! In 2017 we were contacted by a sales person in Washington State and convinced that your temporary gold was expiring and that Apollo was purchasing Diamond and we could purchase the points at $3.29 per point but would be valuable when Apollo purchase Diamond. She combined the first loan together going from $258.00 a month to $572.33 per month. Naturally both sales we had to put a down payment of 20% down this was done 08-13-17. In October of 2017 we took our grandchildren back to Mystic Dunes Orlando to visit Disney! We asked to go to a 30 minute presentation their we met Joaquin Boradello. That 30 minutes took 6.5 hours we were the last to leave. Being a Diabetic after being exposed to Agent Orange from Vietnam and Age 71 I was not really thinking well. He convinced us to buy more points and sign a pile of paper work but most important used Apollo that the points were like money!!! He told us that we could buy a gallon of milk with our point purchasing $3.49 a point and we could be reimburse for our travel to Disney. I contacted him a number of time after the purchase and he told us that he would get back with us Finally after the 15 day period he contacted me and told me to prove our points were good send he copy of the bills I did that and never heard again from him or Diamond. Please note the biggest surprise was thinking our loans were combined AGAIN WITH A PAYMENT OF $749.50 BUT DISCOVERED TWO LOANS $749.50 AND $572.33!!! THAT WAS MORE THAN MY MORTGAGE PAYMENT. I immediately contacted Diamond Finance department and told them to reimburse us for the $572.33 but they told me I had two loans??? If we couldn't Barclay's credit card an had to make our down payment with Discover and CitiBank can figure out how we qualified for such a large loan with Diamond. I asked for all our points to cashed in to repay the loans and they told me we couldn't cash in points for loan repayments, That is not how the points were sold to us!! PLEASE HELP US GET OUR MONEY BACK AND GET US FINALIZED ON THESE LOANS.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/23/2018

Gad Liebmann
1000 Walker St. Lot 392
Holly Hill, FL, 32117

Volusia
Phone: (650) 823-6011
Email: gad_l@myfairpoint.net

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare Sales
Street Address: 400 North Atlantic Avenue
City: Daytona Beach, FL 32118 Volusia
Phone: 386.255.0251
Website: Diamondresorts.com
Date of Transaction: 11/22/2017
Amount Paid: $70,000

Questions/Comments:
Partial payment on Credit Card, partial held by Diamond as mortgage. Promises made were that with the additional benefits provided with this purchase would not increase my payments if we used the same amount of vacation as in the past. The "additional benefits" were already available to us. These benefits would neither cover the costs of the purchase nor provide the vacations we desire, We did not understand the issues until more than 10 days after the purchase date and Diamond resorts refused to reverse the purchase. We now have to pay the $70,000 as well as additional "Maintenance Dues" currently approximately $4,700 per year. Please see also the following: DBPR case #2018018568 and 2018013087

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/08/2018

JORGE R GARCIA SANTIAGO

, ,

Email: jrgarcia@claropr.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Solicitud de ayuda AGF

Questions/Comments:
Buenas tardes. Muy respetuosamente llego ante ustedes en auxilio, ya que fui objeto de un robo por parte de Diamond Resorts por un Time Share comprado Mystic Dunes en la ciudad de Orlando. Incluyo la información relevante del caso la cual destaco la siguiente: Forma completada, Office of the Attorney General. Narrativo expresando mi situación y solicitándole su intervención. Documento de Outgoing Transfer of Funds del Banco Popular de Puerto Rico hacia
Bank of América cuyo beneficiario fue Palm Country Club en las Vegas. Allí incluyo email de confirmación donde le envié el documento como evidencia de que había completado el tramite según informado y solicitado el agente que me atendió de Forclousure. Pagué al Banco Popular la cantidad de $95 para que me confirmara si éstos habían cobrado el pago, ya que lo negaban y presentaban excusas. Estos me confirmaron que sí, e Incluyo confirmación del referido BPPR y quien los cobró que fueron ellos mismos. En adelante email dando seguimiento para que me atendieran y asistieran con el
caso, (entre emails innumerables llamadas solicitando que me atendieran). Comenzando con las siguientes fechas: 4/9/18
4/16/18
4/17/18
4/17/18
4/17/18
4/19/18
4/27/18
4/27/18
5/4/18
5/17/18
Es importante añadir que finalmente me indicaron a través telefónico que la villa la perdí y le pertenece, sin darme más oportunidad y sin reconocer que su manejo fue uno irregular, ya que el dinero que aporté lo cobraron y no lo adjudicaron a la villa, dando paso a que éstos se queden con la misma. De requerir información adicional estoy a la orden a través del 7873622437 o
7874538595. Muchas gracias por la atención. - Attorney G Flo.pdf

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/21/2018

JORGE R GARCIA SANTIAGO

, ,

Email: jrgarcia@claropr.com

Name/Firm/Company: Diamond Resorts
Subject/Category: FW: Solicitud de ayuda AGF

Questions/Comments:
Respetuosamente, agradeceré nos informe el estatus de este caso sometido
recientemente. Saludos cordiales. From: JORGE R GARCIA SANTIAGO
Sent: Friday, June 08, 2018 4:18 PM
To: 'citizenservices@myfloridalegal.com' <citizenservices@myfloridalegal.com>
Cc: jorgerafael1210@yahoo.com; 'dr_ernesto_garcia@hotmail.com'
<dr_ernesto_garcia@hotmail.com>; 'Elizabeth Rodriguez Velez Rodriguez'
<elimarie50@hotmail.com>
Subject: Solicitud de ayuda AGF Buenas tardes. Muy respetuosamente llego ante ustedes en auxilio, ya que fui objeto de un robo
por parte de Diamond Resorts por un Time Share comprado Mystic Dunes en la
ciudad de Orlando. Incluyo la información relevante del caso la cual destaco la
siguiente: Forma completada, Office of the Attorney General. Narrativo expresando mi situación y solicitándole su intervención. Documento de Outgoing Transfer of Funds del Banco Popular de Puerto Rico hacia
Bank of América cuyo beneficiario fue Palm Country Club en las Vegas. Allí
incluyo email de confirmación donde le envié el documento como evidencia de que
había completado el tramite según informado y solicitado el agente que me
atendió de Forclousure. Pagué al Banco Popular la cantidad de $95 para que me confirmara si éstos habían cobrado el pago, ya que lo negaban y presentaban excusas. Estos me
confirmaron que sí, e Incluyo confirmación del referido BPPR y quien los cobró
que fueron ellos mismos. En adelante email dando seguimiento para que me atendieran y asistieran con el
caso, (entre emails innumerables llamadas solicitando que me atendieran). Comenzando con las siguientes fechas: 4/9/18
4/16/18
4/17/18
4/17/18
4/17/18
4/19/18
4/27/18
4/27/18
5/4/18
5/17/18
Es importante añadir que finalmente me indicaron a través telefónico que la
villa la perdí y le pertenece, sin darme más oportunidad y sin reconocer que su
manejo fue uno irregular, ya que el dinero que aporté lo cobraron y no lo
adjudicaron a la villa, dando paso a que éstos se queden con la misma. De requerir información adicional estoy a la orden a través del 7873622437 o
7874538595. Muchas gracias por la atención. - Attorney G Flo.pdf

Office of the Attorney General

Por favor llene el formulario de contacto y envíelo al:
Office of Attorney General Pam Bondi
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Formulario de Contacto del Consumidor

SE REQUIRE completar la información de contacto dado que mantendremos correspondencia a través del Servicio Postal de los Estados Unidos. Los formularios incompletos no serán procesados. POR FAVOR ESCRIBA LEGIBLEMENTE. Soló una empresa por formulario de queja.

Nombre de la persona que presenta la queja o reclamación:	Queja o reclamación contra:
Srta./Sr./Sra. GARCIA Ernesto	Mystic Dunes / Diamond Resort
Apellido, Nombre, Inicial #24	Nombre de la Firma o Compañía
Villa San Pedro State, Calle San Agustin	7600 Mystic Dunes Lane / 10000 W. Charleston Blvd.
Dirección Postal	Dirección Postal
Bayamon PR. 00725	Celebration Orlando / Las Vegas, NV
Ciudad, Condado	Ciudad, Condado
	Florida, 34747 / 89135
Estado, Código Postal	Estado, Código Postal
(787) 362-2437 (787) 453-5595	(407) 787-5678 / (345) 359-0005
Teléfono de la residencia y del trabajo (Incluyendo el código de área)	Teléfono del negocio (Incluyendo el código de área)
jorgerafael1210@yahoo.com	Foreclosure@diamondresort.com
Correo Electrónico	Correo Electrónico del negocio y dirección del portal electrónico

Producto o servicio en cuestión: Time Share (Mantenimiento) Cantidad de dinero pagad: $ 1862.72 + mile (Villa incluid)

Fecha de la transacción: 7/30/16 ¿Cómo fue contactado?: Teléfono X Correo electrónico X Otra Manera ____

¿Lo está representando un abogado en este asunto? Sí ☐ No ☒

¿Firmó usted un contrato u otros documentos, tales como, estimados, facturas o documentos que apoyan su queja o reclamación?

Sí ☒ No ☐

Si usted ha presentado una queja o reclamación ante cualquier otra agencia gubernamental y/o del consumidor sobre este asunto, por favor, dé los nombres de las agencias: ____

ADJUNTE COPIAS DE LOS DOCUMENTOS O PRUEBAS QUE APOYEN SU QUEJA.
NO ENVIE LOS ORIGINALES

Nota:
1. Todos los documentos y adjuntos sometidos con esta queja o reclamación están sujetos a inspección pública conforme al Capítulo 119 de los Estatutos del Estado de Florida.
2. Aquel que con conocimiento haga una declaración falsa por escrito con la intención de engañar a un funcionario público en el desempeño de sus deberes oficiales será culpable de un delito menor de segundo grado, que puede ser castigado según las leyes 775.082, 775.083, o 837.06 de los Estatutos de la Florida.

Por favor indique si usted tiene más de 60 anos. Las sanciones pueden ser aumentadas por hacer victimas a personas mayores de 60 anos.

Sí ☐ No ☐

(POR FAVOR UTILICE EL OTRO LADO DE ESTA FORMA PARA DESCRIBIR SU QUEJA Y FIRME.)

6 de junio de 2018

Estimado abogado general de Florida:

Yo compre una villa "time sharing" en la ciudad de Orlando, en Mistic Dunes. La misma consiste de 2 habitaciones en una semana al año. Ya es mi propiedad, toda vez que efectué todos los pagos hasta saldarla. El pasado 20 de julio de 2016, se recibió una carta por parte de forclousure de la entidad dueña de la villa "Diamond Resort", ya que el pago por mantenimiento no se había recibido. De inmediato los contacté y hablé con varias personas para darle mi número de tarjeta de crédito para que desembolsaran el dinero de inmediato. Estos me indicaron que debía hacer una transferencia bancaria directamente a su cuenta en los Estados Unidos (la cual incluyo). Ellos me ofrecen la siguiente información:

1. Cantidad de dinero $1862.72.
2. Nombre del Banco, Bank of America, dirección
3. Número de Ruta VOSAUS3N
4. Nombre del beneficiario, Palm Country Club
5. Dirección del beneficiario, 10600 West Charleston Blvd, Las Vegas, Nevada, 83135
6. Número de cuenta de beneficiario, [redacted]
7. Se incluyó el en propósito de la transacción, pago de mantenimiento de time share.
8. Toda esta información fue recibida por ellos, ya que la escanee asegurándome que habían recibido la misma. Incluyo recibo de este documento abierto por forclousure.

Como indique anteriormente, Luego de hacer ese trámite los llamé para indicarle que había realizado la transacción según solicitada por éstos, y le envíe copia a través de email de la transferencia la cual ellos recibieron y tengo el recibo. A tenor con lo anterior, entendí que todo estaba completado y entendido, ya que tenía la evidencia que habían recibido la hoja de trámite y no hicieron otra recomendación. Si le añadí a la cuenta mi número de tarjeta para que realicen el desembolso anual de pago de mantenimiento, en los próximos años.

Recientemente, les llamé, ya que no recibo comunicación con ellos. Para mi sorpresa y muy lamentable me indicaron que Foreclosure se había quedado con la propiedad por falta de pago. Ante ese escenario y tras múltiples llamadas e email, ya que nadie me atendía ya que habían cerrado el caso pude contactar a un empleado muy serio y responsable de nombre Marcos Andrade, Marcos.Andrade@diamondresorts.com. A este le expuse mi situación y me pidió que le diera tiempo para dialogarlo con su supervisora.

Luego de unas semanas me llamó para darme la lamentable noticia. A este le informaron que si yo consigo evidencia de mi banco, que indique quien cobró el dinero ellos pueden devolvérmelo, pero la villa no. Ante esa mala práctica le indique que es un robo por lo siguiente:

1. Originalmente, quien me da la información para hacer la transacción y el número de cuenta de su banco son ellos, ya que esa información no es conocida por mí.
2. Seguí las instrucciones al pie de la letra. Fui al banco e hice una transacción electrónica y luego los llamé y se las envié por email para confirmar que lo había recibido y tengo la confirmación como recibido. No recibí comunicación sobre el tema, pero sí tengo la evidencia de que Diamond Resort abrió el email con la copia de "Outgoing Transfer of Funds".

3. Si ellos hubieran observado alguna irregularidad el deber de los mismos fue llamarme lo cual no lo hicieron. Ellos alegan que el número de ruta es incorrecto por dos letras, lo cual le indique que la misma pertenece al mismo banco y que el número de cuenta a beneficiarse es correcto y es la de ellos. Además, la información fue suplida por ellos y los mismos tienen grabadas las conversaciones. Lo cual exhorto que vayan a ellas e identifiquen de donde surge el alegado error.
4. Me indica el Banco Popular de Puerto Rico el cual tengo mi cuenta y de esta desembolsé los $1862.72 que esto es banca norteamericana y de haber algún error, éstos inmediatamente devuelven el dinero al banco de origen. Esto no ocurrió, ya que fue cobrado y aparentemente adjudicado a otra cuenta o cualquier manejo incorrecto de Diamond.
5. Tuve que pagar $100 para solicitarle al BPPR que me investigue quien cobró el dinero. El BPPR me confirma que fueron cobrados por ellos.
6. Aparenta que el técnico o servicio al cliente no endoso la cantidad a la cuenta correcta, pero si cobró el dinero y no lo devolvió.

Llego ante ustedes para presentar una queja, ya que fue objeto de robo por parte de Diamond Resort/Mistic Dunes, por malas prácticas. **La solución para este caso es: se me devuelva mi villa y todos los beneficios que me deben y me compensen por todo el tiempo perdido y los sufrimientos que he pasado al ser objeto de un robo por una mala práctica de Mistic Dunes/Diamond Resort**. No he podido pagar ya que no me lo permiten. Es un robo que pone en entredicho la credibilidad de estos negocios. Confió en su intervención para corregir esta situación a la brevedad. De resultar conveniente para ustedes, puede igualmente contactar a mi hermano Jorge R. García Santiago a través del 7873142159 ya que está autorizado y autorizo para atender este asunto.

Se incluye emails, desde el caso cuanto se atiende en julio de 2016 y fue cobrado el dinero por Diamond Resort. La hoja de trámite del Banco Popular de Puerto Rico fechada julio 20, 2016. Seguimientos durante este año hasta la solicitud del referido banco donde se confirma que Diamond

Mi firma autorizada a la Oficina de la Procuradora General a tomar las medidas que estime necesarias para la investigación o el cumplimiento de la ley. Entiendo que la Procuradora General no representa a los ciudadanos privados en el rembolso de su dinero u otros recursos personales. Estoy presentando esta queja o reclamación para notificar a la oficina de las actividades de esta empresa para que pueda determinar si aplica la ley o se justifica acción legal.

Dr. Ernesto García Santiago
787-362-2437 o 787-453-8595
Urb. San Pedro State
Calle San Agustín # 24
Caguas PR, 00953
contrato 19161300
Member Number or User ID 5611825

Anejos

BANCO POPULAR®

Outgoing Transfer of Funds

Ref. No. or Test Key	Amount	Currency	Rate
2016072042691162	1862.72	USD	0.0

Commission	Transmission	USD Equivalent	Transaction Total
25.00	25.00	0.00	1912.72

Branch Prefix and Name	Issue Date (MM-DD-YYYY)	Recurring ID	Debit Account
239 PR - SUC ISLA VERDE-239	07 20 2016		077726103

Originator's Information

Name: JORGE R GARCIA-SANTIAGO

Business / Profession / Occupation: SUPERVISOR DE SALUD CLARO PR

Address: URB MONTE CASINO HEIGHTS
94 CALLE RIO YAGUEZ

City: TOA ALTA State: PUERTO RICO Country: PUERTO RICO Zip Code: 00953

ID Type, Number and Country or State: LICENSE AND COUNTRY OF ORIGIN | 1676065 | PUERTO RICO

Expiration Date: 14-OCT-2019

ID Type, Number and Country or State: | |

Expiration Date:

Pay to Bank (Beneficiary's Bank): BANK OF AMERICA

Address: 300 SOUTH 4 ST LAS VEGAS NEVADA 89101

Account:

ABA or SWIFT Code (Route and Transit Number): VOSAUS3N

Intermediary Bank:

Address:

ABA or SWIFT Code (Route and Transit Number):

Beneficiary's Name: PALM COUNTRY CLUB

Account Number or IBAN ID: [redacted]

Address: 10600 WEST CHARLESTON BLVD

City: LAS VEGAS State: NEVADA Country: Zip Code: 89135

Special Instructions:

Notify by Telephone:

Authorized Person's Information

Name: JORGE R GARCIA-SANTIAGO

Business / Profession / Occupation: SUPERVISOR DE SALUD CLARO PR

Address: URB MONTE CASINO HEIGHTS
94 CALLE RIO YAGUEZ

City: TOA ALTA State: PUERTO RICO Country: PUERTO RICO Zip Code: 00953

ID Type, Number and Country or State: LICENSE AND COUNTRY OF ORIGIN | 1676065 | PUERTO RICO

Expiration Date: 14-OCT-2019

ID Type, Number and Country or State: | |

Expiration Date:

Information of the Person Placing the Order

Name:

Business / Profession / Occupation:

Address:

City: State: Country: Zip Code:

ID Type, Number and Country or State:

Expiration Date:

ID Type, Number and Country or State: | |

Expiration Date:

Purpose of Transaction: PAGO MANTENIMIENTO TIME SHARE

☐ Personal, Family, Household Remittance

We certify the verification of the purpose of the payment in order to determine that it is not prohibited by any applicable regulation or policy.

Required Signatures

Signature(s) of Person(s) Placing the Order

1.

2.

Officer's Name: Felix Maldonado Employee No. 42691

Officer's Signature: [signature] Phone: 787-726-5800

Officer's Signature & No. for Unavailable Funds Authorization:

Approving Officer's Name: Employee No.:

Approving Officer's Signature:

BRA-405 / 4-13 (L)

BANK / CUSTOMER

PR42691

JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Friday, April 06, 2018 10:57 AM
To: Foreclosure; operationssupport@diamondresorts.com
Cc: jorgerafael1210@yahoo.com; 'nitzaacffs@yahoo.com'; Elizabeth Rodriguez Velez Rodriguez; dr_ernesto_garcia@hotmail.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]
Attachments: 20160720143552220.pdf

Buenos días. En los pasados días me comunique con ustedes para que corrigieran mis cuentas, ya que esta transacción de $1862.72 ustedes no la habían resuelto atendido y ajustado en mi cuenta y producto de su error me estaban ejecutando mi propiedad en detrimento de mis intereses.

Hable con una representante de servicio y ésta me indicó que no había pagado la cantidad antes indicada. Al presentarle la evidencia me indicó que debe dialogarlo con el supervisor. Eso fue el pasado viernes y todavía ustedes no se han comunicado conmigo a través del número 7873622437.

Asimismo, le envié una forma para autorizar a mi hermano Jorge R. García Santiago en mi cuenta. Agradeceré se me llame urgentemente, para darle el número de tarjeta que en adelante se realizará el pago del mantenimiento.

Esperamos su atención en este importante caso y no vuelva ocurrir que por falta de interés de la persona que recibió el documento (transacción de pago BPPR) y no lo trabajó, pongan mi propiedad en perdida.

Gracias.

-----Original Message-----
From: Foreclosure [mailto:Foreclosure@diamondresorts.com]
Sent: Wednesday, July 20, 2016 7:40 PM
To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>
Subject: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

Thank you for your e-mail. A new ticket has been created. A Diamond Resorts International Team Member will contact you within 1-2 business days. Please use this ticket number for all future correspondence.

Thank you,

Foreclosure Support

You wrote:
>
>
>
> Enviado desde mi Samsung Mobile de Claro
>
>

JORGE R GARCIA SANTIAGO

From: Foreclosure <Foreclosure@diamondresorts.com>
Sent: Wednesday, July 20, 2016 7:40 PM
To: JORGE R GARCIA SANTIAGO
Subject: [Ticket#2016072010001123] Fwd: REF. TRANSFEREN [...]

Thank you for your e-mail. A new ticket has been created. A Diamond Resorts International Team Member will contact you within 1-2 business days. Please use this ticket number for all future correspondence.

Thank you,

Foreclosure Support

You wrote:
>
>
>
> Enviado desde mi Samsung Mobile de Claro
>
>

BANCO POPULAR®

PO Box 362708
San Juan, Puerto Rico 00936-2708
Teléfonos (787) 765-9800, 751-9800

Junio 4, 2018

Mr Jorge Garcia Santiago
Urb Monte Casino Heights
94 Calle Rio Yaguez
Toa Alta, P.R. 00953

Ref: Transferencia 201607200032428

Estimado (a) Cliente:

Luego de haber verificado nuestros sistemas,certificamos que la transferencia enviada fue acreditada al beneficiario final Palm Country Club el día 20 de Julio 2016 en su cuenta [redacted] por la cantidad de $1862.72 bajo la referencia 201607200032428

Esperamos la información suministrada, sirva sus propósitos.

Cordialmente

2-3772

Aurora Flores
Consultor Bancario
Sucursal Plaza Centro Sur
Teléfono 787-745-8000 Ext. 131586

JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Monday, April 09, 2018 3:37 PM
To: 'Foreclosure'; 'operationssupport@diamondresorts.com'
Cc: 'jorgerafael1210@yahoo.com'; 'nitzaacffs@yahoo.com'; 'Elizabeth Rodriguez Velez Rodriguez'; 'dr_ernesto_garcia@hotmail.com'
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]
Attachments: 20160720143552220.pdf

FUP

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Friday, April 06, 2018 10:57 AM
To: Foreclosure <Foreclosure@diamondresorts.com>; operationssupport@diamondresorts.com
Cc: jorgerafael1210@yahoo.com; 'nitzaacffs@yahoo.com' <nitzaacffs@yahoo.com>; Elizabeth Rodriguez Velez Rodriguez <elimarie50@hotmail.com>; dr_ernesto_garcia@hotmail.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

Buenos días. En los pasados días me comunique con ustedes para que corrigieran mis cuentas, ya que esta transacción de $1862.72 ustedes no la habían resuelto atendido y ajustado en mi cuenta y producto de su error me estaban ejecutando mi propiedad en detrimento de mis intereses.

Hable con una representante de servicio y ésta me indicó que no había pagado la cantidad antes indicada. Al presentarle la evidencia me indicó que debe dialogarlo con el supervisor. Eso fue el pasado viernes y todavía ustedes no se han comunicado conmigo a través del número 7873622437.

Asimismo, le envié una forma para autorizar a mi hermano Jorge R. García Santiago en mi cuenta. Agradeceré se me llame urgentemente, para darle el número de tarjeta que en adelante se realizará el pago del mantenimiento.

Esperamos su atención en este importante caso y no vuelva ocurrir que por falta de interés de la persona que recibió el documento (transacción de pago BPPR) y no lo trabajó, pongan mi propiedad en perdida.

Gracias.

-----Original Message-----
From: Foreclosure [mailto:Foreclosure@diamondresorts.com]
Sent: Wednesday, July 20, 2016 7:40 PM
To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>

Subject: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

Thank you for your e-mail. A new ticket has been created. A Diamond Resorts International Team Member will contact you within 1-2 business days. Please use this ticket number for all future correspondence.

Thank you,

Foreclosure Support

You wrote:
>
>
>
> Enviado desde mi Samsung Mobile de Claro
>
>

JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Monday, April 09, 2018 3:59 PM
To: 'andrea.cano@diamondresorts.com'
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]
Attachments: 20160720143552220.pdf

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Friday, April 06, 2018 10:57 AM
To: Foreclosure <Foreclosure@diamondresorts.com>; operationssupport@diamondresorts.com
Cc: jorgerafael1210@yahoo.com; 'nitzaacffs@yahoo.com' <nitzaacffs@yahoo.com>; Elizabeth Rodriguez Velez Rodriguez <elimarie50@hotmail.com>; dr_ernesto_garcia@hotmail.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

Buenos días. En los pasados días me comunique con ustedes para que corrigieran mis cuentas, ya que esta transacción de $1862.72 ustedes no la habían resuelto atendido y ajustado en mi cuenta y producto de su error me estaban ejecutando mi propiedad en detrimento de mis intereses.

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Sent: Wednesday, July 20, 2016 7:40 PM
To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>
Subject: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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Thank you,

Foreclosure Support

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> Enviado desde mi Samsung Mobile de Claro
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JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Monday, April 16, 2018 10:41 AM
To: andrea.cano@diamondresorts.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

FUP

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Monday, April 09, 2018 3:59 PM
To: 'andrea.cano@diamondresorts.com' <andrea.cano@diamondresorts.com>
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Friday, April 06, 2018 10:57 AM
To: Foreclosure <Foreclosure@diamondresorts.com>; operationssupport@diamondresorts.com
Cc: jorgerafael1210@yahoo.com; 'nitzaacffs@yahoo.com' <nitzaacffs@yahoo.com>; Elizabeth Rodriguez Velez Rodriguez <elimarie50@hotmail.com>; dr_ernesto_garcia@hotmail.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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Gracias.

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Sent: Wednesday, July 20, 2016 7:40 PM
To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>
Subject: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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Thank you,

Foreclosure Support

You wrote:
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> Enviado desde mi Samsung Mobile de Claro
>
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JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Tuesday, April 17, 2018 11:21 AM
To: andrea.cano@diamondresorts.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

Andrea, no he recibido contestación de ustedes. Me indicaron que pasarían el caso a un supervisor el pasado 6 de abril. Favor comunicarse a través del 787-3622437.

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Monday, April 16, 2018 10:41 AM
To: andrea.cano@diamondresorts.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

FUP

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Monday, April 09, 2018 3:59 PM
To: 'andrea.cano@diamondresorts.com' <andrea.cano@diamondresorts.com>
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Friday, April 06, 2018 10:57 AM
To: Foreclosure <Foreclosure@diamondresorts.com>; operationssupport@diamondresorts.com
Cc: jorgerafael1210@yahoo.com; 'nitzaacffs@yahoo.com' <nitzaacffs@yahoo.com>; Elizabeth Rodriguez Velez Rodriguez <elimarie50@hotmail.com>; dr_ernesto_garcia@hotmail.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

Buenos días. En los pasados días me comunique con ustedes para que corrigieran mis cuentas, ya que esta transacción de $1862.72 ustedes no la habían resuelto atendido y ajustado en mi cuenta y producto de su error me estaban ejecutando mi propiedad en detrimento de mis intereses.

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Asimismo, le envié una forma para autorizar a mi hermano Jorge R. García Santiago en mi cuenta. Agradeceré se me llame urgentemente, para darle el número de tarjeta que en adelante se realizará el pago del mantenimiento.

Esperamos su atención en este importante caso y no vuelva ocurrir que por falta de interés de la persona que recibió el documento (transacción de pago BPPR) y no lo trabajó, pongan mi propiedad en perdida.

Gracias.

-----Original Message-----
From: Foreclosure [mailto:Foreclosure@diamondresorts.com]
Sent: Wednesday, July 20, 2016 7:40 PM
To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>
Subject: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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Thank you,

Foreclosure Support

You wrote:
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>
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> Enviado desde mi Samsung Mobile de Claro
>
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JORGE R GARCIA SANTIAGO

From: Andrade, Marcos <Marcos.Andrade@diamondresorts.com>
Sent: Tuesday, April 17, 2018 1:00 PM
To: JORGE R GARCIA SANTIAGO; jorgerafael1210@yahoo.com
Subject: Diamond Resorts

Senor Garcia,

Por favor envíeme la información por acá,

Saludos,

Marcos Andrade | Reservations Specialist | Tel: 407-226-1000 ext 16501 | Fax:407-226-9505

Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Tuesday, April 17, 2018 1:40 PM
To: 'Marcos.Andrade@diamondresort.com'
Cc: 'jorgerafael1210@yahoo.com'; 'dr_ernesto_garcia@hotmail.com'; 'Elizabeth Rodriguez Velez Rodriguez'
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]
Attachments: 20160720143552220.pdf

Buenos tardes. Primeramente le expreso agradecimiento por la atención que usted me prestó. Ya que anteriormente llamaba y escribía, y no prestaban atención.

Hoy llegué ante usted luego de varias llamadas, ya que mi villa cayó en Floreclosure sin dame ninguna oportunidad y por error de la persona que recibió el pago (véase attach) y no lo incluó en mi cuenta.

Sometí un pago por la cantidad de 1872.32 a la cuenta de Bank of América - Palm Country Club la cual incluyo.

He hablado con muchas personas y escrito desde el mes de marzo y no me atienden en detrimento de mis intereses. Necesito darle el número de mi tarjeta para que actualicen mis cuentas y se clarifique el error de diamond.

Espero por su ayuda. Gracias anticipadas. Puede contactarme a través de 7873622437

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Monday, April 09, 2018 3:59 PM
To: 'andrea.cano@diamondresorts.com' <andrea.cano@diamondresorts.com>
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Friday, April 06, 2018 10:57 AM
To: Foreclosure <Foreclosure@diamondresorts.com>; operationssupport@diamondresorts.com
Cc: jorgerafael1210@yahoo.com; 'nitzaacffs@yahoo.com' <nitzaacffs@yahoo.com>; Elizabeth Rodriguez Velez Rodriguez <elimarie50@hotmail.com>; dr_ernesto_garcia@hotmail.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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Gracias.

-----Original Message-----
From: Foreclosure [mailto:Foreclosure@diamondresorts.com]
Sent: Wednesday, July 20, 2016 7:40 PM
To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>
Subject: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

Thank you for your e-mail. A new ticket has been created. A Diamond Resorts International Team Member will contact you within 1-2 business days. Please use this ticket number for all future correspondence.

Thank you,

Foreclosure Support

You wrote:
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>
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> Enviado desde mi Samsung Mobile de Claro
>
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JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Tuesday, April 17, 2018 2:54 PM
To: marcos.Andrade@diamondresorts.com
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]
Attachments: 20160720143552220.pdf

Disculpa no escribí resorts.

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Tuesday, April 17, 2018 1:40 PM
To: 'Marcos.Andrade@diamondresort.com' <Marcos.Andrade@diamondresort.com>
Cc: 'jorgerafael1210@yahoo.com' <jorgerafael1210@yahoo.com>; 'dr_ernesto_garcia@hotmail.com' <dr_ernesto_garcia@hotmail.com>; 'Elizabeth Rodriguez Velez Rodriguez' <elimarie50@hotmail.com>
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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Espero por su ayuda. Gracias anticipadas. Puede contactarme a través de 7873622437

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Monday, April 09, 2018 3:59 PM
To: 'andrea.cano@diamondresorts.com' <andrea.cano@diamondresorts.com>
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

------Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Friday, April 06, 2018 10:57 AM
To: Foreclosure <Foreclosure@diamondresorts.com>; operationssupport@diamondresorts.com
Cc: jorgerafael1210@yahoo.com; 'nitzaacffs@yahoo.com' <nitzaacffs@yahoo.com>; Elizabeth Rodriguez Velez Rodriguez <elimarie50@hotmail.com>; dr_ernesto_garcia@hotmail.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>
Subject: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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Thank you,

Foreclosure Support

You wrote:
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> Enviado desde mi Samsung Mobile de Claro
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JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Thursday, April 19, 2018 2:37 PM
To: 'Andrade, Marcos'; jorgerafael1210@yahoo.com
Subject: RE: Diamond Resorts

Recuerde llamarme mañana. Saludos cordiales.

From: Andrade, Marcos [mailto:Marcos.Andrade@diamondresorts.com]
Sent: Tuesday, April 17, 2018 1:00 PM
To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>; jorgerafael1210@yahoo.com
Subject: Diamond Resorts

Senor Garcia,

Por favor envíeme la información por acá,

Saludos,

Marcos Andrade | Reservations Specialist | Tel: 407-226-1000 ext 16501 | Fax:407-226-9505

Diamond Resorts™ | Stay Vacationed.®

JORGE R GARCIA SANTIAGO

From: Andrade, Marcos <Marcos.Andrade@diamondresorts.com>
Sent: Friday, April 27, 2018 9:03 AM
To: JORGE R GARCIA SANTIAGO; jorgerafael1210@yahoo.com
Subject: Diamond Resorts

Buenos Días Sr. Garcia,

Espero se encuentre bien. Le escribo para dejarle saber que mi supervisora todavía está trabajando en su cuenta y por eso no lo he llamado, apenas ella termine le hago una llamada y le dejo saber.

Saludos y feliz día,
Marcos

Marcos Andrade | Reservations Specialist | Tel: 407-226-1000 ext 16501 | Fax:407-226-9505

Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Friday, April 27, 2018 1:32 PM
To: 'Andrade, Marcos'; jorgerafael1210@yahoo.com
Cc: 'dr_ernesto_garcia@hotmail.com'; 'Elizabeth Rodriguez Velez Rodriguez'
Subject: RE: Diamond Resorts

Gracias por la información. Saludos cordiales.

From: Andrade, Marcos [mailto:Marcos.Andrade@diamondresorts.com]
Sent: Friday, April 27, 2018 9:03 AM
To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>; jorgerafael1210@yahoo.com
Subject: Diamond Resorts

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Marcos

Marcos Andrade | Reservations Specialist | Tel: 407-226-1000 ext 16501 | Fax:407-226-9505

Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

JORGE R GARCIA SANTIAGO

From: Andrade, Marcos <Marcos.Andrade@diamondresorts.com>
Sent: Friday, May 04, 2018 3:34 PM
To: JORGE R GARCIA SANTIAGO; jorgerafael1210@yahoo.com
Cc: dr_ernesto_garcia@hotmail.com; Elizabeth Rodriguez Velez Rodriguez
Subject: RE: Diamond Resorts

Buenas tardes Sr. Garcia,

Déjeme saber si lo puedo llamar para que hablemos sobre su cuenta,

Saludos,

Marcos Andrade | Reservations Specialist | Tel: 407-226-1000 ext 16501 | Fax:407-226-9505

Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

From: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>
Sent: Friday, April 27, 2018 1:32 PM
To: Andrade, Marcos <Marcos.Andrade@diamondresorts.com>; jorgerafael1210@yahoo.com
Cc: dr_ernesto_garcia@hotmail.com; Elizabeth Rodriguez Velez Rodriguez <elimarie50@hotmail.com>
Subject: RE: Diamond Resorts

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Gracias por la información. Saludos cordiales.

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Sent: Friday, April 27, 2018 9:03 AM
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Subject: Diamond Resorts

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Saludos y feliz día,
Marcos

Marcos Andrade | Reservations Specialist | Tel: 407-226-1000 ext 16501 | Fax:407-226-9505

Diamond Resorts™ | Stay Vacationed.®

Please consider the environment before printing

JORGE R GARCIA SANTIAGO

From: JORGE R GARCIA SANTIAGO
Sent: Thursday, May 17, 2018 8:22 AM
To: 'aurora.flores@popular.com'
Cc: 'Elizabeth Rodriguez Velez Rodriguez'; dr_ernesto_garcia@hotmail.com
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]
Attachments: 20160720143552220.pdf

Aurora, buenos días. Incluyo transferencia. Esta se le envió a Diamond Resort el pasado 16 de julio de 2016. Lo que nos interesa conocer si fue cobrada por Diamond en las Vegas, necesito una certificación de ustedes como que fue cobrada.

Saludos.

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Tuesday, April 17, 2018 1:40 PM
To: 'Marcos.Andrade@diamondresort.com' <Marcos.Andrade@diamondresort.com>
Cc: 'jorgerafael1210@yahoo.com' <jorgerafael1210@yahoo.com>; 'dr_ernesto_garcia@hotmail.com' <dr_ernesto_garcia@hotmail.com>; 'Elizabeth Rodriguez Velez Rodriguez' <elimarie50@hotmail.com>
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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He hablado con muchas personas y escrito desde el mes de marzo y no me atienden en detrimento de mis intereses. Necesito darle el número de mi tarjeta para que actualicen mis cuentas y se clarifique el error de diamond.

Espero por su ayuda. Gracias anticipadas. Puede contactarme a través de 7873622437

-----Original Message-----
From: JORGE R GARCIA SANTIAGO

Sent: Monday, April 09, 2018 3:59 PM
To: 'andrea.cano@diamondresorts.com' <andrea.cano@diamondresorts.com>
Subject: FW: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

-----Original Message-----
From: JORGE R GARCIA SANTIAGO
Sent: Friday, April 06, 2018 10:57 AM
To: Foreclosure <Foreclosure@diamondresorts.com>; operationssupport@diamondresorts.com
Cc: jorgerafael1210@yahoo.com; 'nitzaacffs@yahoo.com' <nitzaacffs@yahoo.com>; Elizabeth Rodriguez Velez Rodriguez <elimarie50@hotmail.com>; dr_ernesto_garcia@hotmail.com
Subject: RE: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

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Esperamos su atención en este importante caso y no vuelva ocurrir que por falta de interés de la persona que recibió el documento (transacción de pago BPPR) y no lo trabajó, pongan mi propiedad en perdida.

Gracias.

-----Original Message-----
From: Foreclosure [mailto:Foreclosure@diamondresorts.com]
Sent: Wednesday, July 20, 2016 7:40 PM
To: JORGE R GARCIA SANTIAGO <jrgarcia@claropr.com>
Subject: [Ticket#2016072010001114] Fwd: REF. TRANSFEREN [...]

Thank you for your e-mail. A new ticket has been created. A Diamond Resorts International Team Member will contact you within 1-2 business days. Please use this ticket number for all future correspondence.

Thank you,

Foreclosure Support

You wrote:
>
>
>
> Enviado desde mi Samsung Mobile de Claro
>
>

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/04/2018

jack ng
po box 1295/ 11 walnut street
Greenwood Lake, NY, 10925

Phone: (845) 367-1796
Email: ngbiker1@aol.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Time share insurance policy
Street Address: po box 1295/ 11 walnut street
City: Greenwood Lake

Questions/Comments:
Hello, I own a time share in Kissimee Florida and recently received a bill for a "special assessment fee" due to damage from the recent hurricane that Florida experienced. when I spoke to the person from Diamond resort international, which is the parent company of the timeshare to see if I could obtain a copy of the insurance policy, she informed me that they had no information about the company. I would like to find out what their insurance policy covers, so that I am not unfairly charged this fee. Thank you

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/27/2018

Allison Stilley
1325 Sedwick Rd
Durham, NC, 27713

Phone: (919) 624-2215
Email: allison.h.stilley@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Unsolicited phone calls
Street Address: Unknown
City: Orlando, FL Orange
Phone: (407) 222-7669; (407) 545-8994

Questions/Comments:
I am receiving repeated phone calls from "vacation resorts" in Florida, including "Diamond Resorts" at 407-545-8994. I have repeatedly asked how they received my data and they claim to be part of both RCI and Hilton and that Hilton provided all my data to them. I have confirmed with Hilton repeatedly that this is a fraudulent scam and they are not releasing my data. I have repeatedly asked these organizations to stop calling, reminded them that I am on the do not call registry, and reported them to the FCC. I'm tired of receiving unsolicited phone calls from supposed vacation timeshare sellers in the state of Florida. I want them to stop.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/12/2018

Renee Bellomo
9565 Falls Road
West Falls, NY, 14170

Phone: (716) 698-4676
Email: bellomors@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Diamond Resorts International
Street Address: 7600 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Phone: (407) 226-9649
Date of Transaction: 11/19/2017
Amount Paid: $34,920.00

Questions/Comments:
My husband, mother and I were told that our existing deed of 12,000 points was worthless. Diamond told us they were obligated to give us the option to buy our existing deed but in order for them to do that we needed additional points. We were told we needed a minimum of 21,000 points in order for them to buy out our old deed. The agreement was the purchase of our original deed plus the extra points to result in a new Diamond Deed worth 21,000 points. We did not have the proper paperwork or the signatures with us for them proceed with the transaction. They knew we could not get any of that until after our vacation was over and we were back in New York. During the eight (8) hours that we were there, they were in and out of the office several times with amended paperwork. The paperwork showed one payment and one maintenance fee for the complete transaction. We asked several times while we were there, if we couldn't get the needed paperwork and signatures, then what? And we were told each and every time, don't worry about it "we will work it out", "nothing is valid until we get the paperwork back". Throughout the whole process we were misled into believing it was one contract and it was dependent on the paperwork we needed to return and the signatures we needed to provide. Not once was it ever stated by anyone that this was two different transactions. We left with the understanding that nothing was valid until they received the proper paperwork. This company took full advantage of us and totally misled us and is unwilling to even try to work with us to come to a peaceful resolution. After all of this we quite honestly don't want anything to do with them and have no interest in even keeping our current deed with them because of all the stress they have caused our family.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/14/2018

KEVEN WELSCH
15626 STARLING WATER DR.
Lithia, FL, 33547

Hillsborough
Email: knmw1_2000@yahoo.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Orbit One Vacation Villas
Street Address: Entry Point Blvd
City: Kissimmee, FL Osceola
Phone: 1-800-463-7256
Website: Diamond Resorts.com
Date of Transaction: 12/14/2017
Amount Paid: $862.22

Questions/Comments:
I am an owner of one week Orbit One. This resort was damaged because of the hurricane and will not be opened until next year. I will lose my week or join their exchange club for a substantial fee or try to go to six resorts that I have a hard time to get in to and still have to pay a fee. They will give me no other options. I pay a maintenance fee every year. I have a clean account. December 14, 2017, I paid $862.22 for maintenance. I want my maintenance fee back. Thank You
Please, I want my Maintenance fee returned.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/08/2018

Michael & Dora Hagger
11202 St. Andrews Court
Riverview, FL, 33579

Hillsborough
Phone: (813) 728-8818
Email: haggermd@outlook.com

Name/Firm/Company: Daytona Beach Regency/ Diamond Resorts
Subject/Category: Timeshare Cancellation
Street Address: 400 N. Atlantic Avenue
City: Daytona Beach, FL 32118 Volusia
Phone: (800) 438-2929
Website: diamondresortsandhotels.com
Date of Transaction: 10/01/2017
Amount Paid: 79050.

Questions/Comments:
This was our formal complaint sent to Diamond Resorts and we have had no response. Sent in 12/12/2017. Attn: Cancellation Department
Contract # 17799041
Member # 61-3293904 Good Afternoon, I am respectfully requesting cancellation of this agreement. I am a service connected veteran with a severe hearing disability. During this “owners update” the sales floor was full of customers, people talking, there was very loud background music and my hearing was so distorted that I was unable to hear the salesperson or to understand completely what I purchased. I did ask to move to another more quiet location several times or at least have the music turned down, after explaining my hearing disability, but the salesperson told me there was nothing that can be done. We have been a Club Owner since 2005 with Club Navigo and had paid off our timeshare. In December 2014, we received a letter that Diamond Resorts Financial Services, Inc. servicing our account, we assumed that meant maintenance fees. In July of 2015, we visited Liki Tiki and attended an owners update; there we learned that Diamond Resorts had bought Liki Tiki and was told that Diamond was a much more superior product. We were told as per protocol that we were required to Upgrade into the Diamond Program. After signing the contract and putting down a large down payment and applying for a credit card, we became temporary “Silver” owner. As a result we received a trip to anyplace we wanted to go, but ended up in Hawaii, I did not understand why, but when we arrived in Hawaii, we were told that we were require to attend another Owners Update in order to receive the vacation incentives, they again talked us into upgrading to “Gold” level and our “Silver” would be replaced with a Hawaii Collection. Again we signed another contract along with another huge down payment. We thought we made the right decision and done well until we received request for payments for Both the Silver and Gold memberships to include Two separate maintenance fees. We called the Las Vegas office for an explanation and were told there was nothing we could do, that we did not upgrade (as we were under the impression) rather we bought a separate week and due to some date had already expired we could not change anything, so for 21 months we had to pay for two properties. In September 2017 we attended another update hoping to fix this problem and at that time we were told that Diamond had been sold to Apollo. In October 2017, we vacationed at the Daytona Beach Regency and at check in, was again set up for another owners update. We actually looked forward to this one to learn more about the Gold Membership and our benefits. To our dismay, your staff again hit us with a sales presentation and told we were required to become “Platinum” members. We were told that Platinum offered a premiere rental program that would offset maintenance fees and other cost, that this program was designed specifically for “Gold” members to move into a Platinum level. We said NO! Then a manager came in and informed us of all the benefits and told us this upgrade would become a financial investment for us and our kids future. We have been lied to and scammed 3 times by your organization and are done with it. We have a bill now for two separate properties, when we were told it was only one property, we were perfectly content with our original

ownership that was paid for. We went through tremendous high pressure sales tactics and promised all sorts of things that were untrue. Due to my hearing disability, I truly never understood exactly what was being said and once everything was reviewed by us and we tried to cancel, we were told something about a date being expired and we were stuck with this purchase. The nightmare ensued, the 90 minute presentation turned into a 8 hours of HIGH PRESSUE sales by staff. We continued to say “NO!” and salesperson after salesperson approached us with different offers; the final offer we were given was taking my existing timeshare in on trade. This entire purchase was made under false pretenses and total misrepresentation by your staff! We respectfully request cancellation for the following reasons: 1. Purchased under Duress, each presentation was over 5 HOURS LONG!!!!. 2. Fraudulent sales practices. 3. I was subject to extremely High Pressure Sales Tactics; after telling one salesmen and a manager after another NO many, many times, they would change personnel. 4. I was told this purchase could be used for business purposes and tax advantages, Not True! 5. Total misrepresentation of your product and its advantages. 6. Told we were required to upgrade and everything would be put into one program.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/09/2018

Catherine Neff
1905 Bitner Road
Corinth, MS, 38834

Phone: (662) 286-7086
Email: rwneff@comcast.net

Name/Firm/Company: Diamond Resorts /Embrac- Sandestin ,
Subject/Category: failure to refund deposit on timeshare or give any feedback on 3 day contract opt out
Street Address: 8626 Baytown Ave
City: Sandestin, FL 38834-7124 Alcorn
Phone: (662) 286-7086
Date of Transaction: 12/13/2017
Amount Paid: 9,198.00

Questions/Comments:
sent contract termination letter/15/17,relieved and sign for 12/18. contact numbers ,contract date and location ,and request for the 9,198.oo dollars taken from Chase credit card. had to call to confirm cancellation 12/22/17. there was no written{or text] from Diamond Resort Finance's in Las Vegas . We had left a copy of letter at Embarc lobby,12/15/17 and received a call them the following Monday & Tueuday to confirm the cancellation.. Told refund on way,call Johnny Overman, ,Sandestin Embarc Contracts Manager 12/28/17 to get more info since calls to Diamond were confusing and evasive to Nevada,. Johnny stated refund would be done in 14 days.{Ebarc / Diamond's contract page 8 of 8 states refund within 20 calendar days of termination letter].No sign of refund 1/9/2018 ,called Johnny. Then given 800 205 7555 ext 60464 - spoke to Mr.Sam Rose at 1:40 pm today, 1/09/18. He 's looking into it. stated monies were First American Tittle co. no email address or phone number available to me. I still have not received in of this by text,email,letter and call backs by Johnny and Sam,but I had to call and inquire first..the 9,198.00 dollar deposit has not been refunded .

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/12/2018

Phillip and Barbara Poe
20341 N Prairie Lane
Centralia, IL, 62801

Phone: (618) 310-5951
Email: pbpoe1@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Time Share
Street Address: 400 North Atlantic Avenue
City: Daytona Beach, FL 32118 Volusia
Phone: (386) 255-0251
Website: www.diamondresorts.com
Date of Transaction: 06/12/2018
Amount Paid: 13,260.00

Questions/Comments:
The agent, Claudel Noel (#25224) totally misrepresented what we bought. He said we got 12 "Get Away" weeks each year. When we attended an orientation meeting in Branson, MO July 9-12, 1018 we were told by agent Ryan (don't remember last name) that there were no such things as "Get Away" weeks. Since that time we have contacted the company at their Las Vegas office and filed a disputed claim with our credit card company, Chase Bank. The only thing Chase did was determine we were billed correctly, which we already knew. I asked Diamond Resorts to cancel our contract which they refused to do. According to them we only had 10 days in which to cancel. On June 12 we were told by agent Noel that we should wait 14 days before contacting the company to set up a date for the orientation meeting. Until we attended the meeting on July 9-12 in Branson we had no way of knowing what we had actually purchased, which turned out to be nothing like we were led to believe. Until after that date we did not have log in information for the web site to see what we actually purchase. At orientation meeting which was actually nothing but another sales pitch we found out we had been deceived and began the process to cancel our contract. As of this date we have been unsuccessful in our efforts to cancel. This company and their agents needed to be thoroughly investigated. I know we will probably never get our money back, but the company should not be allowed to continue deceiving people. I have a much more detailed account of all that has transpired and how we were deceived in a statement I sent to Chase Bank on August 8. I will be glad to send you a copy. Thank you for your efforts and please do all you can go stop this deceptive practice. Respectfully, Phillip Poe

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/24/2018

Charles Coutcher
3330 Oakdale Place
, ,

Phone: (352) 430-3694
Email: ccouther@netzero.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: 180000-7551-Charles Coutcher vs Diamond Resorts International -
Street Address: 400 North Atlantic Ave
City: Daytona Beach, Florida 32118 Volusia
Phone: (877) 374-2582
Date of Transaction: 04/29/2018
Amount Paid: $3,995.00

Questions/Comments:
07/24/2018
RFA Submitted for : Sumter@SvCinTheVillages.org State Case Ref# 180000 Office Case # 7551
RFA Status: OPEN Report Taken By:Bryan Lifsey
Today's Date: 07/24/2018 13:16:00
Date of Complaint: Agreement Location/Jurisdiction: Waterfront Inn, The Villages, FL Case Category:
Case Subcategory: Complainant's Name: FL Address - Street: 3330 Oakdale Place
FL City: FL Zip Code: Non-Florida Address - Street: City: State: Zip Code: Country: Preferred
phone: 352-430-3694 Preferred Email: ccouther@netzero.net
Other Phone: Other Email: Military Status: Veteran Age Range: 70-79 Gender: Male
Preferred Contact Method: Preferred Phone Complaint Against Business Name and Owner: Diamond
Resorts International Address Street/City/State/Zip: 400 N. Atlantic Ave., Daytona Beach,FL 32118
Telephone(s): 877-374-2582 Date of Incident: 04/29/2018
Estimated Loss $: $3,995.00 Payment Method: Credit Card
Reason(s) for Complaint: High pressure sales pitch at free dinner. Resulted
in signing a membership application and paid $3,995.00 fee. Research shows
company sued in a class action lawsuit in Las Vegas for one billion dollars. I
will try to join that class action lawsuit by contacting the law firm
involved. Until I can get this resolved, I will continue to pay the monthly
bill. Supporting Documents: Contract, Credit Card statement, Class Action info. Desired Resolution?
Cancel Contract, get charges cancelled, cancel credit card. Submitted by: ccic@svcproject.com
Add'l Closing Info: OAG Case Number if applicable: Date Case Closed: Close Code: $$$ Recovery:
Realized Gain: Complaint Category: Complaint Subcategory: Closure Notes: Case Research Information:
Case 5yr History: 0 cases
CCIC Archive: 1 cases
Better Business Bureau: 1121 complaints
FL Div of Consumer Services: 40 complaints
Inc/LLC Active with FL Dept of State - Division of Corporations: Yes
1532452575020 PLEASE NOTE "The Seniors vs. Crime Project does not offer or provide legal
services or legal representation. Any response provided by a Seniors vs. Crime
representative is not legal advice, is not a definite statement of the law,
and is not a complete analysis of this area of inquiry."

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/15/2018

Edwin Rosario
614 SE Wenona Ave
Ocala, Florida,

Marion
Email: edwinrosario4608@gmail.com

Name/Firm/Company: Diamond Resorts, Grand Villa's
Subject/Category: Hussled for additional fees at Grand Villa's Resort, Orlando, FL
Street Address: 12118 Turtle Cay Circle
City: Orlando, FL 34471 Orange
Phone: 352.286-6647
Website: Diamond Resorts.com
Date of Transaction: 07/15/2018
Amount Paid: 166.41

Questions/Comments:
We booked one night for our niece's wedding
07/15/2018. We paid in full 7months ago. We had a confirmation number. We arrived and were told the room wasn't available that we resvered and it would not be ready and they didn't know when it would be ready. We it appeared they were over booked and offered us a handicapped room which was unacceptable, since we are not handicapped and realize that it showed be only available for the handicapped. They gave us a terrible time. A young Spanish man gave us a terrible time, the room was paid for and he asked us for an additional 100.00 dollars. Prior to this event the debit card that we paid the stay was changed because the Bank cancelled that card due to a security problem with hacks. We offered to pay cash, he would not take it, and cancelled our reservation and said we had to get in contact with the purchasing agent. Hence, we travelled two and one half hours, could not find d a hotel to stay, and could not attend our wedding. We had to drive exhausted from that resort back home and were treated as if were a nuisance. That Spanish young man smerked at us and called over a second manager then a third who treated us terribly when I said that I felt were pushed aside because we could see they were over booked. We left exhausted, and they did not return our money. Please help us.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/24/2018

Charles Coutcher
3330 Oakdale Place
, ,

Phone: (352) 430-3694
Email: ccouther@netzero.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: 180002-7551-Charles Coutcher vs Diamond Resorts International

Questions/Comments:
07/24/2018
RFA Submitted for : Sumter@SvCinTheVillages.org State Case Ref# 180002 Office Case # 7551
RFA Status: CLOSED Report Taken By:Bryan Lifsey
Today's Date: 07/24/2018 13:31:59
Date of Complaint: Agreement Location/Jurisdiction: Waterfront Inn, The Villages, FL Case Category: Timeshares
Case Subcategory: Business - Misrepresentation Complainant's Name: FL Address - Street: 3330 Oakdale Place
FL City: FL Zip Code: Non-Florida Address - Street: City: State: Zip Code: Country: Preferred phone: 352-430-3694 Preferred Email: ccouther@netzero.net
Other Phone: Other Email: Military Status: Veteran Age Range: 70-79 Gender: Male
Preferred Contact Method: Preferred Phone Complaint Against Business Name and Owner: Diamond Resorts International Address Street/City/State/Zip: 400 N. Atlantic Ave., Daytona Beach,FL 32118
Telephone(s): 877-374-2582 Date of Incident: 04/29/2018
Estimated Loss $: $3,995.00 Payment Method: Credit Card
Reason(s) for Complaint: High pressure sales pitch at free dinner. Resulted in signing a membership application and paid $3,995.00 fee. Research shows company sued in a class action lawsuit in Las Vegas for one billion dollars. I will try to join that class action lawsuit by contacting the law firm involved. Until I can get this resolved, I will continue to pay the monthly bill. Supporting Documents: Contract, Credit Card statement, Class Action info. Desired Resolution? Cancel Contract, get charges cancelled, cancel credit card. Submitted by: ccic@svcproject.com
Add'l Closing Info: OAG Case Number if applicable: Date Case Closed: 07/24/2018 Close Code: ADM=Administratively Closed
$$$ Recovery: Realized Gain: Complaint Category: Timeshares
Complaint Subcategory: Business - Misrepresentation
Closure Notes: complainant joining class action lawsuit Case Research Information: Case 5yr History: 0 cases
CCIC Archive: 1 cases
Better Business Bureau: 1121 complaints
FL Div of Consumer Services: 40 complaints
Inc/LLC Active with FL Dept of State - Division of Corporations: Yes
1532453542916 PLEASE NOTE "The Seniors vs. Crime Project does not offer or provide legal services or legal representation. Any response provided by a Seniors vs. Crime representative is not legal advice, is not a definite statement of the law, and is not a complete analysis of this area of inquiry."

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/08/2018

Michael and Carol Anderson
2563 Renae Dr,
Muskegon, MI, 49442

Phone: (231) 730-3393
Email: carol_lynn_anderson@yahoo.com

Name/Firm/Company: Diamond Resorts Olrlando Corporate Office
Subject/Category: New Timeshare Assessment due to Hurricanes in Florida
Street Address: 8415 SouthPark Circle
City: Orlando, FL Orange
Website: Diamond Resorts.com
Amount Paid: to be assesed

Questions/Comments:
We own 2 timeshares in Kisseemee Florida. Recently we received notice that due to the hurricanes damaging winds, that there would be a new assessment per unit, to cover costs that the insurance would not pay. The insurance will increase the deductable by 5%, When we were there in September we noticed minimal damage at best.I am a retired home builder. If we have funds in reserve, which is stated on our yearly maintenance fee statement, why are we being asked to pay a new assessment per unit? There is a special meeting to be held at the Corporate office on January 17, 2018 at 3:00 pm. where the Board of Directors is voting to pass the special assessment and the owners are not allowed to vote. The proposed assessment of $6,354,884.00 includes $4,571,859.00 for hurricane remediation and repairs and allowance of bad debt of $1,783,025.00 (why is this our problem?). If approved the special assessment by Interval would be as follows, with a due date still to be determined, but no sooner than March 18, 2018. By my caculations they are trying to replace 16 townhouse roofs with an occupancy of 4 units times, total 52 weeks, equals 3,328 units times $190.05 equals $632,486.40. ($39,530.75 per unit) . Thank you for your attention in this matter as this seems over in flatted, to say the least. (There is over 600 units at Liki Tiki.) We would be more than happy to fax you the letters we have recieved if needed for your records.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/06/2018

ursula McClymont
607 Queenstown Road
Severn, MD, 21144

Phone: (410) 519-0335
Email: poux0606@verizon.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare
Street Address: 607 Queenstown Road
City: Severn, MD 21144
Date of Transaction: 05/29/2014
Amount Paid: $6614.00

Questions/Comments:
We were deceived into giving up our deed to sell us points Diamond Resorts Member Number: 56-1600136352 19,500 points Loan (Promissory Note Number): 23349172 Maintenance Fees: $1968.99, over $1200 for the palms, plus $465 assessment fees Location purchased: Kissimmee, Florida Agent: Marvin Whitaker Original Loan Amount: $26,106.00 Total purchase price: $31,970.00 ($6614 downpayment) Loan #: 23349172 Interest: 11.6425% Current Loan Amount: $20,287.71 We had an original week which was paid for. November 29, 2017 We sent this complaint to DRI Advocacy several months ago but there was no response. Please respond by December 8th before I file a complaint with the Better Business Bureau The Florida Real Estate Division against Marvin Whitaker The Attorneys General of Florida and Maryland The Consumer Financial Protection Bureau In January 2015, I wrote a letter to then Diamond CEO, Stephen Cloobeck informing him of my disappointment in being tricked by his sales people. In May of 2014, after 15 years of owing a unit at The Palms Country Club in Florida, I used my timeshare to celebrate my friend's 50th birthday. While there I was told that the traditional timeshare did not exist because the Palms went bankrupt. I was told letters were sent to all original owners to give them the opportunity to switch at a low cost to a point system. Since we did not receive the original communication (I know know is just a deceptive sale comment designed to confuse), we were being allowed to switch to points at the lower cost per point than offered originally. They pointed out that because the Palms no longer existed, it would be more costly for us to continue under the old system as the building were old and required costly maintenance. They also gave an example that if a natural disaster occurred the cost to repair would be astronomical and would be included in our assessment fees. The point system would eliminate all these risks. None of this was true. We could have kept our deeded week. Because of the conversion to a point system, we would no longer have the option of using our routine week in May (week 21) and we would not have the assessment fees associated with it. The obvious deception came in 2015 when I received bills for point maintenance fees ($2154.78 for the points) and $1155.17 annual fee for the original unit which I was told no longer existed. No one responded to my letter. I have sent several emails since with very generic responses and no answer to why I had to pay for the annual fees on the original unit. I was also told that the fees are tax deductible only to discover they are not. I was also promised that booking vacation in areas where there was never availability would not be a problem as they owned many facilities worldwide. They have also stated on several occasions that my co-purchaser is not listed on the points document. If this is the case, no conversion of the unit to points can take place as she was on the original deed. We enjoyed our traditional unit, even though we did not use it often. The Palms team appeared to have some integrity. I have friends who have timeshares with other companies and have no issues. Diamond should be ashamed of their behavior. Thanking you in advance, Ursula McClymont (AKA Cheryl Walters)

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/08/2018

Arlene Hodge
4080 Vermont Route 11
Londonderry, VT, 05148

Phone: (802) 824-3031
Email: shopwoman@comcast.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
City: Las Vegas, NV
Date of Transaction: 04/05/2018
Amount Paid: 8000

Questions/Comments:
The purchase was made in Orlando, even though the corporate office is in Las Vegas. We upgraded with Diamond Resorts International on April 5th of this year. Soon after (April 19th) we contacted them about cancellation. In an answer dated April 24th they denied us saying that we had missed the rescission date. While that may be technically true, there are extenuating circumstances. When my husband was out of the room at the sales presentation, I told the sales rep, Isaic Claudio, that he was having a hard time with forgetfulness. Instead of empathy, the sales rep went to see about alternative offers, less expensive than what he had offered. The rep went right on as though he hadn't heard me. My husband returned to the table and a full six hours later after much haggling we bought the update and left the session. Isaic talked real fast and wrote lots of numbers down and tried to get us to understand but instead we got more and more confused. He gave us personal assurance that he would be there for us. The salesmen pressured us greatly to get the upgrade, in spite of us telling them that we couldn't afford it this late in life. They told us that they were there just to help us get the best deal possible, and gave no heed to medical conditions or our ages. They in fact took advantage of us being senior citizens and my husband's memory loss. If he can't remember very well, how does that translate into a cognizant appreciation of the fine points of the many-page contract? The fact is that it doesn't. He understood some but then forgot some, too. The salesmen pretended to be our friends, promising affordable vacations and the latest upgrade to Platinum Plus membership. They told us that we would be Platinum forever. They told us that they would be there if we had any problems. That promise lasted only until the ink dried, then they didn't know our names. The manager who came to assist Isaic was the same person who assisted in our upgrade in 2016 at Cypress Point. He was familiar with us and our struggles (financial and medical). He knew and still took advantage. We have used the timeshare about five times since we first bought it. We wanted it then and could afford it then. This upgrade got us in way over our heads. The sales reps didn't tell us about the rescission period. We never cared about it before because we hadn't wanted to cancel before. This time finding out three days too late that the sales reps lied to us about the benefits of their help meant that we got an automatic refusal. We do emphatically want this canceled. The sales reps put pressure on us to upgrade and ignored concerns we had about money and medical issues. Most recently we sent them 42 pages of medical records. They answered by demanding additional information. We refuse to kowtow to them. They have all they need from us.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/07/2018

Berthia Maurer
4420 NW Claymont Wds Dr
Gladstone, MO, 64116

Phone: (816) 453-9928
Email: dmaurer@kc.rr.com

Name/Firm/Company: DIAMOND RESORTS INTERNATIONAL
Subject/Category: Vacation Membership Fraud
Street Address: 8651 Treasure Cay Lane
City: Orlando, FL 32836 Orange
Date of Transaction: 02/26/2018
Amount Paid: 3999.00

Questions/Comments:
Deceptive and unethical sales practices

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/25/2018

mary reynolds
403 Thoroughbred Way
Deland, FL, 32724

Volusia
Phone: (386) 747-8799
Email: reynolds.m@live.com

Name/Firm/Company: Diamond Resorts US Collection LLC
Subject/Category: Time Share
Street Address: 10600 W Charleston Blvd
City: Las Vegas, NV 89135
Phone: (877) 787-0906
Website: diamondresortsvacation.com
Date of Transaction: 03/15/2018
Amount Paid: 1380.00

Questions/Comments:
I have sent via certified mail (confirmed receipt) requesting cancellation of contract. this was sent within their specified time frame. No contact with me has been returned and I am concerned based on internet comments and feedback as to their response to my cancellation. I need assistance in confirming cancellation of said contract #17691220B
I was presented this in orlando Florida

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/29/2018

Sean Huie
3316 Ten Acre Rd
Panama City, FL, 32405

Bay
Phone: (248) 326-8414
Email: sean.e.huie.mil@mail.mil

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshares
Street Address: 7600 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Website: www.diamondresorts.com
Date of Transaction: 03/15/2018
Amount Paid: $40,000

Questions/Comments:
The complaint is simple. The Diamond sales team basically has figured a way to do legalized racketeering. Some of the tactics I witnessed as I have been a member for 8 months include, hostage, withholding food, following potential customers into the bathroom, lying on credit reports to extend credit, making false claims to persuade me the other way. I basically told them I was not interested in the properties in their portfolio. Good bye. The salesman countered that I could join and use the points to go to sporting events, concerts and that Diamond is acquiring new properties aggressively. He made it look like it was a good investment. I still get calls daily from the main line about new offers.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/16/2018

Celeste Hammon
9708 NE 104th Way
Vancouver, WA, 98662

Phone: (360) 690-5730
Email: hotmessceleste@gmail.com

Name/Firm/Company: Grand Villas Diamond Resorts/Diamond Resorts US Collection Development LLC
Subject/Category: Timeshare Getaway Package
Street Address: 8651 Treasure Cay/10600 West Charleston Blvd Las Vegas NV 89135
City: Orlando, FL 32836 Orange
Phone: 407-238-2300/855-342-0193
Website: www.diamondresorts.com
Date of Transaction: 06/14/2018
Amount Paid: 149.00

Questions/Comments:
Purchased a "5 Day 4 Night Getaway Package" for $149.00 at 10:23am Orlando FL time (7:23am Washington State time) from Sean Overmann. After reviewing and thinking about all that was included I realized it was not going to work for my family. Had to be used in 12months and had to have my husband present to attend a 2 hour timeshare presentation during the trip. I called the (855) 342-0193 number on the pamphlet located in Las Vegas Nevada (Address 10600 West Charlston Boulevard Las Vegas Nevada 89135) to cancel at 6:11am 6/15/18 Washington Time. The initial person I spoke to said I couldnt cancel I asked to speak to a manager, this person got on the line, was extremely rude and said she would not refund the money. I explained the Florida Law about the "cooing off period" and that I had 72hours to cancel and she still refused to cancel the package or refund my money. I then left a message with attorney generals office and called and left a message with Grand Villas Resort in Orlando Florida with the actual person I purchased the package from. The attorney generals office called back and I spoke with Carlos Perez, who was extremely helpful and instructed me on what I should do. I called Grand Villas Resort back at 627p 6/15/18 Orlando time and left another message for Sean Overmann, he returned my call about 30minutes later and I explained I wanted to cancel. He said he would and sent a screen shot of the refund via text message but said it might take 2-3days for it to show up on my credit card statement. If I wait that long my rights will have expired so I am filing the complaint now in case the refund does not go through as I was told. I also mailed a certified letter to both the Orlando Florida address and the Las Vegas address stating my desire to cancel the package and requesting a full refund. I have photos and copies of all the paperwork etc that I would be happy to present. I do not see a place to upload the documents on here.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/09/2018

Shirley Stephens
261 Butte Drive
Los Osos, CA, 93402

Phone: (661) 487-9432
Email: zx9r_lady@yahoo.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare Fraudulent Sales
Street Address: 10600 W. Charleston Blvd
City: Las Vegas , NV 89135
Phone: (800) 463-7256
Date of Transaction: 02/17/2018
Amount Paid: 9,788.40

Questions/Comments:
Below is the letter I wrote to Diamond Resorts asking them to cancel this last contract out because I was lied too in order to purchase. I can't believe the response they are giving me after all of the years I have been an owner with them. I am simply requesting they cancel this contract for the reasons stated below. Any help you can offer with this would be greatly appreciated. I have owned a timeshare for over 20 years! I originally purchased a week at San Luis Bay Inn through Sun Terra in 1995 for $10,000. With a great deal of hard work, I paid off this original purchase. I loved my timeshare! I would make reservations 10 months in advance and traveled every year with my family. I took my daughter to the Spanish Rivera for her High School Graduation trip. My husband, (at the time) and I traveled all over the United States and even took a trip to Australia over the years of ownership. My daughter and her husband spent their honeymoon in San Juan Capistrano at a beautiful resort. At some point, Diamond purchased Sun Terra and my ownership changed to Diamond. In 2008, I attended a ""What's New now that Diamond is taking over my resorts" meeting and was told I had to purchase points so that I could transition from my "week" to "points." It was mandatory that I switch over to your Diamond system or my Sun Terra ownership that I had worked so hard to pay off would become useless. I didn't think this was fair as I had nothing to do with the Diamond takeover. With Diamond coming in to take over, I would have thought a deal would have been in place to honor the old Sun Terra contracts. I was told Diamond had no obligations to my old contract and if I wanted to continue owning anything, I needed to convert. I felt very pressured to comply… or else. After that purchase, I no longer attended Diamond sales meetings when I visited one of the resorts. I just said no to every request to attend and I even hid a couple of times to avoid any contact with the "concierge" people. I had finally paid off my original purchases and was perfectly happy to pay my maintenance fees and book the timeshare when I wanted it or could get it! I was told that my maintenance fees would increase slightly, but I was never told how much. I didn't find out until I received my first bill. I was told later that the management of Diamond went through a major change with the CEO leaving and the new management was advertised as having less pushy and aggressive sales team. After hearing this news, I was excited to attend a meeting in January 2015 at my home resort, San Luis Bay Inn. I was pressured by Saundra Dudley to purchase an additional 2,500 points after being offered 10,000 more points. I wasn't wanting to purchase anything, but the sales team of Saundra, Michelle Tenney and Philip Bailey, Jr. told me that to add this number of points would give me "full club benefits" and "Silver loyalty" permanently. This was not true, as I already had full club benefits! In addition, the benefits of Silver status didn't change anything about how or when I booked rooms. It seemed useless., however I did get a pretty silver membership card! In April of 2016, I traveled to Las Vegas and stayed at the Polo Towers. I refused to purchase more points, but Jillian Pesce convinced me to purchase "The Sampler" package. It was 15,000 points to be used in the next 18 months. The price was $2,995 and it seemed a great way to add more vacation trips to my retirement. Jillian also talked me into applying for the Diamond Resorts MasterCard to pay for the purchase with a 0% interest rate for 6 months. Come to find out, the interest rate went up to 22.24% after that 6-month period! I was appalled because I was never given any terms and conditions of the new credit card! I was told the Sampler points could be combined with my other

points. This wasn’t true. When I tried to book through the Sampler program and was unable to get ANYTHING when I wanted it and was very unhappy that booking this Sampler package was a joke and I felt it was a total waste of my money! By now I am hating to go to a Diamond resort because I was not happy about the past couple of experiences in the sales department. My next trip in February 2017 was to the Daytona Beach Regency where I wasn’t allowed to get checked in if I didn't first schedule a time to attend a sales meeting. I felt like I was being blackmailed into doing something I didn’t want to do just to get my room keys! I was not interested in a meeting or buying more points. All I was trying to do by attending the meeting was to get out of the Sampler package and I wanted to see what they would do to make things right. I should have known that Diamond wouldn’t care about what happened to me. Once seated with Judit Martin I was told how Diamond could take care of ALL my travel and vacation needs. Airfare, rental cars, resort packages, food, cruises, all could be purchased with points. She told me that all I had to do was buy more points and they would wrap the Sampler purchase price and what I owed from 2015 into the new purchase. If I purchased enough points I could book everything through them and I wouldn’t have ANY out of pocket expenses when I traveled. Because I had purchased last time, I had an option on my account that was going to expire. She said I only had a few more weeks to purchase at the locked in rate of $2.89 per point when everyone else was paying much more per point and after that the price would continue to rise. I was also told that purchasing these points would put me into a temporary Gold status and how much better having Gold status would be as an owner. I refused to purchase that many points, but after much pressure from the sales rep, Judit Martin and the sales manager, Kathy Fugate, I purchased an additional 7500 points and was "given" enough points to enjoy Gold Status "temporarily." That way I could experience all that Gold Status had to offer. All I ever got out of Gold Status was a pretty Gold Card and additional charges if I chose to upgrade a room. Hardly worth $32,361.00. In May, 2017, I agreed to a sales presentation while vacationing in Las Vegas. My intention was to try to repair the damage I had done the previous couple of meetings. I waited in a lobby for my salesman to come and get me. About 20 minutes later a young Indian gentleman came and escorted me into a private office and closed the door. There was a video camera set up and I was a little concerned that they were going to film the sales pitch. Actually, I would have loved to have had it filmed and a copy for myself so I could show you how I was treated at that meeting. The sales representative kept telling me how he would encourage his mother to refinance these points, like he was comparing me to his own mother. I felt so pressured and uncomfortable and knew I didn't need, nor did I want more points. Neither should I go into debt for $86,000 for timeshare points when I don't own any other property and am living on a fixed retirement income. He told me they would roll the price of the sampler into this loan and that was the only way to get out of the sampler I had purchased in Florida. Again, I was also told that purchasing these points would put me into Gold status and how much better having Gold status would be. Just because they could finance me, doesn’t mean I should do it! He pushed me to get out all of my credit cards in order to pay the down payment. I was flustered and said “no” on several occasions. At this point, feeling defeated after 3 hours and being verbally pounded for as long, I just did what he said and signed all the papers. Once I left the office I began to get very upset and angry. I had heard the finance guy say that I had 5 days to change my mind and back out of this contract. I searched through the paperwork and found the details of what I needed to do to get out of the contract. On the 4th day of my stay I sat down at the computer in the lobby and typed a letter about how I felt I was treated, how angry I was when the salesman was being congratulated by the other employees and management because he made the sale. I, literally, felt like I had been "raped" emotionally and financially. I gave the sales lobby staff the letter to cancel and hoped for the best. The cancellation was put through and my credit cards were credited within 30 days as was stated in the contract. I feel as though I have been lied to, treated poorly, taken advantage of and I would love to go back to the timeshare that brought my family and myself so much joy over the past 20+ years. I'm sorry to say that my timeshare experiences since Diamond took over have been nothing but horrible instead of fun and relaxation because of the pressure and sales tactics that were used on me. I feel that the purchase I made in February 2017 was made because of misinformation, untrue statements and complete deception on the part of your sales staff. Therefore, I am requesting that this contract be null and void. I would also ask to be reimbursed for 100% of the down payment, 100% of the payments I have made to date, as well as, 100% of the maintenance fees I have had to pay this year. Ideally, I would love to return to my original timeshare points that were paid for, but my understanding is that with rolling everything together in this last contract, that this would not be an option. You have ruined my timeshare experience! Sincerely, Shirley Stevens

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/19/2018

Joshua Parker
2277 Snapdragon Drive NW
Palm Bay, FL, 32907

Brevard
Phone: (321) 544-3279
Email: nichole.parker@live.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare Fraud for Ptofit
Street Address: 10600 Charleston Blvd
City: Las Vegas, NV 89135
Phone: (702) 823-7749
Website: https://www.diamondresorts.com/
Date of Transaction: 11/08/2017
Amount Paid: $19,133

Questions/Comments:
Joshua Parker, 34
Army, medically discharged VA 90% Iraqi
PTSD Back Injury
On food stamps
Iraqi, stateside Member No.: 9-342313546
2018 Points: 7644
2019 Points: 4000
Since: 01-Jan-2018
Type: DRI US Member Association We purchased a 20,000 point Sampler July 2017 for $4000. We were told at Mystic Dunes in Orlando when we purchased 4000 annual points, the $4000 we paid for the Sampler would be applied to the new purchase because, since it is an investment, it would be considered equity for the purchase of annual points, and yet when we purchased the annual points, only 7,000 of the 20,000 points were transferred to the new account and they did not apply any of the $4,000 from the Sampler purchase. We never used the 20,000 points we paid for via personal credit card November 8 2017 Event of a Lifetime at Mystic Dunes The Mystic Dune presentation lasted from 8 AM till 6 PM. We did not sign the contract until 8 PM at night. They would not give us our license back when we left for lunch. Even the manager would not give us back our license. My wife felt like she was going to pass out because she was pregnant, but they would not let us leave. Her blood sugar was down. They ran two Barclay cards for two joint applications. We only wanted one Barclaycard. We were told if we opened a Barclaycard we would never have to pay maintenance fees. This is not true. Only 1% of charges are credited when charging on a Barclaycard. We were also told: The points will go up in value. This is an investment. We told them we don’t have the money. They said if you can’t pay this we will put it on a Barclaycard. Your points are now equal to a dollar value. We were going to sign up with Primo Management Group and had a conference call scheduled for Thursday, February 15. We contacted the DRI member supported Advocacy Group who told us this was a scam. Below are the documents PMG provided, including a Diamond release from Eric and Angela Wood as a testimonial and an illustration of our Diamond liability projected out 40 years. We have filed a complaint with Diamond Resorts Consumer Advocacy department. Diamond has a CLARITY program supposed to be about transparency, accountability and respect for the customer. We were only lied to. Sampler purchased 20,000 points for $4000 Parkway International Celebration Area 7/2017 4000 annual points were purchased at Mystic Dune November 8, 2017 Event of a Lifetime
Purchase price $15,133
Amount financed $12,636
Sales agent Tiffany
Robert Gonzales, Director of Sales

Mario Hernandez was the highest person there
Javier was QA We could not use our next stay at Liki Tiki we booked. We had to check out early. We were told once we were an owner, our room would be automatically upgraded, but the room was too small. We were told the new thing is that all your points are worth money. It doesn't matter if you can't afford it because the points are worth money. You need to be Platinum to get perks Points can be converted to dollars to pay maintenance fees because fees will go up 10% every year and the inflation on the fees won't match our fixed income.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/10/2018

Pamela Delehanty
2719 Liberty Hall Court
Waxhaw, NC, 28173

Email: pamkevryan@msn.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare investigation
Street Address: P.O. Box 8526
City: Coral Springs, FL 33075 Broward
Date of Transaction: 09/23/2009
Amount Paid: 14,000 ROUGHLY

Questions/Comments:
To Whom It May Concern,

We, Pamela & Kevin Delehanty are reaching out to your agencies regarding our current dispute with Diamond Resorts. We have been disputing our case with Diamond since December 7th, 2017 and have had no response from them. We know that typically their offices take about 30 days to respond and that we just had two major Holidays that may have delayed their response, however we would like to settle this matter as soon as is possible. We have sent a formal letter of complaint that outlines our issues and desire to cancel our ownership with them(We have included a copy of this letter). Our account is considered paid in full and we are simply wanting to do the right thing, by surrendering our ownership and contract(s) with them. Based on the grounds that this ownership was not as advertised to us at the point of sale and that we have been harassed by them almost every step of the way with this ownership. Any assistance your agency can offer will be of great help. Our contact information is below, should you need to reach out to us with advice and or further questions. Sincerely,
Pamela A. & Kevin M. Delehanty Pamela A. & Kevin M. Delehanty
2719 Liberty Hall Court,
Waxhaw, NC 28173 To Whom It May Concern,

We are Pamela and Kevin Delehanty this letter is to act as our formal complaint regarding our Diamond Resort International membership. In this letter we have included a summary of how we came to purchase Timeshare and about our experiences with Diamond and their salespeople. In September of 2009 we had responded to an ad on eBay that included a 2009 banked week with Interval International. We won the auction for $1.00 and then proceeded faxing and emailing documents back and forth to DSP Consulting Services, LLC. The property address was listed as Liki Tiki Village, Unit 306C, Week 35. The Compliance Agreement was done through Title Outlet, Inc. 2710 Rew Circle, Suite 300, Ocoee, Florida 34761 (407) 877-9295; Fax (407) 877-9728. The Property Description: 2 Bedroom, 2 Bath, Fixed, Week, Every Year, Buyers Occupancy is for 2009 and is available to buyer via free 2009 Interval International banked week available to new owner. The Purchase and Closing Costs: Purchase Price: $1.00Closing Costs paid by-BUYER-$250.00, Transfer fee paid by-BUYER-$125.00, 2009 Maintenance Fee Due-$0, Total amount due including all costs to be sent to Title Outlet, Inc.: $376.00. Amounts paid by on in Behalf of Buyer: $385.00. Cash at Settlement from/to Buyer: Cash to buyer $9.00. We enjoyed using this timeshare beginning in April 2010, and thereafter. Then due to us looking into moving out of state we had banked 2012 and 2013, which we then used in June of 2014. We enjoyed paying about $700.00 for a vacation for 4 in a 2-bedroom, 2-bathroom Condo/Apt. It was a God send being with my husband and two boys and having a full kitchen to help with our family budget. It was a win, at least a win while it lasted. We really liked the whole timeshare idea. It was very easy to navigate back then. To start from the beginning, we were first contacted via email by Susan Moratelli from Diamond Resorts on 6/15/2014, about our future arrival at the Cove at Ormond Beach. In the emails, she stated, that she was our family's personal concierge for our entire stay, etc. She then asked if we had any special requests, etc. I responded with my request to have rooms with an ocean view and that a welcome basket be placed in our friend's room. They were meeting us there, but were arriving the day before. Apparently, this email communication was pointless because we only got one room with an ocean view and no welcome basket was ever given to

our friends. So, we ended up treating them for dinner instead! Before heading to Daytona, we used one of our bank weeks for Bryan's Spanish Cove Resort in Orlando, Florida. The saleswomen at this resort tracked us down every morning and evening, wanting us to hear all the great stuff that was happening with our timeshare. We had explained to her that we were looking forward to hearing about the great news, but had already purchased Disney Park Hopper Passes for 7 days, and we just didn't have the time to attend the meeting. We finally told her that we will certainly check it out when we would be at The Cove in Ormond Beach in Daytona the following week. When we arrived at The Cove at Ormond Beach in Daytona we had to wait in line to check in and were then approached by someone other than Susan. She asked us to join in a designated area for some punch and some afternoon snacks. At first, I was thinking that our room was not ready and that they were feeling bad that we had waited in line for some time to check in. Plus, there was several maintenance people working and making a lot of noise in and around the lobby area as well. We overheard others talking with her about all the new renovations that have been happening with all the Resorts and when she came back over to us, she said that she wanted to get us on the schedule to hear about all the exciting news with the resorts. Plus, we would be entitled to gift, a $100 gift card, just for attending the presentation! She claimed it would most definitely be worth our while. After spending a week in Disney, the $100.00 sounded good to us. We arrived at the newly remodeled Daytona Beach Regency at 9am on Monday, June 23rd, 2014 (which was so much nicer than the Cove) where we were escorted up to a presentation room full of gorgeous vacation photos and were offered coffee and breakfast items. Our two boys were then taken into a playroom across the hall, while we took a tour of a suite with a lock-out room. It was stunning. Decorated to the max. Nothing like the 70's and 80's decor we were used to in the other timeshare resorts we had been staying at the past few years. We then headed back to the high-pressure presentation room. This is where things started to turn. We were seated at a small table and then greeted by Jason Abdela. Behind Mr. Abdela was a map on the wall, with thousands of colorful pins all over the different continent's. He first asked, "where would you love to go on vacation?" He also asked where we had been in the past. We told him about Tahiti, St. Lucia and The Atlantis in the Bahamas and that we would love to go back there. He then pointed to the Bahamas and said, that's one of our properties! (Which we later learned was a complete lie) He kept pointing at all the areas on the map, telling us that we could go to without having to try and reserve it on Interval International(II) and save on exchange fees. We were then advised that Diamond Resorts International had obtained our timeshare company with the Liki Tiki Resort back in January of 2013. And that selected owners had received a buy-in offer from Diamond at that time via email. He asked us if we remembered getting one and my husband and I didn't recall receiving such information. This was brand new information to us. We then told Mr. Abdela that we had only just learned that something was going on, while we had been in Orlando. He then told us that Diamond Resorts had obtained all the Island One and Club Navigo properties and will oversee it from now on. Mr. Abdela then called someone over to consider seeing if we could be offered the buy-in deal. This was making us believe that it was only for a very select few, or that only the VIP's were offered a buy-in. (We knew we were not VIP, living paycheck to paycheck) . We were then given a brief story about the founder of Diamond Resorts, Steven Cloobeck. About how he buys small timeshare companies and completely remodels them. We were then asked if we had seen him on the show, Undercover Boss. At this point we were thinking that this was great! We had spent $1.00 plus closing cost (purchased through eBay) combined with an average of under $500.00 of annual maintenance, that we had hit the jackpot! But, then we soon learned it was no jackpot. In order to continue enjoying our timeshare, we would have to sell them our week with the Liki Tiki and become members of Diamond Resorts. They explained that we would no longer have a fixed week, that they work on a points system and the lowest membership is the silver membership which is 15,000 points. They, then went on to explain how we didn't have to use all the points at once, we could do a weekend or two, plus a week's vacations, etc. They then continued to boast about having our own personal travel agent at our fingertips and that all we had to do was go on the website or give them a call to tell them what we were planning to do or needed, such as hotel, airline tickets, car rental, etc. and they will find it for us... etc. This sounded great, since our boys are year-round swimmers and we must travel a lot. Finally, after getting a very lengthy explanation on how the point system worked vs. fixed, floating, bi-annually, etc. My husband and I were getting a bit anxious that we hadn't found out anything about the buy-in, knowing that we most likely couldn't afford the membership anyway. At this point, we had been there for well over 2 hours, and we were sure that our boys were probably wanting to head to the beach. Our sales representative finally advised us that the smallest membership was in and around $50,000.00. This was completely unbelievable, something that we had enjoyed once a year with our boys for about $700(which was about half of the going weekly rate at most of the properties), with Liki Tiki timeshare. But, then he stopped and

said, that we are forgetting that they will be buying our current timeshare from us, etc. At one point a woman came over and said, that we were offered the buy in, but they can't seem to find the number that we were offered. She then handed me a plain piece of paper with their logo on top and asked that I write a letter to them so that she can fax it to corporate. I then proceeded to write the letter, I gave it to her. She returned saying she just faxed it and handed me back the letter with a stamped FAXED on it. She asked us to sit tight and offered us some coffee or water, while they waited to get a response. We proceeded to tell Mr. Abdela, that we are never going to be able to afford it, since we just purchased a home in North Carolina, and would be closing on it on June 29th. That we just borrowed the down payment from my mother and was only putting down 10%. We were taking on a pretty large mortgage and probably wouldn't even qualify even if they were to offer us financing. He then called over Ms. Miranda, who really brought her A game, with her high-pressure sales tactics, and then began pulling on heart strings about being forced to take family vacations, about our boys only being young for so long. And then telling us that down the road we could upgrade the membership, that the boys could use it and so on and so on. Well, they finally came back with an offer saying that they understood our situation but then asked us if we really wanted to lose out on this opportunity. Our previous Timeshare was now basically obsolete and if we didn't take this offer we would have nothing. Then our representatives talked about how many timeshare companies had done away with weeks and had converted to points. This would allow us to use the points in many ways, etc. Mr. Abdela excused himself for a minute. We took this time to discuss the offer. Everything sounded great and all, but we just can't do it. Upon his return he claimed that he had to pull some strings to get us this offer and that they never do this. He told us that he completely understood that the smallest membership was a reach for us and that he had worked out something so that we didn't lose our timeshare. At this point, we are all over drained of thought and energy. He had come up with us buying 9,000 points just so that we could keep vacationing, that they can deeply discount that with the release of our Liki Tiki week. We really didn't want to lose what we had come to love. (2 bedrooms, 2 bathrooms, living room, kitchen with a full-size refrigerator, stovetop, oven, microwave, toaster, blender, all the necessary utensils like forks, knives, corkscrew and bottle opener. Always more than one TV, and sometimes a screened in porch, patio or deck!) That sure beat any 4+ star hotel in my MOMMY BOOK. The thought of us having to spend our vacations in a regular hotel room, with all of us having to share a bathroom, bedroom and a TV for a week. After about 5 hours of this presentation we just had to figure out a way to not lose this! But it truly wasn't easy by far!!!! After making this purchase into Diamond we have gone on to the website and called customer service since 2014, and could never find something available worth vacationing at. Especially since we have two school aged boys, who are both year-round swimmer and have limited time to take vacations. Back in 2014/2015 their website was difficult and confusing to navigate. Finally, we had opted to call their customer service to speak to a live representative and would wait on hold for sometimes up to a 1/2 hour. Sometimes we would even get disconnected once reaching someone and had to call back all over again. We would let the representative know what our availability was, and they would offer us places like Blue Ridge Village in Banner Elk, NC, Peppertree in NC or SC, Polynesian Isles FL, Cypress Point, FL to name a few. Many of these hotels on average are $150/$199 a night, so why if we were paying maintenance of over $2,500 a year, would we want to stay somewhere that we could reserve for a lot less. We had invested well over $32k in charges and fees to be a part of Diamond Resorts, so what was the point of this ownership? They would tell us about St. Maarten, that would cost us about $3600-$4000 in airfare and travel expenses for a family of four, just to get there. That's why we were excited to receive a call letting us know that they will be having a Diamond Dinner VIP Event in Charlotte North Carolina. We were informed that while we would be enjoying our dinner, a membership specialist will host a two-hour Owner Updated timeshare presentation during which we will have an opportunity to ask questions regarding our vacation ownership. That the specialist will also explain all the new and exciting things happening with DRI. For attending this meeting, we would receive a Diamond Relaxation Reward Certificate, for the following Diamond Dream Holiday destinations, Branson, Missouri, Las Vegas, NV, Lake Tahoe, California, Williamsburg Virginia, Scottsdale, Arizona, and Sedona, Arizona. We arrived on time, and were greeted, handed name tags and escorted to a table for just us, with one chair on the opposite side. We listened to the specialist for about 15 to 20 minutes, there was a slideshow presentation as well. She talked about points costing $8.28 each, and that the prices go up every 90 days. If anyone wanted to upgrade their membership today, they will be given an 18-month protection and would receive a free tablet loaded with all the material you will need to plan your vacations! They then opened the floor for questions and several of us asked many. But, they were very brief and told us that we will be able to ask these questions to our individual trained DRI vacation specialist that would be joining us at our tables. From that point on it was a high-pressure sales pitch all

the way. We stayed strong and voiced our many concerns about the amount of money we had already spent, that we had yet to find a property we would like to vacation at and that there was always little to no availability. We explained that most of the places that are available were cheaper and all we had to go was go through Expedia, TripAdvisor, or any other free vacation website. We could also call the resort directly and book with our credit card. This representative really seemed new to the job, and kept going over to Matthew Brandt for answers and suggestions. Finally, he decided to just join us at our table. At this point we were telling him that we just didn't see the value in their membership. That we had booked a trip for spring break on our own. Then he excused himself and came back over with our file. He then said to us that he knew why we never saw anything worthwhile. We were so curious to hear what he had to say, and he went on to tell us the reason is that we were only a points member, that we weren't at a good enough level yet. He asked why we only had 9000 points. So, we explained our situation from 2014 and that we didn't want to lose out on the opportunity to take vacations, so we made the best possible purchase we could. He then went on telling us we would have to upgrade to at least a silver membership and that the good news was that it would only be 6,000 more points. (So, we quickly figured that it would be about $50,000.00) . We told him that we had gotten a call from someone at Diamond about a year ago offering us the same deal per point that we paid in 2014 to upgrade the membership. We had declined and explained that we had too much going on financially and could not afford 1,000 Points. Again, the representative, went on and on about this being his final offer and that rates were going up and up, etc. We kept our composure and thanked her for contacting us, but we had to go. He then called someone over to the table, he was the finance guy and seemed to come from nowhere. Now we had the both of them explaining to us that we would fall in love with Diamond if we just bought a few more points. Then we would really see the value in the membership. Matthew Brandt then came over and gave us an additional folder for a free trip to Hawaii, his gift to us if we upgraded that day. On top of the other destinations we could pick from in the previous folder given to us by Kelly, they explained to us that the only out of pocket expense for both free trips would be $99.00 as a service fee for the reservation along with the cost of transportation to the resorts. These were both bonus point vacations that we would be given to us on top of the already 9,000 points we had and the additional 6,000 points they wanted us to purchase. The only catch for the dream vacations was that the travel had to be completed by March 19, 2017. We asked them if we could have a few minutes to talk amongst ourselves and we finally decided to ask them if they would be willing to offer us the same price per point that we paid for back in 2014. Especially since at this point we had already invested so much. Matthew returned to the table and said after speaking with his colleagues that he couldn't believe that we had purchased 9,000 points for only 1$2,600 back in 2014. That was unheard of and that we must be great at negotiating. So, he sat down again, with a pen and paper and just started writing a bunch of numbers, saying that the cost per point today is $8.28 per point. We need at least 6000 points to become a silver membership. Writing then the total $49,680.00, then asked how much it was costing me to take the cruise that were going on shortly. I advised him that it was $3800.00 or so. So, he then crossed out the number and said, let me deduct the cost of your trip, your transportation to the port, and some spending money. Bringing the cost down to $40,000.00. Telling us we are now only going to have to pay $6.66 per point. We both responded that is just way too much. We appreciate him trying to help and all. But we just can't do it. He then walked away again, and came back about 15 minutes later. At this point we were done, it had to be after 10pm by then and when he came back we told him that we had just realized what time it was and that we had left our boys home alone. We had been there since 4:30pm and couldn't see this working out. To this he asked us if he could make a few more calls before we left. He then came back with the absolute best deal he could do and that he had never seen anyone be offered this before. He went on saying how terrible he felt that we had so many point banked, and that we hadn't been able to use our membership, etc., etc. The best he could do for us was $3.00 a point, costing us $18,000. Which is almost half of the price of the points today. At this point we wanted to be done, we wanted to go home and, so we said yes. We were then escorted up to a hotel room, that have a few people in it working out all the paperwork, one of them being the guy who came to our table earlier. Everyone was congratulating us, welcoming us to the Diamond Family, etc. We quickly signed all the papers and went on our merry way. The whole way home we both promised each other we weren't going to spend any more money and that we hope we didn't just make another big mistake. We were wrong. Over the past year we have received several calls from Diamond offering us assistance in booking a vacation. Everything they offer us is not what we want, nothing is available for the dates we are available and/or the cost to fly is too high. We have also gotten a call from a representative named Ryan, saying that he wanted to offer his help in booking our next vacation. We told him as we had told the others that we had been looking but nothing was available during the times we would like to travel. He asked us

where we would like to go, and other questions and we told him that nothing ever worked out. He then insisted that it was our lucky day, because he is not a representative but the manager of all the representatives, and that previously, when the representatives would put on hold to check something, he was the one they contacted. He then went on to tell us that his family has a Diamond Resorts membership and they love it, that's why he decided to work for them and so on. He went on to tell us about his childhood and all the great experiences he had while vacationing with them. They he asked us what our dream family vacation would be, and we told him it would be to go to Hawaii with the family. He then started giving us some dates for the following year, but they were always during school time. He then asked us for a second choice and gave him a few suggestions but of course he had to go and couldn't talk further. He then gave us his personal extension and we called back the next day, but we ended up playing phone tag a few times. When we finally did get to speak with him we were able to discuss with him our past experiences and he told us that he would do whatever it took to help get us vacationed. Suddenly, he started to explain to us that he had looked into our account and that maybe the reason we were having a hard time was because we were not Gold or Platinum members. We began to laugh. Really, is this all about another sales pitch to scam more money out of my family or do you really want to see me vacationed. We had already been scammed with that when we were convinced that we needed to be at least Silver members. As we found out being Silver members didn't do anything for us and now we needed to pay more money to upgrade. Finally we asked him "If you were in our shoes… and you paid over 30k for a membership and maintenance fees for something you haven't yet used or experienced, why would you even consider the option of upgrading?" After all, originally in 2014, the basis of the sales for Diamond was all about family vacations while our children are young. We could have shown them a lot of great vacations over the past 3 years while booking them myself with the $32,000.00 I have wasted on this scam. We then asked him "why not we do this? You send my family and I on a dream vacation and use our banked 30,000 points to Hawaii on the dates we are available. Once we get to finally experience one of your resorts, we will then consider upgrading but not a day sooner. Further we told him that until that happens we will just stay Silver members and hope for the best. We spoke a few times after, but nothing ever transpired. And we refused to give them another dollar, except of course the yearly maintenance, plus an additional $400 for an assessment, for what we have no idea. We have been overly pressured in every sales pitch we have attended to the point of outright harassment. This so called "Investment" has been nothing more than an elaborate scam complete with arm-twisting sales tactics by the sales people. We are therefore requesting that our membership and all contracts with Diamond Resorts International be terminated and canceled. Please send us the proper paperwork to accomplish this and further we request that the monies we have invested be refunded. After a resolution is found we wish to cut all future ties with Diamond Resort International. Sincerely,
Pamela A. & Kevin M. Delehanty

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/02/2018

Mark Mieszkowicz
17 Falls Circle
Colchester, CT, 06415

Phone: (860) 729-2992
Email: mieszkowicz@snet.net

Name/Firm/Company: Diamond Resorts International/Gold Key Resorts
Subject/Category: timeshare sales
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 07/19/2015
Amount Paid: 61500

Questions/Comments:
Stephen Cloobeck himself was one of the people we dealt with at the sales presentations. Regardless, these meetings were loaded with lies and misrepresentations and omissions. We have spent over $60,000 at this point and have used the timeshare maybe three times. That makes for some expensive vacations. The sales staff told us that they weren't in sales but were only there to help owners. The only thing DRI has helped with is relieving us of our money. They told us that the timeshare purchases were good financial investments. We did some research recently about selling and found that people listed them for a dollar. That does not sound like a solid investment to us. The salesmen didn't tell us about the rescission period. We found out about it on our own later on while reading through all the paperwork. On one hand it would have been good to know that bit of information but on the other hand it wouldn't have made any difference in our attempts to book a vacation. The claims of 95% success rate of getting first choices on resorts cannot be proved by our experiences. Until this year we could not get a reservation at Oceanaire, our home resort. The sales rep told us there was nothing available. We called the resort directly and found out, yes, there was space available. When we called DRI back suddenly an opening was found. Unfortunately it was not the suite that we own but a small studio - one room with two beds with the "kitchen" being a mini-fridge and microwave. This made us very disillusioned with Diamond Resorts International. Feeding four people three times a day with a microwave is really impossible. We had to eat out much more often and that of course was a lot more money. We were looking for affordable and quality family time with the children. We looked forward to staying at a four star resort with all the amenities and introducing the children to different locales. It has been frustrating and disappointing for us, especially for the children. The discount or free admissions to certain amusements are worthless because they have to be used the day of the presentation. After spending three to four hours in a sales presentation, there wouldn't be much time to enjoy the attraction. Try explaining that to children: there were only a few hours at the attraction and not a whole day. One time we had to request a room change because the room we had was very rundown in every way. It was not worth what we are paying for, we assure you! The salesmen didn't tell us that reservations were first come first served. They stressed that we could go anywhere anytime we wanted to. We didn't find out the truth until we actually tried to use the timeshare. That is when we discovered that times and places were unavailable because they were booked up already. That is in direct contradiction to what they told us. They say that they are relying on the written contract. They are telling us that we should not have relied on what the salesmen told us and talked about for hours on end. If we were not to take all the verbal promises and assurances into consideration, why weren't we given handouts to read and take with us? We got nothing in writing and what notes they may have drawn for us, they kept and we weren't allowed to have them. At the end the signing was rushed and they told us what the paragraphs said (which matched their verbal promises, etc); there was no time to review and read everything. The sales practices make sure of that. If we had had ample opportunity to read and discover hidden or changed features and benefits, we would have known that the salesmen had lied to us and that the contract was true. We bought the timeshare expecting to get our money's worth and the features and benefits they promised us have not been received. We want the timeshare canceled and money refunded.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/30/2018

Andy Subrahmanyam
PO Box 2846
West Palm Beach , ----,

Palm Beach
Email: anand70amg@gmail.com

Name/Firm/Company: Diamond Resort International
Subject/Category: Time shares
Date of Transaction: 12/20/2017
Amount Paid: $4800

Questions/Comments:
DRI made false representations, used bait & switch tactic, and claimed points purchased are an investment. When we attempted to book a trip they claimed more & more points need to be purchase. Please note pending class action law suit. We have requested a full refund back from credit card and auto bank debut charges but have been dismissed. Total paid approximately $10,100.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/03/2018

Steven Mastrangelo
164 Brandon Way
Macon, GA, 31210

Phone: (203) 206-5752
Email: stevenmastrangelo7@gmail.com

Name/Firm/Company: Orbit One Vacation Villas by Diamond Resorts
Subject/Category: Timeshare Maintenance Fees
Street Address: 2950 Entry Point Blvd
City: Kissimmee, FL 34747 Osceola
Phone: (888) 347-2319
Website: www.diamondresortsandhotels.com

Questions/Comments:
We are disputing an invoice for our 2019 maintenance fees (about$547). This property has been closed since 9/11/2017 due to Hurricane Irma damage.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/15/2018

Caitlin Russell
10570 SW East Park Ave.
Port St. Lucie, FL, 34987

Saint Lucie
Phone: (517) 242-8985
Email: caitlinrussell1018@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare Problems
Street Address: 10600 West Charleston Blvd.
City: Las Vegas, NV 89135
Website: https://www.diamondresorts.com/contact-us
Date of Transaction: 01/21/2015
Amount Paid: 4

Questions/Comments:
I have tried to work with this company to show not only is this timeshare not affordable for me since my income is no where what it was upon first signing up and my divorce but I feel they took advantage of my distracted state and put me in line for financial ruin. Nothing is what it should be. Nothing. I trusted these people and they have done nothing but make this process more of a headache and burden. It is ridiculous and I have taken every avenue possible before addressing these issues with your offices. I would like to provide you with some of the documentation and correspondence I have had for your review. It is upsetting to say the least that they can get by treating people this way and thinking it is appropriate to handle business in such a deceitful manner. Your full cooperation and assistance is appreciated.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/11/2018

william almand
2639 oakwood dr
Largo, FL, 33771

Pinellas
Phone: (727) 631-7723
Email: walmand@tampabay.rr.com

Name/Firm/Company: liki tiki village at diamond resorts
Subject/Category: hotel resort fees
Street Address: 17777 bali blvd
City: Winter Garden, FL 34787 Orange
Phone: (407) 239-5000
Date of Transaction: 06/10/2018
Amount Paid: 89.42

Questions/Comments:
hotel resort fees are misleading and not included in the advertised rates of florida hotels. these fees can be in the hundreds of dollars and you get this bill at check in. So, when you book a florida hotel you really have no idea what you are going to be charged unless you read all the little print. This is a profit center for hotels that florida should make them include in the rate. A great deal on a $90 hotel room suddenly is not that great a $110. It is stupid that florida allows this. Maybe publix should have a fee that they add on after you get done buying your groceries.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/20/2018

Robert McCoy
152 Derwent Lane NW
Huntsville, AL, 35810

Phone: (256) 213-6878
Email: rlmccoy2@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Being charged for NOT allowing company to debt from my checking account
Street Address: 10600 W Charleston Blvd,
City: Las Vegas, , NV 89135
Phone: (877) 787-0906
Website:
https://www.diamondresorts.com/contact-us?msclkid=5f63aa7d77251368de62f107a2f9b9da&utm_source=bing&utm_medium=cpc&utm_campaign=Diamond%20-%20Corporate&utm_term=%2Bdiamond%20%2Bresorts%20%2Binternational%20%2Bcorporate%20%2Boffice&utm_content=Diamond%20Corporate
Date of Transaction: 11/17/2017
Amount Paid: 254.00

Questions/Comments:
I upgraded my account in November 2017, well my new mortgage payments were not to start until January of 2018 but I started making the payments in Dec 2017 every other week. Then around Feb 2018, DRI debit from my checking account and I found out they were notified that I NEVER gave them permission to debit my account and that my bank had send my half of my mortgage payments since the date I bought into their timeshare this way I will pay off the mortgage ahead of schedule. Well with the past 5 months DRI and I have been is dispute over the fact they started charging me late fee because I refuse to allow them to debit my account when they want. I have the right of having my bank pay half of my mortgage every other week just like my home mortgage as long as I do not miss a payment which I never had. I have filed several complaint with the BBB to correct this issue but DRI refuses to even acknowledge that my payments are ahead schedule. They are stealing from my payments the late fees for their illegal act of charging me for not using their system. I need help related to this issue. For I have copy of my complaints to the BBB as to DRI billing practice and their response back.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/17/2018

Sheilah Brust
18 Westcott Rd
Troy, NY, 12182

Phone: (518) 235-1123
Email: sbrust@nycap.rr.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Up sale, White Collar Crime, Financal Elder Abuse
Street Address: 400 North Atlantic Blvd
City: Daytona Beach, FL 32118 Volusia
Phone: (386) 255-0251
Website: diamondresorts.com
Date of Transaction: 02/04/2017
Amount Paid: 55,989.00

Questions/Comments:
Thomas Brust, 71
Sheilah Brust, 68
New York State Home 518 235 1123
Cell 518 265 3521 15,000 sold by fraud by Brad Leslie at the Daytona Beach Regency
Contract 1770321
Purchase price: $55,989
Down Payment: $26,000 Barclay Card
DRI Loan: approximately $30,000 @ 11.99% for 121 months
Salesperson: Brad Leslie
February 4, 2017
Maintenance fee: $2621 Member Number: 9-256675
I had sent a complaint in the mail to you and it was delivered to you on April 5, 2018 and have not heard anything. In 2010 we had traded in our deeded timeshare into non-deeded Diamond vacation points and over the years had accumulated 50,000 points, enough to become Platinum Diamond members. We had hoped to leave something nice for our children and grandchildren. After experiencing fraudulent bait and switch tactics, we don't have enough money to travel. It is this last contract for 15000 points $55,989, fraudulently sold by Brad Leslie that needs to be canceled. As Diamond Platinum members with 50,000 points and annual maintenance fees of $8631 we went into an “update” meeting on February 4, 2017, which turned out to be an “upsell”. Our salesperson, Brad Leslie, said there were big changes due to Apollo owning Diamond Resorts. Brad said he had just learned about a new program in while training in Orlando. Brad started by explaining that over ten years our maintenance fees would multiply tenfold to $86,310. But with this new program we could get 15,000 additional points for a total of 65000 points. And further, DRI would give us another 65,000, now totaling 130,000 points, to use towards maintenance fees and travel. We were clear with him that we wanted to be able to cover maintenance fees with these points. This was the plan that was easy to understand: • 50,000 points we owned and with the new purchase of 15000 totaled 65,000. Diamond would double this to 130,000. • Each year, Diamond would redeem 8,000 of these points at $.10 each for $8,000 to use for maintenance fees (via check or reloadable debit card) and we would have 50,000 for traveling. He also told us that we would only owe the $2621 maintenance fees on the new 15,000 points if we used them; these new points would be in the background of our account. Brad originally said the double points (65,000) would appear on a split screen on our dashboard. In May, 2017 when we met again he told us they were still working on the split screen. Here is what actually happened after he closed the sale: • Even though we didn’t use the new 15,000 points we were billed for the maintenance fees! Brad told us to pay and that he would arrange for reimbursement. After contacting Brad a second time we did receive a Diamond check around March, 2017 for about $2,621 overnight. • In 2017 after the sale our account showed we only owned 50,000 points but later it showed 65,000 points. So it seems these 15,000 points were no longer “in the

background". And so, we received a maintenance fee bill for 2018 in the amount of $11,263.85 for 65,000 points

- As to doubling the 65,000 points Brad later told us he did not mean we would get them outright but that if we would book our travel through Valued Getaways and we would only need half the points for a reservation with them--and if a reservation was 6,000 points we would use 3,000. He provided these instructions: Access "Travel Advantages" to book a hotel, but make sure it is a refundable one. You pay for it and you tell them how many points to use and then they will send you a check for that amount of money. Then you call and cancel the reservation. "I can't tell you that you can use the check to pay for the maintenance fees but it is your check so you can do what you want with it," Brad explained. We were also lied to as to payment for the points. The down payment of $26,000 was charged to two Barclay Cards that were opened in our names. However, Brad told us we would be able to transfer the $26,000 credit card charge to our $30,000 loan so that we could deduct the interest on the full amount of the purchase. We have since learned that the 1099s being issued by Diamond clearly state timeshare mortgage interest is only deductible on deeded properties. I have sent document to your office and they were received April 5, 2018. These are other complaint #from others: CC18-003476, CC2018013087, AND there will be more to add soon.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/05/2018

Ara and Margarita Boyajian
4533 Vista Del Monte Ave. Unit 210
Sherman Oaks, CA, 91403

Phone: (818) 849-6471
Email: mboyajian09@gmail.com

Name/Firm/Company: Diamond Resorts - Villas at Polo Towers
Subject/Category: Timeshare Complaint
Street Address: PO Box 8526
City: Coral Springs, FL 33075 Broward
Date of Transaction: 06/12/2012
Amount Paid: 15500.00

Questions/Comments:
Years ago I along with my wife, Margarita, were pressured into buying a timeshare. We are now stuck with high maintenance fees and costs, that just keep going up every year. I have recently had open heart surgery which resulted in the loss of my leg. I can no longer travel due to my health and mobility problems. We are finding it difficult to pay our medical expenses, while continuing to pay timeshare costs. We also recently lost our only son to Primary Sclerosing Cholangitis. We are burdened with a great deal of emotional and economic stress. We cannot afford this timeshare. When we purchased the timeshare, we were told that the fees and costs would not go up. We were also told we could get out of the timeshare at any time. We are trapped by this timeshare, we cannot sell it, we cannot give it away. We are forced to pay thousands for something we cannot even use.! Please help us!

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/19/2018

Terri DiPietro
8409 Tahiti Road
Fort Myers, FL, 33967

Lee
Phone: (860) 918-0455
Email: terri.dipietro@midhosp.org

Name/Firm/Company: Diamond Resorts International Byrant Spanish Cove
Subject/Category: Foreclosure without notice
Street Address: 13875 FL-535
City: Orlando, FL 32821 Orange
Phone: (407) 239-4222

Questions/Comments:
My 90 year old mother-in-law has owned this timeshare since 1987. She has paid the maintence fee for 31 years. in December of 2017 I paid the fee via charge card. I do not have the bill with confirmation any longer and I did not check my bill to be sure it went through. Diamond had changed the address to send the bill as they claim they received mail return to sender. No other efforts were made to contact my mother-in-law. They were sending the foreclosure information to the address in Miami that they admit they changed. We thought we were in good standing until we received a call from the Diamond Reservation Dept on 10/16/18 that we had not banked our 2018 week and they notified my mother-in-law the property was in foreclose. She called me that evening and I called on 10/17/18. I offered to pay and was told it was already auctioned. I asked why the reservation department was able to contact us by phone but the foreclosure department could not. I spoke with 4 different staff. Each said that the foreclosure department had followed their legal obligation. The offered no proof that they had received a return to send on a subsequent bill and why they never called to notify her that the account was delinquent and in foreclosure. Any direction on how to pursue this injustice would be greatly appreciated. I am Josephine's daughter-in-law -terri dipietro 860-918-0455

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/19/2018

William Dugan
1900 COPPERSTONE DRIVE APT C
Fleming Islandf, FL, 32003

Phone: (904) 236-2359
Email: wrdugan@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare sales practices
Street Address: 8415 South Park Circle Building 400
City: Orlando, FL 32819 Orange
Phone: (407) 226-9677
Website: Tom.Savino@diamondresorts.com
Date of Transaction: 10/14/2017
Amount Paid: $29,100

Questions/Comments:
Prior to 10/14/17 we already owned 100,000 points in Diamond for which we had gladly paid approx. $300,000. On 10/14/17, Raphael Cabrera told us: We could redeem our points at a rate of $0.30 per point for CASH. He also told us that our points would be valued at DOUBLE their stated value ANYTIME when used to create reservations due to our status within Diamond. We believed his assertions and purchased an additional 50,000 points for $145,500. We made the purchase because the additional 50,000 points made very good sense to us. We left the sales presentation feeling very good about our new relation with Diamond. When we asked Raphael to put his claims in writing, we were informed that our request was beyond the 10 day window for cancellation. We have been talking to Diamond but they will not cancel this contract even though the contract was misrepresented to us. We are very familiar with Diamond's product. Our understanding about what we were told by Raphael is clear and makes sense. What Raphael told are, however, complete LIES. Raphael told us the new "Facts" about Diamond knowing they were total lies. We could have never made up the "Facts" given us by Raphael. We are aware of the 12/23/2016 $800,000 settlement against Diamond in the state of Arizona. I feel certain that there are numerous complaints already against Diamond in Florida. We ask that Florida pursue Diamond for misleading oral and deceptive sales practices as was done in Arizona. We have a HUGE amount of data to provide about the operations of Diamond and will gladly devote all our time to punishing Diamond. Diamond has now stolen our 100,000 points and the $300,000 we paid for them and is still trying to force us to pay the balance on the $145,500 purchase from 10-14-17. Some officials at Diamond KNOW our story of what Raphael did to us is TRUE, but they are unwilling to act ethically and void our sale. We hope we can work with your office soon.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/04/2018

Gwyn Roberson-McBride
3408 Yankee Hall Road
Greenville, NC, 27834

Phone: (910) 977-5537
Email: gwynr1@gmail.com

Name/Firm/Company: Diamond Resort/Mystic Bay
Subject/Category: Timeshare Fraud
Street Address: 7600 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Phone: (407) 226-9649
Website: www.diamondresorts.com
Date of Transaction: 08/13/2017
Amount Paid: 76,000.00

Questions/Comments:
We are active duty military dependents. We were tricked into a timeshare with the ol' bait and switch. We were given a Purchaser's Understanding and Agreement but it does not contain the pertinent information needed to make an informed decision. We were told we were purchasing a sufficient number of points for our family of 7 to vacation nicely at least once a year. Our whole family was present and held captive for over 6 hours with no meal. Our family includes 5 children under the age of 15. Our life savings has been stolen. We are no longer able to financially send our oldest child to the private school he needs. We were defrauded yet another time at our mandatory update meeting on January 15, 2018. At this point we still did not know we could not take a family vacation with the amount of points we purchased. Our salesperson in January informed us. Clearly a white collar financial crime has been committed. If we have been told we have enough points and have NOT been given actual data or facts to determine differently until 6 months later we have knowingly been defrauded out of our money and we still do not have points to vacation with our family. We have filed with Nevada, North Carolina and now Florida. I will be more than happy to give you more information on how we were defrauded in written statements. I have tried to contact our sales associates several time only to find all the numbers on their business cards are no longer in service.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/02/2018

Andrew Sarangan
425 Teakwood Lane
Springboro, OH, 45066

Phone: (937) 830-1610
Email: asarangan@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Time share purchase cancellation
Street Address: 8651 Treasure Cay Ln
City: Orlando, FL 32836 Orange
Phone: (800) 438-2929
Date of Transaction: 12/27/2017
Amount Paid: 3995.00

Questions/Comments:
This is a timeshare membership sale, which was based on false information and blatant lies, and we were rushed through signing the contract. While we are signing, they distract and talk about each item on the contract, but are actually providing contradictory information to what is really on the contract. They also withhold membership information (such as what these points will buy, expiry dates of the points, where they can be used, access to booking website, and booking directory) for two weeks, which I believe is to intentionally circumvent the Florida Statute on timeshare cancellations. Luckily, we sent our cancellation notice signed and notarized on January 2 2018 (which is within the 10-day cancellation window specified in the contract). We sent two copies, one by Fedex and another by US priority mail. However, I am skeptical that they would honor it given their fraudulent behavior in the past, and the online reviews I have seen. I am filing this complaint as additional evidence of my wish to cancel within the 10-day period, and if they challenge me that they never received my cancellation notice, I would at least be able to point to this complaint filed with the Attorney General's office. Nevertheless, this business has to be investigated for attempting to circumvent the FL statute on purchase cancellations by intentionally withholding information for two weeks.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/25/2018

Scott Netland
2979 Majestic St.
Lincoln, ND, 58504

Phone: (701) 403-2142
Email: sjnetland@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Date of Transaction: 03/05/2018
Amount Paid: 4500

Questions/Comments:
We have contacted the company (several times) about canceling the timeshare purchase made in March of this year. On June 20, 2018, we sent a certified letter, an email, a copy of the letter, and a fax indicating that we wanted to cancel our contract. We got no response to any of them. On Monday June 25, we called and spoke with Keisha about our desire to cancel, and she told us it was NOT an option. We asked her a couple of pointed questions. 1. Is it true that DRI will be going public, thus increasing our fees and raising the cost of points? She stated that DRI would never go public. 2. The sales reps told us that we had to purchase additional points in order to have the option of putting the timeshare in a trust in to transfer it to our children. She stated that was untrue. She told us the salesmen had given us false information. Since the sale was fraught with lies and “false information”, tell us why we would be in a hurry to keep it. Above are only two examples of the lies the salesmen told us. We were excited to make an investment in our family’s future vacations. The sales presentation was supposed to last 90 minutes but dragged on for six hours. Everything sounded the same after this long. The sales reps would give us some information and/or an offer and then leave the table for about 20 minutes. They went to a different part of the room and we saw them staring at us while we talked and thought the information over. They did this again and again until we were so exhausted and confused that we just gave in. We had no intentions of buying a timeshare. We were curious about how it worked and talked about maybe someday. Becci sat down with us and she talked to us about the benefits of a timeshare. Her first offer was incredibly expensive and we told her there was no way we would consider it. She brought over two more offers and left alone to talk about them, staring at us all the while from across the room, as mentioned above. The “Orientation” in Las Vegas in June was more of the same. This time the meeting was supposed to last 120 minutes and the same methods were used, namely giving us information, leaving us to talk it over, and staring from across the room. We had had enough of this game and told Andrew to tell us what he was going to tell us so we could leave. He told us the DRI was going public and our maintenance fees were going up 24%. He told us that our current contract wouldn’t have enough points for one trip. He brought up the issue of the trust again. Then he told us he was going to open another Barclaycard. He wanted us to sign a new contract and told us our payments would increase more than $600. Absolutely not! The sales reps lied about several things are we have said and Keisha confirmed that. They deceived us and intimidated us and manipulated us and coerced us into making this purchase. They used high-pressure sales tactics to get us to sign. Even the associates cannot agree with each other (ie the company going public or not) and who knows what other conflicting and false information they gave us which we haven’t uncovered yet. It is clear that these people will say anything and everything they think you want to hear in order to land the sale.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/03/2019

Sheilah Brust
18 Westcott Road
Troy, New York, 12182

Phone: 518-235-1123; 518-265-3521
Email: Sheilahbrust@yahoo.com

Name/Firm/Company: Diamond Resorts
Subject/Category: 195225-1-Delray Beach-4934-Sheilah Brust vs Diamond Resorts
Street Address: 265 Main Street
City: Troy, New York 12182
Date of Transaction: 01/20/2018
Amount Paid: $18,000.00

Questions/Comments:
For Office of Florida Attorney General - Request for Assistance (RFA) is
attached for State Case Number 195225 On OAG List = NOT ON OAG LIST
OAG Case Number from OAG List = Signature = Signed Form in Case File
Sleuth Recording this Complaint = Carol Seniors vs Crime Case Information: Timestamp = Thu Oct 03 2019 10:54:22 GMT-0400 (EDT)
SvC Region = 1
SvC Office = Delray Beach
SvC Office Email = DelrayBeach@svcproject.org
SvC Office Case Number = 4934 Seniors vs Crime Account that entered this RFA Email Address = delraybeach.manager@svcproject.org
- 195225-1-Delray Beach-4934-Sheilah Brust vs Diamond Resorts.pdf

Seniors vs Crime
A Special Project of the Florida Attorney General

Request for Assistance (RFA)

Region 1 **Delray Beach Office**

Sheilah Brust vs Diamond Resorts

Date of Complaint: October 03, 2019 State Case Ref# 195225 Office Case # 4934

DISPOSITION **Close Code:** Status:

Date Case Closed: Realized Gain$$: Money Recovery$$:

Add'l Info: NOT ON OAG LIST OAG Case#:

Complainant's Name: Sheilah Brust

FL Address - Street:

FL City:

Non-Florida Address - Street: 18 Westcott Rd.

City: Troy **State:** NY New York

Zip Code: 12182 **Country**: USA

Preferred phone: **518-235-1123** **Preferred Email:** sheilahbrust@yahoo.com

Other Phone: 518-265-3521 **Other Email:**

Preferred Contact Method: Preferred Phone

Military Status: Not Applicable **Age Range:** 70-79 **Gender:** Female

Complaint Against Business Name and Owner: **Diamond Resorts**

Owner(s) or Manager: John Doe

Address Street/City/State/Zip: 265 Main St., Troy

Telephone(s): **518-265-3521**

Date of Incident: January 20, 2018 **Estimated Loss $:** 18000 **Payment Method:** Credit Card

Copy of Contract in File: **No** **Copy of Payment In File:** **No**

Agreement Location/Jurisdiction: 18 Westcott Rd., Troy

Reason(s) for Complaint: She was supposed to receive points for resort. It never materalized.

Supporting Documents: Report of complaint from Attorney Generals office.

Desired Resolution? Wants her points credited.

Signature of Complainant: Signed Form in Case File **Date of Signature:** available in office file

BACKGROUND RESEARCH

CCIC 5Yr Case History _____ ***cases*** ***CCIC Archive:*** _____ ***cases***

Better Business Bureau: _____ ***complaints***

FL Dept of Agriculture - Div of Consumer Services: _____ ***complaints***

FL Dept of State - Division of Corporations - Is company or LLC listed as Active?: ***NO*** ***YES*** ***(circle one)***

On OAG List ? NOT ON OAG LIST ***OAG Case Number***

Report Taken By: Carol Entry Timestamp: Thu Oct 03 2019 10:54:22 GMT-0400 (EDT) Entry By Account: delraybeach.manager@svcproject.org

Senior vs Crime Office Note: *Working on it.*

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/30/2019

Rosalie Henry
6555 Broadway apt 2h
Bronx, NY, 10471

Phone: (347) 276-4567
Email: henryrosalie@yahoo.com

Name/Firm/Company: Diamond Resorts; Resort Release; TFDB Law Office
Subject/Category: COmpany failed to keep promised made by their representative
Street Address: 13875 State Road 535
City: Orlando, FL 32821, Orange
Phone: 1.407.239.4222
Website: www.diamondresort.com
Date of Transaction: 06/17/2018
Amount Paid: 900 a month pd over $3000

Questions/Comments:
This all started in 2017 when I went to Las Vegas. I fell for the lies of Lies there but on June 17, 2018, I used the promotional stay by Diamond Resort. Prior to this visit I was told that I all I needed to do was stay for 90 mins and then walk away. What happened was the total opposite. I was there from 12:30 to 5:30 pm the representative Hector who would not allow me to leave until I agreed to his deal. Also, he told me that I had 45 days to make my decision and if I did not want it and called within the 45 days that I would return to my original contract. What happened was not so when I called the auditor Sandra Cohen who is the person you see prior to leaving about the deal and that Hector stated I have 45 days to review and cancel if I could not afford it. She ignored me for 2 weeks and then sent me to speak to their Director of Sales, a very nasty man who after I stated I could not afford it and wanted to return to the original told me I had 10 days. I asked why I was not told that after I spoke to him there, Ms. Cohen and their sale representative Hector. He did not respond and hung up on me. After I called back he refused to speak to me and sent me off to someone else. I found some attorney from Resort Release who referred me to TFDB Law office and charged me $9000 at (800) 201-4276 x7009 which I did not have to get rid of this Diamond resort thing. But now they are filing for bankruptcy which I found out weeks after it was done on May 31st. I cannot afford Diamond Resort $900 a month deal and have not used their facilities or even attempted to do so. I have tried several times to get rid of it but no one at Diamond Resort will assist it is like they are into destroying people's lives instead of just accepting the fact that someone cannot afford things and honor what was stated by Hector their representatives. I was hoping that the case would have gone to arbitration and all the lies stated by Diamond resort would be sorted out and gone. But with the attorney now filing bankruptcy I am not sure what else to do. I want them to release me from the contract and leave me alone. Please help, I can't afford to use my credit card to pay another attorney[I am still paying for this one] and pay Diamond resort and all my other debts. Please help me. I have paid Diamond over $3000 for a timeshare I have never used and cannot afford. When I bought it first it was affordable it was $331 a month but at $900 a month, I cannot afford it and want out of it. First I asked to go back to the original and that was ignored. I want out of it.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/18/2019

Dale Lee
384 W. Bloomington Dr.
Meridian, ID, 83642

Phone: (208) 884-2005
Email: alanlee1608@cableone.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: Recend Timeshare Contract
Street Address: 7600 Mystic Dunes Ln.
City: Celebration, FL 34747 Osceola
Phone: (407) 396-1311
Website: diamond resorts.com
Date of Transaction: 06/13/2019
Amount Paid: 2,950.00

Questions/Comments:
On 6-13-19 I purchased a vacation club plan with Diamond Resorts. The presentation was at Mystic Dunes Resort in Celebration, FL. For various reasons I need to recend this agreement that I made with Diamond Resorts. What am I required to do to resolve this?

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/28/2019

Al Teerman
10143 Prairie Grass Dr
Zeeland, MI, 49464

Phone: (616) 291-4435
Email: ateerman@unionhomemortgage.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Want to get out of the time share
Street Address: 8317 Lake Bryan Beach Blvd
City: Orlando, FL 32821 Orange
Phone: (407) 238-2500
Website: diamond resorts international
Amount Paid: 387.73

Questions/Comments:
we have been members of Diamond Resorts since March 9 , 2000. the maintenance fees have climbed about 5% per year since we bought in and now the cost is almost $5000.00 per year to stay in. Can't afford now anymore. Want out and they tell me that I need this years maintenance fees caught up before they will consider let us out for another fee. On October 14, 2013 we were at a Diamond Resort in Branson, Mo and they told us at that time that a buy back program was being worked on for the US and that it was already in place in Europe and would be coming soon to the US but we needed to have a minimum of 25,000 pts in the system in order for the buy back to work and we were at 21,000 pts at the time so we bought 4,000 more points for $12,894.00 and found out soon after that the buy back program was not coming to the US. We have been mislead, and lied to many times and we want out. PLEASE HELP! Thanks Al

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/14/2019

Janet Nelson
4496 Outlook Drive
Brooklyn, OH, 44144

Phone: 12163519247
Email: minijan1947@gmail.com

Name/Firm/Company: Diamond Resort
Subject/Category: Diamond resorts and time share adventures
City: Orlando Florida, OH 44144
Date of Transaction: 02/01/2009
Amount Paid: 10000. ?

Questions/Comments:
My daughter purchased a time share after which we went home and she ended getting a divorce.She lives paycheck to paycheck. I made all the payments on this never used it. I paid timeshare adventures to sell this which never got any response but they take my money. Now timeshare is paid. And they said I can give back but that will cost another 800.00. Can you help.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/11/2019

HEATHER SELLERS
4712 MANDAVILLA WAY
Apex, NC,

Phone: (919) 815-7134
Email: hkdsellers@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Time Share Company
Street Address: 10600 W. Charleston Blvd. Las Vegas, NV 89135
City: Las Vegas, NV 89135
Amount Paid: $100,000 +/-

Questions/Comments:
We have a time share with Diamond Resorts and we have the same complaints that have been filed against this time share company that have been filed against them in Las Vegas in the Case 2:18-cv-00247 filed February 9, 2018 in United States District Court, District of Nevada Wolf Haldenstein Adler Freeman & Herz LLP Albright, Stoddard Warnick & Albright Plaintiffs: Joseph M Dropp, Mary E Dropp, Robert Levine, Susan Levine, and Kaarina Pakka, Individually and on Behalf of All others similarly situated
v. Diamond Resorts International, Inc.;. However, our time share property is in FL and I was told that if we have a complaint we need to contact the attorney general in the state where we have the issue, which is FL. We have basically been the victim of the Diamond Resorts' scheme and we would love to get out of this contract with them and try to recoup our money if possible. Please advise if this is something that you could help with? https://clainternational.ae/2018/02/14/lawsuit-filed-against-diamond-resorts/

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/25/2019

Chuck Smith
825 Olde Farm Court
Vandalia, OH, 45377

Email: bikeohio@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Senior Harrassment
Street Address: P.O. Box 8526
City: Coral Springs, FL 33075-8526 Broward

Questions/Comments:
Diamond Resorts has been presistently harrassing myself and my wife to attempt to collect an erroneous bill. I am 68 and my wife Christy is 64. This harrassment by Diamond Resorts is not good for our health.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/16/2019

Kevin Fry
7113 riddle rd
Lockport, NY, 14094

Phone: (716) 425-8691
Email: Ksf5963@gmail.com

Name/Firm/Company: Diamond resorts
Subject/Category: Lying,misleading sales tactics. Predatory lending senoir citizen abuse
Street Address: 7600 mystic dunes
City: Celebration, FL 34747 Osceola
Date of Transaction: 10/20/2018
Amount Paid: 9804.00

Questions/Comments:
My wife and I were lied and mislead to by diamond resorts. I'm over 55 and my wife is 60.these people are ruining our lives financially ,physically and mentally.they lied about the time share that they sold us.then they say well you signed the document.they say what the sales rep sold to you verbally, doesn't count now that the contract was signed. Well we didn't know that diamond sells you a package deal and they fool you into signing something different than agreed to earlier.diamond resort and Barclays credit card are both in violation of predatory lending also.this loan from diamond and the charge to Barclays for $9,804.00 should never been approved on our credit history.we also paid $2900.00 to a time exit co to help us.we would like all this returned to us and to terminate this timeshare from diamond resorts.2018 maintenance. Fee $2957.00,down payment $5168.00 first monthly payment $679.16,timeshare exit $2900.00.we didn't receive one cent in goods or services from diamond. They called us to go to Florida to get ripped off we did not ask for this.during the signing process I ask what we were signing and they didn't tell us. At this time once ask they should have told us. Thank you. Kevin & Linda fry

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/15/2019

Arbutus Persinger
153 Cottage Village Ln
Lewisburg, WV, 24901-1671

Email: arbutuspersinger@yahoo.com

Name/Firm/Company: International Diamond Resorts
Subject/Category: Different Statements From Different Team Members
Street Address: 10600W Charleston Blvd
City: Las Vegas, NV 89135

Questions/Comments:
Dear Madam, I am writing to you about a concern that I have, and this is what it is, Diamond Resorts have acquired Amber Vacation Club (formerly Alhambra Villas Condominium Association, Inc. I learned this fall that Diamond had bought Amber Vacation Club, and was told if I could not pay the annual fee, I could opt out. I was also told by some one, whom I thought was one of their team members that this fee over $718 was unreasonable, and they would see if something could be done about it. Evidently, that did not happen. My husband passed away, and for that reason my income is decreased tremendously, and I can't keep on paying this huge fee of over $718.00 each year. I called Diamond Resort numerous times to try to get to their so called transition dept. I finally did on Jan. 7th. The team member told me there was a trade-in dept. I was transferred to that team member and then I was transferred to another team member (via telephone) and was told that Diamond Resorts did not do trade-ins of
deeded ownership weeks. The last time I spoke to one of their team members, I was also told they would not opt out weeks for owners from the former Amber Vacation Club owners. Could this also be true of trade-ins? If they do have these options at their resorts, then why not for the former Amber Vacation Club owners, which they have acquired? The same rules should apply to all of the resorts they own and now are purchasing. I feel they are giving me the shove-off. As I stated before, I was transferred from one dept to another, from one team member to another, and each team member say a different thing. Would you please research this situation and let me know what options I have about this? If that annual fee of over 718 dollars can be reduced within a reasonable amount or if I can opt out. If I can opt out, this is what I would like to do. I shall be looking forward to hear from you. Thank you so much in advance. Sincerely, Arbutus Persinger Vacation Club,which

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/12/2019

Jeffrey Brett
411 Walnut Street #3916
Green Cove Springs, FL, 32043

Clay
Email: jkcfbrett@yahoo.com

Name/Firm/Company: Diamond Resort
Subject/Category: Timeshare exit
Street Address: 10600 W. Charleston Blvd.
City: Laas Vegas, NV 89135

Questions/Comments:
We have owned a timeshare in VA Beach, VA since 1991. I am 67 and no longer use or want the timeshare. Diamond Resort wants me to pay them $1000 to give it back to them. It is a deeded week, and the annual maintenance fee is about $850. I want to ask if there is any information or assistance you might provide for me to simply give the timeshare back without any payment from me.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/18/2019

Marie Crano
13606 West Lake Rd
Vermilion, OH, 44089

Phone: (440) 760-6877
Email: mefaltay@hotmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: elder abuse/fraud/scam
Website: diamondresorts.com
Date of Transaction: 11/17/2019
Amount Paid: $349 plus over $4000

Questions/Comments:
My husband, John Faltay, and I, Marie Faltay, own a timeshare at Diamond Resorts. It is paid off completely. Our yearly maintenance fee is $2986.75. During our Florida vacation on November 15-25, 2019, we attended an update meeting. After the meeting, we were taken to an office where a representative suggested we pay our maintenance fees monthly. He asked for our bank account routing numbers and also suggested that we freeze our points to make it more affordable if we wanted to sell our timeshare. For $349, he had us sign a paper for a two year freeze for our points. We charged this to our Discover credit card. He handed us a packet of papers and we got back to our vacation. On Dec 11 2019, we looked at our Dimond Resorts information on line. We noticed that a Sampler Vacation was billed to us for $3995 plus $12.99 per interest to be paid over a 4 year period ($173.32/month) = $4000 plus interest. We immediately looked at the packet that was given to us at our meeting in Florida. Inside was a contract that we never saw or signed. Our signatures were computer generated. We consider this quite fraudulent and illegal. We called Diamond Resorts and the people we talked to would not consider our position in the matter. We already have 30,000 points for the upcoming year. We are 73 and 75 years old. We do NOT travel very much. We would never have agreed to buy a Sampler Vacation. We have been scammed.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/29/2019

George & Mary Aughenbaugh
3035 Moss Valley Pl
Winter Park, FL, 32792

Orange
Phone: (407) 657-4470
Email: marygeoa@aol.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare company
Street Address: 10600 W. Charleston Blvd.
City: Las Vegas, NV 89135
Phone: (407) 226-9677
Website: https://www.diamondresorts.com/
Date of Transaction: 05/27/2019
Amount Paid: $36,000

Questions/Comments:
We previously had a timeshare with Club Navigo, Orlando, FL, for week 52 at resort Liki Tiki in Winter Garden, FL, which we had a Deed for. We had never had any complaints with the company or the resort, we were very happy with the setup and used it regularly. Diamond Resorts contacted us by phone to come to a meeting at Mystic Dunes in Kissimmee on 10/19/2014 regarding Liki Tiki property (Club Navigo). They explained that Club Navigo had filed bankruptcy and Diamond Resorts had bought the company. We were told we would have to convert to Diamond Resorts points or we could possibly be faced with having to pay part of Club Navigo's debit because we were deed holders. We were pressured to purchase point's above and beyond what our deeded timeshare was worth. We sign a contract owing more money even though our week for Liki Tiki's deed was paid off, but it didn't convert to the equivalent of the Silver membership for Diamond Resorts. The new contract was in the amount of $21,330 plus we had to sign over our deed to Diamond Resorts. Then in October of 2016, Diamond contacted us to come to a meeting at a local hotel for dinner and to update us on "What was new at Diamond". So on 10/29/2016, they talked with us about the benefits of upgrading to Gold or Platinum level. We kept saying no and they kept trying to figure out some way to sweeten the deal for us. The salesman ended up having another person come out to talk with us, who said he was an "analyst" and not a sells person, to try to close the deal with us. The analyst said he would waive the down payment on the contract if we would sign that night. This happened after 4+ hours of talking with them. We didn't realize that he didn't honor that deal with us, until we started getting credit card bills from Barclay card company, for the down payment of $6,500. Then we had to make monthly payments on the new credit card, in addition to the mortgage that we were also responsible for. On top of all this the yearly maintenance fees also increased to $5,400, due to a new level of membership (Gold). We ended up paying off everything in order to save on interest, we used most of our savings to do this in December 2016 in the amount of $47,305.05 which included the contract for the Silver points previously purchased in 2014 and the new contract for the Gold points in 2016. This year we took a long weekend in Daytona at a Diamond property, over the Memorial day weekend, to utilize some of our points. On 5/27/2019 we went to a meeting to see what we could do to get rid of our membership or to set up maintenance payments on a monthly payment plan since it is a hardship to pay it in a lump sum. We met with the sales manager Brandon Haynes, of the Hyatt Resort, who passed us off to one of their top salesman, Brad Lesley. The salesman asked about our experience with the timeshare. Mary told him about how frustrated we were because of how we had been conned into upgraded to Gold in 2016, as previously mention above. She told Brad that we'd really like to get rid of the timeshare. We expressed how difficult it is to make a large maintenance payment in December, because of our declining health and age (89 years old) along with us having to pay off the large mortgage on the Silver and Gold points, it has causing a financial hardship. Brad said he would do us a "favor" to make up for our bad experience with the last salesman and told us about the new point buyback program called the Redemption Program. However to be part of this program, we would need to be at a Platinum level and

he would give us a temporary Platinum status so we would qualify. They offered us 5,000 points to bump us up to where we needed to be for that program. They ended up doing a bait and switch telling us that we qualified for 10,000 points, our daughter who was with us, asked if the cost was the same as the 5,000 points and the finance guy said it was. They said that George was approved for $11,000 to finance and Mary was approved for $12,000 to finance. How they explained the financing was very convoluted, we understood that we would have to put a portion of the amount on one financing for George and the remainder on the other financing for Mary, for a total of $13,000. We did not realize that was not correct, that it was a credit card with Barclay Card once again. We really didn't understand what we were signing up for and all together we signed a contract for $36,000. It went on two Diamond Resort credit cards, managed by Barclay, for a total down payment of $23,000 which we are making monthly payments on. Along with that we are making monthly auto withdrawn payments for $215.30 from our checking account for the remaining mortgage balance of $13,000, plus $750 in closing cost. In addition to all of that, our maintenance fees increased by $1,713. The whole process was very confusing to all of us including our daughter. When we signed the contract they took us to a different room away from our daughter and said that she could not be there when we signed. Later on that week Mary called and talked to Brandon Haynes asking if the total monthly payment of $215.30 was all we had to pay and he said yes, yet we have to also pay Barclay and still need to pay the $1,713 for the increased maintenance fees. During this meeting it was never mentioned that they have an exit program, the Transition program, for those who need to exit their timeshare. Nor, did they say that we had so many days to cancel the contract if we chose to do so. Approximately 2 weeks later we started getting the credit card statements and we attempted to call Regional Vice President of Sales, Tom Savinio, tom.savinio@diamondresorts.com, for assistance to void the contract since we felt we had been taken advantage of again. We reached his voicemail and left a message numerous times and he has yet to return our call. In July, we received a letter from Newton Transfer Group, who helps people exit their timeshare. Not knowing if this company might be a scam, we researched prior to meeting with them on Better Business Bureau and they have an A+ rating with a few complaints which were resolved. We signed a contract with them to help us exit the timeshare and paid them $21,491 that would cover the exit for the two contracts that were paid off and the attorney’s fees for the last mortgage for $36,000. Today we found out that Diamond Resorts has filed a suit against Newton Transfer Group and DC Capital Law, LLP that these companies are scamming Diamond’s members to help them exit their timeshares. We have no idea what to do or who to believe. How do we get our money back and timeshare exits? We are both veterans and are on a fixed income and had to charge the fee on a credit card for Newton Transfer Group/DC Capital Law, LLP. We thought we were doing the right thing by going this route but now we don’t know. Is there any way your office can advise us on this matter or help us recoup our money from Diamond Resorts and Newton Transfer Group/DC Capital Law, LLP and exit these timeshares? We will send a separate complaint regarding the Newton Transfer Group/DC Capital Law, LLP.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/01/2019

Germain Pellerin
51 Overlake Dr
Milton, VT, 05468

Phone: (802) 891-6761
Email: gjvpellerin@comcast.net

Name/Firm/Company: Diamond Resort International
Subject/Category: Time Share exit

Questions/Comments:
looking for information on lawsuits that Diamond Resort international says they are going after all Timeshare Exit firms to put them out of business or stop them from representing clients to get out of the time share contracts, they say that no one can get you out of the contract and you sign up for this and cannot get out of it. any information would be helpful, Thank You
Germain Pellerin

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/16/2019

David Kilpatrick
2 Westrobin Lane
Palm Coast, Florida, 32164

Flagler
Phone: 305-972-4402; 786-348-6640
Email: dkilpat@bellsouth.net

Name/Firm/Company: Diamond Resorts; US Collection Development LLC
Subject/Category: 195026-3-Flagler-373-David W Kilpatrick vs Diamond Resorts US Collection Development LLC
Street Address: 10600 West Charleston Boulevard
City: Las Vegas, Nevada 89135
Phone: (877) 374-2582
Date of Transaction: 04/02/2019
Amount Paid: $1500.00

Questions/Comments:
For Office of Florida Attorney General - Request for Assistance (RFA) is
attached for State Case Number 195026 On OAG List = NOT ON OAG LIST
OAG Case Number from OAG List = Signature = Walk-in Signed Form in File
Sleuth Recording this Complaint = jackie terry Seniors vs Crime Case Information: Timestamp = Thu May 16 2019 12:45:05 GMT-0400 (EDT)
SvC Region = 3
SvC Office = Flagler
SvC Office Email = Flagler@svcproject.org
SvC Office Case Number = 373 Seniors vs Crime Account that entered this RFA Email Address = stjohns@svcproject.org
- 195026-3-Flagler-373-David W Kilpatrick vs Diamond Resorts US Collection Development LLC.pdf

Seniors vs Crime
A Special Project of the Florida Attorney General

Request for Assistance (RFA)

Region 3 **Flagler Office**

David W Kilpatrick vs Diamond Resorts US Collection Development LLC

Date of Complaint: May 16, 2019 State Case Ref# 195026 Office Case # 373

DISPOSITION **Close Code:** Status:

Date Case Closed: Realized Gain$$: Money Recovery$$:

Add'l Info: NOT ON OAG LIST OAG Case#:

Complainant's Name: David W Kilpatrick

FL Address - Street: 2 Westrobin Lane

FL City: Palm Coast, Fl 32164

Non-Florida Address - Street:

City: **State:**

Zip Code: **Country**:

Preferred phone: **305-972-4402** **Preferred Email:** dkilpat@bellsouth.net

Other Phone: 786-348-6640 **Other Email:**

Preferred Contact Method: Preferred Phone

Military Status: Veteran **Age Range:** 70-79 **Gender:** Male

Complaint Against Business Name and Owner: **Diamond Resorts US Collection Development LLC**

Owner(s) or Manager: unsure

Address Street/City/State/Zip: 10600 West Charleston Blvd, Las Vegas, NV 89135

Telephone(s): **877-374-2582**

Date of Incident: April 02, 2019 **Estimated Loss $:** 1500 **Payment Method:** Credit Card

Copy of Contract in File: **Yes** **Copy of Payment In File:** **Yes**

Agreement Location/Jurisdiction: Daytona, Fl

Reason(s) for Complaint: Diamond failed to fulfill their commitments to us

Supporting Documents: evidence of payment, contract, deferred payment agreement

Desired Resolution? Do what they promised us - fulfill what the told us they would do

Signature of Complainant: Walk-in Signed Form in File **Date of Signature:** available in office file

BACKGROUND RESEARCH

CCIC 5Yr Case History _____ ***cases*** ***CCIC Archive:*** _____ ***cases***

Better Business Bureau: _____ ***complaints***

FL Dept of Agriculture - Div of Consumer Services: _____ ***complaints***

FL Dept of State - Division of Corporations - Is company or LLC listed as Active?: ***NO*** ***YES*** ***(circle one)***

On OAG List ? NOT ON OAG LIST ***OAG Case Number***

Report Taken By: jackie terry Entry Timestamp: Thu May 16 2019 12:45:05 GMT-0400 (EDT) Entry By Account: stjohns@svcproject.org

Senior vs Crime Office Note: *initial down payment was by credit card and auto draft was set up for remainder*

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/22/2019

Sheilah Brust
18 Westcott Rd
Troy, NY, 12182

Phone: (518) 235-1123
Email: sbrust@nycap.rr.com

Name/Firm/Company: Diamond Resorts
Subject/Category: How to email your consumer protection committee
City: Daytona Beach, FL Volusia

Questions/Comments:
I want to contact your consumer protection committee as to fraud in timeshare sales to elderly. I have been in contact with DBPR many times about Diamond Resorts and at first they agreed with me then talked to the Diamond attorney and agreed with them. I do believe I have evidence To charge a developer with a violation of the Act. Mr. Kassoo said we must be able to prove that the sales agents deliberately and knowingly provided false and misleading information during the sales presentation. I do have that information but they keep closing my case and I want someone other that the DBPR to look into this. I am not a resident of Florida but come to Florida many times a year. I will be back in May this year and would like to meet with someone. Thank you Sheilah Brust

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/25/2019

Chuck Smith
825 Olde Farm Court
Vandalia, OH, 45377

Phone: (937) 280-4288
Email: bikeohio@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Senior Harrassment
Street Address: P.O. Box 8526
City: Coral Springs, FL 33075-8526 Broward

Questions/Comments:
Diamond Resorts has been harrassing myself and my wife for payment of an incorrect bill. I am 68 years old and my wife is 64.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/23/2019

Heiwa Ishizuka
2123 Lake Park Drive, Apt E
Smyrna, GA, 30080

Phone: (470) 601-4930
Email: hishizuka@hotmail.com

Name/Firm/Company: Mystic Dunes Resort by Diamond Resort
Subject/Category: Cooling Off for Resort Membership
Street Address: 7600 Mystic Dunes Ln
City: Celebration, FL 34747 Osceola
Phone: (407) 396-1311
Website: www.mystic-dunes-resort.com
Date of Transaction: 09/22/2019
Amount Paid: $3,000

Questions/Comments:
I was invited to Diamond Resort presentation for their membership and signed up. But after reading the review and about their program in detail, I started to think the program is not for me. Is cooling-off rule applicable for a resort membership? Thank you for your time.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/10/2019

RANDALL GUHL
1300 North St
Green Cv Spgs, FL, 32043

Phone: (904) 501-4562
Email: praywwjd2004@aol.com

Name/Firm/Company: Diamond Resorts international
Subject/Category: Unable to cancel or get out of a travel company Diamond Resorts
Street Address: 10600 W. Charleston Blvd
City: Las Vegas, NV 89135
Phone: (877) 374-2582
Website: https://www.diamondresorts.com
Date of Transaction: 05/04/2018
Amount Paid: $30,000.00

Questions/Comments:
Signed up for a travel club during a high pressure sales meeting. Was told that we would receive points that could be used for cruises and resorts. We were not told that even with the points we still had to pay additional money for every cruise or resort that we wanted to go to. Also they require us to attend anther 3-4 hour sales pitch EVERY time we go to a resort or cruise. They are also charging over $250 EVERY MONTH for maintenance fees. We have written letters and called them numerous times asking them to simply cancel the membership and stop charging us maintenance fees and they refuse. We need help getting out of this travel club.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/20/2019

William Garcia Jr
5027 Poinciana Drive
Houston, TX, 77092

Phone: (703) 806-2425
Email: rendongarc@aol.com

Name/Firm/Company: Diamond Resort
Subject/Category: Time Share
City: Celebration, FL Osceola

Questions/Comments:
Has there been any changes in the law about time share ownership and being able to terminate the relationship.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/20/2019

Shane Miller
1132 W. Southern Ave
South Williamspor, PA, 17702

Phone: (570) 447-4558
Email: smiller01132@comcast.net

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare Attorneys
City: Orlando, FL Orange
Phone: (570) 447-4558

Questions/Comments:
I am looking for an attorney to speak with about getting out of a Timeshare in Winter Garden, Fl (LikiTiki Resort a Diamond Resort Property) Thank You
Shane Miller

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/18/2019

Marie Faltay
13606 West Lake Rd
Vermilion, OH, 44089

Phone: (440) 967-3303
Email: mefaltay@hotmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: elder abuse/fraud/scam
Date of Transaction: 11/17/2019
Amount Paid: $349 plus over $4000

Questions/Comments:
My husband, John Faltay, and I, Marie Faltay, own a timeshare at Diamond Resorts. It is paid off completely. Our yearly maintenance fee is $2986.75. During our Florida vacation on November 15-25, 2019, we attended an update meeting. After the meeting, we were taken to an office where a representative suggested we pay our maintenance fees monthly. He asked for our bank account routing numbers and also suggested that we freeze our points to make it more affordable if we wanted to sell our timeshare. For $349, he had us sign a paper for a two year freeze for our points. We charged this to our Discover credit card. He handed us a packet of papers and we got back to our vacation. On Dec 11 2019, we looked at our Dimond Resorts information on line. We noticed that a Sampler Vacation was billed to us for $3995 plus $12.99 per interest to be paid over a 4 year period ($173.32/month) = $4000 plus interest. We immediately looked at the packet that was given to us at our meeting in Florida. Inside was a contract that we never saw or signed. Our signatures were computer generated. We consider this quite fraudulent and illegal. We called Diamond Resorts and the people we talked to would not consider our position in the matter. We already have 30,000 points for the upcoming year. We are 73 and 75 years old. We do NOT travel very much. We would never have agreed to buy a Sampler Vacation. We have been scammed.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/22/2019

Patricia Dixon
4320 Brandon Bridge Rd
Valrico, FL, 33594

Hillsborough
Phone: (813) 713-1685
Email: missp10@verizon.net

Name/Firm/Company: Diamond Resorts
Subject/Category: Diamond Resorts Timeshare
Street Address: 10600 W Charleston Blvd
City: Las Vegas, NV 89135
Phone: (800) 463-7256
Date of Transaction: 08/06/2017
Amount Paid: 7350.00

Questions/Comments:
In August of 2017, I was asked to attend another meeting despite the fact that I had made an upgrade just a month earlier. After being harassed about it, I agreed to go and was told it would take no longer than an hour. I was in this meeting for 6 hours. We tried to leave to get lunch, but instead they had lunch brought to us. My assigned person, Atabak Arjomand told me the reps a month earlier had messed up and I was paying “the full amount but only getting half the service”. It didn’t make sense to him, and he needed to rework my contract to give me full platinum benefits. I had a feeling my maintenance fees were going to be affected and I asked, but they were very vague and gave answers like “maybe they will be a little bit more” and “you can rent out your points to pay for any increases.” He gave me his card and said if I had any problems or questions to call them. No one was ever available to help us. We kept saying no time after time, and he kept bringing person after person to our table to put more pressure on us. They had even kept us past the checkout time but they “pulled some strings” with housekeeping to allow us to stay later. I called Diamond upon returning home but they never answered the phone. Even now when I call, I get transferred from person to person and am left on hold for long periods of time. I used to make good money working as a RN. About $50 an hour, and was able to comfortably afford this. Lenford had retired from his job, but then I suffered a stroke on September 10, 2016 and have been out of work since because I do not have enough strength to perform my duties. Lenford has had to go back to work at 72 years old to try and help afford our living expenses. I have been in and out of the hospital a lot lately. I have submitted all of my financial and medical documents to Diamond, but they will not work with me to help me out of this. I never sought out this August 2017 upgrade, and I was most certainly pressured into it. I am so upset that they force people into these big purchases and then will do nothing to assist them when they need genuine help. I had many good years with Diamond, but as of late my opinion of this company has completely changed.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/15/2019

Rydell Mynatt
182 BLACKBIRD DR
Marshfield, MO, 65706

Phone: (417) 872-5352
Email: cardell.my@gmail.com

Name/Firm/Company: Lando Resorts /Alahambra Resorts/ Diamond Resorts
Subject/Category: Lando/Alahambra/Diamond Resorts Time Share Fraudulence
Street Address: 2626 E Oakland Park Blvd
City: Fort Lauderdale, FL 33306 Broward
Phone: (954) 563-2444
Date of Transaction: 07/20/2014
Amount Paid: $4729.97

Questions/Comments:
We have reached out to this company directly to attempt to settle a dispute with them as they falsely advertised the benefits of buying and owning a time share. The company has switched names and has attempted to contact us for the maintenance fees, however they do not have any of our personal information, as they state they have had a name change from Alahambra to Diamond, which is why our information is unavailable. the Mortgage holder themselves with Lando has informed us this could be sold, though we have found our contract states otherwise. We were pressured into buying and feel completely manipulated as they took our children to a play room for an hour. They brought them back exhausted and cranky where we were then pressured into buying this after declining the offers multiple times without our children present. We were also informed the unit could be rented out by another party, for Daytona week, however found that to be untrue in our contract as well. We were there as guests and made to feel that we would be unwelcomed on the premises if we did not sign a membership. We were also not informed of the itemized prices that come along with this though were required to pay a transfer fee, a maintenance fee, the mortgage, and the company RCI membership. This was not itemized out nor explained. We were also informed that the success rate of a Timeshare sale was incredibly high and that once people own and use their time shares they do not ever want to get out. We did get ours from a foreclosure, when asked why they stated it was due to a death.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/26/2019

Rodney Kelley
2917 Turning Leaf Lane
Jacksonville, FL, 32221-4902

Duval
Phone: (904) 534-2067
Email: grace4grace@comcast.net

Name/Firm/Company: Diamond Resorts/Amber Vacation Club
Subject/Category: Time share resell
Street Address: Alhambra Villas, 500 Cypress Parkway
City: Kissimmee, FL 34759 Osceola
Phone: 1.888.578.6747
Website: https://www.diamondresorts.com/

Questions/Comments:
Hello, I was given a timeshare a few years ago, connected to Amber Vacation Clubs. When it was given to me, the only cost was the quit claim deed. Diamond Resorts acquired Amber, and I don't recall approving any changes. In attempting to give away my time share, they are now going to charge me $250 for a non-family member, less if it is family. As an owner, I pay an annual fee and taxes. And now I have to pay them to give it away. Can they impose things arbitrarily. I have never seen a contract, as the timeshare was transferred to me through a quit claim deed. It is now a burden, and I have no recourse. Does Florida Law allow them to gouge me simply for wanting to give my timeshare away? It is a good timeshare, but could service someone else more than I. And Diamond is now charging me for selling what I own. Thank you, Rodney Kelley

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/14/2019

Edwin Espino
660 East Forest Street
Belle Plaine, MN, 56011

Phone: (612) 987-6878
Email: edwin.espino@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Time share
Street Address: 10600 West Charleston Boulevard
City: Las Vegas, NV 891135
Phone: (888) 208-6025
Date of Transaction: 07/11/2018
Amount Paid: 4508

Questions/Comments:
I attended a time share presentation at Diamond Resort Orlando location (7600 Mystic Dunes Lane, Celebration, Florida, 34747) Representative tried to make me sign up for example package that will cost a grand total of $4,508 with monthly payments of $173. I asked them if I sign up for the example package can I cancelled if I changed my mind at any time. The agent told me yes. However, he also stated that I won't be able to call or to cancel until 14 days from 07/11/208 since it will take that long for my account to show in their computer system. I paid a down payment of $349. I gave him my credit card and bank information. A few minutes later he gave me a recipe. But I never signed for it. After a month I never heard back any one about this example package. As per agent they were going send me documentation and information on how to use time share. However, I never heard back from them, so I called them to cancel. They told me that I could not canceled since it was over 10 days since the day that I agree to purchase the example package. I told them that I was told something complete different when I was in Florida. I explained to them that the agent told me not to call to cancel or do anything until 14 days since my it will take that long to show in their computer system. Diamond Resort refused to accept my cancellation and I disputed with their collection department. I called my bank and explained the situation and they were able to get back my deposit and cancel any transaction from Diamonds. Diamond Financial department sent me a copy of the contract that I had never saw before and even the signature does not match my signature on driver license or any legal document that I use. They put my account in collection and reported me to the credit agency. My credit score was lowered by 100 point and is affecting in multiple ways. Please help me. I do not know what to do. I have not used their time share and I not planning to. I was just want cancel something that I was lie about and I never even sign up for. Thanks, Edwin Espino

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/07/2019

Robert Zornetzer
102 Saunton Links
Williamsburg, Virginia, 23188

Phone: (757) 564-8505
Email: bobzorn@gmail.com

Subject/Category: RE: Diamond Resorts Lead No.: 9-6882035

Questions/Comments:
Diamond legal; I have reviewed the attached PDF concerning the Dollar amounts, offered for refund to us, for cancelling Contract number 17786436 for 7500 points made on Oct 16, 2018. In determining this Dollar amount refund Diamond includes: a down payment of $5,691, subsequent payments of $925.57 per month from Dec 2018 till May 2019 (last payment we made) which is equal to 6 * $925.57 = $5543.22, additional annual Maintenance Fee assessments paid of $1284.38 which results in a total reimbursement of $12,528.80. Diamond then subtracts loan payments due on pre-existing loan number 27863687 executed on May 14, 2018 of $4232.58 bringing the total reimbursement to $8296.22, for cancellation of contract number 17786436 and reinstatement of loan number 27863687. We do have some questions on these dollar amounts you are using to determine
our reimbursement. First, the down payment on our copy of the purchase agreement for these additional 7500 points now being cancelled was $5616 and not $5691 even though our credit card was charged $5691. However, there were additional charges to us on this 7500 point purchase agreement (line item 8) of $750 for Financed Closing Costs payable to Diamond. Also under Closing costs Item B. - “Closing Costs to You” (us), there is shown a charge of $825. We are assuming Diamond charged us an additional $75 on top of the $750 (line item 8) to get to $825. Now Diamond is refunding us the additional $75 cost we incurred in our down payment of $5,691, but what about the $750 financed closing cost for this contract that is being cancelled. We did originally pay $750 in Financed Closing Costs to Diamond on the previous contract we made in May 2018, and now it looks like we paid a second $750 in Financed Closing Costs for this contract to be cancelled that we are not being reimbursed. You are refunding the extra $75 of the $825 Closing Cost to us but what about the other $750 Financed Closing Costs charged to us for the October, 2019 contact being cancelled. Finally you are charging us the old contract monthly payment of $384.78 for a total of 11 months for the period from December 2018 thru October 2019 for an amount of 11 x $384.78 = $4,232.58. Why 11 months and not just 9 months thru August 2019? Why the extra 2 months (September and October) payments? Do you expect it to take 2 months to settle this cancellation? We are willing to accept this early 2 month payment charge if it means we will have no more payments due till November of 2019 and the subsequent monthly charges will remain at $384.78 till the end of the loan. We would like to know the remaining outstanding balance on loan number 27863687
after making the $4,232.58 payment and subtraction from that loan. We would also like to know the remaining number of payments of $384.78 we will have, i.e. when does that loan complete (month and year)? We would also like to know the Maintenance Fee’s we will incur on our remaining
Diamond points, after cancellation of these 7500 points. If you can clarify these items for us, we will sign the MRA cancellation
agreement, notarize it, and mail it out as specified. As a final note, to expedite matters, we would consider applying the refund you

are offering to partially payoff the existing loan number 27863687 - if this is
possible (can Diamond do this?). We would like to know what would be the
remaining balance on loan number 27863687, if we did apply this refund to the
loan. We also might consider paying that remaining balance off as well, to
eliminate the loan completely. Our only obligation then would be yearly
maintenance charges for our remaining Diamond points. Sincerely Bob and Sheila Zornetzer From:
Russell, Julia <Julia.Russell@diamondresorts.com>
Sent: Wednesday, August 7, 2019 9:06 AM
To: Bob Zorn <bobzorn@gmail.com>
Cc: Knapp, Shelbey <Shelbey.Knapp@diamondresorts.com>; Burke, Russell
<Russell.Burke@diamondresorts.com>
Subject: RE: Diamond Resorts Lead No.: 9-6882035 Mr. Zornetzer, Attached please find a Mutual
Release Agreement ("MRA") for your review and
signature. Please sign in front of a Notary Public and return the MRA to the
following address: Diamond Resorts 10600 West Charleston Blvd. Las Vegas, NV 89135 Attn: Legal/
Shelbey Knapp Should you have any questions regarding the MRA, please direct them to
Legal@diamondresorts.com. Sincerely, Julia Russell Julia Russell | Consumer Legal Affairs Paralegal |
Tel: 702-823-7091 Diamond Resorts™ | Stay Vacationed.® Please consider the environment before
printing From: Bob Zorn <bobzorn@gmail.com>
Sent: Monday, August 5, 2019 6:59 AM
To: Russell, Julia <Julia.Russell@diamondresorts.com>
Cc: Knapp, Shelbey <Shelbey.Knapp@diamondresorts.com>; companyresponse@myfloridalegal.com
Subject: RE: Diamond Resorts Lead No.: 9-6882035 [This message was received from an external
sender. Please use caution when
opening any attachments or links within this e-mail.] Julia Russell; We were trying to call you to discuss
several questions concerning the
cancellation and refund specifics Diamond is considering for the 7500 points
purchase, made in Virginia Beach VA on Oct. 16, 2018. From the October 16, 2018 Diamond purchase
agreement, we have identified the
following dollar amount charges: they include a purchase price of $37,438 for
7500 points, charges of $825 for closing costs (to us), and an estimated
maintenance fee assessment of $1273. If you add up all these charges, they
total $39, 536. This $39536 does not include the loan interest we already have
paid, on these 7500 points, starting in December 2018 till now. We would also
need a more exact dollar amount for the maintenance fees, we have paid this
year for these additional 7500 points. We would also like to get credit (a refund) for the higher interest rate
(15.312% vs 13.99%) we have been charged and paying on the older (May 2018)
Scottsdale 8500 point purchase since December 2018. We also would like the new
interest rate for the remaining loan balance, to be reduced to at least the
interest rate (13.99%) we were paying on the original Scottsdale purchase of
8500 points. It is really, not a simple task to calculate these refund amounts, but we will
wait for whatever documentation you will be providing us for this cancellation
and refund. However, we would like you to consider some of the purchase price
details we indicated above, when providing the final dollar amount paperwork
for the cancellation and refund of this most recent 7500 point purchase. We are available for discussion
on this subject by phone or you can just
provide the cancellation dollar information and we will review it and comment
on it. Our acceptance of this offer could be expedited, if we could talk
directly to the Diamond people, involved in making these dollar determinations
to enable us to better understand the dollar amount refund being offered, and
the loan amount particulars for the remaining balance, before we make our
decision on whether or not to accept this Diamond offer. Thank you, Bob and Shelia Zornetzer From:
Russell, Julia <Julia.Russell@diamondresorts.com>
Sent: Friday, August 02, 2019 3:27 PM
To: szornetzer@cox.net
Subject: RE: Diamond Resorts Lead No.: 9-6882035 Mr. and Mrs. Zornetzer, I am in receipt of your phone
call. Please direct any questions you have to

this email address. Sincerely, Julia Russell Julia Russell | Consumer Legal Affairs Paralegal |
Tel: 702-823-7091 Diamond Resorts™ | Stay Vacationed.® Please consider the environment before
printing From:
Russell, Julia
Sent: Thursday, August 1, 2019 12:19 PM
To: 'szornetzer@cox.net' <szornetzer@cox.net>
Cc: 'companyresponse@myfloridalegal.com' <companyresponse@myfloridalegal.com>; Knapp, Shelbey
<Shelbey.Knapp@diamondresorts.com>
Subject: Diamond Resorts Lead No.: 9-6882035 Please see our response attached. Sincerely, Julia
Russell - ZORNETZER 17786436 WRAP FULL REFUND.pdf

MUTUAL RELEASE AND TERMINATION
OF PURCHASE AND SECURITY AGREEMENT

Membership Owner: Robert Bruce Zornetzer 102 Saunton Links Williamsburg, Virginia 23188	**Additional Owners**: Sheila Klopping Zornetzer
Contract Number: **17786436**	**No of Points:** **7500**

This Mutual Release and Termination of Purchase and Security Agreement entered into between Diamond Resorts U.S. Collection Development, LLC ("Diamond"); Diamond Resorts U.S. Collection Members Association ("The Association"); and the above named Owner(s) (collectively, "Owner"), is effective upon the date of execution by all parties below.

Whereas, this Agreement is made as a compromise and settlement between Diamond, The Association and Owner for the complete and final termination of the Membership in Diamond Resorts U.S. Collection ("Membership") held by Owner under the previously-executed Diamond Resorts U.S. Collection Purchase and Security Agreement identified above as **The Contract**.

In consideration of the foregoing and the mutual covenants set forth herein, the parties agree as follows:

(1) Owner releases all right, title, interest, and claim, in and to the Membership held in Owner's name, and the timeshare points ("Points") allocated thereto;

(2) Owner authorizes The Association to transfer the Points held in Owner's name to the cumulative register of Diamond;

(3) Diamond releases Owner of all obligations, financial and otherwise, under the Purchase and Security Agreement.

(4) The Association releases Owner from liability for any unpaid annual and special assessment fees.

(5) *Within 30 days upon receipt of this Agreement executed by Owner, Diamond shall refund or cause to be refunded to the Owner the sum of **$8,296.22** (the amount comprise **of $5,691.00** representing the down payment paid on October 16, 2018; **$5,553.42** for the total amount paid on loan number 27863720 plus; **$1,284.38** for the annual assessments minus; **$4,232.58** to be applied towards reinstated loan number 27863687 in order to bring loan current thru October 5, 2019). This amount will be refunded in the same manner(s) in which Owner originally tendered payment. For example, payment by credit card will result in the amount being refunded to the credit card used, and payment by check will be refunded by check.*

(6) Upon cancellation of Contract number 17786436; Diamond will reinstate loan number 27863687. Owner will continue to be responsible for the reinstated loan and the related contract number 17952657 based upon the original terms and conditions included in the contract.

Owner acknowledges that by execution of this Agreement all of Owner's use rights at the Diamond Resorts U.S. Collection properties, including reservations with third party exchange companies, will be immediately terminated.

Except as necessary to enforce this Agreement, each party to this Agreement releases each of the others, as well as their respective heirs, successors, assigns, predecessors, affiliates, subsidiaries, parent and sister companies, directors, officers, shareholders, employees, and agents from any and all claims, demands, costs, contracts, liabilities, objections, grievances, complaints, actions and causes of action of every type, nature and description, whether in law or in equity, known or unknown, suspected or unsuspected, which the party ever had, or now has, against the other. Owner hereby explicitly waives California Civil Code Section 1542, or similar laws of other jurisdictions, which Section 1542 provides as follows, "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

Each of the parties represents and warrants to each other party that such has the full power and authority to execute, deliver, and perform its obligations under this Agreement, and each individual signing this Agreement represents and warrants that he/she is fully empowered and authorized to do so.

The warranties and representations made herein shall be binding upon the respective heirs, trustees, executors, administrators, representatives, successors and assigns of each of the parties. Owner agrees to keep the terms of this Agreement strictly confidential from the date of its execution, and not to disclose its existence or contents to any person not a party hereto without the written consent of the Association and Diamond. Notwithstanding the foregoing sentence, either party may disclose the terms of this agreement to a legal and/or tax professional for purposes of seeking legal and/or tax advice in regards to that party's rights and obligations pursuant to this MRA.

Owner agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or business reputation, practices or conduct of Diamond or Association, their respective parent entities, sister entities and/or subsidiaries, and their respective employees,

directors, and/or officers. Owner acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone in any format whatsoever, including but not limited to those made via social media, bulletin board services, blogs, email, physical mail, or any other method to the news media, investors, potential investors, any board of directors or advisory board or individual directors, industry analysts, competitors, strategic partners, vendors, employees (past and present) and clients (past and present) or potential clients.

This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Nevada. The parties irrevocably consent to the jurisdiction of the courts located within the County of Clark, State of Nevada, and it shall be the sole forum for the resolution of any disputes thereof.

Owner acknowledges that this Mutual Release and Termination of Purchase and Security Agreement shall not be deemed effective unless it is executed by all owners of record on the Membership. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the entire Agreement. An electronic signature, or a copy of a signature, shall have the same force and effect as an original signature.

The parties hereto warrant and represent that no promise or inducement has been offered or made for this Agreement except as herein set forth, that this Agreement is executed freely without reliance on any statements or any representations not contained herein, and that this Agreement reflects the entire agreement among the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned.

OWNER

By _____
Name: Robert Bruce Zornetzer

STATE OF_____)
) ss.
County of _____)

Signed and sworn to before me this _____ day of
_____, 2019

_____ _____
Notary Public Expiration

ADDITIONAL OWNER

By _____
Name: Sheila Klopping Zornetzer

STATE OF_____)
) ss.
County of _____)

Signed and sworn to before me this _____ day of
_____, 2019

_____ _____
Notary Public Expiration

Diamond Resorts U. S. Collection Development, LLC
a Delaware limited liability company

By: Diamond Resorts Developer and Sales Holding Company
Its: Sole Manager

By: _____

Name: _____
Its: Authorized Representative

Executed this _____ day of _____, 2019

Diamond Resorts U. S. Collection Members Association
a Delaware non-stock corporation not-for-profit

By: _____

Name: _____
Its: Authorized Representative

Executed this _____ day of _____, 2019

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/06/2019

Robert Zornetzer

, ,

Email: bobzorn@gmail.com

Subject/Category: RE: Diamond Resorts Lead No.: 9-6882035

Questions/Comments:
Julia Russell; We were trying to call you to discuss several questions concerning the cancellation and refund specifics Diamond is considering for the 7500 points purchase, made in Virginia Beach VA on Oct. 16, 2018. From the October 16, 2018 Diamond purchase agreement, we have identified the following dollar amount charges: they include a purchase price of $37,438 for 7500 points, charges of $825 for closing costs (to us), and an estimated maintenance fee assessment of $1273. If you add up all these charges, they total $39, 536. This $39536 does not include the loan interest we already have paid, on these 7500 points, starting in December 2018 till now. We would also need a more exact dollar amount for the maintenance fees, we have paid this year for these additional 7500 points. We would also like to get credit (a refund) for the higher interest rate (15.312% vs 13.99%) we have been charged and paying on the older (May 2018) Scottsdale 8500 point purchase since December 2018. We also would like the new interest rate for the remaining loan balance, to be reduced to at least the interest rate (13.99%) we were paying on the original Scottsdale purchase of 8500 points. It is really, not a simple task to calculate these refund amounts, but we will wait for whatever documentation you will be providing us for this cancellation and refund. However, we would like you to consider some of the purchase price details we indicated above, when providing the final dollar amount paperwork for the cancellation and refund of this most recent 7500 point purchase. We are available for discussion on this subject by phone or you can just provide the cancellation dollar information and we will review it and comment on it. Our acceptance of this offer could be expedited, if we could talk directly to the Diamond people, involved in making these dollar determinations to enable us to better understand the dollar amount refund being offered, and the loan amount particulars for the remaining balance, before we make our decision on whether or not to accept this Diamond offer. Thank you, Bob and Shelia Zornetzer From: Russell, Julia <Julia.Russell@diamondresorts.com>
Sent: Friday, August 02, 2019 3:27 PM
To: szornetzer@cox.net
Subject: RE: Diamond Resorts Lead No.: 9-6882035 Mr. and Mrs. Zornetzer, I am in receipt of your phone call. Please direct any questions you have to this email address. Sincerely, Julia Russell Julia Russell | Consumer Legal Affairs Paralegal | Tel: 702-823-7091 Diamond Resorts™ | Stay Vacationed.® Please consider the environment before printing CONFIDENTIALITY NOTICE: This email transmission, including any attached files, may contain confidential information and is intended only for use by the individual(s) to whom it is addressed. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the original transmission and attachments without reading or saving in any manner. Thank you.. From: Russell, Julia
Sent: Thursday, August 1, 2019 12:19 PM
To: 'szornetzer@cox.net' <szornetzer@cox.net>

Cc: 'companyresponse@myfloridalegal.com' <companyresponse@myfloridalegal.com>; Knapp, Shelbey <Shelbey.Knapp@diamondresorts.com>
Subject: Diamond Resorts Lead No.: 9-6882035 Please see our response attached. Sincerely, Julia Russell

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/01/2019

Spencer Marks
10621 SW 113th Place, Apt. A
Miami, FL, 33176

Miami-Dade
Phone: (239) 910-3878
Email: smarks1250@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare - Misrepresentative Information
Street Address: Ocean Drive
City: Miami, FL Miami-Dade
Date of Transaction: 02/14/2018
Amount Paid: 19,800

Questions/Comments:
Since I live in Miami, I was able to return to the resort 2x after I purchased the timeshare plan. I repeatedly asked many of the same questions on all three visits and was given the same answers by three different sales persons on each visit to the resort site. I have documented my many correspondence to Diamond Resorts thoroughly describing the many misrepresentative information I received from these sales reps that appear to be coordinated to mislead buyers.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/27/2019

Nancy Niocle
330 SE 8 STREET
Pompano Beach, FL, 33060

Broward
Email: jgop@bellsouth.net

Name/Firm/Company: Diamond Resorts International
Subject/Category: Travel
Amount Paid: $70,000

Questions/Comments:
Please advise how many complaints have been made against this company operating in Florida. They have taken $70,000 from a parent and providing no travel in consideration for the membership fees paid. Are there class action suits and has the State taken any action against Diamond Resorts? Need the monies returned and company shut down--- they are preying on elderly.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/10/2019

Hector Arambula
2142 Malcolm
Wichita, KS, 67208

Phone: (316) 943-1727
Email: hecjaram@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare fraud
City: Orlando, FL Orange
Website: https://www.diamondresorts.com/
Date of Transaction: 08/08/2018
Amount Paid: 24.80

Questions/Comments:
We made a final payment on our mortgage and have proof of cashed checks.This company reported to our credit bureau that we were late which is false. We even have proof that their booking keeping is inaccurate because they even sent us a check for over payment on our account with the wrong last name. I had to resend the check so they can issue it with my correct last name. Also a representative even stated that after we made our last mortgage payment that we would receive the right to deed document which we still have not received. We have even contacted Experian (credit bureau) and provided them with our supporting documents which they still don't want to remove this false negative report from Diamond Resorts. I had great credit until this company ruined it without a legitimate reason. I feel attacked and they're using this tactic to their advantage because I want to give them back their timeshare. I've never used this so called investment and my maintenance fees have doubled. Bottom line I've been lied to with their high pressure tactics and I don't want nothing to do with this fraudulent company.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/08/2019

Bruce Miller
1509 Trimaran Pl
Trinity, FL, 34655

Pasco
Phone: (727) 264-8439
Email: Millertime928@gmail.com

Name/Firm/Company: Orange Lake Resort
Subject/Category: Timeshare Misrepresentation
Street Address: 8505 W. Irlo Bronson Memorial Hwy
City: Kissimmee, FL 34747 Osceola
Website: https://www.orangelake.com/home
Date of Transaction: 11/22/2016
Amount Paid: 5000

Questions/Comments:
I originally signed with Orange Lake Resorts in November 22nd of 2016. We went to a presentation of around 90 minutes or so and we listened to two highly trained salesmen tell us about this timeshare and used high pressure tactics. They never mentioned that the fees would increase to be so high. They only tell you what they want to hear and once we wanted to leave, he brought in his boss and he continued to pressure us. We had to sign that same day and we did not have time to think about this very important financial decision. The salespeople really don’t tell you much before signing, they briefly go over the points from the contract that benefit them instead of giving us the time to read everything in order to fully understand the terms we were signing. I have been trying to get in contact with Orange Lake Resorts regarding my account for several months and I have not received any type of resolution to my issue. I have previously stated that both my wife and I are retired, and we are on a fixed income which makes it very difficult to continue to pay the money that this company is asking for. I have asked for any type of assistance including a mutual release and they have not been able to assist me further. All this company cares about is the money since they continue to send me bill statements knowing the situation that I am in. I am extremely disappointed in this company and I would like a resolution to my complaints immediately. I have been nothing but amicable during this process and I hope that Orange Lake Resorts will take my situation into strong consideration when formulating a response as I am eager to get this taken care of as soon as possible.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/14/2019

Jeffrey Schultz
136 Chambers Street
Spencerport, NY, 14559

Monroe
Email: jschultz979@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare
Street Address: 10600 West Charleston Blvd
City: Las Vegas, NV 89135
Phone: (877) 374-2582
Date of Transaction: 04/19/2017
Amount Paid: 10000

Questions/Comments:
We have reached out to Diamond to resolve a matter that we have with their sales staff and they have been unresponsive. It took us months to talk to someone and they ended up being in the financial services department. We were lied to during the meeting and it has cost my family a considerable amount of money. We are asking for your help is canceling our contracts and getting us back the amount of the deposit and loan amounts that we have paid to Diamond. We have researched the company and have found hundreds of complaints about sales and how they treat owners and coercing them to upgrade each time they visit. This is not a company that we wish to deal with and we were lied to during our visit. They took a whole day away from my kids as they sat in the room waiting for us. We didn't need the points and they filled our head with lies to make us believe that this was the best option for my family. We both work long hours and work very hard for our money. This company will not get another dime of it. We are asking for your help in getting our money back and having them cancel our contracts. Let us know if you have any questions.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/07/2019

Diane Vann
2029 Powhatan Road
Hyattsville, MD, 20782

Phone: (301) 422-9026
Email: vannatlaw@aol.com

Name/Firm/Company: Exchange Points Club
Subject/Category: Fraudulent Business Practices
Street Address: 6965 Piazza Grande Ave
City: Orlando, FL 32835 Orange
Website: https://www.exchangepointsclub.com/
Date of Transaction: 09/19/2018
Amount Paid: 3995.00

Questions/Comments:
We were contacted by Exchange Points Club, disguising their company as Diamond International (the TimeShare I am a member of). The Exchange Points representative played the role of a Diamond Resort Representative offering a new program that pays members for unused points/weeks. We were told if we paid $3995.00, the company would sell our remaining units (10) at $1400, per week, guaranteeing us $14,000. We were to receive a check for this amount on 1/22/19. The company has not sent us a payment, nor are they responding to phone calls. I filed a complaint with the BBB, and that has been the only way to get a response from the company. I have been refused a refund, and not paid for the units I signed over. Nor have I been able to pay maintenance fees of my timeshare which were part of the contract. I am attaching a copy of the contract, as well as communication (email) with a Points Exchange manager, who has asked to remain anonymous; however, I am more than comfortable providing his name and email address as additional evidence. My goal is to 1) be refunded the $3995.00 and 2) for this company to be closed for fraudulent business practices. The owner also has a number of other companies that may also be fraudulent.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/08/2019

David Gaston
26250 Eureka Rd.
Edinboro, PA, 16412

Phone: (814) 881-5240
Email: Toyota54celica@yahoo.com

Name/Firm/Company: Grand Beach By Diamond Resorts
Subject/Category: Timeshare Points
Street Address: 8317 Lake Bryan Beach Blvd
City: Orlando, FL 32821 Orange
Phone: (407) 238-2500
Website: diamondresortsandhotels.com
Date of Transaction: 03/21/2016
Amount Paid: 17,107.77

Questions/Comments:
We have been told by our own state that this is not within their jurisdiction and we have tracked the location of the last purchase to be within Florida's jurisdiction. We are hopeful assistance can be granted.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/03/2019

William Garcia
5027 Poinciana Drive
Houston, TX, 77092

Phone: (713) 806-2425
Email: rendongarc@aol.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Time Share
City: Celebration Station, FL

Questions/Comments:
Has there been any changes to be able to successfully terminate timeshare contract? I'm 69 years old and finding it difficult to continue being able to travel to Florida and deal with the cost associated with this timeshare. Thank you for your time. William J. Garcia Jr.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 12/05/2019

Kamela Boniello
3108 McCord Blvd
Tallahassee, FL, 32303

Leon
Phone: (561) 501-8200
Email: kbonielloj@gmail.com

Name/Firm/Company: Diamond Resorts US Collection
Subject/Category: Timeshare fraud and inducement practices
Date of Transaction: 08/27/2019
Amount Paid: $38,000

Questions/Comments:
Sales representatives used false and misleading information into the inducement of purchasing points. Was told 30,000 points could be redeemed or transferred for $9,000 to cover entire years maintenance fees as well money left over to vacation. They have also added my friend who was with me at the time to my account as a responsible party when he never signed any documents with them. Was not provided the "full" closing documents until near 2 months after sale and was never instructed as to the 10 day recision period. Full amount of sale as $75,900 which does not render their services as described.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/08/2019

Teresa Czaban
14290 NE 10th Ave
Trenton, FL, 32693

Gilchrist
Phone: (352) 210-5757
Email: czaban1911@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Contract cancellation refund
Street Address: 100600 West Charleston Blvd
City: Las Vegas, NE 89135
Phone: (702) 684-8000
Website: diamondresorts.com
Date of Transaction: 10/13/2019
Amount Paid: 15240.00

Questions/Comments:
Diamond received the contract cancellation on Oct 18, 2019, and we have not received our refund, which was due Nov 7th. We have called Diamond Financial services multiple times with different answers each time. We were told the refund was sent to First American Title on 10/31 and it would take 5 to 10 business days to receive the refund Then were told we would have it by the 7th. Today they still do not know where the refund is or how long it will take to get it to us. We just want our refund and no one seems to know where it is, or how long it will take to get it to us. Our contract said they had 20 days to return the money, but they have not honored that.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/16/2019

Jessica Heath
9425 Park Ave NE
Otsego, Minnesota, 55330

Email: Jheath@vivaldi.net

Name/Firm/Company: Diamond Resorts
Subject/Category: Falsified contract/theft by swindle
Street Address: 10600 W. Charleston Blvd.
City: Las Vegas, NV 89135
Phone: (877) 311-9466
Date of Transaction: 12/18/2017
Amount Paid: 33,095

Questions/Comments:
I purchased a 7500 point membership as a sampler package upgrade locking me in at $3.88 per point, and a sampler purchase of $3,995 credited toward the purchase of collection points. The purchase price was $29,100 on the original purchase and security agreement and only shows my down payment of $4,365. There should also be a $3,995 credit on line 3, but it is blank. On another copy of the purchase agreement the purchase price lists $33,095 on line 1, $3,995 on line 2, and $4,365 on line 4. Line 3 (adjusted purchase price) has $29,100 entered. There are a few more issues to explain, but this seemed most important.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/08/2019

Teresa Czaban
14290 NE 10th Ave
Trenton, FL, 32693

Gilchrist
Phone: (352) 210-5757
Email: czaban1911@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Contract cancellation refund
Street Address: 100600 West Charleston Blvd
City: Las Vegas, NE 89135
Phone: (702) 684-8000
Website: diamondresorts.com
Date of Transaction: 10/13/2019
Amount Paid: 15240.00

Questions/Comments:
Diamond received the contract cancellation on Oct 18, 2019, and we have not received our refund, which was due Nov 7th. We have called Diamond Financial services multiple times with different answers each time. We were told the refund was sent to First American Title on 10/31 and it would take 5 to 10 business days to receive the refund Then were told we would have it by the 7th. Today they still do not know where the refund is or how long it will take to get it to us. We just want our refund and no one seems to know where it is, or how long it will take to get it to us. Our contract said they had 20 days to return the money, but they have not honored that.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/18/2019

Nancy Phillips Maloney
19 Hampton Harbor Rd
Hampton Bays, NY, 11946

Phone: (631) 833-0015
Email: Nphilip@optonline.net

Name/Firm/Company: Mystic Dunes Diamond Resorts
Subject/Category: Timeshare fraud in Florida
Street Address: 7600 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Website: mystic-dunes-resort.com
Date of Transaction: 02/12/2004
Amount Paid: $21,900.00

Questions/Comments:
Promises made or false claims made in order to make sale. Fees yearly started at $553.21 and now up over $1,400.00
Ability to trade as promised is extremely limited, and if at all, to mostly run down facilities. Please, someone, somewhere, has to stop the FRAUD. WE also have a home in Flagler Beach, Florida. If there is any legal means to disperse of this ownership, please let me know.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/14/2019

Nestor Diaz
6824 180th Court
Tinley Park, IL, 60477

Phone: (708) 307-1754
Email: ndiazpt1986@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: timeshare sales
City: Las Vegas, NV
Date of Transaction: 12/29/2017
Amount Paid: 65000

Questions/Comments:
We have paid by credit card and mortgage and even took out a personal loan to pay for this. In December 2017 we attended a meeting at Mystic Dunes during which the salesmen told us our maintenance fees were going up and that if we didn't act and purchase a different plan that our children would be liable for any debts should anything happen to us! This tactic worked at the time but on reflection, it was a clear use of fear tactics and lies used in order to pressure us into making a decision on the spot. We came to find out that this was just the start of unscrupulous and deliberately misleading sales pitches. We attended another meeting in March 2018 where the sales reps again used high pressure sales tactics, this time trying to get us to buy more points; however we declined the offer as we were still paying off the previous points. The next meeting in September 2018 was the tipping point. At our breakfast meeting with Mr. Mathew Mitsis, he presented us with a "life-changing opportunity" which would see our "investment" in the Hawaii collection show returns within 3-5 years. Mathew told us that his points allowed him to live well in Maui and that he would help us use ours in a similar fashion. This meeting went well past lunchtime, and we were drained and worn down from the whole experience. But we were looking forward to the extra income gained from being able to rent out our newly acquired points. We were palmed off onto another company (Island rentals and real estate) and a different representative (Sarah Corbett Raunch) who has been in contact but unable to rent out our points at the returns promised. Mathew has since disappeared and we have been left feeling utterly let down, lied to, and taken advantage of, which we were. These extra costs are something that we cannot afford and would not have purchased were it not for the lies told by the salesperson. From the get-go the sales teams have used the transfer of our timeshare from Tempus to Diamond Resort to confuse us and change our deal to a more expensive one. They made a whole host of empty promises and told outright lies; those above are only the tip of the iceberg. They duped us into taking out an $11,000 credit card that we did not desire. It is because of this that we can no longer trust the company with our money and wish to sever our contracts on these grounds. We find they treat us, the customers - not as people - but as something to be used and bled dry. The whole process has been demeaning and dehumanizing.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/12/2019

Rita Sosa
1101 Gold Villas, Vega Alta, P.R. 00692
Vega Alta, FL, 00692

Phone: (787) 360-3280
Email: rsosa011@gmail.com

Name/Firm/Company: Liki Tiki - Diamond Resorts
Subject/Category: Time Share
Street Address: 1101 Gold Villas
City: Vega Alta, FL 00692

Questions/Comments:
Attorney General Ashley Moody 9/12/2019 DETAILS OF CASE - Timeshare Complex: Liki Tiki Village II - Diamond Resorts

- # Contract: 62531.1
- Date of contract: 9/21/2010
- Week: 913E / 49 O (odd years)
- Monthly payment: $193.25
  - Total payment: 120 (10 years)
    - Paid total: 36 (3 years)
      (Last: Sept. 2014)
    - Total of pending payments: 84 (7 years)
      (Delayed: 39 payments from October 2014 to Dec 2017)
      With additional surcharge amount increased by $199
    - Amount of debt: approx. $17,264 to June 30, 2019. - Maintenance
      - Initially $610.65 yearly
      - Actuality approx. $1,100 annually (will confirm exact amount subsequently)
      - In arrears, not paid from 2014 to 2017 (4 years): $4,058.03 with surcharges and interests.

DESCRIPTION In September 2010 I traveled to Orlando, FL. motivated by the supposedly "prize" that I had "won" in a radio advertisement that gifted a stay of 4 days and 3 nights with a free entry ticket to a Disney Park or Theme Park to those who gave the correct response to their question. In the process of claiming the prize I was told about the condition or requirement of first attending an Orlando meeting after which I would be given free entry to the Park of my choice. The reunion finished with a talk, a presentation, which was delivered in Spanish. They talked about vacations, of places, having different points which each property held in order to use it, of buying vacation properties of which I would be the owner for a week at a specific place and date "without cost" for me to incur and I could benefit by lending to other individuals this particular property or any other that I would have rights to without fee or at lower fee, depending on the acquired points and I could charge an amount that I would determine as rent (which would be very convenient because it would provide income allow me to pay my monthly fee and extra money for myself. Even though everything appeared very attractive it was all new to me and I did not feel safe but there was not much time for clarifications because there was an overload of information, they had taken extensive time during the process, around 5 hours and I was exhausted. At first, I wanted to find a consulting group and when I asked for additional time to think about it they told me that they were giving me the very special offer of the day and at any moment it would change and then I would lose a good opportunity. I felt pressured to make a decision at that moment, even though I was feeling insecure. They took me to the person who was going to explain the contract to me, [who spoke only english and the contract was also written in English]. My English is very poor. I understand very little and hardly speak it. The man who gave the presentation in Spanish was present to translate for me but I do not understand contract terms or legalities. Under these described conditions, I signed the contract. The monthly payments I made from direct debits to my checkbook account. For this reason I have been making payments on time during the first 3 years. For maintenance I sent one payment at the beginning of each year corresponding to years 2011 to 2013. In spite of this, I never used my timeshare. Those times that I

requested, 6 months in advance, to use my points for another date and location they told me there was nothing available. In one occasion, I requested my week for exchange on Interval, but I did not use this one either. In 2014, I started having financial and health problems. My mother was also having health problems and my father died. Since I was living with them during that time, I could no longer afford to pay the maintenance fee. My only employment was part-time. I send letters to Diamond Resorts via e-mail and certified mail explaining my situation that I was incapable of continuing payments to the timeshare. Note that I have never used it. I requested cancellation of contract and I was denied. I decided with my bank (First Bank) to discontinue direct payments to the timeshare company. I have received emails and letters from the credit agency Equiant Financial Services. I enclose such letter. I also have received by regular mail letters of maintenance fees with the amount of actual debt. I do not have them available at the moment, but I can obtain them and send them in the near future. This has negatively affected my credit and this negative report from the Company impeded the purchase of a house July 2017. Before I stopped making payments, in 2 occasions I tried to sell it throught companies that offers services of resale of timeshares which I had to pay high fees but it was not sold. These are: - Direct Media Group on 8/28/2013

I paid approx. $800 (do not remember exact amount) - Sell My Timeshare on 1/21/2014

I paid $998 I understand that the sale of timeshares in Florida before their construction; use of contracts in the English language to people who speak Spanish and for many other reasons, these contracts are illegal. For this reason, I appreciate, in advance, your assistance in helping me get rid of this such a heavy load. I hope for your prompt help to be able to end this nightmare. Thanks,

Rita L Sosa Ruiz 1101 Gold Villas, Vega Alta, PR 00692
Tel: (787)372-2386
E-mail: rsosa011@gmail.com

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 09/09/2019

Rita Sosa
1101 Gold Villas
Vega Alta, FL, 00692

Phone: (787) 372-2386
Email: RSosa011@gmail.com

Name/Firm/Company: Liki Tiki - Diamond Resorts
Subject/Category: Time Share

Questions/Comments:
Attorney General Ashley Moody 9/9/2019 DETALLES DEL CASO - Complejo de Time Share: Liki Tiki Village II - Diamond Resort
- # Contrato: 62531.1
- Fecha contrato: 9/21/2010
- Semana: 913E / 49 O (años impares)
- Pago mensual: $193.25
- Total de pagos: 120 (10 años)
- Pagados: 36 (3 años)
(Ultimo: sept. 2014)
- Total de pagos pendientes: 84 (7 años)
(En atraso: 39 pagos de oct. 2014 a dic. 2017)
Con recargos aumentó la cantidad a $199
- Monto de la deuda: aprox. $17,264 al 30 de Junio 2019. - Mantenimiento
- Inicialmente $610.65 anual
- Actualmente aprox. $1,100 anual (mas adelante confirmo la cantidad exacta)
- En atraso, sin pagar desde 2014-2017 (4 años): $4,058.03 con los recargos e intereses. DESCRIPCION En septiembre 2010 viajé a Orlando, Florida motivada por un supuesto “premio” que me había ‘ganado” en una promoción radial que regalaban una estadía de 4 días y 3 noches con entrada gratis a un parque de Disney o Parque Temático, al que diera la respuesta correcta a una pregunta que habían hecho. En el proceso de reclamar el premio me indicaron sobre la condición o requisito de asistir primero a una reunión en Orlando, luego de la cual me entregarían las entradas gratis al Parque que yo eligiera. La reunión termino por ser una charla o presentación, la cual me dieron en español. Me hablaron de vacaciones, de lugares, de unas cantidades de puntos de los cuales dependía cual propiedad pudiera usar, de comprar propiedades vacacionales en las que yo sería dueña de una semana en un lugar y fecha específicos, “sin costo” para mí y pudiera obtener ganancias prestándoles a otras personas esa propiedad o alguna otra a la que yo tuviera derecho sin costo o a bajo costo, según la cantidad de puntos que yo tuviera, y les cobraría la cantidad que yo determinara, como una especie de alquiler, [lo cual sería muy conveniente porque me generaría ganancias con la cual cubriría el pago mensual y tendría dinero para mí]. Aunque todo parecía muy atractivo era algo nuevo para mí y no me sentía segura, pero no había mucho tiempo para aclaraciones porque era mucha información, se habían tomado mucho tiempo en todo el proceso, alrededor de 5 horas y ya yo estaba agotada. Quería buscar primero alguna consultoría y cuando pedí que me dieran tiempo para pensarlo me dijeron que me estaban dando una oferta muy especial que había ese día y que en cualquier momento ésta cambiaba y entonces yo perdería tan buena oportunidad. Me sentí presionada a tomar una decisión en ese momento, aunque me sentía insegura. Me llevaron con la persona que me iba a explicar el contrato, [la cual solo hablaba inglés y el contrato también está escrito en inglés]. Mi inglés es muy malo, entiendo poco y casi no lo hablo. El que me había dado la presentación en español estaba presente para traducirme, pero yo no entiendo los términos del contrato ni legales. Estando en las condiciones descritas anteriormente firmé el contrato. Los pagos mensuales los realizaba a través de débito directo de mi cuenta de cheques, por lo cual siempre estaba al día con los pagos durante los primeros 3 años y para el mantenimiento enviaba en un solo pago a principios de año la totalidad correspondiente a cada año del 2011 al 2013. A pesar de

esto nunca utilicé mi Time Share. Las veces que solicité con 6 meses de anticipación para utilizar mis puntos en otra fecha y lugar [me indicaban que no había nada disponible]. En una ocasión pedí mi semana para intercambio en Interval pero tampoco ésta la usé. En 2014 comencé a tener problemas económicos y con mi salud y la salud de mi madre y el fallecimiento de mi padre, con quienes vivía en aquel momento, y ya no pude pagar más el mantenimiento. Mi único empleo es a tiempo parcial. Envié a Diamond Resorts cartas por email y correo certificado explicando mi situación que me incapacitaba para continuar pagando el Time Share, que además jamás lo había utilizado y solicité la cancelación del contrato, lo cual me negaron. Hice gestiones en mi Banco (First Bank) para no autorizar más el cobro directo por parte de la compañía del Time Share. He recibido emails y cartas de cobro de la agencia de cobros Equiant Financial Services. Aquí le envío la carta adjunta. También he recibido por correo postal cartas de cobro del mantenimiento con el monto de la deuda actualizada. No las tengo accesibles en este momento, pero puedo conseguirlas y enviarlas más adelante. Esto me ha afectado negativamente en mi informe de crédito y el reporte negativo de esa compañía impidió que yo pudiera comprar una casa en julio 2017. Antes de dejar de pagarlo, en 2 ocasiones intenté venderlo a través de compañías que dicen dedicarse a revender los Time Share y los que tuve que pagar precios altos y ninguna lo vendió. Estas son: - Direct Media Group en 8/28/2013

Pagué aprox. $800 (no recuerdo exactamente) - Sell My Time Share en 1/21/2014

Pagué $998

Tengo entendido que, por venderse los Time Share en Florida, antes de ser construidos; por utilizar contratos en idioma inglés a personas de habla español, y por muchas razones más, estos contratos son ilegales, por lo que le agradeceré su ayuda para poder librarme de esta carga tan pesada. Gracias,

Rita L Sosa Ruiz 1101 Gold Villas, Vega Alta, P.R. 00692
Tel: (787) 372-2386
E-Mail: RSosa011@gmail.com

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/07/2019

Evelyn heisley- Sanchez
3245 West 70th St
Hialeah, FL, 33018

Miami-Dade
Phone: (786) 271-6348
Email: heisleysanchez@bellsouth.net

Name/Firm/Company: Diamond Resorts International/ The Palms County Club and Resort
Subject/Category: Timeshare
Street Address: P.O. Box 8526
City: Coral Springs, FL 33075 Broward
Phone: (877) 374-2582
Website: https://www.diamondresorts.com/
Amount Paid: $7,000.00

Questions/Comments:
We are looking to be released from our timeshare and it's financial hardships it has caused us. We are retired and on a fixed income. We are just asking Diamond to help us out and to look at our needs. Since we are a fixed income paying for fees with no end in sight is just not plausible. We have tried several times to be released and have talked to a representative who seemed uninterested in our situations and informed us that we had to supply proof of trying to get out and they might deem it enough to get out. They had also told me I could try to sell it. Neither of these options have gotten me anywhere. We are just tired of this run around and don't think its right to make us pay for this stress and financial burden any longer. We are retired, and do not want to continue to be exhausted by this any longer.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 08/29/2019

Ronda Gorsica
1833
Tallahassee, FL, 32309

Leon
Phone: (850) 980-3414
Email: rgorsica@gorsicalaw.com

Name/Firm/Company: Parkway International Resort by Diamond Resorts
Subject/Category: Hotel Conduct During State of Emergency
Street Address: 6200 Safari Trail
City: Kissimmee, FL 34747 Osceola
Phone: (407) 396-6600
Website: https://www.diamondresortsandhotels.com/resorts/parkway-international-resort-orlando
Date of Transaction: 08/27/2019
Amount Paid: 257.34

Questions/Comments:
We had reservations for 08/30 and 08/31. Confirmation number is 8070927356179. The Governor declared a State of Emergency. Orlando is in the projected path of the hurricane. News is there is a shortage of fuel and water in the Orland area and likely to get worse as the hurricane approaches. I canceled my reservation. One of our party members is 74 years old, a diabetic on dialysis with heart disease. He is treated by physicians in Tallahassee. We feared traveling to Orlando and being stranded with no fuel. The hotel said we booked a nonrefundable reservation and they have a strict policy...no refunds. I am not 60 years of age or older; however, as I stated, one of the individuals who was going with me is 74 years old.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 11/14/2019

Richard Charlton
357 11Th Ave E
Vancouver, ----, V5T 4W3

Phone: (778) 951-0412
Email: rbcharlton9@gmail.com

Name/Firm/Company: DPM ACQUISITION MEXICO, S. DE R.L. DE C.V. o/a Diamond Resorts
Subject/Category: Timeshare Purchase
Street Address: 10600 West Charleston Blvd.
City: Las Vegas, NV 89135
Phone: (877) 374-2582
Website: www.diamondresorts.com
Date of Transaction: 10/17/2019
Amount Paid: 10,900

Questions/Comments:
I entered into a time share agreement on Oct 17, 2019. The agreement which clearly states that I am entitled to receive an original fully executed agreement by both parties. To date I have not received the document by copy or original executed by the seller. In addition, I also never received the Multisite Public Offering Statement for a purchase of points in a Club that offer use of points locations in Mexico and across the US. This is required to be delivered per FL Stat § 721.07(6). Because these items were never delivered, under the Timeshare agreement I am entitled to rescind the agreement and receive all deposits back. I do have the purchase and sale agreement and can provide it if required. I have sent a letter to the seller requesting the PSA be rescinded. To clarify, The total amount of the PSA is $45,900. The deposit has been paid at $10,900.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/04/2019

Catherine and Robert Boeck
3926 Avalon Ridge Dr
Spring, TX, 77386

Phone: (707) 321-3499
Email: cathyboeck@sbcglobal.net

Name/Firm/Company: Diamond Resorts Internationa
Subject/Category: Diamond Resorts International Complaint
Street Address: 400 North Atlantic Ave
City: Daytona Beach, FL 32118 Volusia
Phone: (386) 255-0251
Website: diamondresorts.com
Date of Transaction: 12/27/2018
Amount Paid: $34,340

Questions/Comments:
Catherine Boeck, age 58
Robert Boeck, age 72
Texas
707-321-3499
Platinum Member Number: 9-10413315 June 4, 2019 To: Michael Flaskey, CEO
Diamond Hospitality
Ashley Moody, Florida Attorney General
Barclay's Bank
Jason Gamel, ARDA President
Apollo Global Management
Association of Vacation Owners
Arizona Attorney General Mark Brnovich re CLARITY nationwide program Understand the deception we experienced perpetrated by Brad Leslie at Daytona Beach Regency. ARDA has a Code of Ethics that has clearly been violated at a sales presentation at Daytona Beach Regency December 27, 2018. We have connected with three other Diamond members who experienced the same level of deceit. Two have retained attorneys yet Diamond ignores the actions of this sales agent. Proof is highlighted below in red. We had been happy Platinum members. If this deception is not rectified, we will be another Platinum Diamond member disappointed to learn that Diamond encourages sales agents to deceive. I spoke to Sheilah Brust. Diamond responded to Sheilah stating that the company understands Brad Leslie's explanation was confusing, but not illegal. She was told that Diamond changed the way the program was presented, but here more than a year later Brad Leslie, in cooperation with his VP, continues unchecked. What happened to us also happened to the army veterans protesting outside Daytona Beach Regency. We know beyond any doubt Diamond sales agent Brad Leslie presented a Diamond program to pay maintenance fees at $.30 per point, a program that does not exist. Attached is an email (Labeled: #1 - Concerns About Diamond Purchase) we sent during the rescission period in which we asked Brad Leslie about the $.30 per point to redeem for cash to pay maintenance fees. Like the others, we were already aware of the legitimate 30/30 Luxury Program. We have never used the 30/30 program, as we never considered use of the Barclaycard, Luxury Program, and Travel Program a good value. As longstanding Platinum members, we know how to use our points and these programs. We told Brad Leslie we were not interested in the Luxury Program when he wrote it on the paper attached. We attach a copy of Brad Leslie's illustration (Labeled:. #2 - Presentation Illustration). He listed on his sheet various Diamond benefits. We told Brad that we did not need or want the benefits presented. We travel approximately 4 months per year with points and don't need additional points. After we said repeatedly we were not interested in the Luxury Program, Brad asked if we would like to redeem unused points to pay maintenance fees. Of course we said yes. He said that we could redeem unused points anytime during the year at .30/point for cash value. At no time, when he explained this benefit, did he mention the Luxury

Program. He asked us about the $.30 per point to pay maintenance fees AFTER he had written Luxury Program on his attached illustration, and after we declined those benefits. Attached is what Brad proposed (referring to the illustration), 42,000 represents the points we would own if we purchased an additional 10,000 points. We use 16,000 points a year as indicated. The remaining 26,000 points x $.30 per point = $7,800. If Brad were demonstrating the 30/30 Luxury Program, you would not get cash back. The points would reduce the cost of the Luxury package. In order to demonstrate clearly the 30/30 program, you would have to use the example in The Club Member Directory - Section 13.1.2, using the numbers in Brad's presentation as shown below: Luxury Package - Cost $26,000 for two people Pay for up to 30% of this package with our points = $26,000 x 30% = $7,800, so subtracting this from the total cost means your cash purchase is now $26,000 - $7,800 = $18,200. $7,800 divided by $0.30 per point = 26,000 points used. This package can be booked for $18, 200 plus 26,000 points. There is no cash back. The annual maintenance fees that will be paid on 26,000 points is $4,940 (Our total MF on 40,500 points is $7335/year approximately @ .19/point). In summary, you would be spending over $23,000 with no way to pay maintenance fees or any other expenses we had at $.30 per point as Brad told us. Bob specifically asked Brad if there was a cost associated with this program and he said no. We do not believe this is a cost-effective way to use our points or our money. For 26,000 points based on the 3000 per week upgraded Value Getaway website that Brad told us we would be getting is 9 weeks of vacation. We could have saved the $34,340 we spent on these 8500 points and the added yearly maintenance fees of $1510/year on these points to book a "Luxury" vacation on our own every year. Again, we NEVER would have bought points based on the Luxury Program. As an additional benefit, Brad said we would be getting a "special" updated Valued Getaways website that would mirror the "Book with Simple Search" website, in that all weeks could be booked at 3,000 points if we bought the additional points that day. There is no new website in regard to Value Getaways mirroring Simple Search. He gave us the scenario describing it as, "a great benefit to have as you get older and are unable to travel due to illness or just don't want to be away from home as much. You will be able to cover your maintenance fees and still travel." This was because we would have even more points to redeem at $.30 per point. As for the "Valued Getaways", we told Brad that we never find anything in the valued getaways other than efficiencies which do not work for us. He told us, if we bought and didn't see what we were looking for on the Simple Search, or on Valued Getaways, just call him and he would make sure we got the week for the 3000 pts. We gave him the example, "If we see the penthouse here at Daytona for 10,000 points, and it is not on valued getaways, we can call you and you'll get it for us for 3000 points?" His reply, "Yes, Diamond pays me good money to help you get the most from your ownership." He told us not to look at the website for a few months as it would take that long to be rebuilt and would not look right. He told Sheilah Brust in 2017 that it would take a few months and she should not look at the website. This obviously was meant to avoid the contract rescission period. We asked if we could think about it and get back to him later that day or the next day and he told us no, we had to buy right now to take advantage of these "New" benefits. After we signed the contract, we read it again. We realized that these programs were not mentioned in the contract. Brad said the website was being rebuilt. We called Brad and told him we were going to cancel and sent the email attached (Labeled: #1 - Concerns About Diamond Purchase) with our concerns. He came to our room to clear it up. He told us that Diamond doesn't advertise the $0.30/point cash redemption program because they do not want members turning it into a "business" so Diamond could not put it in the contract. We were leery but trusted Brad was telling the truth. He mentioned a pending lawsuit as one of the reasons it could not be in the contract. We did not cancel. We believed him. As Platinum members, we never experienced any deceit of this magnitude. The cost for 8500 points at $4.04/point was $34,340. This contract needs to be cancelled. We did not learn until April 11, 2019 that Brad lied. We had been trying to redeem some points for cash since February 8, 2019 (email attached #3 - Redeem Points Email). Brad would call back saying that the system wasn't ready for redeeming points yet. The last call he pushed it out until November. We were so upset that Cathy sent him an email on April 11th asking him what the delay was. She stated that we wanted to use the money from the cash redemption to pay off our BARCLAY card that we used for some of the down payment. The two cards had 6 months free interest which expired in July and had an obscenely high interest rate. Brad called us in response to the April 11 email. He told us we could redeem points on-line under the "My Benefits' section, Money Matters, Fee Payments. He said points could be redeemed at $04 per point to pay maintenance fees. We asked what he was talking about because of the extensive explanation he had provided of the $.30 to pay maintenance fees or other uses of points at $.30 per point. We saw this redemption value at $.04 per point when we signed the contract, but Brad said the $.30 per point was a new benefit that would not be in the contract. There were two of us at this presentation. We clearly heard Brad say we could pay

maintenance fees as well as use it for any other expenses we had at $.30 per point. On the phone call we said to Brad, “So you are telling us you sold us the “Luxury Program” (which we already knew and told him we did not like). The Valued Getaways program has not changed. It is still the same less desirable vacations with the majority being efficiencies. We spoke recently and repeatedly with Jason Abdela | Vice President of Sales Daytona Beach and The Cove on Ormond | DRI Daytona Beach Resort and twice with Tony Williams, | Area Quality Assurance Manager | DRI Grand Beach Resort. Jason Abdela offered to give us weeks for 3000 points for Valued Getaways for a period of time, but the major selling point was the maintenance fee redemption at $.30 per point. Again, Brad said they would adjust our Valued Getaways to mirror Simple Search to give us 3,000 points for all bookings, no matter what was on the Simple Search. Brad assured us that if we found any week on Simple Search, because of buying the additional points from him, today only, we could have any week available for 3,000 points. Jason had said he would make sure our dashboard would be adjusted for previous bookings. He would arrange the bookings for 3,000 points, and refund the difference in points actually used. Jason said that from this point on, he would book the vacations that needed adjusting. We purchased on December 27, 2018. Attached is a January 2, 2019 email (Labeled: #1 - Concerns About Diamond Purchase) sent to Brad, within the rescission period, mentioning the $.30 per point. We clearly understood the legitimate 30/30 program when we sent the email. Jason also told us he would pay our 1st year’s maintenance fees on these points. After we spoke with Jason repeatedly, on a conference call May 24, 2019 with Jason and Tony, the QA agent, they said they are unable to do anything because we signed the contract. Tony told us that we should have contacted Donnie, our closing QA agent with our concerns and Donnie would have clarified that we were being sold benefits we already have. We then asked Tony and Jason, why didn’t Brad tell us we needed to speak to Donnie about our concerns instead of saying we could talk to either of them? When Brad had taken us to the contract signing room, he told us that either he or Donnie were there to answer any questions. That was why we called Brad and sent the attached email to Brad. Jason and Tony had a bit of a disagreement on this on the conference call. Jason said either Brad or Donnie would be the one to contact about concerns. Tony did not reply when Jason asked him if he agreed. We should have never been told we could address our concerns with Brad or Donnie as obviously, we know beyond a doubt Brad lied to us. We deposited 29,000 points through Club Combination this year. The email noting 20,000 points is what we had planned to redeem @$0.30 per point. We have currently made reservations this year for 5 weeks, at a total of 42,995 points. These reservations are for years 2019 and 2020. Jason had said that he would reimburse the difference of actual points used and 3000 points per each week. This reimbursement would be 27,995 points. That number of points x $.30 per point is $8,398.50. We have discovered Diamond’s Clarity Program promising respect for the customer and clear, concise, and transparent information. https://www.diamondresorts.com/diamond-clarity The cost for 8500 points at $4.04/point was $34,340. This contract needs to be cancelled. How could you ever promote such a program after reading this complaint and viewing Brad’s illustration? We are sending this complaint as a courtesy before we seek to warn others. Cathy and Bob Boeck

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 10/24/2019

Charles Woodward
83 Cocasset Street Unit 1
Foxboro, MA, 02035

Phone: (508) 505-7404
Email: chuck3cpa@comcast.net

Name/Firm/Company: Diamond Resort Title Operations
Subject/Category: Real estate title
Street Address: 8415 South Park Circle
City: Orlando, FL 32819 Orange
Phone: (877) 497-7521
Date of Transaction: 10/24/2019
Amount Paid: 1542.57

Questions/Comments:
My brother passed away in January and left me his timeshare. We have sent the paperwork to the above mentioned company 3 times via email. We have called many times over the past two months to transfer title. Sometimes we are forced to leave a message which they state they will respond to within 24-48 hours. When we are lucky enough to get a human on the line, they say they will research it and get back to us within 24 hours. That NEVER happens. We will be losing out $1,500 fee with the resort as the title operations has not transferred title and does not respond to our numerous requests. I will be sending a letter to them via certified mail tomorrow. We cannot book with the resort until title has transferred and the resort has politely informed s that we are not the only ones having trouble with the title department. We need some help as the resort cannot get calls back from the title department either.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/07/2019

David Frasier
30 Alder Ct
Iowa City, IA, 52246

Phone: (716) 316-0972
Email: davidwfrasier@gmail.com

Name/Firm/Company: Diamond Resorts International Sampler Department
Subject/Category: Timeshare
Street Address: 10600W Charleston Blvd.
City: Las Vegas, NV 89135
Date of Transaction: 04/01/2019
Amount Paid: $3995

Questions/Comments:
April 7, 2019 DRI Sampler Department: RE: PLAN #178579085 On April 1, 2019 I had an update meeting with “Danny” at the Crescent Resort in Miami Beach. Danny made a number of offers, which I turned down. Subsequently a “developer’s representative” came in and made the offer of a 20,000-point sampler for $3995. This individual said that the 20,000 points would be good indefinitely, that I could lock in the discounted point price that Danny had offered – 2500 points for $5.15 per point (see document included) – for 24 months and that the full $3995 would be credited to the price of the points if I decided to purchase during that time. I did question points in the contract that contradicted those statements but the “developer’s representative” assured me that the 20,000 points were NOT limited to use within 24 months, that the full $3995 would be credited toward additional membership points purchase ANYTIME within the next 24 months. When I called the sampler department on returning home (April 6, 2019) the representative who I talked with said that the statements made by the “developer’s representative” were in fact false and that the 20,000 points had to be used within 24 months, and that the $3995 was not able to be fully credited toward the purchase of additional membership points. This is all to say that the representative flat out LIED to me and falsely represented the terms of the contract. Admittedly, I should have believed the terms in the written contract but, unfortunately, took the word of the representative, which has now proven to be a lie. However, I was told that under Florida law I have 10 (ten) days to revoke the contract, which was confirmed by the person I spoke with in the Sampler Department on April 6. Therefore, I am exercising my right under Florida law to revoke Plan #178579085 (copy attached) and demand a full refund of the $3995 charged to my credit card. If you have any questions about this situation I can be reached on my cell phone at 716-316-0972. I will expect to see the full refund to my credit card account within the next ten days. David W. Frasier
30 Alder Ct
Iowa City, IA 52246 CC: Florida Attorney General Citibank Customer Service

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/29/2019

Jeanette Hillier
32 Pennine Road, Wallasey,
Merseyside Ch44 2Bj Uk, ----,

Phone: 0151-630-6870
Email: hillierjean11@gmail.com

Name/Firm/Company: Diamond Resorts International, Cypress Pointe Resort
Subject/Category: Michael Minkoff
Street Address: 8651 Treasure Cay Lane
City: Orlando, FL 32836 Orange
Phone: 0345.359.0005
Website: diamondresorts.com
Date of Transaction: 10/09/2018
Amount Paid: 10,300.00

Questions/Comments:
At a presentation on Sept. 10, 2018 at Cypress Pointe, we had expressed concern about the increase in maintenance fees. Michael Minkoff told us he was not a member of the sales team but a salaried member of staff and there was no financial incentive for him. He offered us a redemption programme for which we had to upgrade from silver membership to gold membership to be eligible. We were told the redemption programme was only available until the end of September and that this would enable us to redeem our points to pay for maintenance fees, flights and concerts. We were also told that we would be able to sell any unused points to other members. We told Michael Minkoff that this would be helpful as I am 63 and my partner is 72 years old and we have both been diagnosed with cancer in the last two years. We upgraded to gold level having been told that we would receive a pack about the redemption programme within 45 days. In the days after the six hour presentation we read the contract and noted that there was no mention of any programmes or being able to redeem our points. We drew up a notice of cancellation and faxed this to DRI Financial Services in Las Vegas on Sept 17. The next morning Michael Minkoff phoned our apartment asking why we had cancelled when we needed help with maintenance fees. He came to our apartment and explained the programme again. He told us that the contract we had been given was standard format as the programmes were not always available. He answered all our questions and said that we could re-instate the Agreement by sending him an e-mail which I did there and then. The next morning I went to see him alone as my partner was unwell. I said that I was concerned about investing such a large amount of money when something could happen to me or my partner. Michael Minkoff told me that we could sell the points as there was a waiting list and he personally would help with this. He then asked me to put the request to re-instate the Agreement in writing and gave me a sheet of paper. I asked if my partner should be signing this and he told me to sign on my partner's behalf. On returning to the UK we awaited the pack but it never arrived. Michael Minkoff stopped replying to our emails and did not return our voice mail messages as we became more and more desperate to find out what was going on. I e-mailed a complaint to DRI Customer Services and was told there was no such programme and that Michael Minkoff was the Sales Manager. I was also told that DRI did not sell points for members. An internal inquiry took place and our claim was denied. As a goodwill gesture a maintenance fee credit was offered as a final resolution. We declined this saying that we had been the victims of consumer fraud and wanted the cost of the upgrade to be refunded. I then e-mailed the CEO who referred the matter to his upper sales leadership. This has not been satisfactory. I was told that there was no proof of the allegations and so the outcome remained the same. We have stressed during the investigations that we had nothing to gain by upgrading to gold level without the redemption programme offered to us. The maintenance fees (which was our initial concern) have now increased further and we have used all our savings. This situation is causing us considerable distress and anxiety. I have summarised these comments but have a full account available if required. A deposit of $10,300.00 was taken via credit card and debit card on the day, the balance of $41,950.00 was transferred to the DRI bank account at a later date. I would be most grateful for any assistance you can provide. Thank you for

taking the time to read my comments.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/01/2019

Sheilah Brust

, ,

Email: sbrust@nycap.rr.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Fw: Brust Complaint Diamond Resorts

Questions/Comments:
Sheilah Brust age 69 Thomas Brust age 72 New York Platinum Member Number 9-256675 June 29, 2019 To: Michael Flaskey, CEO Diamond Hospitality Ashley Moody, Florida Attorney General Lee anne Rounds Ahmed Kasoo Barclay's Bank Jason Gamel, ARDA President Apollo Global Management Center for Excellence on Elder Abuse, University of California Irvine Representative Katie Porter, Financial Services Committee http://www.centeronelderabuse.org/veterans.asp Greg Crist, AVO Brad Leslie Jason Abdula Since our experience, other Diamond members have been deceived by Brad Leslie and his manager Jason Abdula at The Cove in Ormond Beach and Daytona Beach Regency. At a Wyndham presentation near Daytona Beach Regency, my sales agent told me Brad Leslie no longer works at Wyndham because of "issues" serious enough he no longer works there. Attached are documents supporting why my husband and I, and a number of Platinum members, Diamond's most loyal members, feel targeted and deliberately sold into insolvency so our points can be taken back and resold. I will be asking the University of California, Irvine, Center for Elder Abuse to review the documentation attached. A Wall Street journalist reviewed our documentation last year. He agreed we are a victim of deceit. Wyndham has expressed concern over their loan loss provision being over 20%. I'm sure Diamond's foreclosure rate is even higher. Everyone I have had review our report but Diamond and the Florida DBPR agrees the deceit is obvious as illustrated by Brad Leslie's written pencil pitch. One need look no further than $8631 - $8631 = 0. Florida timeshare sales agents know they can say anything to sell points. I listened to the Florida legislative workshop as it was broadcasted March 12 of this year. The Florida Attorney General's spokesperson even stated on record Florida DBPR will do nothing to stop sales agents who lie because they only acted on 42 out of 1600 complaints, and of the 42 acted upon, most were resale's. Families are being devastated while timeshare sales agents earn a million dollars plus annually and like Brad Leslie's manager Jason, drive a Maserati. As 50% of Florida's timeshare complaints are seniors, it a business called timeshare elder abuse. https://www.floridatrend.com/article/25726/timeshare-tussle ARDA has a Code of Ethics (http://www.arda.org/ethics/
) was violated at our
sales presentation at The Cove on Ormond Beach, Florida February 4, 2017. Two of the Platinum members who were deceived by Brad Leslie retained attorneys yet Diamond ignores the action of this sales agent. Proof is highlighted below in red. The majority of the 93 Platinum members who have gathered together to provide proof, show a clear pattern of deception. The majority of the 93 Platinum members had been happy with the company. It was because Diamond earned our trust, we were easier deceived. We had been Diamond owners since 1994. I spoke to Brandy Alexander from corporate in NV back in 2018. Her response to me was that the company understands Brad Leslie's explanation was confusing, but not illegal. We were told that Diamond changed the way the program was presented. Recent complaints prove that Diamond has not changed the way the program is presented. Furthermore, Brad Leslie avoided the rescission period and my complaints to him by saying in 2017, "Wait a few

months because the new website is being built." Recent complaints he has said the same. This is proof this agent is deceptive. I have attached our response to Brandi (#1-Letter of Rebuttal Brandi Alexander-(4-22-18). We never received a response from Brandi but did receive a denial from VP Ruth Thomas. Others have contacted me with a very similar complaint and illustration, except for the specific travel related member benefit and amount of points, from Brad Leslie more than a year after my complaint was dismissed by Diamond. Brad Leslie, in cooperation with his VP Jason Abdela, continues unchecked.

What happened to us also happened to the Army veterans protesting outside the Daytona Beach Regency. We know beyond any doubt Diamond sales agent Brad Leslie presented a Diamond program with double points to pay maintenance fees at $.10 per point, a program that does not exist. Diamond prides itself on its CLARITY promise of RESPECT for the customer and clear, concise, accountable and transparent information, so to have the company respond, "We agree this is confusing, but not illegal" is something that needs to be exposed. I have contacted a US Attorney who is interested in Elder Abuse. The program Brad described was not a program for use of the luxury program or travel services. Attached is an email (#6 - Mail to Brad 2-10-17 about Rescind), sent during the rescission period in which we told Brad we do not see the program working as he explained and we were going to rescind the contract. Like others, we were already aware of the legitimate 30/30 Luxury Program benefits. We were all aware of benefits we already had. We have never used the 30/30 program, as we never considered the use of the Luxury Program, a good value. We have used the Travel Program a few times when we were going to lose points. As a longstanding Platinum member, we know how to use our points and these programs. In Brad's answer to some of the complaints we have sent to different agencies, he said he had to teach us everything (#2 - Response from Diamond and Brad to DBPR). Looking at our use of points proves otherwise. Many times, during the rescission period, we asked him if we had 130,000 points and only used 30,000 points, we would then get a check or debit card for $10,000.00 and he said YES. We could use the money for whatever we wanted. Attached is what Brad proposed (#3 - Brad 150,000 - Illustration page 1), 75,000 represents the points we would own if we purchased an additional 25,000 points. Diamond would double to 150,000 points. We actually use 50,000 points a year as indicated. The remaining 100,000 left for point redemption x $.10 per point = $10,000.00 check reimbursement. In the illustration, page 2, (#4 -Brad 130,000 - Illustration Page 2) showing the one we purchased, 15,000 points to make us have 65,000 points, and Diamond would match the 65,000 points to give us double points of 130,000 points. Brad said out of the 130,000 points we had, if we used 50,000 to travel and that would leave 80,000 to receive $8,000.00 by check or debit card. We asked why Diamond would do this and Brad said they want you to “Stay Vacationed”. Brad told us this was a brand-new program. He said he just returned from training in Orlando and this was a new program for Platinum level owners. We have been through three buyouts and each time there is always some changes, so with Apollo purchasing we wanted to know what was going to change with our membership. Brad’s demonstration, based on his interpretation (#2 - Diamond and Brad response to DBPR), was to represent the Travel Services Benefit, which reimburses you $0.10 per point, up to 100% of the amount you spent on flights and travel services. It also showed “Double Usage”, which Brad is saying this was using “Point Saver”, which gives discounts of 50%, or using upgrades to book a larger unit for the cost of a smaller unit. Let’s assume that you can reserve a week for 5000 points that normally would cost 10,000 points. Now reviewing Brad’s demonstration, using an additional purchase of 25,000 points, the total points owned is 75,000 points. The maintenance fee for

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Diamond does not advertise the double points program to get $0.10/point check/debit card reimbursement to pay maintenance fees because Diamond does not want members turning it into a "business" so Diamond could not put it into the contract. We were leery but trusted Brad was telling the truth We did not cancel, we believed him. As Platinum members, we have never before experienced deceit of this magnitude. Families are being financially ruined. We have had to forgo our retirement and
get part time jobs to pay for the Diamond Loan, the Maintenance Fees and the $26,000 that Brad Leslie had put on two new Barclay credit cards We have asked for copies of the applications that we filled out but all we received were applications that are all blacked out. They are attached (#7- Credit Card Applications from Diamond). We did not know Brad was opening two new credit cards until he came out of the office and said "Barclay loves you guys". We were very upset with this because (1st) the amount of down payment was never discussed, (2nd) we already had over $40,000 of open credit with Barclay, and (3rd) we know the only thing you get with putting the down payment on the Barclay credit card is 6 months free interest. We would have used a different credit card with much better benefits and interest rate. I am reporting this again to the Secret Service, as advised by the FBI and refilling this with IC3.gov given additional Diamond members have experienced the same deceit. I have attached other emails and text messages (#8 Emails to Brad and his
comments), (#9 Mail to Brad with his answers), (#10 Per Phone Conversation with Brad 3-10-17), (#11 text to Brad on 15,000 pts. and 65,000 pts.), (#12 Not able to use our 65,000 pts. 2018 Text Brad). There were two of us at this presentation. We clearly heard Brad say we would receive double points so we could pay maintenance fees as well as use it for any other expenses we had at $ .10 per point. The cost for 15,000 points at $3.7326/point was $55,989.00 . This contract
needs to be cancelled. In no way does Brad's illustration conform to Diamond's Clarity Program
promising respect for the customer and clear, concise, and transparent information. https://www.diamondresorts.com/diamond-clarity As Brad Leslie continues to deceive Diamond platinum members, and the program
has not changed as we were told, we are resubmitting our request for cancellation of our contract. Another member reached out to me through Social Media because what happened to them sounded so similar to my experience. This explains why Diamond's foreclosure rate is so high. We are a small group
of over 3200 Diamond members, so to have 93 of Diamond's most loyal level, feel like we do is something a company who cared would take seriously. We are the next in a long line of seniors driven to foreclose. Sheilah and Thomas Burst - # 1-Letter of rebutal to Brandi Alexsandra 4-22-18.docx - #2 Responce from
Diamond and Brad to DBPR and our rebuttal.pdf - #-3 - Brad Org. 150,000 Pencil Pitch 2-4-17.docx - #-4-Brad 130,000 Org. Pencil Pitch 2-4-17.docx - #5 Text on first try to use Travel Services 5-9-17.docx - #-6- Mail to Brad 2-10-17about rescind .pdf
To: Sheilah <sbrust@nycap.rr.com>
From: Sheilah <sbrust@nycap.rr.com>
Date: Thu, 21 Feb 2019 21:50:51 -0500
Subject: Fw: Credit Card Applications from Diamond ATTN: Juliet From: Sheilah
Sent: Sunday, July 01, 2018 9:59 PM
To: bcusofficeofthepresident@barclaycardus.com
Subject: Fw: Credit Card Applications from Diamond ATTN: Juliet Hi Juliet, I received the attached typed applications from Barclay but I want to see the
original hand written documents that is my 2nd attachment above. Diamond resorts must have faxed them over for credit approval. Thank you, Sheilah Brust From: Sheilah
Sent: Wednesday, June 13, 2018 4:26 PM
To: bcusofficeofthepresident@barclaycardus.com

Subject: Credit Card Applications from Diamond ATTN: Juliet Good Afternoon Juliet, I have tried to reach you by phone and left a message but have not heard back
from you. We spoke a while ago on our issues with Diamond Resorts and our
complaint was also sent to this office because Barclay credit cards were
opened. When you got back to me after you looked into this I believe you said
someone at Diamond had requested an increase in our credit. I need
clarification of that. I would also like a copies of the applications that
were sent to you. All I have seen from Diamond is what I have attached. My
husband and I have a lot of credit with your bank and still don't understand
why new cards would have been opened for $26,000 when we already had open
credit with you for around $40,000.00 and we only have a combined income of
$60,000. Not sure if you ran a credit report but if you did you would have
seen we had a mortgage of $130,000 on top of other bills. We thought they
were just checking to see if we had good credit. Thank you and hope to hear from you soon, Sheilah
Brust 18 Westcott Rd
Troy, NY 12182
518-235-1123 Home
sbrust@nycap.rr.com Thomas G Brust
18 Westcott Rd
Troy, NY 12182
518-235-1123 Home
tom_brust@yahoo.com - Credit Card Applications sent to Barclay 2-4-17.pdf -
Typed Application Documents for Barclay 7-1-18.pdf - #8 Emails to Brad and his
comments.docx - #9-Mail to brad with his answers 2-18-17.docx
From: Sheilah <sbrust@nycap.rr.com>
Date: Fri, 22 Jun 2018 21:02:56 -0400
Subject: Fw: Per Phone Conversation 3-10-17 Brad called us and I put him on speaker so my husband could also hear. He
said he could not email us because company would not let them email. From: Sheilah
Sent: Sunday, March 12, 2017 9:00 AM
To: brad.leslie@diamondresorts.com
Subject: Per Phone Conversation 3-10-17 Hi Brad, Per Tom's and my conversation with you on 3-10-17 we just want to make sure we
understand as follows: 1. We will have to pay the maintenance fee for the 15,000 points for a total
of $2621.00, but you are having a check mailed to us for @2621.00 to offset
the fee. This will happen every year as long as we do not use the 15,000
points. 2. The $12,000.00 on Tom's Diamond credit card and the $14,000.00 on
Sheilah's Diamond card we will have to make the payment to the credit card
company (Barclay). We understood that once we got home on March 7,2017 and
activated our credit cards this amount would be added to our Diamond
mortgage. When we questioned you about this in Daytona you said nothing could
be done until we got home and activated the credit cards. On this phone
conversation 3-10-17 you said you were sorry if we misunderstood and that the
payment to Diamond and payments to credit cards equal what we were paying a
month in maintenance fees. (Our issue with that is the interest on the
$26,000, on the credit cards is not tax deductible and the interest rate after
6 months is 15.49%. Had we known that we would not have put that much on the
cards and let Diamond finance more). 3. Debit cards are not ready yet so we will get checks and that will take
longer. 4. New program is not ready where we have 65,000 points and Diamond gives us
65,000 points for a total of 130,000 points a year. (during our sales updates
we weren't told this had not started). This will probably not be ready by the
time we come down to Daytona on May 1,2017. 5. We can't turn in our points for redemption until we do all our bookings
for the year. Out of the 130,000 points we use up to 50,000 points and put in
the rest for redemption for .10 a point (ex: 80,000 points for $8,000) that we
can use for what ever we want. Please respond to this by email so we have a clear understanding. Thank

you,
Tom and Sheilah Brust - #11 text to Brad on 15,000 pts and 65,000 pts.docx - #12 Not able to use our 65,000 pts 2018Text Brad 3.docx

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/12/2019

Sheila Brust

, ,

Email: sbrust@nycap.rr.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Brust - Diamond Complaint

Questions/Comments:
Sheilah Brust age 69 Thomas Brust age 72 New York Platinum Member Number 9-256675 July 11, 2019 To: Michael Flaskey, CEO Diamond Hospitality Ashley Moody, Florida Attorney General Lee anne Rounds Ahmed Kasoo Barclay's Bank Jason Gamel, ARDA President Apollo Global Management Center for Excellence on Elder Abuse, University of California Irvine Representative Katie Porter, Financial Services Committee http://www.centeronelderabuse.org/veterans.asp Greg Crist, AVO Since our experience, other Diamond members have been deceived by Brad Leslie and his manager Jason Abdula at The Cove in Ormond Beach and Daytona Beach Regency. At a Wyndham presentation near Daytona Beach Regency, my sales agent told me Brad Leslie no longer works at Wyndham because of "issues" serious enough he no longer works there. Attached are documents supporting why my husband and I, and a number of Platinum members, Diamond's most loyal members, feel targeted and deliberately sold into insolvency so our points can be taken back and resold. I will be asking the University of California, Irvine, Center for Elder Abuse to review the documentation attached. A Wall Street journalist reviewed our documentation last year. He agreed we are a victim of deceit. Wyndham has expressed concern over their loan loss provision being over 20%. I'm sure Diamond's foreclosure rate is even higher. Everyone I have had review our report but Diamond and the Florida DBPR agrees the deceit is obvious as illustrated by Brad Leslie's written pencil pitch. One need look no further than $8631 - $8631 = 0. Florida timeshare sales agents know they can say anything to sell points. I listened to the Florida legislative workshop as it was broadcasted March 12 of this year. The Florida Attorney General's spokesperson even stated on record Florida DBPR will do nothing to stop sales agents who lie because they only acted on 42 out of 1600 complaints, and of the 42 acted upon, most were resales. Families are being devastated while timeshare sales agents earn a million dollars plus annually and like Brad Leslie's manager Jason, drive a Maserati. As 50% of Florida's timeshare complaints are seniors, it a business called timeshare elder abuse. https://www.floridatrend.com/article/25726/timeshare-tussle ARDA has a Code of Ethics (http://www.arda.org/ethics/) was violated at our sales presentation at The Cove on Ormond Beach, Florida February 4, 2017. Two of the Platinum members who were deceived by Brad Leslie retained attorneys yet Diamond ignores the action of this sales agent. Proof is highlighted below in red. The majority of the 93 Platinum members who have gathered together to provide proof, show a clear pattern of deception. The majority of the 93 Platinum members had been happy with the company. It was because Diamond earned our trust, we were easier deceived. We had been Diamond owners since 1994. I spoke to Brandy Alexander from corporate in NV back in 2018. Her response to me was that the company understands Brad Leslie's explanation was confusing, but not illegal. We were told that Diamond changed the way the program was presented. Recent complaints prove that Diamond has not changed the way the program is presented. Furthermore, Brad Leslie avoided the rescisison period and my complaints to him by saying in 2017, "Wait a few months because the new website is being built." Recent complaints he has said

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promising respect for the customer and clear, concise, and transparent information. https://www.diamondresorts.com/diamond-clarity As Brad Leslie continues to deceive Diamond platinum members, and the program
has not changed as we were told, we are resubmitting our request for cancellation of our contract. Another member reached out to me through Social Media because what happened to them sounded so similar to my experience. This explains why Diamond's foreclosure rate is so high. We are a small group
of over 3200 Diamond members so to have 100 of Diamond's most loyal level, feel like we do is something a company who cared would take seriously. We are the next in a long line of seniors driven to foreclose. Sheilah and Thomas Burst - # 1-Letter of rebutal to Brandi Alexsandra 4-22-18.docx - #2 Responce from
Diamond and Brad to DBPR and our rebuttal.pdf - #-3- Brad 150,000 - Illustration page 1),.docx - #- 4 Brad 130,000 - Illustration page 2.docx - #5 Text on first try to use Travel Services 5-9-17.docx - #-6- Mail to Brad 2-10-17about rescind .pdf
To: Sheilah <sbrust@nycap.rr.com>
From: Sheilah <sbrust@nycap.rr.com>
Date: Thu, 21 Feb 2019 21:50:51 -0500
Subject: Fw: Credit Card Applications from Diamond ATTN: Juliet From: Sheilah
Sent: Sunday, July 01, 2018 9:59 PM
To: bcusofficeofthepresident@barclaycardus.com
Subject: Fw: Credit Card Applications from Diamond ATTN: Juliet Hi Juliet, I received the attached typed applications from Barclay but I want to see the
original hand written documents that is my 2nd attachment above. Diamond resorts must have faxed them over for credit approval. Thank you, Sheilah Brust From: Sheilah
Sent: Wednesday, June 13, 2018 4:26 PM
To: bcusofficeofthepresident@barclaycardus.com
Subject: Credit Card Applications from Diamond ATTN: Juliet Good Afternoon Juliet, I have tried to reach you by phone and left a message but have not heard back

from you. We spoke a while ago on our issues with Diamond Resorts and our
complaint was also sent to this office because Barclay credit cards were
opened. When you got back to me after you looked into this I believe you said
someone at Diamond had requested an increase in our credit. I need
clarification of that. I would also like a copies of the applications that
were sent to you. All I have seen from Diamond is what I have attached. My
husband and I have a lot of credit with your bank and still don't understand
why new cards would have been opened for $26,000 when we already had open
credit with you for around $40,000.00 and we only have a combined income of
$60,000. Not sure if you ran a credit report but if you did you would have
seen we had a mortgage of $130,000 on top of other bills. We thought they
were just checking to see if we had good credit. Thank you and hope to hear from you soon, Sheilah
Brust 18 Westcott Rd
Troy, NY 12182
518-235-1123 Home
sbrust@nycap.rr.com Thomas G Brust
18 Westcott Rd
Troy, NY 12182
518-235-1123 Home
tom_brust@yahoo.com - Credit Card Applications sent to Barclay 2-4-17.pdf -
Typed Application Documents for Barclay 7-1-18.pdf - #8 Emails to Brad and his
comments.docx - #9-Mail to brad with his answers 2-18-17.docx
From: Sheilah <sbrust@nycap.rr.com>
Date: Fri, 22 Jun 2018 21:02:56 -0400
Subject: Fw: Per Phone Conversation 3-10-17 Brad called us and I put him on speaker so my husband
could also hear. He
said he could not email us because company would not let them email. From: Sheilah
Sent: Sunday, March 12, 2017 9:00 AM
To: brad.leslie@diamondresorts.com
Subject: Per Phone Conversation 3-10-17 Hi Brad, Per Tom's and my conversation with you on 3-10-17
we just want to make sure we
understand as follows: 1. We will have to pay the maintenance fee for the 15,000 points for a total
of $2621.00, but you are having a check mailed to us for @2621.00 to offset
the fee. This will happen every year as long as we do not use the 15,000
points. 2. The $12,000.00 on Tom's Diamond credit card and the $14,000.00 on
Sheilah's Diamond card we will have to make the payment to the credit card
company (Barclay). We understood that once we got home on March 7,2017 and
activated our credit cards this amount would be added to our Diamond
mortgage. When we questioned you about this in Daytona you said nothing could
be done until we got home and activated the credit cards. On this phone
conversation 3-10-17 you said you were sorry if we misunderstood and that the
payment to Diamond and payments to credit cards equal what we were paying a
month in maintenance fees. (Our issue with that is the interest on the
$26,000, on the credit cards is not tax deductible and the interest rate after
6 months is 15.49%. Had we known that we would not have put that much on the
cards and let Diamond finance more). 3. Debit cards are not ready yet so we will get checks and that will take
longer. 4. New program is not ready where we have 65,000 points and Diamond gives us
65,000 points for a total of 130,000 points a year. (during our sales updates
we weren't told this had not started). This will probably not be ready by the
time we come down to Daytona on May 1,2017. 5. We can't turn in our points for redemption until we do all our bookings
for the year. Out of the 130,000 points we use up to 50,000 points and put in
the rest for redemption for .10 a point (ex: 80,000 points for $8,000) that we
can use for what ever we want. Please respond to this by email so we have a clear understanding. Thank you,
Tom and Sheilah Brust - #11 text to Brad on 15,000 pts and 65,000 pts.docx - #12 Not able to use our

65,000 pts 2018Text Brad 3.docx

To Whom it May Concern,

This in response to a telephone call we received from Diamond Resorts' Brandi Alexandra. We do not have anything in writing of Diamonds response to our rebuttal the first time because MS Alexandra was to email our conversation to us but has not done so, or was her call about our second complaint? She seemed a little confused and said you are talking about club compo and I said no we are talking about the 15,000 points. We spoke on April 5, 2018 and I have left two messages on her phone number 702-473-7645 ext. 20187 to send what she said she would. Another Diamond Resort employee who does not tell the truth.

We still believe what was done to us in Daytona Beach by Brad Leslie was considered Fraud and Financial Elder Abuse. I am again attaching proof of his deceit.
In our conversation with Ms. Alexandra even she said because of all the complaints they changed how the sold points. Her words were; MS. Alexandra: I definitely agree that your confusion of that process is warranted**. I have spoken to our legal team and sales team and we agree the double point explanation is definitely something that could have been misconstrued or seen as confusing by members or purchasers.**
We have made **changes** to the way that information is given at the time of sale but we have to say the stance we take on this is: **because there may have been some confusion** on how you may use those points and create a savings for yourself doesn't make the explanation illegal.

Misconstrued Definition: get a wrong or false impression
Synonyms: distort, exaggerate, misapprehend, misconceive, misinterpret, misjudge, misread, mistake, mistranslate, misunderstand, pervert, take the wrong way.

*This is a response to Ms. Alexandra had she been professional enough to send the email we requested.

MS. Alexandra—
I am not going away. I am sending your response and all the documents showing your company's fraud to the associations and law enforcement agencies.

Your response to seeing the pencil offering from Brad Leslie is the best piece of doublespeak BS that I have ever heard. Your sales agent, Brad Leslie, persuaded us to purchase the 15,000 points based on the writing that you have in your hands. We relied on his offer that the 15,000 added to the 50,000 would be doubled in this new program so that would give us 130,000 points to use. We also relied on his statement that we would not be responsible for the maintenance fees on these points if we did not use them. "The points would be in the background of your

account". The evidence I have for this lie is the copy of the repayment check for $2621 which we received from DRI after being billed for the maintenance fee!

Your response to me on April 5 after seeing the documentation:

I definitely agree that your confusion of that process is warranted. I have spoken to our legal team and sales team and **we agree the double point explanation** is definitely something that could have been **misconstrued or seen as confusing by members or purchasers**.
We have made changes to the way that information is given at the time of sale but I have to say the stance we take on this is: because there may have been some **confusion** on how you may use those points and creates a savings for yourself doesn't make the explanation illegal.

If Diamond agrees then why aren't they refunding members that were sold this line?

As the points you made in your response:

- YOUR CONFUSION OF THAT PROCESS IS WARRANTED. I was not confused. The pencil offering clearly shows we would be receiving 130,000 points, 80,000 of which we would use to pay maintenance fees and 50,000 which we would use for vacation. LOOK AGAIN, it's not confusing. It was so clear that we purchased based on this offer.
- DOUBLE POINT EXPLANATION IS DEFINITELY SOMETHING THAT COULD HAVE BEEN MISCONSTRUED. See above.
- WE HAVE MADE CHANGES TO THE WAY THE INFORMATION IS GIVEN AT THE TIME OF SALE. Do you mean that you will make sure the salespeople take and shred the pencil offerings that induce the sale 5 hours before the 10 minute period when customers get to sign the written contract?
- DOESN'T MAKE THE EXPLANATION ILLEGAL. We are not claiming the "explanation" is illegal. The explanation induced the sale—the sale didn't even come close to what was delivered. That is what is illegal.
- THE EXPLANATION—It wasn't an explanation. It was a clear plan for how to use the total of 130,000 points that we would own after purchasing 15,000 additional points.

You and Diamond Resorts have made this entire experience a nightmare. I will not be silent. I am resending all of these documents and your latest response to all of the relevant agencies and law enforcement. I will also be producing a new You Tube video with your hilarious response!!!!!!!!!!!!!

What is wrong with you?

https://www.fbi.gov/news/stories/elder-fraud-charges-announced/layout_view

https://www.fbi.gov/investigate/white-collar-crime

https://www.secretservice.gov/contact/

http://www.fraudaid.com/solution_center/jurisdictions/usfed-secretservice.htm

http://www.fraudaid.com/solution_center/jurisdictions/usfed-sec.htm

https://www.facebook.com/groups/DiamondResortsOwnersAdvocacy/

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

$ OWN 65,000

TOTAL USAGE Ex

130,000
- 50,000 (Actually USE)

80,000 left for Point Redemption

x .10 per POINT

$8,000 Check Reimbursement

719 TOTAL

69 | month maint
X 537 | mort 15K POINTS
+ 113 | Deposit X

719 TOTAL

÷ 12 = 66 5/month

69.00
x 12
828.00

COST ALL IN

650/month

8631 ÷ 12 = 719 / month

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

50 | 50
60 | 40
70 | 30

8,631

100% Fees
100% Loss

OR

More Points
More options
More benefits

) SAVE $
) REDIRECT SAVINGS
o Help offset cost

EXAMPLE
8631 (Now)
- 8631 (SAVE)
0

8631 (EXTRA)
8631 TOTAL COST
x 10 YEARS
86,310

or 25,000 POINTS

★ OWN 75,000 POINTS

★ Ability to get (Double USAGE)

TOTAL USAGE EXAMPLE
150,000 POINTS
- 50,000 (Actually USE)
100,000 Left for (POINT Redemption)
x .10 per POINT
$ 10,000 - Check/Reimbursement → 30 DAY
Debit CARD VISA - 72 HRS
JAN - Sep 30 th

Hotel | Cruise | Air | Shopping

DiamondResorts.com

Division of Florida Condominiums, Timeshares, and Mobile Homes
Bureau of Compliance
400 West Robinson Street
Suite N-908
Orlando, Florida 32801- 1736
Phone: 850.488.1122 • Fax: 850.488.7149

Jonathan Zachem, Secretary **Rick Scott,** Governor

April 24, 2018

Julia Russell
Consumer Legal Affairs Paralegal
Diamond Resorts International
10600 West Charleston Blvd.
Las Vegas, NV 89135
legal@diamondresorts.com

Respondent: Diamond Resorts U.S. Collection Development, LLC.
Complainant: Sheilah Brust
Project: Diamond Resorts U.S. Collection
Case #: 2018018568

Dear Ms. Russell:

The Florida Vacation Plan and Timesharing Act (Chapter 721, Florida Statutes) and related rules of the Florida Administrative Code are enforced by the Division of Florida Condominiums, Timeshares, and Mobile Homes.

We have received the attached complaint from Mrs. Sheilah Brust, timeshare owner, for investigation. Following is a summary of the issues listed in the complaint:

The Complainant is claiming misrepresentations by the sales agents during a sales presentation and upgrade purchase among other issues to include:

1. The sales agents informed the Complainant about a new program and if the Complainant were to purchase more points; the Respondent will match the amount of total points the Complainant owns.

There was no new program discussed as this member was already Platinum Loyalty. What we did discuss in tremendous detail was Loyalty Benefits that the discussed specifically using Room Upgrades and booking through the Point Saver Search tool, to allow the member to get additional usage out of their points. **We knew what we had**. During the update we went over Price Protection and how the more points they purchase, the lower their price point becomes. **We never discussed Price Protection and the more points you buy the cheaper they are.** member hadn't been using and we

We originally showed and presented adding 25,000 additional points to their account to give them an annual total of 75,000. The members indicated that they do a lot of travel outside of the Diamond system so we went over the Advantages of shifting some of their additional outside monies that were being spent renting hotel room and getting plane tix and paying for cruises into more Diamond points because they were pretty well using up the current 50,000 that they had so the idea with adding 25,000 more was to give them more flexibility to cover other travel needs that may arise. . **We do travel outside of Diamond but with other Timeshares, RCI or Interval and if you look at our point usage and points we save to the following year show we do not pretty well using up all our 50,000 points.** They were insistent on getting the "best possible deal" relating to price per point.

Because of their request and their outside travel needs we recommended 25,000 because since they were already Platinum, which means they already got "Platinum Pricing", purchasing this amount would again give them "Platinum Pricing" because 25,000 plus the 25,000 bonus Points equals 50,000. **This put their price per point around $2.88 at that time. We are always insistent on getting the best price and most have been bought in the $2.50 to $3.50 dollar range.** This put their price per point around $2.88 at that time. They also had 2 outside Timeshares they were very interested in bringing into The Club Combination Program. Both their Grand Seas and Wyndham timeshares were worth 18,100 Diamond Points. The overall price tag on the 25,000 points made them nervous **(We said NO)** so after consulting with my site leadership we dropped the package to 15,000 points which worked out to be $3.73 per point and we could still bring in their 2 outside timeshare into Club Combinations and they would still great a fantastic bonus trip, DDH as an Alaskan Cruise was on their bucket list.

- **Diamond Sales ask every time where would you like to go. Alaska has been on my husband's list. Jason later brought out the Dream Vacation Pack. For 15,000 points Alaska Cruse was one of the trip. We were also told that in CA we they had not used what we paid for our sampler so they were going to use it to take off the price.**

They also mentioned that the maintenance fees coming once a year around the holidays was the very difficult for them, so I suggested multiple times they want to consider setting it up on a monthly basis which they loved the idea. I told them all they needed to do when they were ready was call and pre pay 75% of the future years fees and then Diamond would set them up monthly. They told me they couldn't do that right then but would try to do it soon.

- **He did mention that we could set up maintenance fees on a monthly budget but I told him I save that money every month in a savings account. This was before we bought anything. I always had the money to pay maintenance fees but I probably did say the 1st of the year is a bad time to have them due because of the Holidays. It would not have mattered if his bogus plan of double points was true. We weren't suppose to have maintenance fees and I told him up front how much I put away each month to pay the fees so his plan better be right because there is no extra money. Why would I give Diamond every month a payment for my Maintenance fees when at least I get a little interest on my savings account.**

We did go into this meeting because of new ownership in the company (Apollo) to see what changes were being made. When we met Brad who was new to us he said he had just came back from a meeting in Orlando and there was a new program starting. This is the double point program and he proceeded to take a piece of Diamond stationary out and write upside down. He took the amount of what we paid in maintenance fees on 50,000 points for 2017 that was 8631/12= 719 /monthly. He asked if you can use that money to purchase more points and not have to pay maintenance fees on them wouldn't that be better than what you have now! You can see in his drawing how he wrote 8631 over 10 years would cost us 86,310. We could pay fees or 25,000 points. On the right side it show 150,000 points use 50,000 points 100,000 left for redemption at .10 is $10,000 – Check / Debit Visa Card. Brad said we could use for Hotel/Cruse/Air/Shopping. He said he could not tell us to use to pay maintenance fees because it would be like saying it was an investment but it is our money to do what we want. We told Brad NO that 25,000 points was too much for us and that is when he pulled out another sheet of Diamond stationary and proceeded with 15,000 points that is when I took the 1st sheet and turned it over to do some

math. On the second sheet we would have 65,000 points ant total 130,000 point use 50,000 points to travel and have 80,000 left for redemption at .10 a point for check reimbursement of $8,000.

Brad said we mentioned we did a lot of travel outside of diamond. We do travel outside of Diamond but rarely go to hotels. We own other timeshares and use them or RCI or Interval. We don't need to do luxury travel booking and he did not have to show us that I knew about it. One time I used points that I thought were expiring to purchase Southwest points because we usually fly Southwest. We did ask about adding Grand Seas and Wyndham into club combo. We had our other timeshare in there but we have never used Club Combo. Actually I did not realizes we paid each year to have them in there even if we didn't use it.

2. The sales agents also informed the Complainant that part of the program states if the Complainant has unused points at the end of the year those points may be turned in for $.10 a point and that money may be used in any manner the Complainant wishes.

During their owner update we discussed a lot of ancillary Benefits they already had with their membership but that they hadn't understood before therefore they had not been using them. The specific ones that we discussed and that were shown to them in writing off of our company collateral and closing documents include-

*As a Platinum Member they have the ability to redeem up to 50,000 and pay $100 and they get .04 per point directly toward their maintenance fees. This was explained during the presentation, initialed by both members in their pre pack documents and then explained and initialed by both of them again during their closing with the QA. This was explained that it was an option but certainly not the best use of their points.

- **We knew you could use points for Maintenance Fees but we never do that.**

*As a Platinum member they can use points their entire use year through the Diamond Luxury Program. This allows the member to use points on 30% of the cost of a hotel/cruise/etc at a rate of .30 per point. This was explained as a great way to help them with a lot of the outside travel they shared with me that they were doing and wanted to continue to do. In the US Collection they pay approximately .17 per point in maintenance so if they used they Luxury Program and got a value of .30 per point, it represents more in value for what they are paying in maintenance fees, plus it helps save them from coming out of pocket as much for their outside travel cost.

- **He may have explained it but we don't need that option, and if we did, we knew we had it. I have looked to purchase things from there but still price was too expensive.**

*As a Platinum member they can redeem points through the Travel Services Program. We did multiple examples of different locations where they can book a hotel room and use points to reimburse up too 100% of the cost at a rate of . 10 per point. It was explained the booking window to use this feature Is January 1-September 30th. As Platinum members the transaction fee to use points for member benefits is waived and they reimbursements are paid via check.

- **Yes we did know we could use travel services to book hotels with our points and we have done that before and we have also a few years ago used point to pay for rental cars but they don't have that option anymore. What was explained to us in May 2017 when things started to change we needed to use Travel services to book hotels and say we want to use points to pay. You need to pay for them with a credit card and then once you get the check you call travel services to cancel, then you can use the money for whatever**.

It was explained that most members will likely use the check to pay off whatever credit card they made the travel charge on but that it was up to the member what they used the check for, as the check doesn't automatically go toward anything. It is sent directly to the member and what the member choices to do with it is up to them.

- **Yes that is what I did before this when I booked hotel or cars.**

3. The sales agents further stated if the Complainant purchased more points with them and did not use the points the sales agents would be able to keep the newly purchased points in the background of their account and they would not be charged maintenance fees for the new points.

They are confusing the 15,000 points purchased and the 15,000 bonus points they received. They thought if they did their dream vacation to Alaska they would be charged additional maintenance fees. We went over in great detail that the only charge of using the DDH would be a $99.00 processing fee. One of the things I feel may have confused her is at the top right of the DDH collateral, she saw "Total Retail Value $4,556". She kept making the comment that she is afraid that if she does the trip she'll have to pay maintenance fees and that retail value price and I tried to explain that Diamond was simply trying to disclose the Retail Value of that particular trip to show our members what a fantastic deal they are receiving by NOT having to pay that, only $99.00. I assured her many times that regardless how she using those points there would not be a maintenance fee billed on them. In addition, the new maintenance fee for the new points they purchased would be billed every year just like every other time they purchased Points previous. That amount was shown and signed, initialed for multiple times.

3. **Unfortunately the 15,000 points that we purchased was at the top of a page I don't have but, I am not confused with the 15,000 Dream Vacation Points. Brad kept referring to the 15,000 points we purchase that they would be in the background of our account and we will get a bill for the $2620.51 and once we pay that let him know and he will send a check. I will be inclosing the 2017 bill and a copy of check that was sent to us to pay for it. I kept asking about the 15,000 points in the so called background and having a hard time believing if we didn't use them we didn't pay fees on them. The 1st year 2017 they sent me a check for them. If they weren't in the background then why weren't they added to my 2017 allotment, In 2017 I had 50,000 points not 65,000 points on my point usage sheet.**

- **We have had a few Dream Vacations given to us and you don't see the sheet of what they are until you are done. I know you have to pay $99 to book whatever one you choose or you don't have to choose to go anywhere they give you. You can just use the points and we have done that a couple of time, but, we did choose to use Dream Vacations on Sedona, Maui and Alaska so I think I am confused on how to use them. Like I said the 15,000 points in the background were to pay for the maintenance on them. If he says the Dream Vacation points were in the background and not my new 15,000 points then I was never credited for them on my account in 2017 they just randomly sent us a check for them. All his jibber jabber actually Brandi Alexandra said that each sales department could pay the first years maintenance if they wish to but not take away the points.**

One of the things I feel may have confused her is at the top right of the DOH collateral, she saw "Total Retail Value $4,556". She kept making the comment that she is afraid that if she does the trip she'll have to pay maintenance fees and that retail value price and I tried to explain that Diamond was simply trying to disclose the Retail, Value of that particular trip to show our members what a fantastic deal they are receiving by NOT having to pay that, only $99.00. I assured her many times that regardless how she using those points there would not be a maintenance fee billed on them.

- **We never once discussed any of this Dream Vacation Stuff at the sales pitch or on the phone. Like I said I have had a few of these trips.**

In addition, the new maintenance fee for the new points they purchased would be billed every year just like every other time they purchased Points previous. That amount was shown and signed, initialed for

multiple times)

- **Yes we did initial that but we were going on his word of once we pay them then he will refund us like 2017.**

4. The example of the programs the sales agents explained was that the Complainant currently owned 50,000 points and if the Complainant purchased 15,000 points their total would be 65,000 points and Diamond would give them 65,000 points for a total of 130,000 points. The Complainant would be able to use 50,000 points for vacations for a year and do not use the remaining 80,000 points and at the end of the year the Complainant could turn them in for $.10 a point for a total of $8,000. The $8,000 would be enough to pay the Complainants current maintenance fees for the 50,000 points as the sales agents were to keep the 15,000 points purchase in the background of the account and the Complainant would not be charged any additional maintenance fees for the newly purchased points.

The program they are referencing is number one, using their Platinum loyalty Benefits. They mentioned that they really didn't understand everything that was available to them, so we spent a good hour simply going through those benefits one by one and having her write notes on the items she felt they would use. She told me they normally prefer two bedrooms and if I could show her how to do an upgrade. Then I logged into the Diamond site and we did a couple mock reservations to show them how they could search to see if a two bedroom was available and also if a one bedroom was available at the same time and if it was they could book the smaller unit, use less points, then pay $7 per night and now they have a two bedroom for the amount of points they would spend on a one bedroom.

These comments to #4 would have been when we were there in May 2017 not on Feb. 4,2017. He took us to an office to talk, not out where everyone sits at a different table.

Actually we don't remember him opening any computer in February while we were there. On the phone one time he asked me to get onto my account so he could go over booking hotels and use points. (I already had used that feature, but never where I book, wait for check and then cancel)

This is a response from Julia Russell at Diamond to NV BBB: Ms.Brust is very familiar with the timeshare sales process.

Attached I will be sending our reservation usage back to 1995 and our point usage back to 2013 and you can see the number of times I booked Dream Vacations and also upgrades with my benefits. As a matter of fact I have been doing that way back to when it was 1 fee no matter how many weeks you stayed. I did not need him to explain any of that to me. We had a very good sales person for quite a few years until they both left Diamond. I am sure they taught us how to use the system well.

So it wasn't presented as a "new" program at all because they were already Platinum. They saw it as something new because they never used it before or knew how it worked. They also mentioned that they sometimes did trips spur of the moment and I showed them how to use "Point Saver" which gives discounts of 50% off so an example is if something was typically going to cost you 6,000 points, the same thing through Point Saver would only cost you 3,000 so you would have gotten additional usage out of your points without paying additional monies.

- **No we never used the point saver before because it didn't work for our travels. You book one week at a time and we usually go for 10 days or longer, plus most of the times I upgrade to 2 bedrooms and looking at where we travel to most were efficacies so we were better off doing upgrades.**

She asked me how many times a year a member could use Point Saver and I replied they have unlimited usage of it and based on when and where they go and what's available it represents an

incredible value to our members. The other point is we kept discussing the multiple benefits of setting their maintenance fees up on a monthly basis.

- **He did talk about monthly maintenance fees but I save money each month in a savings account. Why would I give my money to Diamond each month when I can earn a little interest on it and pay my maintenance fees on a credit card so I get points and pay the bill when it comes due.**

In addition to not having a big bill due around the holidays another feature of pre paying and being set up on a monthly is that those future years points would be available for them to use should they need them and it will allow them to book further in advance on certain vacations because they had already pre paid maintenance fees.

- **If you look at my point page you can see I usually bank points from year to year not need to go into the next year.**

By the way, it does show TWO YEARS WORTH OF POINTS ON THE MEMBERS DASHBOARD. EXAMPLE 2018: 65,000; 2019: 65,000. 65,000 plus 65,000 equals 130,000 should they decide to set up their maintenance fees on a monthly basis and ever need to use more points or book further out.

- **Look at the drawing it does not say anything about 2 years is 130,000. Two years has always showed up on our member's dashboard. Not the same thing as a split screen as he explained on Feb. 4, 2017. We were defiantly sold double points as the pencil pitch shows and even while meeting with him in May 2017 he still kept saying it was not ready**.

They understood they could turn in unused points toward paying part of their maintenance fees but it was stressed to them that it doesn't represent a good or decent deal because they only receive .04 per point and have to pay $100 to do it. We discussed the best use and value for the points is staying in our resorts, using the Luxury Programs and Travel Advantages.

- **This was not discussed on Feb. 4, 2017.**

- **Only because he said once we get home and activate them to call him and he would have it put on our Diamond Mortgage!**
  All I am seeing is 2 blacked out pages so I will be contacting Barclay's Presidents Office for what was sent to them. We did sign after he told us he would have them added to our Diamond Mortgage once we returned home. Where is the table sheet? And what is the table sheet?

- **Again when we met with Kathy the QA person she said well you all have been through this before and yes we have many times. <u>This time she said to us I hope if you decide to back out of this contract like the last time you will give Brad a chance to go over the program</u>. I called him many times because I didn't understand the program.**

6. After the year was up the Complainant contacted the sales agents to find out how to go about redeeming the unused points for $.10/point to pay the maintenance fees and the sales agent stated they must have misunderstood him. The Complainant did not get cash

for unused points and did not receive doubled points and had to pay the maintenance fees on the 15,000 upgrade points purchase.

Diamond had a few issues with this account earlier this year. Their annual allotment is 65,000 points. When Jan 2018 came along on their dashboard it showed 2018- 50,000 and under it it showed 2019- 65,000. Sheilah was under the impression at first that Diamond was holding those points back and she wouldn't have to pay maintenance fees unless she wanted to use them (again, confused them with the 15,000 bonus points). **(NOT)** I explained that was an error and she owns 65,000 with Diamond and must pay for what she owns. She then asked me well I've paid my full maintenance and where are the 15,000 points. I told her I would check on it. On January 22 i called the owner helpline on her behalf. The representative told me Diamond made an error and hadn't allotted those points into their account for some reason. They assured me it would be handled ASAP and they would email Club Contact Support to have their 15,000 added to their allotment. Another issue was they wanted to redeem their 65,000 points for Member Benefits and the rep they were dealing with told them they could only redeem up to 60,000 points EVEN though their allotment is 65,000. Sheilah again calls me and informs me so I said I would check it out. On Feb 13th I called the owner helpline on the members behalf to inquire why they were being told they could only redeem 60,000 when their allotment is 65,000. I was told that there have been a few glitches that Diamond has been dealing with and I was advised to advise the member to book their transaction as a cash only transaction, then Sheilah would need to call in and connect with the Club on doing a manual deduction. I went over this with Sheilah and she was very frustrated. She also informed me that she had already done multiple redemptions through Travel Advantages and none of the points had been deducted out of their account and their credit card bills for the hotels they booked were coming due. I told her I would check into it. Upon my checking I was informed by the owner helpline that they had been seriously behind in processing the member requests so everything is taking longer than usual. I spoke again with Sheilah to explain this and she understood but was still very nervous because the credit card bills were dues without a reimbursement to pay for them. I mentioned if she was that uncomfortable I would suggest cxling the existing reservations she had made, let her credit card get refunded the amount charged, and once Diamond had caught up and was back on a timely schedule rebooking her hotel she wanted. She seemed to appreciate the suggestion at that time.

- **It is funny this year that Diamond had issues with this account and not before. I did call and canceled the reservations hoping that the system to refund my credit card was also not seriously behind! I already had an $11,263.55 credit card bill for maintenance fees 2018 that were to be paid by new program and I did not want another bill from a credit card to come due with NO refunds from Diamond and have to accrue interest fees.**

The Complainant has provided written notes of the examples listed in the complaint. The hand written notes on Diamond letterhead were written by the sales agent as he explained the new programs to the Complainant.

The sales representative had a few additional notes he wanted to share with you regarding this member –

* Three majors reason why they added more points to their account were

1. Extra points to help with outside travel costs they had above and beyond their Diamond Membership
2. A low price per point and we gave them 15,000 DDH trip so they could truly do their dream vacation
3. We Club Comboed Two outside timeshares giving them a total of 18,100 points they can use through the Diamond System.

- **These 3 reasons are something we wrote on a form that you always have to fill out. We have enough points in Diamond and our other timeshare for more than enough travel. Actually we usually bank a lot of Diamond points every year. Enclosed is our**

point usage from their website if you can understand it. Price per point is just to put something down because they say something needs to be on the sheet. We have purchased at a lower price per point before. Actually they said when we purchased the last 4000 points we were coned into in CA they were to use what we paid for our sampler and Brad said they never did so he was going to use that. Looking now it was never taken off the price. Club Combo we did that.

- **This sheet is given to everyone every time you go to meeting and at the end of many hours you just put down anything to get out.**

3/29/17, I assisted them in helping them arrange their DDH. And in The a clarity program it is notated that they called in and booked the Vegas/Alaskan trip for 8/8/17,they also purchased the dining package and upgraded to a mini suite!

- **What did he have to arrange? I had asked him if he had trips for 10,000 points and he sent me what he got a few days later and there were no trips for 10,000 points. He says there is notated in Clarity program we called and booked the Vegas/Alaskan trip for 8/8/17. Well we did not book that trip we booked Scottsdale/Alaskan trip. So much for whatever their Clarity program is. Where are these notes?**

12/20/17 they asked me to call on their behalf to see if they could have an extension on paying their maintenance fees. She mentioned that their work/incomes have recently changed and they've fallen on hard times. So I called the owner helpline on their behalf which is notated in the clarity system 12/20/17 asking about any sort of grace period. I was instructed to have them call Financial Services directly, which I did and Sheilah informed me late that she did call and they worked something out and she was relieved

- **I have email that I asked him if he knew if there was a grace period for paying maintenance not to call on our behalf. I called and found out that we do have a grace period. There was nothing to work out with financial services, in our contract we have about 2 extra weeks to pay in full. The reason for that was because I wanted to wait until Jan. 4,2018 the beginning of new credit card statement so that would give me time to get this mess with Diamond and Brad straightened out. As it was when we use our points for travel services you can only use some of your points for the year so on his pencil pitch where it show $10,000 or $8,000 reimbursement was a lie to begin with.**

1/22/18 I called the helpline on their behalf as I mentioned above inquiring about the 15,000 points that were missing from 2018's allotment. This call was also notated in clarity.

- **Can I see where this Clarity note is?**

2/13/18 I called the helpline on their behalf as to why they were being told they could only redeem 60,000 points instead of the 65,000 that is their allotment. This call was also notated in Clarity.

- **Again can I see this note?**

During one of her conversations with me in February of this year, she mentioned how upset she was with not seeing the 15,000 points and the delay in receiving reimbursement, etc. she tells me that she is disgusted with the way Diamond seems to be operating recently and she is very much aware and active on various advisory boards and advocacy boards and she doesn't want to have to file a complaint but she been talking with other unhappy members and she just might have to go that route. I apologized for any frustration she had experienced and we issued her 18,000 Stay Free on me Points as a small token on how much we appreciate our members and we want them to have the best experiences possible.

- **3,000 of those points were from a mistake on our points and he had to give us a stay on me voucher for them. The 15,000 extra was because I had told**

him his program was great and because we had to use all our points to help pay the maintenance frees that were to have come from his bogus program we would not have any points to travel and he said Jason was going to make sure we had points to travel so that is why the 15,000 stay on me points.

- **This whole transaction has been a lie from the start and even Diamonds Brandi Alexandria said; I definitely agree that your confusion of that process is warranted. I have spoken to our legal team and sales team and we agree the double point explanation is definitely something that could have been misconstrued or seen as confusing by members or purchasers. We have made changes to the way that information is given at the time of sale but we have to say the stance we take on this is: because there may have been some confusion on how you may use those points and creates a savings for yourself doesn't make the explanation illegal.**

My husband and I are hard working people and were proud of what we had purchased over the years with diamond. I never said we have fallen on hard times as he stated on his 12/20/17 statement. I did tell him at the Feb. 4, 2017 meeting and probably then also that we trusted him and we did not have the maintenance of $11,263.00 because we were to have the 130,000 points to get reimbursement from.

I would like to see all his notes if he has them and If he recorded phone calls I would like to know. At this point it is a he said /she said and the drawing he did and what Brandi Alexandria said because of the way it was explained they have made changes. If they recognize they needed changes then they should make it right for the people who were sold on their previous explanation and refund all of us.

Please provide a response and supporting documents to my attention by **May 8, 2018.** Thank you for your assistance and cooperation regarding this matter.
Sincerely,

Lee Ann Roun

Lee Ann Rounds, Investigation
Specialist II Bureau of Compliance
400 West Robinson Street
N908 Orlando, Florida
32801
Tel: 407-650-4074
Email: LeeAnn.Rounds@MyFloridaLicense.co

LICENSE EFFICIENTLY. REGULATE FAIRLY.
WWW.MYFLORIDALICENSE.Co

Sheilah Brust

6-27-18

8631 ÷ 12 = 719 / month

DIAMOND RESORTS
INTERNATIONAL
Stay Vacationed.

50 | 50
60 | 40
70 | 30

8,631

100% Fees
100% Loss

OR

More Points
More options
More benefits

) SAVE $
) REDIRECT SAVINGS
o Help offset cost

EXAMPLE
8631 (Now)
- 8631 (SAVE)
0

8631 (EXTRA)
8631 TOTAL COST
x 10 YEARS
86,310

or 25,000 POINTS

★ OWN 75,000 POINTS

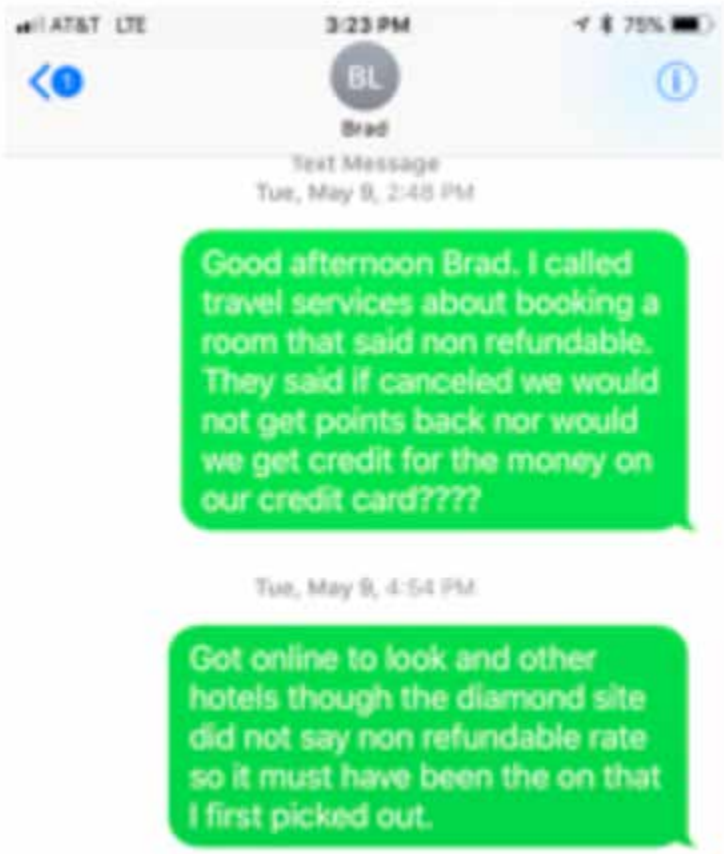
★ Ability to get (Double USAGE)

TOTAL USAGE EXAMPLE
150,000 POINTS
- 50,000 (Actually USE)
100,000 Left for (POINT Redemption)
x .10 per POINT
$ 10,000 - Check/Reimbursement → 30 DAY
Debit CARD VISA - 72 HRS
JAN - Sep 30 th

Hotel | Cruise | Air | Shopping

DiamondResorts.com

This was in May 2017 right after Brad said we had to use travel services and I tried it and was told by Travel Services that I needed to book a refundable room if I thought I might have to cancel the reservation.



From: Sheilah Brust [illegible]
Subject: Help
Date: Feb 10, 2017 at 10:34:43 AM
To: brad.leslie@diamondresorts.com
Cc: Home [illegible]

I'm sorry Brad but I am still not getting the figures on the contract. I put everything on paper as to how I am looking at it and it doesn't work out the same as yours. Guess I am real old school but I need to go over this again with you before our time is up to cancel. Not sure when you are working and have some time to sit with us before that time period is up. Please let me know.
Thank, Sheilah

Sent from my iPhone

Emails to Brad and his comments

> I'm sorry Brad but I am still not getting the figures on the contract. I put everything on paper as to how I am looking at it and it doesn't work out the same as yours. Guess I am real old school but I need to go over this again with you before our time is up to cancel. Not sure when you are working and have some time to sit with us before that time period is up. Please let me know.
> Thank, Sheilah

Received voice message from Brad to call him. It was 3/9/17 at 6:22pm. When I saw the call it was to late to call him. Will call 3/10/17.

Sent from my iPhone

Begin forwarded message:

From: "Leslie, Brad" <Brad.Leslie@diamondresorts.com>
Date: March 8, 2017 at 5:48:43 PM EST
To: Sheilah Brust <sbrust@nycap.rr.com>
Subject: Re: New Diamond cards

I will call you soon to discuss

Sent from my iPhone

>

Brad Leslie | Vacation Counselor | Daytona Beach Regency | Diamond Resorts International®

Vacations for Life® **| Stay Vacationed.™**
Please consider the environment before printing

On Mar 8, 2017, at 3:48 PM, Sheilah Brust <sbrust@nycap.rr.com> wrote:
>
> Hi Brad, We are home now and activated our diamond credit cards. Know we both have payments due this month. Not sure what else you needed us to do to have them converted to diamond loan.
> Sheilah
>
> Sent from my iPhone

I will notate your file, thanks.

Sent from my iPhone

Brad Leslie | Vacation Counselor | Daytona Beach Regency | Diamond Resorts International®

Vacations for Life® **| Stay Vacationed.™**
Please consider the environment before printing

On Mar 10, 2017, at 11:42 AM, Sheilah <sbrust@nycap.rr.com> wrote:

FYI: Called finical services and they have to send me a form by email to fill out to have auto pay. waiting for that form to send to them.

From: Leslie, Brad
Sent: Friday, March 10, 2017 11:31 AM
To: Sheilah Brust
Subject: Re: Beach place towers

You can upgrade if you would like. I can assist with the 1590 as I said I would.

Sent from my iPhone

Hi Brad,

Per Tom's and my conversation with you on 3-10-17 we just want to make sure we understand as follows:

1. We will have to pay the maintenance fee for the 15,000 points for a total of $2621.00, but you are having a check mailed to us for @2621.00 to offset the fee. This will happen every year as long as we do not use the 15,000 points.

2. The $12,000.00 on Tom's Diamond credit card and the $14,000.00 on Sheilah's Diamond card we will have to make the payment to the credit card company (Barclay). We understood that once we got home on March 7,2017 and activated our credit cards this amount would be added to our Diamond mortgage. When we questioned you about this in Daytona you said nothing could be done until we got home and activated the credit cards. On this phone conversation 3-10-17 you said you were sorry if we misunderstood and that the payment to Diamond and payments to credit cards equal what we were paying a month in maintenance fees. (Our issue with that is the interest on the $26,000, on the credit cards is not tax deductible and the interest rate after 6 months is 15.49%. Had we known that we would not have put that much on the cards and let Diamond finance more).

3. Debit cards are not ready yet so we will get checks and that will take longer.

4. New program is not ready where we have 65,000 points and Diamond gives us 65,000 points for a total of 130,000 points a year. (during our sales updates we weren't told this had not started). This will probably not be ready by the time we come down to Daytona on May 1,2017.

5. We can't turn in our points for redemption until we do all our bookings for the year. Out of the 130,000 points we use up to 50,000 points and put in the rest for redemption for .10 a point (ex: 80,000 points for $8,000) that we can use for what ever we want.

Please respond to this by email so we have a clear understanding.

Thank you,
Tom and Sheilah Brust

From: Sheilah Brust
Sent: Saturday, February 18, 2017 10:31 AM
To: Home
Subject: Fwd: Extra Points usage

Received phone call from Brad 2-18-17 at 9:09 am. Per conversation to below email:

I told him I was still having issues with how we were not going to have to pay maintenance fees on the 15,000 and 65,000 points if we turned them in for cash...told him it is because we have been told so many things that aren't true. He said he was sorry we still feel that way. He told me we will get a bill for the maintenance fee for the 15,000 points but behind the scenes our account is set to take some of the platinum benefits we have like upgrades to offset the fees. Either a check or debit card will be loaded with the amount of the fee and we can then pay the fee. If we do not hear from him by the time we get the bill we are to contact him. He said he usually gets a notice a week before we get the bill...
I told him I want to believe him but we will see what happens and I hope it happens to be good for us. He said he is here for us and to never be afraid to contact him and hopefully restore our trust in Diamond...

Sent from my iPad

Begin forwarded message:

From: Sheilah Brust <sbrust@nycap.rr.com>
Date: February 18, 2017 at 2:02:10 AM EST
To: Brad Leslie <brad.leslie@diamondresorts.com>
Cc: Home <sbrust@nycap.rr.com>
Subject: Extra Points usage

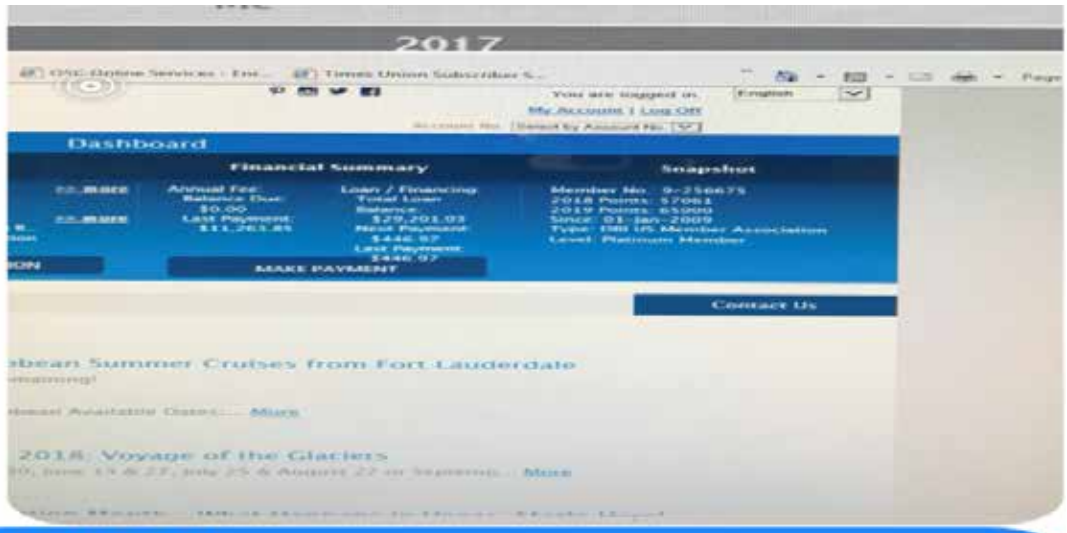
2-18-17

Hi Brad,

I have another question.
When we turn in our extra points (the extra 65,000 Diamond gives us each year and the 15,000 we bought) that equal 80,000 points, for a check or debit card for the amount of $8,000.00, isn't that the same as using the extra points? Wouldn't we have to pay maintenance on those points then?
We have been burnt to many times for me not to ask these questions.
This is a lot of money for us to take on at this stage of our lives and I am still not sure about it.

Sheilah

Sent from my iPhone

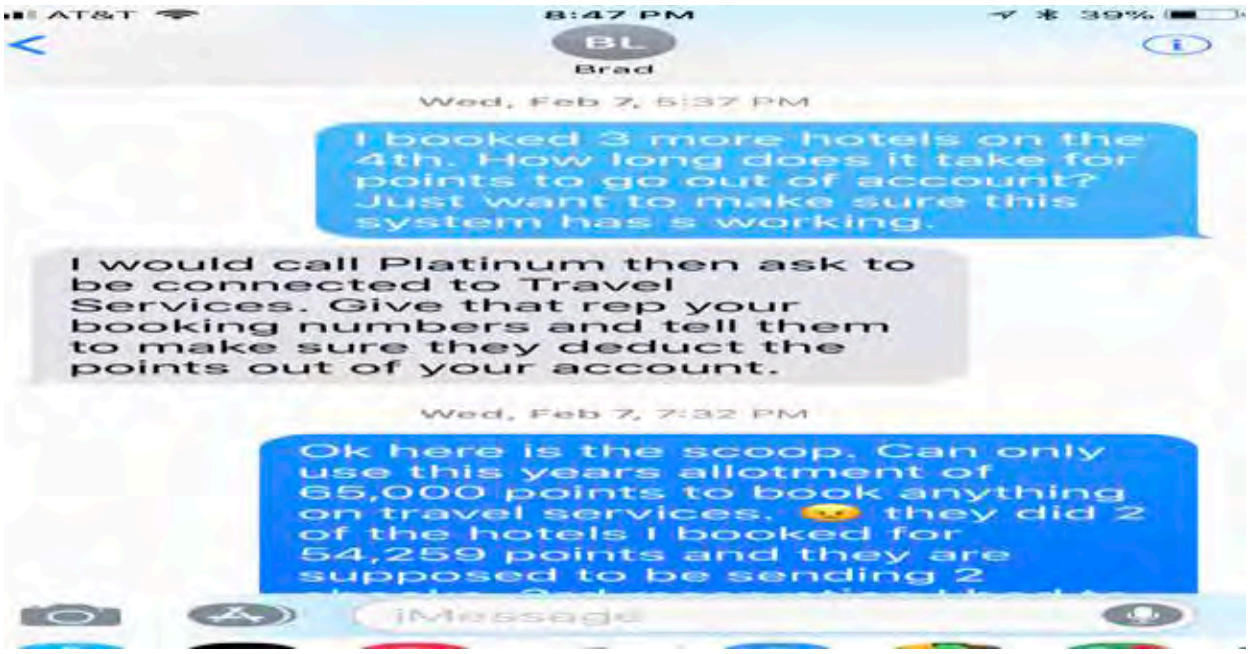


Hi Brad,
Have you heard anything more on our account. It has been a week since we last spoke and corporate said they were

iMessage

Fri, Jan 5, 12:58 PM

Good afternoon Brad, our fees have been paid for the 65,000 points and the 15,000 that did not go on our account for 2018 you still have so that you can send us a check for the maintenance fees for them. Will need to find out from you how we will get the balance paid back to us and how they are adding the additional 65,000 points they are giving us so we would have the 130,000 points you said. Thanks, Sheilah



On Feb 7, 2018 I tried to uses all the points I had through Travel Services but they told me I was not allowed to use more than 60,000 points so even if I had 100,00o points to use for reimbursement like Brad said I could I would not have been able to do that!

This Is 2018

5:28 PM
Brad
Thu, Jan 4, 1:04 AM

Hi Brad, hope your holidays were good. I did call financial services and we do have a grace period so there is no problem paying on the 4th. Will be in touch with you after it is posted as to refund for the 15,000 point maintenance and best way to get a check for the rest. Sheilah.

Fri, Jan 5, 12:58 PM

Good afternoon Brad, our fees have been paid for the 65,000 points and the 15,000 that did not go on our account for 2018 you still have so that you can send us a check for the maintenance fees for them. Will need to find out from you how we will get the balance paid back to us and how they are adding the additional 65,000

Hi Brad,
Have you heard anything more on our account. It has been a week since we last spoke and corporate said they were looking into the account. I just went into my account and the last travel services we made to get us to the 60,000 points has not been deducted. We have not received any checks and credit card bill for the $11,263.85 is due on February 28th.
What now?
Sheilah

Diamond Resorts International® World MasterCard® Credit Card
Data Collection for Application document

Required Information

First Name: Thomas ~~G. Brust~~ MI: G Last Name: Brust

[redacted]

Diamond Resorts International® World MasterCard® Credit Card
Data Collection for Application document

Required information

First Name: Shelah MI: L Last Name: Brust

[redacted]

Application # 60317997

barclaycard

App ID #	App Date	App Type	Channel	Partner Name	Status	
60317997	20170204	01	26	Diamond Resorts Inte	A	

Call Recvd From	Session ID	IP Address
		10.21.97.69

Prefix	First Name	Middle	Last Name	Suffix	D.O.B.	Mothr Maidn Name
	SHELAH	L	BRUST		1950/01/13	HOLCHINS

Address	Address 2	City	ST	Zip Code
18 WESTCOTT ROAD		TROY	NY	12182

Email Address	Home Phone #	Own/Rent	Mnthly Mrtg/Rnt Pymnt	Credit Limit
sbrust@nycap.rr.com	518-235-1123	O	$0.00	$14,000.00

App Recvd Time (GMT)	Yearly Income	Employer Name	Work Phone #
2/4/2017 4:14:48 PM	$60,000.00		999-999-9999

	Auth User First Name	AU Middle	Auth User Last Name	AU Suffix

BT1 Account #	BT2 Account#	BT3 Account#
Amount 1	**Amount 2**	**Amount 3**
Amnt Approved 1	**Amnt Approved 2**	**Amnt Approved 3**

Application # 60317992

barclaycard

App ID #	App Date	App Type	Channel	Partner Name	Status
60317992	20170204	01	26	Diamond Resorts Inte	A

Call Recvd From	Session ID	IP Address
		10.21.97.152

Prefix	First Name	Middle	Last Name	Suffix	D.O.B.	Mothr Maidn Name
	THOMAS	C	BRUST		1947/01/23	BRENSTUHL

Address	Address 2	City	ST	Zip Code
18 WESTCOTT ROAD		TROY	NY	12182

Email Address	Home Phone #	Own/Rent	Mnthly Mrtg/Rnt Pymnt	Credit Limit
sbrust@nycap.rr.com	518-235-1123	O	$0.00	$12,000.00

App Recvd Time (GMT)	Yearly Income	Employer Name	Work Phone #
2/4/2017 4:14:18 PM	$60,000.00		518-265-3521

	Auth User First Name	AU Middle	Auth User Last Name	AU Suffix

BT1 Account #	BT2 Account#	BT3 Account#
Amount 1	**Amount 2**	**Amount 3**
Amnt Approved 1	**Amnt Approved 2**	**Amnt Approved 3**

6:03:19 PM EST
Friday, June 15, 2018

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/06/2020

Timothy O'Brien
8604 Cranbrook Way
Florence, KY, 41042

Phone: (859) 240-8684
Email: tobrien7932@netzero.net

Name/Firm/Company: Diamond Resorts
Subject/Category: Time share
Street Address: 10600 West Charleston Blvd.
City: Las Vegas, NV 89135
Phone: (702) 684-8000
Website: diamondresorts.com
Date of Transaction: 11/01/2020
Amount Paid: 7000.

Questions/Comments:
The Florida Attorney General's Office received the attached correspondence from Diamond Resorts in response to the complaint we forwarded on your behalf. (See attached file: Diamond Resorts - Tim O'Brien.pdf) We hope this proves helpful. If needed, please contact our office again at (866) 966-7226 or http://myfloridalegal.com/ (click "Contact Us). Thank you. Sincerely, Silvia Roman
Office of Citizen Services
Florida Attorney General's Office
PL-01, The Capitol
Tallahassee, Florida 32399-1050
Phone: (850) 414-3990
Toll-free within Florida: (866) 966-7226
Website: http://www.myfloridalegal.com I received the letter by registered mail. The issue has not been solved, after 25 +/- participation in Parkway International Kissemme Florida, the original group had multiple locations to use as an owner and were flexible on dates. This was the same with Islanone who was responsible before Diamond Resorts. Now to use my time, I have to send more money to them to use my time or lose it. Annual taxes and fees are around $900.00 +/- and I have lost usage more than once that benefits them, they rent it out to another customer that pays them. Double income. Now to break my contract with Diamond, they insist on a $1000.00 up front payment and the property goes back to them at $0.00 to me. Another loss, and it's not getting better. I would like to know what realitor, company, or whom ever in Florida could sell my annual week I have there for what they want to charge me, that won't rip me off as it has happened before in Orlando when I tried to sell it before. Please help me end this night mare. Regards, Tim O'Brien

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/05/2020

Marie Faltay
13606 West Lake Rd
Vermilion, OH, 44089

Phone: (440) 967-3303
Email: mefaltay@hotmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: elder abuse/fraud/scam

Questions/Comments:
I filed a complaint late last year (2019) against the Diamond Resorts Time Share Company. As of this week, they decided to drop the demand for payment of a deal which we never agreed to. We mailed our mutual release contract in today. I wanted to thank you because I believe your involvement in our affairs helped us to resolve this problem. We are very relieved that this is being taken care and my husband and I appreciate any help that you provided. Thank you. Marie and John Faltay

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/15/2020

George Hall
946 E Par Three Circle
Fruit Heights, UT, 84037

Phone: (801) 837-3073
Email: george@hall.us

Name/Firm/Company: Charley Witherspoon
Subject/Category: Diamond Resorts Corporation and Cypress Pointe Resort
Street Address: 8651 Treasure Cay Lane
City: Orlando, FL 32836 Orange
Phone: (407) 465-2436
Website: diamondresorts.com
Date of Transaction: 11/15/2019
Amount Paid: $4591.24

Questions/Comments:
During a sales presentation at Cypress Pointe Resort for a vacation package with Diamond Resorts, Mr. Witherspoon promised me and my wife, Janice Yeager Hall, a "Hawaiian Trifecta" 11 night accommodation in Hawaii, including airline tickets as a bonus gift for purchasing 20,000 points in a "Sampler" vacation package. The Hawaiian "gift" trip was freely publicized at the resort and at the sales presentation for anyone purchasing a vacation package. When I contacted the Diamond Resorts to inquire what procedure I needed to follow to schedule the Hawaiian "gift" trip, I was told there was no such trip in their records. Repeated efforts to contact Mr. Witherspoon have been in vain and he has not returned any of my calls, despite one call when He actually answered the phone and told me he was busy and would return my call. Efforts to contact the concierge who referred me to the sales presentation have also been futile. Evidently the "Hawaiian Trifecta gift" was fraudulently promised, even though it was the primary reason for purchasing the package--the "gift" being equal in value to the entire package.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/23/2020

Deb Aungst
309 E Weber Rd
Columbus, OH, 43202

Phone: (614) 306-0509
Email: debra716a@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Fraudulent Timeshare Sales Practices
Street Address: 8309 Lake Bryan Beach Boulevard
City: Orlando, FL 32821 Orange
Phone: 888.408.0776
Website: diamondresorts.com
Date of Transaction: 12/12/2017
Amount Paid: 29,350

Questions/Comments:
The purchase of a timeshare with Diamond Resorts is full of deception. It is a smooth, rehearsed, and well concealed fraud. It takes skill, intelligence and numerous people acting in concert to allow the sales agents to repeatedly deploy unfair and deceptive tactics. In our situation, it is a crime perpetrated against senior citizens. We relied upon strict ethical compliance required by DiamondRESPECT - Diamond Clarity Promise believing in transparency in all transactions. Having been involved in several real estate transactions, we had no reason to expect Diamond Resort (DR) interactions to be different. It took time before we realized DR's goal is to upsell unsuspecting existing customers into insolvency. We have been manipulated and taken advantage of by Diamond's unethical sales practices. Both my husband and I are over 64 and are currently burdened by a cancer diagnosis. At an "Owners Upgrade" meeting attended while on vacation in Hawaii May of 2018, the Diamond sales agent Jack and VP of Sales Brett, stated that our purchase in Orlando Florida December 2017 was both misleading and unethical. We asked that the purchase in Florida be rescinded but were told that that action was not an option. Jack explained that you can't "undo" a contract. Really? Why not replace an acknowledged "bad" contract? It didn't make sense. We asked Diamond for a refund for the purchases of what their own sales team described as wrong, but our complaint was met with a perfunctory letter which states that in essence Diamond's unethical sales practices could not be substantiated and upon review of our contracts they find no grounds for any further action based on the documents we signed and acknowledged. Essentially, Diamond is denying that any false statements were made and have foreclosed on our ownership leaving us with a significant financial hardship. Foreclosure only eliminated maintenance fees. We are still paying off the contracts which were entered into fraudulently. Total sum paid is $87,600. $29,350 was incurred in Florida at the Grand Beach resort in Orlando. Diamond has exonerated their actions which was perpetrated against Senior Citizens, patently misrepresented their product, and have not taken any responsibility for their unethical, fraudulent sales tactics. It is our hope that the exploitation we experienced can be given a voice and a financial remedy.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/24/2020

Iman Elamrany
16 Sue Ter
Westport, CT, 06880

Phone: (646) 240-3501
Email: tazid10@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare
City: Orlando, FL Orange
Website: diamondresortsandhotels.com
Date of Transaction: 01/28/2020
Amount Paid: 7809.00

Questions/Comments:
We purchase our timeshare through Diamond with the promise that will be all resorts available all the time with couple a month notice, and we will have access to international timeshare. We try to book our time share in PA as we asked on the sale floor and they assure that they have a contract with resort we planning book. We found out it was no contract between diamond and this resort in PA,
We tried to book international resort as we asked for international service it diamond Resorts and hotels couldn’t provide the service they promised and sell it to us. Any reservation should be 13 month prior

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 02/22/2020

Don Schlesak
9000 226th Ct #14A
Salem, WI, 53168-8962

Phone: (262) 757-0707
Email: DonSchlesak@gmail.com

Name/Firm/Company: Diamond Resorts & Alhambra at Poinciana
Subject/Category: Deceptive sales practices
Street Address: 500 Cypress Parkway
City: Kissimmee, FL 34759 Osceola
Amount Paid: 8500.00

Questions/Comments:
Diamond Resorts recently took over Alhambra at Poinciana in Kissimmee and nothing but problems, deceptions, misinformation and constant pressure to join Diamond resulted. How do I go about cancelling any contract I have with either entity. Many people are being abused by this company and something should be done about them. I have a three page Word document I can submit to illustrate my experience with them.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/24/2020

George Hall
946 E Par Three Circle
Fruit Heights, UT, 84037

Phone: (801) 837-3073
Email: george@hall.us

Name/Firm/Company: Diamond Resorts/Cypress Point Resort/Charlie Witherspoon
Subject/Category: Fraudulent Sale
Street Address: 8651 Treasure Cay Lane
City: Orlando, FL 32836 Orange
Phone: (407) 465-2436
Website: diamondresorts.com
Date of Transaction: 11/15/2019
Amount Paid: $4591.24

Questions/Comments:
I filed a complaint with this office January 15 concerning a promise of a free vacation package for purchasing points toward future vacation packages. I have been unable to collect the promised free vacation package, and I cannot get anyone at the company to return my calls. I received your reply stating that you had forwarded my complaint to Diamond Resorts. Can you please tell me what happens next? Are companies required to respond to your forwarded complaint? Are they free to just ignore it? This is not an individual case of fraud. There is no reason to think I am the only person they have defrauded. Surely they must be defrauding everyone who is so enticed to sign up for their program. I am requesting a formal inquiry into their sales practices, perhaps even with an exhortation for them to fulfill the promises they make during a sale. There is no question they are violating the Florida Deceptive and Unfair Trade Practices Act. Thank you for any further help you can give me in this matter.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 01/02/2020

Tim OBrien
8604 Cranbrook Way
Florence`, KY, 41042

Phone: (859) 240-8684
Email: tobrien7932@netzero.net

Name/Firm/Company: PARKWAY INTERNATIONAL- DIAMOND RESORTS
Subject/Category: TIME SHARE
Street Address: 2345 Sand Lake Rd
City: Orlando, FL 32809 Orange
Date of Transaction: 12/01/2019
Amount Paid: 827.00

Questions/Comments:
I have been a time share holder that started in 1993. Since that time the management of the resort has been changed multiple times, and now I am subjected to additional fees to use the resort, different than what was originally agreed upon in 1993. Definitely the maintenance fees have increased, but from what I am being told, I will have to incur additional fees to now join the Diamond resort program, something I didn't agree upon when originally purchased. My question is how can a paying member be forced into joining programs that were not part of the original agreement/
The next question is how do I get out of the money sucking scheme of the time share in Florida, from what I was told, the process will cost me thousands of dollars and the property that I have ownership of will be fully forfeited. Please help me understand what can be done. Regards, Tim O'Brien

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/29/2020

Cedric Pinnock
536 Westchester Ct
Davenport, FL, 33837

Polk
Phone: (813) 241-5032
Email: pinnocca@yahoo.com

Name/Firm/Company: Mystic Dunes Resort & Golf Club
Subject/Category: Timeshare
Street Address: 7900 Mystic Dunes Lane
City: Celebration, FL 34747 Osceola
Phone: (407) 396-1311
Date of Transaction: 04/28/2019
Amount Paid: $14,128.00

Questions/Comments:
My name is Cedric Pinnock and I would like to file a complaint against Diamond Resorts. I was rushed and given bogus information about this timeshare. I was lied to and kept hostage until I signed under duress. I would like some guidance and assistance in getting out of this situation at the earliest possible time. When I did purchase I thought I would be able to take my family and friends on a vacation. As of this date I am unable to do so. I was swindled and I think this is a scam that need to stop.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/30/2020

Dorothy Wierth
7624 SE Oris Lane
Milwaukie, OR, 97222

Phone: (503) 734-5541
Email: hebertd10@gmail.com

Name/Firm/Company: American Consumer Credit, LLC.
Subject/Category: Attorney Negligence
City: 18 Bovard Ave Ste C, FL 32176
Date of Transaction: 02/03/2015
Amount Paid: 3900

Questions/Comments:
I paid Attorney Saracco $3900 to relinquish me from a negligent timeshare with Diamond Resorts mortgage and repair my credit history, as was promised. As of today, 06/30/20, I have not received official finalized documentation that I have been released from this mortgage, nor has my credit been fixed. Following another email contact 01/05/16, I was told that the finalized terms were being processed and that the timeshare company agreed to my release and that all necessary paperwork would be sent out to my home (I have printed these emails for my own records). I have not received these documents and can no longer contact the company as they seem to have filed for bankruptcy.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 05/26/2020

John and Tanya O'Brien
2425 dakota rock dr
Ruskin, FL, 33570

Hillsborough
Phone: (813) 491-4033
Email: obrienjohno@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare
Street Address: 10600 W. Charleston BLVD
City: Las Vegas, NV 89135
Phone: (877) 374-2582
Website: diamondresorts.com
Date of Transaction: 12/09/2007
Amount Paid: $112000

Questions/Comments:
Diamond Resorts, My name is John O'Brien. I am extremely dissatisfied with the nature of my timeshare. I've been cheated, lied to, and stolen from. The amount of things that were promised to us were too good to be true. We see that now. We have had numerous issues over the years with our timeshare, maintenance fees and Diamond's customer service. The point of this message is to put Diamond on notice. You cannot run a business that scams people and lies to people, you can't mess with their finances. With that, with the ever increasing maintenance fees, and list of broken promises, we are requesting that you let us out of this horrible contract. This will severely impact our family in a profoundly negative way. I don't want my kids to have to take on the responsibility of this debt. It isn't even our fault, it surely isn't their fault. Because we were swindled into buying this timeshare, and misled on multiple occasions, I don't see how we can be held accountable, or forced to stay in this contract when you never hold up your end of the bargain. I can't tell you the amount of times that the various vacations we wanted to plan were overbooked or flat out unavailable. How many issues we've had when we were finally able to vacation. Broken appliances, broken sinks, a dishwasher that was smoking, dirty bathrooms, and a whole host of other things. With all of this in mind, please accelerate this up the chain of management to whoever can assist me and my family with getting rid of this nightmare timeshare. I would greatly appreciate a response to this message. I know it may be easy for Diamond to overlook it as I am only one person, but I need a response to this. Kindly, Austin Reed

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 06/29/2020

Harold "Fletch" Wardwell
5352 Hayden Blvd
Sarasota, FL, 34232

Sarasota
Phone: (941) 266-7417
Email: hfwardwell@yahoo.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: Timeshare
Street Address: 10600 W. Charleston BLVD
City: Las Vegas, NV 89135
Phone: (877) 374-2582
Website: diamondresorts.com
Date of Transaction: 06/01/2019
Amount Paid: 100,000

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/05/2020

Stephen James
4319 Reisswood Loop
Palmetto, FL, 34221

Manatee
Phone: (440) 376-0186
Email: James.sfglife@gmail.com

Name/Firm/Company: Diamond Resorts
Subject/Category: Timeshare
Street Address: 10600 W Charleston Blvd
City: Las Vegas, NV 89135
Phone: (877) 787-0906
Website: www.diamondresorts.com
Date of Transaction: 04/27/2019
Amount Paid: 3915.55

Questions/Comments:
Can you please help me cancel this timeshare contract? High pressure sales tactics were used against me and I am just now finding the mental strength to stand up to this company. I told that maintenance fees could easily be covered through the resale market and was not made aware of policies such as potential maintenance fee increases of up to 25% yearly and the right of cancellation within 10 days. They said it would only be a 90 minute presentation which ended up lasting over 7 hours. Among many other things I was belittled by the sales person when he made it appear that passing up this opportunity would ruin the relationship I am in which has caused significant episodes of depression over the past year. Please help me get out of this. If there are an other details you need from me let me know.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/02/2020

Lawrence Sirois
224 N0rth Hatch Hill Rd.
Greene, ME, 04236

Phone: (207) 946-6081
Email: lansir.nl@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: time share points
Street Address: Mystic Dunes
City: Orlando, FL Orange
Date of Transaction: 08/01/2018
Amount Paid: $120,000

Questions/Comments:
Diamond sold us more points under false pretenses.We used credit cards and $108,000 in loans from Diamond.This purchase wassupposedly going to elliminate our yearly maintenance fee ofover $16,000 per year by minimum use of the Diamond credit card Therefore we could pay off the loan on a yearly basis instead of putting our money towards yearly maintenance.They lied to us about the credit card taking care of the yearly maintenance.We can not pay over$35,000 yearly for the maintenance and loan.We stopped payment on the loan and Diamond canceled all of our other 107,000 points worth over$200,000 which we bought and paid for.They can now resell those points to others .There is nothing in the contfacts that allow them to do this,and we are out of over $200.000

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 03/02/2020

Lawrence Sirois
224 N0rth Hatch Hill Rd.
Greene, ME, 04236

Phone: (207) 946-6081
Email: lansir.nl@gmail.com

Name/Firm/Company: Diamond Resorts International
Subject/Category: time share points
Street Address: Mystic Dunes
City: Orlando, FL Orange
Date of Transaction: 08/01/2018
Amount Paid: $120,000

Questions/Comments:
Diamond sold us more points under false pretenses.We used credit cards and $108,000 in loans from Diamond.This purchase wassupposedly going to elliminate our yearly maintenance fee ofover $16,000 per year by minimum use of the Diamond credit card Therefore we could pay off the loan on a yearly basis instead of putting our money towards yearly maintenance.They lied to us about the credit card taking care of the yearly maintenance.We can not pay over$35,000 yearly for the maintenance and loan.We stopped payment on the loan and Diamond canceled all of our other 107,000 points worth over$200,000 which we bought and paid for.They can now resell those points to others .There is nothing in the contfacts that allow them to do this,and we are out of over $200.000

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 04/23/2020

Felix Vasquez Sr. and Jr.
7310 Eugene St
Houston, TX, 77093

Phone: (832) 633-8157
Email: vazquezalejandro86@yahoo.com

Name/Firm/Company: Mystic Dunes Resort & Golf Club by Diamond Resorts
Subject/Category: Timeshare Sales
Street Address: 7600 Mystic Dunes Ln
City: Celebration, FL 34747 Osceola
Phone: (407) 396-1311
Website: diamondresorts.com
Date of Transaction: 06/01/2009
Amount Paid: 32352

Questions/Comments:
Member # 56-1288920500 We are writing to you today with concerns about our timeshare with you and recent upgrade in June of 2018. At a presentation in Orlando, FL, our Diamond representative, Carlos Pereira, told us the timeshare upgrade would be a more convenient way to take a vacation and more cost-effective. We were promised a stress-free way to vacation without having to worry about the details. We were originally told we could vacation yearly, but found out after purchase that we could only vacation every other year. The expensive upgrade has not helped our situation. We feel as though we were misled into the second purchase because the upgrade is not a cost-effective way to travel. The fees are very high and keep rising without a cap. Now, we cannot take time off work to actually vacation because we have to pay for the increasing fees associated with the timeshare. Consequently, that leaves us in the position of paying for something we cannot use. Moving forward, we should be allowed a cancellation of contract for the way we were misled into a high-priced purchase, while being told we would have a low cost. We have never used the timeshare and we want to return ownership to your company with our obligation removed.

INTERNET COMPLAINT RECEIVED BY THE ATTORNEY GENERAL'S OFFICE ON 07/06/2020

Michelle Statler
290 parkview dr
Waukee, IA, 50263

Phone: (515) 202-0486
Email: shellbear90@gmail.com

Name/Firm/Company: Diamond Resorts financial services
Subject/Category: Timeshare fraud
Street Address: 7600 Mystic Dunes Ln
City: Celebration, FL 34747 Osceola
Phone: (407) 396-1311
Website: https://www.diamondresorts.com/
Date of Transaction: 08/02/2018
Amount Paid: 16200.00

Questions/Comments:
In August of 2018 my family and I attended a sales presentation in Florida. The agents gave us numbers that were way too high. We explained that there was no way we could afford it, we were living paycheck to paycheck with 3 teenage daughters. The floor manager offered us a full membership. We said we were unsure we could afford it. They offered us a free cruise and a Dream Holiday for 2 people to go to Hawaii for free, including airfare. That trip was huge decision maker for us if we could bring our kids. They said we would just have to pay a few hundred dollars per kid. We were sold based on the Dream Vacation to Hawaii. Our purchase date was August 2, 2018. The purchase price for 7500 points/10 year product was $16,200 and the amount financed at 14.294% was $13,401. The down payment was $3,366. The monthly payment is $207.99. We didn't have the money for the $3,366 down payment so they had us apply for a Barclaycard to charge $1,959 down and finance the balance of the down payment at $214 a month for 6 months before starting loan payments. Sales: Andrew Sandler #58097
A few months later we called to book the trip to Hawaii. It was a nightmare. We could not have 5 people in the room. We would have to get 2 rooms. It would cost anywhere from $4,000 to $6,000. I felt let down and taken advantage of. The Dream Vacation was one of the main reasons we said yes to the timeshare. In December of 2018 we accepted a free weekend getaway for the Red Lion in St. Louis to supposedly learn how to use our points. We met with a consultant and asked questions about how to work the plan. Instead of teaching us, the sole purpose of the meeting was to sell us more points. We were pushed to upgrade our plan and to upgrade the Barclay credit card. It was strange. We did not upgrade. In July of 1999 we booked a trip to Mystic Dunes in Florida. One of the customer service girls said that if we met with the sales team we would get a free trip. I was angry. I wanted to cancel the membership. The Florida salesperson was Allen Dawson and the manager Kenneth Janowitz. Allen informed us that we had purchased a starter plan that needed to be upgraded to full membership. He was confused because he couldn't find us in the system. He said if we didn't upgrade we would have wasted our money. We felt like we didn't have much choice. We had paid so far about $6,000 for what Allen said was useless. The upgrade did not include extra points and was double the price for the same amount of points that we currently had. On June 13, 2019 we purchased 7500 annual points for $28,080.71. The down payment of $1,200 was charged to 2 different credit cards. The amount financed at 15.58% was $24,401.71. Payments were now double the previous amount $408.40. Maintenance fees $1856. We were planning a trip for 2020. The consultant said he would take care of us if we ever needed anything. I reached out to him to get help to figure out how to book a trip to Cancun. He told me to call the hotline number because he was busy. After upgrading the plan, the points we purchased added to the points we had not used totaled 22,500 points. If we don't use the points by the end of 2020 we will lose all but 7500 points. We have a wedding in Cancun scheduled for October of 2020. When I searched through Diamond resorts there were no rooms available. When I searched online through Priceline, there were rooms available, when I worked through the resort they had rooms available. I am sick to my stomach. I can't sleep and mentally struggle trying to figure out why we are going through this. We are honest, hard working people.

We don’t deserve this. What we had before was not worthless. We could have used that program. Our loan balance as of May 2020 is $23,516. We have paid in over $12,000 in 2 years and have not been able to use our membership. These company “consultants” have been far from honest. I deleted the SurePay in December 2019 and started paying by credit card. My husband's income permanently decreased by $400 a month in December. May of 2020 the amount of $408.00 came out of my checking account unauthorized. I am fighting the charge, my bank credited our account and challenged the charge. Our rate has been raised to 17.58% and the payment amount is raising to $437.09. The craziness needs to end. It started with the free Hawaii vacation that would cost $4,000 to $6,000 and then advised what we had paid $6,000 for was worthless.