

Complaint

IN THE MATTER OF

**SHORE TO PLEASE VACATIONS LLC,
AND
ROBERT AARON STEPHENS**

CONSENT ORDER, ETC. IN REGARD TO ALLEGED VIOLATIONS OF SECTION 5 OF THE FEDERAL
TRADE COMMISSION ACT, AND SECTION 2 OF THE CONSUMER REVIEW FAIRNESS ACT

*Docket No. C-4683; File No. 182 3088
Complaint, July 29, 2019 – Decision, July 29, 2019*

This consent order addresses Shore to Please Vacations LLC and Robert A. Stephens's use of non-disparagement provisions in consumer form contracts in the course of renting vacation properties. The complaint alleges that the respondents violated Section 2(c) of the Consumer Review Fairness Act ("CRFA") by offering to consumers form contracts that contained non-disparagement provisions made void by Section 2(b) of the CRFA. The consent order prohibits, in the sale or leasing of any good or service, the respondents from: offering to any prospective customer a contract, or offering to any customer a renewal contract, that includes a review-limiting term; requiring that a customer accept such a term as a condition of the respondents' fulfillment of their obligations under contracts entered into before the effective date of the order; or attempting to enforce or assert the validity of such a term in customer contracts entered into before the effective date of the order.

Participants

For the *Commission*: *Carl H. Settlemeyer*.

For the *Respondents*: *Daniel W. Uhlfelder, P.A.*

COMPLAINT

The Federal Trade Commission, having reason to believe that Shore to Please Vacations LLC and Robert Aaron Stephens, individually and as owner and manager of Shore to Please Vacations LLC (collectively, "Respondents"), have violated the Consumer Review Fairness Act of 2016, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Shore to Please Vacations LLC ("STP") is a Nevada limited liability company, registered to do business in Florida, with its principal office or place of business at 8033 West Sunset Boulevard, #1079, West Hollywood, California 90046. STP has advertised and rented to the public, via VRBO.com (a/k/a "Vacation Rental by Owner"), Rosemary Beach, Florida vacation properties owned by Respondent Robert Aaron Stephens.

2. Respondent Robert Aaron Stephens is the owner and manager of STP. Individually or in concert with others, he controlled or participated in the acts and practices of STP, including the acts and practices alleged in this complaint. His principal office or place of business is the same as that of STP.

Complaint

3. The acts and practices of Respondents alleged in this complaint have been in or affecting commerce, as “commerce” is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

Course of Conduct

4. From June 2017 through at least August 2017, Respondents used, in their form contracts offered to prospective customers in the course of renting vacation properties, the following provision in the “Disclaimers” paragraph:

By signing below, you agree not to defame or leave negative reviews (includes any review or comment deemed to be negative by a Shore to Please Vacations LLC officer, or member, as well as any review less than a “5 star” or “absolute best” rating) about this property and/or business in any print form or on any website (including but not limited to www.VRBO.com). Due to the difficulty in ascertaining an actual amount of damages in situations like this, breaching this clause (leaving any negative review or negative comment about this property or business) will immediately result in minimum liquidated damages of \$25,000 paid by you to Shore to Please Vacations LLC. By signing below, you agree to all charges mentioned above, if you or your party incurs them, in relation to violating any rules/policies/clauses within this contract. . . . By signing below, you agree to be held liable for any legal fees incurred by Shore To Please Vacations LLC, arising from any legal actions, including but not limited to litigation and collections, filed against you or others in your party.

Copies of STP rental agreements (with renters’ personal information redacted) that include this language are attached as Exhibit A hereto. Respondents’ form contracts were in effect on or after December 14, 2017.

5. From October 2017 through at least August 2018, Respondents have continued to assert that the contract provision quoted in Paragraph 4 of this Complaint remains in effect in their communications with renters who posted reviews that Respondents deemed to be negative, and in lawsuits STP filed against those renters in the Circuit Court of the First Judicial Circuit, Walton County, Florida in November and December 2017. These lawsuits were pending on or after December 14, 2017.

6. In the lawsuits described in Paragraph 5 of this Complaint, STP alleged among other causes of action, that the renters breached the provision quoted in Paragraph 4 of this Complaint by posting negative reviews in August and September 2017 about their experiences renting Respondents’ vacation properties. Respondents have claimed, in demand letters to those renters, that by breaching the provision each renter is liable to Respondents for \$25,000 for “liquidated damages” under the contract, plus attorney’s fees.

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VIOLATION OF THE CONSUMER REVIEW FAIRNESS ACT

7. The Consumer Review Fairness Act of 2016 (“CRFA”), Pub. L. No. 114-258, 15 U.S.C. § 45b, was enacted on December 14, 2016. As of March 14, 2017, Section 2(b) of the CRFA renders void, and Section 2(c) of the CRFA prohibits the offering of, provisions in form contracts that: prohibit or restrict individual consumers’ ability to communicate reviews, performance assessments, and similar analyses about a seller’s goods, services, or conduct; or that impose a penalty or fee against individual consumers who engage in such communications. 15 U.S.C. §§ 45b(a)(2), 45b(b)(1), and 45b(c).

8. The Commission is authorized to enforce Section 2(c) of the CRFA in the same manner, by the same means, and with the same jurisdiction, powers, and duties as though all applicable terms and provisions of the Federal Trade Commission Act, 15 U.S.C. §§ 41-58, were incorporated into and made a part of the CRFA. 15 U.S.C. § 45b(d)(2)(A). The Commission’s enforcement authority under the CRFA applies to contracts in effect on or after December 14, 2017. 15 U.S.C. § 45b(i)(2).

9. Pursuant to 15 U.S.C. § 45b(d)(1), a violation of 15 U.S.C. § 45b(c) shall be treated as a violation of a rule defining an unfair or deceptive act or practice prescribed under Section 18(a)(1)(B) of the FTC Act, 15 U.S.C. § 57a(a)(1)(B).

Count I

10. As described in Paragraph 4 of this Complaint, Respondents have offered, in the course of selling or leasing their goods or services, form contracts, as that term is defined in 15 U.S.C. § 45b(a)(3), that contained a provision made void by 15 U.S.C. § 45b(b)(1).

11. Therefore, the acts and practices set forth in Paragraph 4 of this Complaint violated Section 2(c) of the CRFA, 15 U.S.C. § 45b(c).

THEREFORE, the Federal Trade Commission this twenty-ninth day of July, 2019, has issued this Complaint against Respondents.

By the Commission.

Complaint

Exhibit A

COMPLAINT EXHIBIT A
FTC 182-3088

Shore To Please Vacations LLC
8033 Sunset Blvd. #1079, Los Angeles, CA 90046 office (850) 427-0045 fax 888-233-1714

Mail Checks To:
Shore To Please Vacations
Attn: Accounting
8033 W Sunset Blvd #1079
Los Angeles, CA 90046

Redacted Reservation Rate for Accommodations (OWNER APPROVED SALE RATE) State and Local Taxes (12% due to Walton Co tax increase) Cleaning Fee Processing Fee Pet Deposit -non refundable (if applicable) Total due NOW(initial deposit) Total Due on or BEFORE 45 days before check-in date Grand Total (We require you to purchase CSA damage protection insurance for \$79)	PAID VIA HOMEAWAY/VRBO incl incl WAIVED NA PAID VIA HOMEAWAY/VRBO NA PAID VIA HOMEAWAY/VRBO
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Property Name "Shore To Please Main House Only"

Property Address 24 Saint George's Ln. Rosemary Bch, FL 32461

Arriving **June 24, 2017**

Departing **July 1, 2017**

Arrival/Departure
Check-in: AFTER 5:00pm central time on check-in date. Check-out: BEFORE 10:00am central time on check out date.
We will make every effort to have your accommodation ready at 4pm but CHECK-IN DELAYS MAY OCCUR during peak rental times. We appreciate your patience and ask that you have alternate plans, such as the beach or dinner, available between 4-6pm. Early Check-ins and late Check-outs are NOT allowed, without written permission from Shore to Please Vacations, and may result in eviction without refund.

Advance Deposits/Payments
Shore To Please Vacations requires a 50% deposit when making the reservation. We will process this deposit by use of Visa, MasterCard, American Express, cashier's check, or personal check. The remaining balance (50%) will be due no less than 45 days from check-in and may be paid by Visa, MasterCard, Money Order, Personal check, cashier's check, or Cash. There will be a \$200 fee for returned checks. Failure to pay 2nd deposit, if applicable, within 45 days prior to check in date may result in reservation cancellation and loss of all monies received. For Main House rentals where Grand Total is under \$6500, 100% of total is due for initial deposit. For reservations made within 60 days of check in date, 100% of total owed will be due as deposit. A \$79 CSA damage insurance policy must be purchased within 48 hours of making this reservation. For check in dates within 7 days of making reservation, the CSA policy must be purchased within 24 hours upon making reservation.

Cancellations/Changes
Should you cancel more than 45 days prior to your arrival, you will forfeit 20% of your deposit plus a \$99 processing fee. If a cancellation occurs within 45 days of your arrival date, the entire deposit, including any and all payments received will be non-refundable and non-transferable. If you shorten the length of your stay within 45 days of your arrival date, you will be charged 30% of the rate of the cancelled nights. FOR RESERVATIONS MADE WITHIN 30 DAYS OF YOUR ARRIVAL DATE, cancellations must be made no later than 24 hours after making the reservation and will incur a \$300 cancellation fee. 24 hours after making the reservation, 100% of deposit will be forfeited if there is a cancellation. Any change in accommodation, length or date of stay will be subject to the cancellation policy above. No refunds will be given for late arrivals or early departures.

Pets
This house is designated "pet friendly". There will be a non-refundable \$199 deposit to any renters bringing pets collected at original deposit. Dogs of all sizes and birds are allowed. Sorry, CATS ARE NOT allowed. You are responsible for cleaning up after your pets and keeping them from barking excessively, scratching the furniture or doors, or damaging the property in any way. Please keep the grounds clear of pet droppings, if we find pet droppings on Shore To Please LLC Property upon your departure, we will charge your credit card an additional \$350 cleaning fee. If your pet(s) sheds excessively, we ask that you keep them off the furniture and beds, failure to do so will result in an additional cleaning charge of \$350. IMPORTANT: If your pet defecates or urinates anywhere INSIDE the house, you agree to pay an additional "emergency pet cleaning fee" of \$500, NO EXCEPTIONS.

Smoking
Smoking is prohibited in all accommodations. All evidence of outdoor smoking (cigarette butts, ash, cigars, and trash) must be removed from porches, balconies, courtyards and landscaping. Failure to follow our smoking policy will result in a \$250 minimum charge for additional housekeeping and/or damages. SMOKING INSIDE HOUSE WILL RESULT IN IMMEDIATE EVICTION AND/OR LEGAL ACTION.

Housekeeping
Our housekeeping staff works diligently to prepare each home for your arrival. Bed linens, bath and pool towels are provided but we do request that you bring beach towels. Damage charges will be applied to your credit card in the event that excessive cleaning is needed following your departure. There is a mandatory \$299 cleaning charge added on to all reservations.

 (initial)

FTC - Shore to Please -000001

FEDERAL TRADE COMMISSION DECISIONS
VOLUME 168

Complaint

Maximum Occupancy

The maximum occupancy is 14 (18 for both houses). Any child above the age of 2 is considered an occupant and must be included in the occupancy total. If you are found to exceed the maximum occupancy of your accommodation, an additional fee of \$200 per person will be required and charged. PARKING: Garage access is not guaranteed for any vehicles. Please refer to the parking addendum.

Hurricane Evacuation

Refunds are not given due to inclement weather unless a mandatory evacuation is issued by the National Weather Service. In the event of a mandatory evacuation, only the unused portion of your stay will be refunded. No refunds will be given for voluntary evacuations.

Security/ damage deposit

We do require you purchase a \$79 CSA insurance policy (damage protection) for your rental at this property. We will provide you with the link to purchase this on your own. Failure on your part to purchase this policy within 48 hours of booking the reservation may result in cancellation of reservation with no monies refunded, or Shore To Please Vacations LLC may, at their sole discretion, purchase the policy on your behalf with your credit card. There is 1 Amenity Access Card in the Main house (1 in carriage) that will give you access to all Rosemary Beach Community Amenities. If these cards are not placed back on the kitchen counter upon your departure (or in a conspicuous place in kitchen), and cannot be located and returned, you will be charged a \$150 replacement cost for EACH card. PLEASE DO NOT MISPLACE OR LOSE THESE CARDS. Please place the house key(s) back in their appropriate lock boxes upon departure. Misplaced or lost keys will result in a \$500 charge in order to pay for us to change out ALL the locks. PLEASE DO NOT LOSE OR MISPLACE KEY(S).

Rates: All rates, fees and policies are subject to change without notice. Rates will not change after being locked in with a deposit. Rates are subject to 12% tax (8% state and 4% local) and various fees.

Disclaimers

The guest shall indemnify and hold harmless the owner for any damages to the unit, the grounds, furnishings, equipment, and household items therein, which occur during the lessee's period of occupancy, excluding normal wear and tear and acts of God. The accommodations may not be sublet or assigned without the express written consent of the property owner. Excessive cleaning charges will be charged to your credit card if the accommodations are not left in a reasonably neat and orderly fashion. All monies received will be placed into interest bearing account with Agent being the recipient of any accrued interest. Two or more locked closets are considered "owner's closets" and are not included in this rental. They must remain locked at all times. Forcefully attempting to unlock these closets and/or opening them will result in forfeit of all monies paid and immediate eviction. DO NOT move furniture or beds (except roll-away cot in loft). Moving furniture and/or beds will result in immediate eviction. House parties and excessive noise are not permitted. No fireworks, firecrackers, discharging of guns, and/or illegal activities on property is allowed. Violations of these rules will result in an immediate eviction and no refund will be given. Bringing a pet without paying the pet fee, and/or without owner's consent, will result in a "late pet fee" of \$500 charged to your credit card, which you agree to pay. Obtaining this reservation under false pretenses or misrepresentation will result in immediate eviction and no refund. Refunds will not be given due to malfunctioning or broken equipment or appliances. However, every reasonable effort will be made to correct the issue as quickly as possible. If the Main House is rented by a separate party, then the MAIN HOUSE renters will have first rights to the garage, for their vehicles. If damages committed by your party are for some reason not covered by (or in excess of) the CSA damage insurance, your credit card will be charged for the additional damages. Please note that if main house and carriage house are rented by different parties, outdoor areas are considered "common areas." By signing below, you agree not to defame or leave negative reviews (includes any review or comment deemed to be negative by a Shore To Please Vacations LLC officer or member, as well as any review less than a "5 star" or "absolute best" rating) about this property and/or business in any print form or on any website (including but not limited to www.VRBO.com). Due to the difficulty in ascertaining an actual amount of damages in situations like this, breaching this clause (leaving any negative review or negative comment about this property or business) will immediately result in minimum liquidated damages of \$25,000 paid by you to Shore To Please Vacations LLC. By signing below, you agree to all charges mentioned above, if you or your party incurs them, in relation to violating any rules/policies/clauses within this contract. You hereby agree if your credit card, which Shore To Please Vacations LLC has on file, is declined for any of these incurred charges, you will overnight a cashier's check or money order (made out to "Shore To Please Vacations LLC") in the amount of the charges and/or damages to the mailing address on page 1 of this contract. By signing below, you agree to be held liable for any legal fees incurred by Shore To Please Vacations LLC, arising from any legal actions, including but not limited to litigation and collections, filed against you or others in your party. By signing below, you hereby release, waive, discharge, and covenant not to sue Shore To Please Vacations LLC, its members, officers, owners, agents, or employees for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by you or anyone in your party. If you are evicted or asked to leave, either by law enforcement and/or Rosemary Beach security, you forfeit all monies paid. Florida law will govern, in respect to this agreement. Venues for litigation or any other proceedings will be held in Walton County, FL, unless otherwise stated in writing by an Officer or Agent of Shore To Please Vacations LLC.

Sign, date, initial the first page and return one (1) copy of this agreement to the above address, or fax it to us at (888) 233-1714. When first payment (deposit) is received, a receipt will be immediately emailed to you. Please make checks payable to "Shore To Please Vacations LLC."

Enjoy your stay!

Redacted

Signature

Redacted

Date

Name (print)

Address

Redacted

Redacted

Of guests in party

Redacted

Redacted

Phone # (cell preferred)

email

Complaint

Shore To Please Vacations LLC

P.O. Box 27282, Panama City, FL 32411 office (310) 560-8045 fax 888-233-1714

Mail Checks To:
Shore To Please Vacations LLC
Attn: Accounting
P.O. Box 27282
Panama City, FL 32411

Redacted Reservation

Rate for Accommodations (OWNER APPROVED SALE RATE)
State and Local Taxes (12% due to Walton Co tax increase)
Cleaning Fee
Processing Fee
Pet Deposit -non refundable (if applicable)
Total due NOW
Total Due on or BEFORE 45 days before check-in date
Grand Total

PAID VIA HOMEAWAY/VRBO
incl
incl
WAIVED
incl
PAID VIA HOMEAWAY/VRBO
NA
PAID VIA HOMEAWAY/VRBO

Property Name
Property Address

"Shore To Please Carriage House"
24 Saint George's Ln. Rosemary Bch, FL 32461

Arriving
Departing

July 22, 2017
July 29, 2017

Arrival/Departure

Check-in: AFTER 5:00pm central time on check-in date. Check-out: BEFORE 10:00am central time on check out date.

We will make every effort to have your accommodation ready at 4pm but CHECK-IN DELAYS MAY OCCUR during peak rental times. We appreciate your patience and ask that you have alternate plans, such as the beach or dinner, available between 4-6pm. Early Check-ins and late Check-outs are NOT allowed, without written permission from Shore to Please Vacations, and may result in forfeiture of your security deposit.

Advance Deposits/Payments

Shore To Please Vacations requires a 50% deposit when making the reservation. We will process this deposit by use of Visa, MasterCard, American Express, cashier's check, or personal check. The remaining balance (50%) will be due no less than 45 days from check-in and may be paid by Visa, MasterCard, Money Order, Personal check, cashier's check, or Cash. There will be a \$200 fee for returned checks. For Carriage House rentals where the rate is under \$1500 (NOT including tax and fees), 100% of total is due for initial deposit. For reservations made within 60 days of check in date, 100% of total owed will be due as deposit. A \$79 CSA damage insurance policy must be purchased within 3 days of making this reservation. For check in dates within 7 days, the CSA policy must be purchased immediately upon making reservation. Failure to pay 2nd deposit, if applicable, within 40 days of check in date will result in reservation cancellation and loss of all monies received.

Cancellations/Changes

Should you cancel more than 45 days prior to your arrival, you will forfeit 40% of your deposit plus a \$99 processing fee. If a cancellation occurs within 45 days of your arrival date, the entire deposit, including any and all payments received will be non-refundable and non-transferable. No refunds will be given for shortening the length of our stay. FOR RESERVATIONS MADE WITHIN 30 DAYS OF YOUR ARRIVAL DATE, cancellations must be made no later than 24 hours after making the reservation and will incur a \$300 cancellation fee. 24 hours after making the reservation, 100% of deposit will be forfeited if there is a cancellation. -Any change in accommodation, length or date of stay will be subject to the cancellation policy above. No refunds will be given for late arrivals or early departures.

Rates: All rates, fees and policies are subject to change without notice. Rates will not change after being locked in with a deposit. Rates are subject to 12% tax (8% state and 4% local) and various fees.

Hurricane Evacuation

Refunds are not given due to inclement weather unless a mandatory evacuation is issued by the National Weather Service. In the event of a mandatory evacuation, only the unused portion of your stay will be refunded. No refunds will be given for voluntary evacuations.

Smoking

Smoking is prohibited in all accommodations. All evidence of outdoor smoking (cigarette butts, ash, cigars, and trash) must be removed from porches, balconies, courtyards and landscaping. Failure to follow our smoking policy will result in a \$250 minimum charge to your credit card for additional housekeeping and/or damages. SMOKING INSIDE HOUSE WILL NOT BE TOLERATED AND WILL RESULT IN IMMEDIATE EVICTION.

(initial)

Complaint

Pets

This house is designated "pet friendly". There will be a non-refundable \$199 deposit to any renters bringing pets collected at original deposit. Dogs of all sizes and birds are allowed. Sorry, CATS ARE NOT allowed. You are responsible for cleaning up after your pets and keeping them from barking excessively, scratching the furniture or doors, or damaging the property in any way. Please keep the grounds clear of pet droppings, if we find pet droppings on Shore To Please LLC Property upon your departure, we will charge your credit card an additional \$350 cleaning fee. If your pet(s) sheds excessively, we ask that you keep them off the furniture and beds, failure to do so will result in an additional cleaning charge of \$350. IMPORTANT: If your pet defecates or urinates anywhere INSIDE the house, you agree to pay an additional "emergency pet cleaning fee" of \$500, NO EXCEPTIONS.

Housekeeping

Our housekeeping staff works diligently to prepare each home in preparation for your arrival. Bed linens, bath and pool towels are provided but we do request that you bring beach towels. Damage charges will be applied to your credit card in the event that excessive cleaning is needed following your departure. There is a Mandatory \$149 Cleaning charge added on to all reservations.

Security/ damage deposit

We do require you purchase a \$79 CSA damage insurance policy (damage protection) for your rental at this property. We will provide you with the link to purchase this on your own. Failure to do so within 3 days of booking the reservation may result in cancellation of reservation with no monies refunded, or Shore To Please Vacations LLC may, at their sole discretion, purchase the policy on your behalf with your credit card. There is 1 Amenity Access Card in the Main house (1 in carriage) that will give you access to all Rosemary Amenities. If these cards are not placed back on the kitchen counter upon your departure (or in a conspicuous place in kitchen), and cannot be located and returned, you will be charged a \$150 replacement cost for EACH card. PLEASE DO NOT MISPLACE OR LOSE THESE CARDS. Please place the house key(s) back in their appropriate lock boxes upon departure. Misplaced or lost keys will result in a \$500 fee in order to pay for us to change out ALL the locks. PLEASE DO NOT LOSE OR MISPLACE KEY(S).

Disclaimers

The guest shall indemnify and hold harmless the owner for any damages to the unit, the grounds, furnishings, equipment, and household items therein, which occur during the lessee's period of occupancy, excluding normal wear and tear and acts of God. The accommodations may not be suited or assigned without the express written consent of the property owner. Excessive cleaning charges will be charged to your credit card if the accommodations are not left in a reasonably neat and orderly fashion. All monies received will be placed into interest bearing account with Agent being the recipient of any accrued interest. Two or more locked closets are considered "owner's closets" and are not included in this rental. They must remain locked at all times. Forcefully attempting to unlock these closets and/or opening them will result in forfeit of all monies paid and immediate eviction. DO NOT move furniture or beds (except roll-away cot in loft). Moving furniture and/or beds will result in immediate eviction. House parties and excessive noise are not permitted. No fireworks, firecrackers, discharging of guns, and/or illegal activities on property is allowed. Violations of these rules will result in an immediate eviction and no refund will be given. Bringing a pet without paying the pet fee, and/or without owner's consent, will result in a "late pet fee" of \$500 charged to your credit card, which you agree to pay. Obtaining this reservation under false pretenses or misrepresentation will result in immediate eviction and no refund. Refunds will not be given due to malfunctioning or broken equipment or appliances. However, every reasonable effort will be made to correct the issue as quickly as possible. If the Main House is rented by a separate party, then the MAIN HOUSE renters will have first rights in the garage, for their vehicles. If damages committed by your party are for some reason not covered by (or in excess of) the CSA damage insurance, your credit card will be charged for the additional damages. Please note that if main house and carriage house are rented by different parties, outdoor areas are considered "common areas." By signing below, you agree not to defame or leave negative reviews (includes any review or comment deemed to be negative by a Shore To Please Vacations LLC officer or member, as well as any review less than a "5 star" or "absolute best" rating) about this property and/or business in any print form or on any website (including but not limited to www.VRBO.com). Due to the difficulty in ascertaining an actual amount of damages in situations like this, breaching this clause (leaving any negative review or negative comment about this property or business) will immediately result in minimum liquidated damages of \$25,000 paid by you to Shore To Please Vacations LLC. By signing below, you agree to all charges mentioned above, if you or your party incurs them, in relation to violating any rules/policies/clauses within this contract. You hereby agree if your credit card, which Shore To Please Vacations LLC has on file, is declined for any of these incurred charges, you will overnight a cashier's check or money order (made out to "Shore To Please Vacations LLC") in the amount of the charges and/or damages to the mailing address on page 1 of this contract. By signing below, you agree to be held liable for any legal fees incurred by Shore To Please Vacations LLC, arising from any legal actions, including but not limited to litigation and collections, filed against you or others in your party. By signing below, you hereby release, waive, discharge, and covenant not to sue Shore To Please Vacations LLC, its members, officers, owners, agents, or employees for any liability, claims, and/or cause of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by you or anyone in your party. If you are evicted or asked to leave, either by law enforcement and/or Rosemary Beach security, you forfeit all monies paid. Florida law will govern, in respect to this agreement. Venues for litigation or any other proceedings will be held in Walton County, FL, unless otherwise stated in writing by an Officer or Agent of Shore To Please Vacations LLC.

Sign, date, initial the first page and return one (1) copy of this agreement via E-Mail scan, or fax it to us at (888) 233-1714. When first payment (deposit) is received, a receipt will be emailed to you. Enjoy your stay!

Redacted

7/22/17

Signature Redacted

Name (print)

Redacted

Address

Redacted

Redacted

Of guests in party

Phone # (cell preferred)

Redacted

Decision and Order

DECISION

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices of the Respondents named in the caption. The Commission’s Bureau of Consumer Protection (“BCP”) prepared and furnished to Respondents a draft Complaint. BCP proposed to present the draft Complaint to the Commission for its consideration. If issued by the Commission, the draft Complaint would charge Respondents with violations of the Consumer Review Fairness Act of 2016.

Respondents and BCP thereafter executed an Agreement Containing Consent Order (“Consent Agreement”). The Consent Agreement includes: 1) statements by Respondents that they neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Decision and Order, and that only for purposes of this action, they admit the facts necessary to establish jurisdiction; and 2) waivers and other provisions as required by the Commission’s Rules.

The Commission considered the matter and determined that it had reason to believe that Respondents have violated the Consumer Review Fairness Act, and that a Complaint should issue stating its charges in that respect. The Commission accepted the executed Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments. Now, in further conformity with the procedure prescribed in Rule 2.34, the Commission issues its Complaint, makes the following Findings, and issues the following Order:

FINDINGS

1. The Respondents are:
 - a. Shore to Please Vacations LLC, a Nevada limited liability company, registered to do business in Florida, with its principal office or place of business at 8033 West Sunset Boulevard, #1079, West Hollywood, California 90046.
 - b. Robert Aaron Stephens, the owner and manager of Shore to Please Vacations LLC. Individually or in concert with others, he formulates, directs, or controls the policies, acts, or practices of Shore to Please Vacations LLC. His principal office or place of business is the same as that of Shore to Please Vacations LLC.
2. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondents, and the proceeding is in the public interest.

Decision and Order

ORDER**Definitions**

For purposes of this Order, the following definitions apply:

- A. “Covered Communication” means a written, oral, or Pictorial review, performance assessment, or other similar analysis of goods or services, including conduct related to the goods or services.
- B. “Review-Limiting Contract Term” means a standardized contract term that:
 - 1. prohibits or restricts the ability of a person who is a party to the contract to engage in a Covered communication;
 - 2. imposes a penalty or fee against a person who is a party to the contract for engaging in a Covered Communication; or
 - 3. transfers, or requires a person who is a party to the contract to transfer, to any other person any intellectual property rights in a Covered Communication, with the exception of a non-exclusive license to lawfully use a Covered Communication about a Respondent’s goods or services.
- C. “Pictorial” includes pictures, photographs, video, illustrations, and symbols.
- D. “Respondents” means Shore to Please Vacations LLC and Robert Aaron Stephens, individually or collectively.
 - 1. “Corporate Respondent” means Shore to Please Vacations LLC, a limited liability company, and its successors and assigns.
 - 2. “Individual Respondent” means Robert Aaron Stephens.

Provisions**I. Prohibited Use of Review-Limiting Contract Terms**

IT IS ORDERED that Respondents, and Respondents’ members, managers, officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the sale or leasing of any good or service, must not:

- A. offer to any prospective customer a contract, or offer to any customer a renewal contract, that includes a Review-Limiting Contract Term;

Decision and Order

- B. require that a customer accept a Review-Limiting Contract Term as a condition of any Respondent's fulfillment of its obligations under a customer contract that a Respondent entered into before the effective date of this Order; or
- C. attempt to enforce or assert the validity of any Review-Limiting Contract Term in any customer contract that a Respondent entered into before the effective date of this Order.

Nothing in this Provision shall require a Respondent to publish or host the content of any person, affect any other legal duty of a party to a contract, or affect any cause of action arising from the breach of such duty.

II. Notice to Consumers

IT IS FURTHER ORDERED that each Respondent must, within 30 days after the effective date of this Order, notify all customers whose contact information is available to them who entered into a contract with any Respondent that included any term concerning a Covered Communication, such as Respondents' rental agreements or any settlement or release relating to any rental agreement, used on or after June 1, 2017, through the effective date of this Order, by mailing or emailing each a notice as shown in Attachment A:

- A. The heading of the notice and the subject line for any email must read "Your Right to Post Honest Reviews."
- B. The Respondent's name and return address for any mailing must appear on the front of the envelope, the customer's name and address must be printed on the front of the envelope or be visible through a window in the envelope, and the words "Your Right to Post Honest Reviews" must be printed in easily noticed text near the customer's name and address.
- C. The notice must not include any other materials or message about a Respondent, or otherwise concern its goods or services.

III. Dismissal of Breach of Contract Count Against Renter

IT IS FURTHER ORDERED that, within 3 days after the issuance of this Order, Respondents must file with the Circuit Court of the First Judicial Circuit, in and for Walton County, Florida, a notice of dismissal, with prejudice, of "Count I – Breach of Contract (Negative Review)," and any claim for relief or monetary recovery, including damages, interest, attorney's fees, and costs based on such count, in *Shore to Please Vacations LLC v. Paul A. Jordan*, Case No. 2017 CA 586.

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IV. Acknowledgments of the Order

IT IS FURTHER ORDERED that Respondents obtain acknowledgments of receipt of this Order:

- A. Each Respondent, within 10 days after the effective date of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 3 years after the issuance date of this Order, Individual Respondent for any business that he, individually or collectively with Corporate Respondent, owns a majority of or controls directly or indirectly, and Corporate Respondent, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for drafting, approving, or enforcing customer contracts, or for responding to Covered Communications and all agents and representatives who participate in drafting, approving, or enforcing customer contracts, or responding to Covered Communications; and (3) any business entity resulting from any change in structure as set forth in the Provision titled Compliance Reports and Notices. Delivery must occur within 10 days after the effective date of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.
- C. From each individual or entity to which a Respondent delivered a copy of this Order, Respondent must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

V. Compliance Reports and Notices

IT IS FURTHER ORDERED that Respondents make timely submissions to the Commission:

- A. One year after the issuance date of this Order, each Respondent must submit a compliance report, sworn under penalty of perjury, in which:
 - 1. Each Respondent must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Respondent; (b) identify all of that Respondent's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered and the means of advertising, marketing, and sales, any conduct toward consumers who have engaged in Covered Communications, and the involvement of any other Respondent (which Individual Respondent must describe if he knows or should know due to

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his own involvement); (d) describe in detail whether and how Respondent is in compliance with each Provision of this Order, including a discussion of all of the changes Respondent made to comply with this Order; and (e) provide a copy of each Acknowledgment of this Order obtained pursuant to this Order, unless previously submitted to the Commission.

2. Additionally, Individual Respondent must: (a) identify all his telephone numbers and all his physical, postal, email and Internet addresses, including all residences; (b) identify all his business activities, including any business for which he performs services whether as an employee or otherwise and any entity in which he has any ownership interest; and (c) describe in detail his involvement in each such business activity, including title, role, responsibilities, participation, authority, control, and any ownership.
- B. For 3 years after the issuance date of this Order, each Respondent must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:
1. Each Respondent must submit notice of any change in: (a) any designated point of contact; or (b) the structure of any Corporate Respondent or any entity that Respondent has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.
 2. Additionally, Individual Respondent must submit notice of any change in: (a) name, including alias or fictitious name, or residence address; or (b) title or role in any business activity, including (i) any business for which he performs services whether as an employee or otherwise and (ii) any entity in which he has any ownership interest and over which he has direct or indirect control. For each such business activity, also identify its name, physical address, and any Internet address.
- C. Each Respondent must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Respondent within 14 days of its filing.
- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.

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- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, D.C. 20580. The subject line must begin: *In re Shore to Please Vacations LLC*, C-4683.

VI. Recordkeeping

IT IS FURTHER ORDERED that Respondents must create certain records for 3 years after the issuance date of this Order, and retain each such records for 5 years, unless otherwise specified below. Specifically, Corporate Respondent and Individual Respondent, for any business that such Respondent, individually or collectively with any other Respondents, owns a majority of or controls directly or indirectly, must create and retain the following records:

- A. Personnel records showing, for each person providing services in relation to any aspect of this Order, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- B. A copy of: each unique contract relating to a Covered Communication; each unique contract used in connection with the sale or leasing of Respondent's goods or services, including processing applications to rent property; all communications with consumers threatening any legal action relating to any Covered Communication; and all parties' court filings and Respondents' discovery responses in any legal action relating to any Covered Communication; and
- C. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission.

VII. Compliance Monitoring

IT IS FURTHER ORDERED that, for the purpose of monitoring Respondents' compliance with this Order:

- A. Within 10 days of receipt of a written request from a representative of the Commission, each Respondent must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.
- B. For matters concerning this Order, representatives of the Commission are authorized to communicate directly with each Respondent. Respondents must permit representatives of the Commission to interview anyone affiliated with any

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Respondent who has agreed to such an interview. The interviewee may have counsel present.

- C. The Commission may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities, to Respondents or any individual or entity affiliated with Respondents, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

VIII. Order Effective Dates

IT IS FURTHER ORDERED that this Order is final and effective upon the date of its publication on the Commission's website (ftc.gov) as a final order. This Order will terminate July 29, 2039, or 20 years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying settlement) in federal court alleging any violation of this Order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Provision in this Order that terminates in less than 20 years;
- B. This Order's application to any Respondent that is not named as a defendant in such complaint; and
- C. This Order if such complaint is filed after this Order has terminated pursuant to this Provision.

Provided, further, that if such complaint is dismissed or a federal court rules that the Respondent did not violate any provision of this Order, and the dismissal or ruling is either not appealed or upheld on appeal, then this Order will terminate according to this Provision as though the complaint had never been filed, except that this Order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

Analysis to Aid Public Comment

ATTACHMENT A to the Order – Letter Notice Template:

The notice must be in the following form, appearing on Respondents' letterhead and email, with the underlined text completed as directed:

Your Right to Post Honest Reviews

Dear <Name of customer>:

Our records show that you rented a vacation property in Rosemary Beach, Florida from my company through VRBO.com. I am writing to tell you that the Federal Trade Commission (FTC), the nation's consumer protection agency, has alleged that we used contract provisions that violated the Consumer Review Fairness Act (CRFA). The CRFA protects your ability to share your honest opinions about a business's products, services, or conduct in any forum, including social media. According to the FTC, we used a provision in our form contracts that unlawfully restricted our customers (including you) from sharing truthful information and opinions about their experiences with us.

We are contacting our customers to tell you that this contract provision is void and we cannot enforce the provision against you. You can publish your honest review even if you say something negative about us or our services.

If you have questions about the FTC's case, visit [add case page alias URL provided by FTC staff with embedded hyperlink].

Sincerely,

Robert Aaron Stephens

ANALYSIS OF CONSENT ORDER TO AID PUBLIC COMMENT

The Federal Trade Commission ("Commission") has accepted, subject to final approval, an agreement containing a consent order as to Shore to Please Vacations LLC and Robert A. Stephens ("respondents").

The proposed consent order ("order") has been placed on the public record for 30 days for receipt of comments by interested persons. Comments received during this period will become part of the public record. After 30 days, the Commission will again review the order and the comments received, and will decide whether it should withdraw the order or make it final.

Analysis to Aid Public Comment

This matter involves the respondents' use of non-disparagement provisions in consumer form contracts in the course of renting vacation properties. The complaint alleges that the respondents violated Section 2(c) of the Consumer Review Fairness Act ("CRFA") by offering to consumers form contracts that contained non-disparagement provisions made void by Section 2(b) of the CRFA. The CRFA defines a form contract as a contract with standardized terms, used in the course of selling or leasing goods or services, and imposed on an individual without a meaningful opportunity for such individual to negotiate the standardized terms.

The order includes injunctive relief that prohibits these alleged violations and fences in similar and related conduct involving the use of contract terms that prohibit, restrict, penalize, or transfer rights in consumer reviews or evaluation of the respondents, their goods, or their services. The CRFA authorizes the Commission to seek civil penalties for knowing violations, but the complaint does not allege that the respondents' violations were knowing, and the order does not provide for monetary relief.

Part I prohibits, in the sale or leasing of any good or service, the respondents from: offering to any prospective customer a contract, or offering to any customer a renewal contract, that includes a review-limiting term; requiring that a customer accept such a term as a condition of the respondents' fulfillment of their obligations under contracts entered into before the effective date of the order; or attempting to enforce or assert the validity of such a term in customer contracts entered into before the effective date of the order. Part I would not require that the respondents publish or host the content of any person, affect any other legal duty of a party to a contract, or affect any cause of action arising from the breach of such duty.

Part II requires the respondents to notify by mail or email customers with whom they entered into form contracts with a non-disparagement provision on or after March 14, 2017 that the non-disparagement provision is void and cannot be enforced, and that those customers can publish their honest reviews about the respondents, even if their comments are negative.

Part III requires that the respondents dismiss their remaining count against a renter for alleged breach of the non-disparagement provision.

Part IV requires the respondents to submit signed acknowledgments that relevant personnel received the order.

Part V requires the respondents to file compliance reports with the Commission, and to notify the Commission of bankruptcy filings or changes in company structure that might affect compliance obligations.

Part VI contains recordkeeping requirements for personnel records, consumer contracts, communications with consumers threatening any legal action relating to any review; and court filings and the company's discovery responses in legal actions over consumer reviews, as well as all records necessary to demonstrate compliance or non-compliance with the order.

Analysis to Aid Public Comment

Part VII contains other requirements related to the Commission's monitoring of the respondent's order compliance.

Part VIII provides the effective dates of the order, including that, with exceptions, the order will terminate in 20 years.

The purpose of this analysis is to facilitate public comment on the order, and it is not intended to constitute an official interpretation of the complaint or order, or to modify the order's terms in any way.

Complaint

IN THE MATTER OF

**UNITEDHEALTH GROUP INCORPORATED,
COLLABORATIVE CARE HOLDINGS, LLC,
DAVITA INC.,
AND
DAVITA MEDICAL HOLDINGS, LLC**

CONSENT ORDER, ETC. IN REGARD TO ALLEGED VIOLATIONS OF SECTION 5 OF THE FEDERAL
TRADE COMMISSION ACT AND SECTION 7 OF THE CLAYTON ACT

*Docket No. C-4677; File No. 181 0057
Complaint, June 19, 2019 – Decision, August 12, 2019*

This consent order addresses the \$4.3 billion acquisition by UnitedHealth Group Incorporated of certain assets of DaVita Medical Group (“DMG”). The complaint alleges that the Acquisition, if consummated, would violate Section 7 of the Clayton Act and Section 5 of the Federal Trade Commission Act by (i) removing an actual, direct, and substantial competitor from the Las Vegas Area for managed care provider organization (“MCPO”) services sold to Medicare Advantage health plans (“MA plans”) and (ii) lessening competition in the market for MA plans sold to individuals. The consent order requires a complete divestiture of DMG’s assets relating to the HealthCare Partners Nevada business (“HCPNV Assets”) and granting certain related licenses.

Participants

For the *Commission*: Emily Bowne, Jeanne Nichols, Rohan Pai, Joshua Smith and Jonathan Wright.

For the *Respondents*: Ilene Gotts, Wachtell, Lipton, Rosen & Katz; Mark Botti and Anthony Swisher, Baker Botts LLP; and Karen Silverman, Lathan & Watkins LLP.

COMPLAINT

Pursuant to the provisions of the Clayton Act and the Federal Trade Commission Act (“FTC Act”), and by the virtue of the authority vested in it by said Acts, the Federal Trade Commission (“FTC” or “Commission”), having reason to believe that Respondent Collaborative Care Holdings, LLC, a limited liability company subject to the jurisdiction of the Commission and controlled by Respondent UnitedHealth Group Incorporated (“UnitedHealth Group”), a corporation subject to the jurisdiction of the Commission, and Respondent DaVita Inc. (“DaVita”), a corporation subject to the jurisdiction of the Commission, have reached an agreement (the “Proposed Acquisition”) in violation of Section 5 of the FTC Act, as amended, 15 U.S.C. § 45, pursuant to which UnitedHealth Group will acquire all of the issued and outstanding equity interests of Respondent DaVita Medical Holdings, LLC, the holding company for DaVita Medical Group (“DMG”) and a limited liability company subject to the jurisdiction of the Commission, from DaVita, which, if consummated, would violate Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. § 45,