

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.

ELLEN GIANOULAKOS CRUZ, a New York resident, RICHARD RHEINHARDT and DOROTHY RHEINHARDT, Florida residents,

Plaintiffs,

vs.

COMPLAINT-CLASS ACTION

REVELEX CORPORATION, a Florida corporation, LEGENDARY JOURNEYS, INC., a Florida corporation, and FOUR SEASONS TOURS AND CRUISES, a Florida Corporation,

Defendants.

COMPLAINT & DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 23, named Plaintiffs bring this national class action on behalf of themselves and all other similarly purchasers of bogus travel insurance plans in the United States. In support thereof, Plaintiffs state as follows:

INTRODUCTION

1. Plaintiffs and Class Members are innocent consumers who believed they were buying travel insurance to protect against them not being able to take their planned and paid for vacations due to illness, death, or other covered reasons.
2. Defendant Legendary Journeys, Inc. is a Florida travel agent specializing in booking cruises on a national basis that sold the bogus travel insurance to Plaintiffs and unknowing consumers. Defendant Legendary Journeys, Inc. did not possess the requisite licensing to sell travel insurance under the laws of Florida. Ex. A, attached hereto.

3. Defendant Four Seasons Tours and Cruises, Inc. is a Florida travel agent specializing in booking cruises on a national basis that sold the bogus travel insurance to Plaintiffs and unknowing consumers.
4. Defendant Revelex Corporation is a Boca Raton, Florida, corporation that provides the booking platform to travel agents, like Defendants Legendary Journeys, Inc., and Four Seasons Tours and Cruises to book and sell bogus travel insurance. Revelex knew or should have known that the insurance products it was allowing to be booked on its software platform through travel agents, like Defendants Legendary Journeys, Inc. and Four Seasons Tours and Cruises, was a sham.
5. As set forth herein, Defendants' acts and omissions led to Plaintiffs and innocent consumers:
 - 1) purchasing bogus travel insurance that never existed; and
 - 2) making claims on policies that did not exist and not being paid for their valid claims.

JURISDICTION, PARTIES, AND VENUE

6. This action is within the original jurisdiction of this Court by virtue of 28 U.S.C. §1332(d)(2) and the Class Action Fairness Act ("CAFA"). Plaintiffs and Defendants are citizens of different states and the amount in controversy of this Class action exceeds five million dollars (\$5,000,000.00), exclusive of interest and costs.
7. Should the Court not have original jurisdiction over any claim or claims under CAFA, this Court can exercise supplemental jurisdiction under 28 U.S.C. §1367 over the claims because they are derived from the same nucleus of operative facts such that Plaintiffs would ordinarily expect to try them in one proceeding.

8. Venue in this district satisfies the requirements of 28 U.S.C. §1391(b)(1)-(2) and (c) because a significant number of the absent class members reside in this jurisdiction and a substantial amount of the events and occurrences giving rise to the claims occurred in this District.

PLAINTIFFS

Plaintiff Ellen Gianoulakos Cruz

9. Plaintiff Ellen Gianoulakos Cruz is a resident of the State of New York that used Defendant Legendary Journeys, Inc. to book a cruise to Scandinavia and Russia in February 2008 for a trip to take place in August 14, 2008. Composite Ex. B, attached hereto, Invoice from Defendant LJ, Traveler Protection Insurances Policy, and Certificate of Coverage
10. Plaintiff Ellen Gianoulakos Cruz purchased bogus travel insurance through Defendant Legendary Journeys, Inc. (“LJ”) for her cruise. LJ was not licensed to sell insurance in the State of Florida. Ex. A, attached hereto, Notice of Intent to Issue Cease and Desist Order against Defendant Legendary Journeys, Inc.
11. Upon information and belief, Defendant LJ used Defendant Revelex Corporation (“Revelex”) as the booking agent to reserve and purchase the bogus travel insurance.
12. On August 9, 2008, just five days before Plaintiff Ellen Gianoulakos Cruz’s vacation, her brother passed away. Plaintiff cancelled her travel with Defendant LJ and made a claim for the trip cancellation through Traveler Protection Services, Inc., the issuer of the bogus policy. Plaintiff’s legitimate claim was never approved or paid. Instead, she received a letter that Traveler Protection Services Inc., the issuer of the bogus policy that it had insufficient funds to pay claims, and that if she had an approved claim, which Plaintiff did not, she may receive a payment within the next three years.

Plaintiffs Richard Rheinhardt and Dorothy Rheinhardt

13. Plaintiffs Richard Rheinhardt and Dorothy Rheinhardt (“Rheinhardts”) are residents of the State of Florida that used Defendant Four Seasons Tours and Cruises, Inc. (“Four Seasons”) to book travel on two occasions.
14. The first trip that the Rheinhardts booked through Four Seasons was purchased on September 19, 2007, for a flight to Rome and ultimately a cruise out of Rome, Italy. The second trip was purchased on November 6, 2008, and was also for a flight to Rome and ultimately a cruise out of Rome, Italy.
15. The Rheinhardts purchased bogus travel insurance through Defendant Four Seasons for their flights and cruises.
16. Upon information and belief, Defendant Four Seasons used Defendant Revelex as the booking agent to reserve and purchase the bogus travel insurance.
17. For the trip and bogus travel insurance the Rheinhardts purchased on September 19, 2007, Mr. Rheinhardt fell ill just before the trip and made a claim through Prime Travel Protection, the issuer of the bogus policy. The Rheinhardts’ legitimate claim was never approved or paid.
18. For the trip and bogus travel insurance the Rheinhardts purchased on November 6, 2008, through Defendant Four Seasons, the bogus policy was never issued. Because there was never a policy of insurance for travel, the Rheinhardts never received what they paid for.

DEFENDANTS

Legendary Journeys, Inc.

19. Defendant LJ is a Florida corporation that conducts business throughout the United States, and particularly the State of Florida, including the Miami-Dade, Monroe, and Palm Beach Counties, located in the Southern District of Florida.
20. Defendant LJ maintains an office for transacting business in Largo, Florida, located in the Southern District of Florida at 801 West Bay Drive Suite 500, Largo, FL 33763.
21. Defendant LJ conducts business nationwide using a 1-800 number and an internet platform to reach consumers and advertises itself as “America’s #1 vacation specialist.”
22. Defendant LJ is a licensed seller of travel in Florida and California.
23. Defendant LJ marketed and sold to Plaintiff an \$8,600.02 cruise package, including the subject bogus insurance policy for \$545.00.
24. Defendant LJ admits that it stopped selling the bogus insurance product in September 2008.
25. At all times relevant hereto, Defendant LJ did not hold a travel insurance license pursuant to Florida Statutes section 626.321(1)(c) or the necessary appointments pursuant to Florida Statutes section 626.112(1)(a). Ex. A. Defendant LJ sold bogus travel insurance policies to Plaintiff and Class Members.

Four Seasons Tours and Cruises, Inc.

26. Defendant Four Seasons a Florida corporation that conducts business throughout the United States, and particularly the State of Florida, including the Miami-Dade, Monroe, and Palm Beach Counties, located in the Southern District of Florida.
27. Defendant Four Seasons maintains an office for transacting business in Largo, Florida, located in the Southern District of Florida at 8380 Ulmerton Rd., Ste. 314, Largo, FL 33771.

28. Defendant Four Seasons conducts business nationwide using an internet platform to reach consumers.

29. Defendant Four Seasons marketed and sold the Rheinhardts two trips with bogus travel insurance.

Revelex Corporation

30. Defendant Revelex is a Florida corporation with its principal place of business in Boca Raton, Florida, located in the Southern District of Florida.

31. Defendant Revelex conducts business nationwide using its booking platforms with travel agents, such as Defendants LJ and Four Seasons, to book travel insurance.

32. Upon information and belief, Defendant LJ and Four Seasons utilized Defendant Revelex's booking platform to book the bogus travel insurance for Plaintiffs and Class Members.

33. Defendant Revelex knew or should have known that it was the agent for selling a bogus insurance product to Plaintiffs and Class Members. In fact, Revelex has agreed to stop selling the bogus insurance policies of Prime Travel Protection, Inc., also known as Traveler Protection Services, Inc., the same company that issued Plaintiffs and Class Members bogus policies. Ex. C, attached hereto, Consent Order and Settlement Stipulation for Consent Order entered into by Revelex.

34. Moreover, Revelex has agreed to pay a fine to the State of Florida and cease and desist from aiding and abetting unauthorized insurers, including Prime Travel Protection, Inc., also known as Traveler Protection Services, Inc., the same company that issued Plaintiffs and Class Members' bogus policies.

35. Revelex has also agreed with the State of Florida not to share in any commissions with or receive commissions from any insurer or agent for travel insurance in the State of Florida.

Ex. C, attached hereto.

36. At all times relevant hereto, Revelex did not have a license to sell travel insurance in the State of Florida. Ex. C, attached hereto.

GENERAL ALLEGATIONS

37. The subject bogus travel insurance is marketed as travel insurance by Defendants to cover trips, cruises, tours, and hotel protection, including, but not limited to the following: a) trip cancellation or interruption up to \$10,000 in benefits; b) trip delay/missed connection up to \$500 in benefits; c) emergency medical expense up to \$10,000; d) medical evacuation/repatriation up to \$500,000; e) baggage/personal effects up to \$1,000; f) “pre-existing conditions waiver”; g) bankruptcy protection; h) terrorism waiver; i) “cancel for any reason coverage”; and j) assistance services. Ex. B, attached hereto.

38. Defendants LJ and Revelex were not licensed to sell insurance in the State of Florida; however, Defendants did illegally sell insurance in the State of Florida, in particular to Plaintiffs and Class Members.

39. Defendants failed to perform due diligence to investigate whether the bogus insurance policies it was offering and selling to the public were issued by licensed insurers and that the provider of the policy had sufficient funds to pay claims.

40. Defendants knew or should have known that the bogus travel insurance policies they were selling were fake, and that Plaintiffs and Class Members were not receiving a valid travel insurance policy and that claims on those bogus policies would not be paid.

41. All conditions precedent to bringing this action have been met or will have been met or were waived by Defendants.

CLASS ACTION ALLEGATIONS

42. Plaintiffs bring this suit as a class action pursuant to Rules 23(a), (b)(1), (b)(3) and/or 23(c) of the Federal Rules of Civil Procedure, on behalf of themselves and the following Class and Subclass (collectively referred to herein as “the Class”) comprised of:

Class Definition

All purchasers of travel insurance policies in the United States that bought travel insurance policies through Defendants that were issued by Traveler Protection Services, Inc., also known as Prime Travel Protection, and other unlicensed travel insurance providers. All members of the class are seeking compensatory damages, plus interest, for having purchased unlicensed travel insurance products. Defendant, its officers, directors, subsidiaries, or any person or other entity related to, affiliated with or employed by Defendant are excluded from the class definition.

Subclass “A”

Plaintiffs Who Made Claims Under the Travel Insurance Policies But Were Not Paid by the Travel Insurance Provider Subclass:

All purchasers of travel insurance policies in the United States that bought travel insurance policies through Defendants that were issued by Traveler Protection Services, Inc., also known as Prime Travel Protection, and other unlicensed travel insurance providers, that made valid claims under the travel insurance policy, but were not paid.

NUMEROSITY

43. Upon information and belief, the Defendants’ sold thousands of bogus travel insurance policies from unlicensed travel insurance providers; therefore, the Class and Subclass are sufficiently numerous so that the joinder of all members of the Class and/or Subclass in a single action is impracticable.

44. Upon information and belief, there are thousands of putative Class and Subclass members involved in this case.

COMMONALITY

45. There are numerous common questions of law and fact that predominate over any questions affecting only individual members of the Class and Subclass. Among these common questions of law and fact are the following:

- a. whether Defendants provided bogus travel insurance policies to Plaintiffs and the Class Members;
- b. whether Defendants' conduct constitutes negligence
- c. whether Defendants were negligent in not knowing that the travel insurance policies they were providing were bogus;
- d. whether Defendants violated Florida's Deceptive and Unfair Trade Practices Act in the advertising, soliciting, providing, offering, or distributing of the bogus travel insurance policies;
- e. whether Plaintiffs are entitled to recover compensatory, exemplary, incidental, consequential, pre and post judgment interest, and/or other damages as a result of Defendants' unlawful and tortious conduct;
- f. whether Defendants failed to warn Plaintiffs that they sold bogus travel insurance policies; and
- g. whether Plaintiffs are entitled to attorney's fees and costs, and if so, in what amount.

TYPICALITY

46. The legal claims of the named Plaintiffs are typical of the legal claims of other members of the Class and Subclass. Plaintiffs have the same legal interests as other members of the Class and Subclass.
47. The named Plaintiffs and each member of the Class and Subclass have been sold bogus travel insurance policies by unlicensed providers of travel insurance. Due to the bogus travel insurance policies sold to Plaintiffs and Class Members they purchased bogus travel insurance that had no value. Plaintiffs and Class members each have suffered damages in the form of economic damages, as set forth herein.
48. Moreover, Plaintiffs and other Class Members that submitted claims and were not compensated by the travel insurance provider have suffered damages in the form of economic damages, as set forth herein.
49. Named Plaintiffs, Class Members, and Subclass Members have sustained the same type of economic damages due to the bogus travel insurance policies. Thus, the legal remedies available to named Plaintiffs and the Class and Subclass Members are the same due to the wrongful conduct of Defendants. The Plaintiffs' claims satisfy the typicality requirement.

ADEQUACY OF REPRESENTATION

50. Named Plaintiffs are adequate representatives of the Class and Subclass and together with legal counsel will fairly and adequately protect the interests of the Class and Subclass.
51. Plaintiffs have no conflicts with the Class and Subclass and are committed to the vigorous prosecution of this action and have retained competent counsel experienced in litigation of this nature to represent them.

52. Named Plaintiffs anticipate no difficulty in the management of this litigation as a class action. Moreover, the class representatives' interests are aligned with the Class and Subclass Members and it is unlikely there will be a divergence of viewpoint.

53. The undersigned counsel are competent counsel experienced in class action litigation, mass torts, and litigation involving defective and harmful products. Counsel will fairly and adequately protect the interests of the Class and Subclass.

RULE 23(b)(1) REQUIREMENTS

54. The various claims asserted in this action are certifiable under the provisions of Federal Rules of Civil Procedure 23(b)(1) because prosecuting separate actions by or against individual Class and Subclass Members would create a risk of inconsistent or varying adjudications with respect to individual Class and Subclass Members that would establish incompatible standards of conduct for the party opposing the Class and Subclass; or adjudications with respect to individual Class and Subclass Members that, as a practical matter, would be dispositive of the interests of the other Class and Subclass Members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

RULE 23(b)(3) REQUIREMENTS

55. The common questions set forth above predominate over Class and Subclass Members' individual issues.

56. A class action is superior to other methods of dispute resolution in this case. The Class and Subclass members have an interest in class adjudication rather than individual adjudication because of the overlapping rights. It is highly desirable to concentrate the resolution of these claims in this single forum because it would be difficult and highly unlikely that the affected

Class and Subclass members would protect their rights on their own without this class action case. Management of the Class and Subclass will be efficient and far superior to the management of individual lawsuits.

COUNT I
NEGLIGENCE
(Against All Defendants)

57. Plaintiffs and Class Members adopt and restate paragraphs 1-56 as if fully set forth herein.

58. Defendants owed a duty to Plaintiffs and Class Members to exercise reasonable care in the a) advertising, b) soliciting, c) providing, d) offering, or e) distributing of travel insurance products, including a duty to adequately warn of its failure to do the same. Defendants' duty includes, but was not limited to the following:

- a. to be licensed providers of travel insurance policies under Florida Statutes section 626.321(1)(c) or to have the necessary appointments pursuant to Florida Statutes section 626.112(1)(a) for selling travel insurance products;
- b. using reasonable care to determine if the entities that were issuing the travel insurance policies through Defendants were properly licensed to sell travel insurance;
- c. using reasonable care to determine if the travel insurance products they were offering were from licensed, bonded, and or insured travel insurance providers;
- d. using reasonable care to determine that if Plaintiffs and Class Members made claims for benefits under the travel insurance policies that the entity issuing the travel insurance policy had sufficient funds to pay the claims;

- e. adequately warning and instructing the Plaintiffs and Class Members that the travel insurance they purchased was bogus and/or that the entity issuing the travel insurance had insufficient funds to pay the claims; and
- f. otherwise exercising reasonable care in the advertising, soliciting, providing, offering, or distributing of travel insurance products that the policies were legitimate and that the entity issuing the policies had sufficient funds to pay the claims.

59. Defendants were negligent and breached their duty to exercise reasonable care in the: a) advertising, b) soliciting, c) providing, d) offering, or e) distributing of travel insurance products, including a duty to adequately warn of its failure to do the same. Defendants' negligence included, but was not limited to the following:

- a. not being a licensed provider of travel insurance policies under Florida Statutes section 626.321(1)(c) or to have the necessary appointments pursuant to Florida Statutes section 626.112(1)(a) for selling travel insurance products;
- b. failing to use reasonable care to determine if the entities that were issuing the travel insurance policies through Defendants were properly licensed to sell travel insurance;
- c. failing to use reasonable care to determine if the travel insurance products they were offering were from licensed, bonded, and or insured travel insurance providers;
- d. failing to use reasonable care to determine that if Plaintiffs and Class Members made claims for benefits under the travel insurance policies that

the entity issuing the travel insurance policy had sufficient funds to pay the claims;

- e. failing to adequately warn and instruct the Plaintiffs and Class Members that the travel insurance they purchased was bogus and/or that the entity issuing the travel insurance had insufficient funds to pay the claims; and
- f. otherwise exercising reasonable care in the advertising, soliciting, providing, offering, or distributing of travel insurance products that the policies were legitimate and that the entity issuing the policies had sufficient funds to pay the claims.

60. Defendants knew or should have known that their wrongful acts and omissions would result in economic, incidental, and consequential damages in the manner set forth herein.

61. As a direct and proximate cause of Defendants' acts and omissions, Plaintiffs and Class Members have incurred economic damages and are entitled to recover monetary damages for the amount of money they paid for the bogus travel insurance, including pre and post judgment interest and any incidental, consequential damages, or related expenses as a result of their purchase of the bogus travel insurance any claims made under the bogus policies.

WHEREFORE Plaintiffs, on behalf of all others similarly situated and the Class, demand:

- a. an order certifying the case as a class action;
- b. an order appointing Plaintiffs as the Class Representative of the Class;
- c. an order appointing undersigned counsel and their firms as counsel for the Class;
- d. compensatory, incidental and consequential damages;
- e. pre and post judgment interest;

- f. an award of attorneys' fees to class counsel based upon a common fund theory as allowed by Federal law, for the benefits conferred upon the Class and/or as allowed by contract or statute;
- g. an award of taxable costs; and,
- h. any and all such further relief as this Court deems just and proper.

COUNT II
**VIOLATION OF THE FLORIDA DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT**
(Against All Defendants)

62. Plaintiffs and the Class Members adopt and restate paragraphs 1-56 as if fully set forth herein.

63. This is an action for relief under section 501.201, *et.seq.*, Florida Statutes (The Florida Deceptive and Unfair Trade Practices Act).

64. Section 501.203(7), Florida Statutes defines "Consumer" as "an individual; child, by and through its parent or legal guardian; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; or any other group or combination."

Plaintiffs and Class Members are "Consumers" within the meaning of §501.203(7), Florida Statutes.

65. Section 501.203(8), Florida Statutes defines "Trade or Commerce" as:

[T]he advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. "Trade or Commerce" shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.

The advertising, soliciting, providing, offering, or distributing of insurance products by Defendants is "Trade or Commerce" within the meaning of section 501.203(8), Florida Statutes.

66. Section 501.204(1) provides that: "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." The Defendants' acts and omissions as well as their failure to use reasonable care in this matter as alleged in this Complaint equals unconscionable acts or practices, as well as deceptive and unfair acts or practices in the conduct of the Defendants' trade or commerce pursuant to section 501.204, Florida Statutes.

67. The unconscionable, illegal, unfair and deceptive acts and practices of the Defendants violates the provisions of Florida's Deceptive and Unfair Trade Practices Act. Plaintiffs and Class Members have suffered actual damage for which they are entitled to relief pursuant to section 501.211(2), Florida Statutes.

68. Plaintiffs and Class Members are entitled to recover their reasonable attorneys' fees pursuant to section 501.2105, Florida Statutes upon prevailing in this matter.

69. As a direct and proximate cause of the Defendants' acts and omissions, Plaintiffs and Class Members have incurred economic damages and are entitled to recover monetary damages for the bogus insurance policy they were sold and any claims made under the bogus policies.

WHEREFORE Plaintiffs, on behalf of all others similarly situated and the Class, demand:

- a. an order certifying the case as a class action;
- b. an order appointing Plaintiffs as the Class Representatives of the Class;
- c. an order appointing undersigned counsel and their firms as counsel for the Class;
- d. actual damages;
- e. pre and post judgment interest;

- f. an award of attorneys' fees to class counsel based upon a common fund theory as allowed by Federal law, and Florida Statutes section 501.2105 for the benefits conferred upon the Class;
- g. an award of taxable costs; and,
- h. any and all such further relief as this Court deems just and proper.

COUNT II
UNJUST ENRICHMENT
(Against All Defendants)

70. Plaintiffs and the Class Members adopt and restate paragraphs 1-56 as if fully set forth herein.
71. Defendants received monies as a result of Plaintiffs and Class Members' purchases of bogus travel insurance policies, either directly or through an agent, and Defendants wrongfully accepted and retained these benefits to the detriment of Plaintiffs and Class Members.
72. Defendants' acceptance and retention of these benefits under the circumstances make it inequitable and unjust for Defendants to retain the benefit without payment of the value to the Plaintiffs and the Class.
73. Defendants, by the conduct complained of herein, have been unjustly enriched in a manner which warrants restitution.
74. Defendants knew or should have known that their wrongful acts and omissions would result in economic, incidental, and consequential damages in the manner set forth herein.
75. As a direct and proximate cause of Defendants' acts and omissions, Plaintiffs and Class Members have incurred economic damages and are entitled to recover monetary damages for the amount of money they paid for the bogus travel insurance, including pre and post judgment interest and any incidental, consequential damages, or related expenses as a result

of their purchase of the bogus travel insurance any claims made under the bogus policies.

WHEREFORE Plaintiffs, on behalf of all others similarly situated and the Class, demand:

- a. an order certifying the case as a class action;
- b. an order appointing Plaintiffs as the Class Representatives of the Class;
- c. an order appointing undersigned counsel and their firms as counsel for the Class;
- d. actual damages;
- e. pre and post judgment interest;
- f. an award of attorneys' fees to class counsel based upon a common fund theory as allowed by Federal law, and Florida Statutes section 501.2105 for the benefits conferred upon the Class;
- g. an award of taxable costs; and,
- h. any and all such further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs individually and on behalf of the Class Members, hereby demand a trial by jury as to all issues so triable as a matter of right.

Dated: November 29, 2010.

Respectfully submitted,

/s/Ervin A. Gonzalez

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