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**FILED**

MAR 14 2017  
BUREAU OF REAL ESTATE  
By *[Signature]*

8 STATE OF CALIFORNIA

9 BUREAU OF REAL ESTATE

10 To:	)	
	)	NO. H-40580 LA
11 LEISURE GETAWAYS, INC., a Texas	)	
12 corporation; LEGACY ADVENTURES, INC.,	)	
13 a Texas corporation; TONJA SPARKS;	)	
JAMES MEADOWS; RICK MEADOWS	)	<u>ORDER TO DESIST</u>
JUDD HATCH; BRANDON ROBBINS;	)	<u>AND REFRAIN</u>
14 MEG WHITENER; HOWARD NELMS;	)	
15 ROBBY FLEMMMA; LINDA QUINN;	)	(B&P Code Section 10086)
16 KRISTEN ATKINSON.	)	
	)	

17

18 The Commissioner ("Commissioner") of the California Bureau of Real Estate

19 ("Bureau") caused an investigation to be made of the activities of LEISURE GETAWAYS, INC.

20 ("LGI"), LEGACY ADVENTURES, INC. ("LEGACY"), TONJA SPARKS ("SPARKS"),

21 JAMES MEADOWS ("J. MEADOWS"), RICK MEADOWS ("R. MEADOWS"), JUDD

22 HATCH ("HATCH"), BRANDON ROBBINS ("ROBBINS"), MEG WHITENER

23 ("WHITENER"), HOWARD NELMS ("NELMS"), ROBBY FLEMMMA ("FLEMMMA"), LINDA

24 QUINN ("QUINN"), and KRISTEN ATKINSON ("ATKINSON"). Based on that investigation,

25 the Commissioner has determined that LGI, LEGACY, SPARKS, J. MEADOWS, R.

26 MEADOWS, HATCH, ROBBINS, WHITENER, NELMS, FLEMMMA, QUINN, and

27 ATKINSON have engaged in, are engaging in, or are attempting to engage in, acts or practices



1 3. SPARKS, J. MEADOWS, R. MEADOWS, HATCH, ROBBINS, WHITENER,  
2 NELMS, FLEMMMA, QUINN, and ATKINSON are not now, nor have they ever been, licensed  
3 by the Bureau in any capacity.

4 4. LGI is registered as a Seller of Travel with the California Department of  
5 Justice, Office of the Attorney General. LGI's Seller of Travel registration number is 2118904-  
6 40. Its certificate of registration expired on April 30, 2015.

7 5. LGI is not incorporated with the Secretary of State of California. LGI is  
8 incorporated with the Secretary of State of Texas. In LGI's Certificate of Formation with the  
9 Texas Secretary of State, Cavit Handley ("Handley") and Michael Morrell ("Morrell") are named  
10 as directors of LGI. Handley and Morrell are not now, nor have they ever been, licensed by the  
11 Bureau in any capacity.

12 6. LEGACY is not incorporated with the Secretary of State of California.  
13 LEGACY is incorporated with the Secretary of State of Texas. In LEGACY'S Certificate of  
14 Formation with the Texas Secretary of State, Handley and Morrell are named as directors of  
15 LEGACY. Handley and Morrell are not now, nor have they ever been, licensed by the Bureau in  
16 any capacity.

17 7. LGI, LEGACY, SPARKS, J. MEADOWS, R. MEADOWS, HATCH,  
18 ROBBINS, WHITENER, NELMS, FLEMMMA, QUINN, and ATKINSON solicit prospective  
19 sellers or purchasers of or negotiate the purchase, sale or exchange of real property or a business  
20 opportunity.

21 R.R.<sup>1</sup> Transaction

22 8. On or about November 4, 2014, R.R., an 80-year-old resident of California and  
23 Resort Condominiums International, LLC ("RCI") member, met with LGI and R. MEADOWS at  
24 a restaurant in California. R.R. was solicited by LGI and R. MEADOWS with an offer to  
25

26 <sup>1</sup> Initials are used in place of individuals' full names to protect their privacy. Documents containing individuals' full  
27 names will be provided during the discovery phase of this case to Respondents and/or their attorney, after service of  
a timely and proper request for discovery on Complainant's counsel.

1 purchase a timeshare interest in The Retreat at Foxborough by LGI ("TRAF") located at 235  
2 Expressway Lane, Branson, Missouri 65616, for \$50,000.00. TRAF is not owned by LGI.

3 (a) On that same day, R.R. signed a "Purchase Proposal" to purchase a  
4 time share interest in TRAF for \$50,000.00. This "Purchase Proposal" was also signed by R.  
5 MEADOWS.

6 (b) LGI entered into a contract with R. R., in which LGI would sell R.R. a  
7 timeshare interest in TRAF. R.R. believed she was only upgrading her RCI timeshare points to  
8 100,000 points for flexible use at different locations and to apply towards airfare and taxi  
9 services. R. R. purchased a timeshare interest in TRAF and points to be used only at TRAF. R.R.  
10 discovered the 100,000 points were for use at TRAF when she received her first maintenance bill  
11 in the amount of \$1,183.00 for the timeshare.

12 (c) R.R. initialed and signed an "Advantage Plus Club Addendum" to  
13 receive platinum level benefits with RCI and Leisure Getaways, including timeshare points.

14 (d) R.R. gave LGI her credit card information to charge \$30,000.00 to  
15 purchase the 100,000 points. LGI and J. MEADOWS solicited R.R. to open up a RCI Elite  
16 Rewards World MasterCard Credit Card, issued by Barclays Bank, to pay for part of the  
17 \$50,000.00 timeshare purchase in TRAF. R.R. applied and was approved for a RCI Elite  
18 Rewards World MasterCard Credit Card, and charged the remaining purchase balance of  
19 \$20,000.00 to her new credit card.

20 E.B. Transaction

21 9. On or about October 22, 2014, E.B., an 88-year-old resident of California, met  
22 with LGI, SPARKS, and R. MEADOWS at a restaurant in California. E.B. was solicited by LGI,  
23 SPARKS, and R. MEADOWS with an offer to trade in E.B.'s current timeshare interest to  
24 purchase a timeshare interest in TRAF for \$20,955.00, with an "upgrade incentive" of  
25 \$15,000.00. The advanced processing fee to transfer title is \$450.00 per deed.

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27 ///

1 (a) On that same day, E.B. signed a "Purchase Proposal" to purchase a  
2 time share interest in TRAF for \$5,995, including the upgrade incentive. This "Purchase  
3 Proposal" was also signed by SPARKS and R. MEADOWS.

4 (b) LGI entered into a contract with E.B., in which LGI would transfer title  
5 to E.B.'s current timeshare property and sell E.B. a timeshare interest in TRAF with RCI  
6 timeshare points of 15,000 to be used at TRAF.

7 (c) E.B. initialed and signed an "Advantage Plus Club Addendum" to  
8 receive platinum level benefits with RCI and Leisure Getaways, including timeshare points.

9 (d) E.B. gave LGI his credit card information to charge \$5,995.00 to  
10 purchase the timeshare.

11 M.A. Transaction

12 10. On or about October 8, 2014, M.A., a 50-year-old resident of California, met  
13 with LGI, HATCH, and ROBBINS at a restaurant in California. M.A. was solicited by LGI,  
14 HATCH, and ROBBINS with an offer to trade in M.A.'s current timeshare interest for timeshare  
15 points with RCI for \$13,995.00, with an "upgrade incentive" of \$10,000.00. The advanced  
16 processing fee to transfer title is \$450.00 per deed.

17 (a) On that same day, M.A. signed a "Purchase Proposal" to purchase a  
18 time share interest in TRAF for \$3,995.00, including the upgrade incentive. This "Purchase  
19 Proposal" was also signed by HATCH and ROBBINS.

20 (b) LGI entered into a contract with M.A. in which LGI would transfer title  
21 to her current timeshare property. M.A. also entered into a contract entitled "RCI Points Entry  
22 Program Participation Agreement" to purchase a membership with RCI.

23 (c) LGI and FLEMMA required M.A. to grant LGI agents Limited Power  
24 of Attorney to transfer the title of M.A.'s current timeshare. On or about November 14, 2014,  
25 M.A. granted LGI agents "Rhonda Reynolds" and "Troy Bowermaster" Limited Power of  
26 Attorney and paid LGI \$450.00 to process the transfer.

27

1 (d) On or about October 9, 2014, M.A. paid a cashier's check in the  
2 amount of \$3,995.00 to LGI to complete the transfer of title of M.A.'s current timeshare interest.  
3 On or about November 23, 2015, the title to M.A.'s timeshare interest was transferred. As of  
4 October 24, 2016, M.A. has not received any timeshare points for use at other timeshare  
5 locations.

6 P.F. and D.F. Transaction

7 11. On or about October 16, 2014, P.F. and D.F., 69-year-old and 67-year-old  
8 residents of California, met with LGI at a restaurant in California. P.F. and D.F. were solicited by  
9 LGI with an offer to trade in their current timeshare to purchase a timeshare interest in Cliffs at  
10 Peace Canyon ("CPC") located at 4550 S. Grand Canyon Drive, Las Vegas, Nevada 89147 for  
11 \$30,000.00. CPC is not owned by LGI. The advanced processing fee to transfer title is \$450.00  
12 per deed.

13 (a) On that same day, P.F. and D.F. entered a contract in which LGI would  
14 transfer title to their current timeshare property and sell P.F. and D.F. a timeshare interest in CPC  
15 for \$7,000.00.

16 (b) P.F. and D.F. initialed and signed an "Advantage Plus Club  
17 Addendum" to receive platinum level benefits with RCI and Leisure Getaways, including  
18 timeshare points.

19 (c) P.F. gave LGI his credit card information to process the down payment  
20 of \$7,000.00 to purchase the timeshare. After consulting with a friend, P.F. canceled the contract  
21 to purchase the timeshare interest in CPC.

22 B.B. and S.B. Transaction

23 12. On or about October 30, 2014, B.B. and S.B., 66-year-old and 73-year-old  
24 residents of California, met with LGI, QUINN, and SPARKS at a restaurant in California. B.B.  
25 and S.B. were solicited by LGI, QUINN, and SPARKS with an offer to trade in their current  
26 timeshare to purchase a timeshare interest in Vacation Village at Parkway ("VVP") located at  
27 2949 Arabian Nights Boulevard, Kissimee, Florida 34747 for \$19,000.00, with an "upgrade

1 incentive" of \$8,500.00. VVP is not owned by LGI. The advanced processing fee to transfer title  
2 is \$450.00 per deed.

3 (a) On that same day, B.B. and S.B. signed a "Purchase Proposal" to  
4 purchase a time share interest in VVP for \$10,500.00, including the upgrade incentive. This  
5 "Purchase Proposal" was also signed by SPARKS and QUINN.

6 (b) LGI entered into a contract with B.B. and S.B., in which LGI would  
7 transfer title to their current timeshare property and sell B.B. and S.B. a timeshare interest in  
8 VVP with RCI timeshare points for \$10,500.00.

9 (c) B.B. and S.B. initialed and signed an "Advantage Plus Club  
10 Addendum" to receive platinum level benefits with RCI and Leisure Getaways, including  
11 timeshare points.

12 (d) S.B. initially gave LGI her credit card information to charge  
13 \$10,500.00 to purchase the timeshare. LGI, however, would not accept S.B.'s ATM card. On or  
14 about November 14, 2014, S.B. provided LGI with a cashier's check in the amount of  
15 \$10,500.00.

16 (e) LGI and SPARKS solicited B.B. and S.B. to open up a RCI Elite  
17 Rewards World MasterCard Credit Card, issued by Barclays Bank, to pay for part of the  
18 timeshare purchase in VVP. B.B. and S.B. applied for and were approved for a RCI Elite  
19 Rewards World MasterCard Credit Card, however the credit limit would not cover the entire  
20 purchase price.

#### 21 M.K. Transaction

22 13. On or about May 14, 2015, M.K., a 91-year-old resident of California, met  
23 with LGI, SPARKS, and WHITENER at a restaurant in California. M.K. was solicited by LGI,  
24 SPARKS, and WHITENER with an offer to trade in M.K.'s current timeshare interest for limited  
25 membership in "Leisure Time" for a fee of \$3,900.00. This limited membership provides "access  
26 to nightly rentals at participating resorts or condominiums."  
27

1 (a) On that same day, M.K. signed a "Purchase Proposal" to trade in  
2 M.K.'s current timeshare interest for limited membership in "Leisure Time" for a fee of  
3 \$3,900.00. This "Purchase Proposal" was also signed by SPARKS, WHITENER, and NELMS.

4 (b) LGI entered into a contract entitled "Leisure Time (L.T.) Membership  
5 Agreement" with M.K. to transfer title to M.K.'s current timeshare property and sell Leisure  
6 Time membership plan benefits to M.K. for a fee of \$3,900.00. M.K. believed she was signing a  
7 proposal, not an actual contract. LGI told M.K. that the paperwork was background paperwork to  
8 protect LGI's proposed offer.

9 (c) M.K. initialed and signed an "Advantage Plus Club Addendum" to  
10 receive platinum level benefits with RCI and Leisure Getaways, including timeshare points.

11 (d) LEGACY and ATKINSON required M.K. to grant Legacy Adventures,  
12 Inc. agents Limited Power of Attorney to transfer the title of M.K.'s current timeshare. M.A. did  
13 not sign the paperwork to grant Legacy Adventures, Inc. agent "Rhonda Reynolds" Limited  
14 Power of Attorney.

#### 15 CONCLUSIONS OF LAW

16 Based on the findings of fact contained in paragraphs 1 through 13 above, LGI,  
17 acting by itself, or by and/or through one or more agents, associates, affiliates, and/or co-  
18 conspirators, including, but not limited to, LEGACY, SPARKS, J. MEADOWS,  
19 R. MEADOWS, HATCH, ROBBINS, WHITENER, NELMS, FLEMMMA, QUINN, and  
20 ATKINSON, solicited prospective sellers or purchasers of or negotiated the purchase, sale or  
21 exchange of real property or a business opportunity, which acts require a real estate broker  
22 license under Section 10131(a) of the Code, during a period of time neither LGI, LEGACY,  
23 SPARKS, J. MEADOWS, R. MEADOWS, HATCH, ROBBINS, WHITENER, NELMS,  
24 FLEMMMA, QUINN, and ATKINSON were licensed by the Bureau as a real estate broker, in  
25 violation of Section 10130 of the Code.

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