

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

STATE OF MISSOURI, ex rel.)	
Attorney General Andrew Bailey,)	
)	
Plaintiff,)	Case No.
)	
v.)	Division:
)	
RSI, LLC)	
)	
Serve registered agent:)	
Burton Cummings)	
402 Christopher Drive)	
Branson, MO 65616)	
)	
and)	
)	
BURTON CUMMINGS,)	
)	
Serve at:)	
402 Christopher Drive)	
Branson, MO 65616)	
)	
and)	
)	
RENEE MALLORY NICHOLS SULLIVAN)	
)	
Serve at:)	
588 N. Farm Road 227)	
Strafford, Missouri 65757)	
)	
Defendants.)	

**PETITION FOR INJUNCTION, RESTITUTION, CIVIL PENALTIES,
AND OTHER RELIEF**

Plaintiff the State of Missouri, ex rel. Andrew Bailey Attorney General
("Plaintiff") brings this Petition for Injunction, Restitution, Civil Penalties,

and Other Relief against RSI, LLC (“Defendant RSI”) and Burton Cummings (“Defendant Cummings”) (collectively “Defendants”). Upon information and belief, Plaintiff states as follows:

PARTIES

1. Andrew Bailey is the Attorney General of the State of Missouri and brings this action in his official capacity pursuant to Chapter 407, RSMo.

2. Defendant RSI was first organized on July 19, 2008, as Searchlight Advisors, LLC, and the name of said entity was changed to “RSI, LLC” on June 5, 2012.

3. Defendant Cummings has operated several iterations of the same business under various names, including Relief Solutions International, LLC, Relief 360 LLC, Nationwide Relief, LLC, and Resort Termination Group, LLC.

4. RSI is still listed as active within the Missouri Secretary of State’s records although RSI is believed to have ceased operation in or about July of 2022.

5. RSI’s principal place of business was located at 909 E. Republic Road, Suite E100, Springfield, Missouri 65616.

6. Defendant Cummings resides at 402 Christopher Drive, Branson, Missouri 65616. Defendant Cummings advertised, solicited, and sold services

for timeshare membership relief to consumers in and from Missouri, controlled Defendant RSI, and is the last registered agent of Defendant RSI.

7. During certain times relevant to the facts alleged in this petition, Defendant Cummings maintained control of Defendant RSI and engaged, or directed his agents to engage, in the unlawful practices alleged in this Petition.

8. Defendant Renee Mallory Nichols Sullivan resides at 588 N. Farm Road 227, Strafford, Missouri 65757. During certain times relevant to the facts alleged in this petition, Defendant Cummings maintained control of Defendant RSI and engaged, or directed his agents to engage, in the unlawful practices alleged in this Petition.

9. Any acts, practices, methods, uses, solicitations or conduct of the Defendants alleged in this Petition include the acts, practices, methods, uses, solicitations or conduct of the Defendants' employees, agents, or other representatives acting under Defendants' direction, control, or authority.

JURISDICTION

10. This Court has subject matter jurisdiction pursuant to Article V, § 14 of the Missouri Constitution.

11. This Court has personal jurisdiction over Defendants because: (1) Defendants conducted business in and from the State of Missouri, (2) Defendant Cummings resides in the State of Missouri, and (3) Defendant

RSI's principal place of business is in Missouri.

12. This court has authority over this action pursuant to § 407.100, which allows the Attorney General to seek injunctive relief, restitution, penalties, and other relief in circuit court against persons who violate § 407.020, RSMo.

VENUE

13. Venue is proper in this Court pursuant to § 407.100.7, RSMo, which provides that “any action under this section may be brought in the county in which the defendant resides, in which the violation alleged to have been committed occurred, or in which the defendant has his principal place of business.”

14. Defendants have engaged in the acts, practices, methods, uses, solicitation and conduct described below that violate § 407.020, RSMo, in and from Missouri. Defendant Martin, at this time, resides in Platte County, Missouri, and thus venue is proper in this Court.

MERCHANDISING PRACTICES ACT

15. Section 407.020, RSMo provides in pertinent part:

The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce or the solicitation of any funds for any charitable purpose, as defined in section 407.453, in or from the state of Missouri, is declared to be an unlawful

practice... Any act, use or employment declared unlawful by this subsection violates this subsection whether committed before, during or after the sale, advertisement, or solicitation.

16. Section 407.100.1, RSMo states:

Whenever it appears to the attorney general that a person has engaged in, is engaging in, or is about to engage in any method, act, use, practice or solicitation, or any combination thereof, declared to be unlawful by this chapter, the attorney general may seek and obtain, in an action in a circuit court, an injunction prohibiting such person from continuing such methods, acts, uses, practices, or solicitations, or any combination thereof, or engaging therein, or doing anything in furtherance thereof.

17. “Person” is defined as “any natural person or his legal representative, partnership, firm, for-profit or not-for-profit corporation, whether domestic or foreign, company, foundation, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestui que trust thereof.”

§ 407.010(5), RSMo.

18. “Merchandise” is defined as “any objects, wares, goods, commodities, intangibles, real estate, or services.” § 407.010(4), RSMo.

19. “Trade” or “commerce” is defined as “the advertising, offering for sale, sale, or distribution, or any combination thereof, of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated. The terms “trade” and “commerce” include any trade or commerce directly or indirectly affecting

the people of this state.” § 407.010(7), RSMo.

20. Defendants have advertised, marketed, and sold merchandise in trade or commerce within the meaning of § 407.010, RSMo.

21. Pursuant to § 407.145, RSMo, the Attorney General has promulgated rules explaining and defining terms in §§ 407.010-407.145 of the Merchandising Practices Act. The rules relevant to the Merchandising Practices Act allegations herein include the provisions of 15 CSR 60-8.010 to 15 CSR 60-9.110.

22. From those regulations, and pertinent to this petition, a misrepresentation is defined as “an assertion that is not in accord with the facts.” 15 CSR 60-9.060. A false promise is defined as “any statement or representation which is false or misleading as to the maker’s intention or ability to perform a promise, or likelihood the promise will be performed.” 15 CSR 60-9.060. It is considered an unfair practice “for any person in connection with the sale of merchandise to unilaterally breach unambiguous provisions of consumer contracts.” 15 CSR 60-8.070.

ALLEGATIONS OF FACT

23. Plaintiff incorporates all allegations as stated above.

24. Beginning in at least July 2008, Defendant Cummings operated Defendant RSI, or its predecessor Searchlight Advisors, LLC, as a timeshare-exit company that marketed, advertised, offered to sell and sold services to

terminate, transfer, or otherwise release consumer obligations related to, timeshares.

25. As a timeshare-exit company, Defendants offered to act as consumers' representative in negotiations with timeshare companies for the release of consumers' respective timeshare memberships. Defendants offered these services for a fee.

26. In doing so, Defendants directly solicited, by mail or telephone, consumers to attend sales meetings around the country.

27. At these meetings, Defendants would use high-pressure sales tactics to convince consumers to make substantial payments for Defendants' services.

28. Among other things, Defendants promised that Defendants would terminate consumers' timeshares by a specified time or provide a full refund of consumer deposits. However, Defendants regularly failed to perform by promised deadlines, failed to terminate consumers' timeshare obligations, and failed to reimburse consumer deposits as promised.

29. Additionally, Defendants told consumers to discontinue, or redirect, forthcoming maintenance fees on consumer timeshares, because Defendants would either cover the cost or cancel the timeshare before those fees became due. This was not true as consumers had contractual obligations to make the payments. Several consumers are in arrears with their

timeshare holders over unpaid maintenance fees as a direct consequence of these misrepresentations.

30. Also, after forming the contracts, Defendants often directed consumers to pay a variety of additional expenses such as court costs or termination and transfer fees. In these instances, Defendants promised consumers that payment of these expenses was necessary to relieve the consumers of their timeshare obligations. However, even if the consumer paid the outstanding amounts, Defendants still failed to terminate the consumer timeshare obligations.

31. The following, by way of example only and not to be construed as an exhaustive list, are accounts of consumers who retained Defendants for Defendants' offered timeshare relief services. These accounts are illustrative of Defendants' common scheme:

- a. [REDACTED] were invited to and attended one of Defendants' sales meetings on November 19, 2016, in Maryland Heights, Missouri. At this meeting, Defendants promised to cancel the [REDACTED] Florida timeshare within 18 months, or the [REDACTED] would receive a full refund of the \$4,895 they paid. Defendants failed to negotiate the release of the [REDACTED] timeshare, and to date have failed to provide a refund of deposits made.

- b. [REDACTED] were invited to and attended one of Defendants' sales meetings on April 30, 2017, in Dallas, Texas. At this meeting, Defendants promised to cancel the [REDACTED] three timeshares in exchange for payment of \$7,500. The [REDACTED] paid to the Defendants an additional \$2,400 deposit on March 7, 2018. Defendants failed to negotiate the release of the [REDACTED] timeshares, and to date have failed to provide a refund of deposits made.
- c. [REDACTED] were invited to and attended one of Defendants' sales meetings on August 2, 2017, in Columbia, South Carolina. At this meeting, Defendants promised to cancel the [REDACTED] two timeshares within 18 months, or the [REDACTED] would receive a full refund of the \$5,000 they paid. The [REDACTED] paid an additional \$2,000 deposit sometime thereafter. Defendants failed to negotiate the release of the [REDACTED] timeshare, and to date have failed to provide a refund of deposits made.
- d. [REDACTED] were invited to and attended one of Defendants' sales meetings on December 29, 2018, in Columbia, South Carolina. At this meeting, Defendants promised to cancel the [REDACTED] timeshare within 18 months, or

the [REDACTED] would receive a full refund of the \$3,600 they paid. The [REDACTED] paid an additional \$1,200 sometime thereafter. Defendants failed to negotiate the release of the [REDACTED] timeshare, and to date have failed to provide a refund of deposits made.

e. [REDACTED] was invited to and attended one of Defendants' sales meetings on July 15, 2018, in Kansas City, Missouri. At this meeting, Defendants promised to cancel [REDACTED] Arkansas timeshare or [REDACTED] would receive a full refund of the \$2,400 he paid. [REDACTED] paid an additional \$1,200 to Defendants in August of 2018. Defendants failed to negotiate the release of [REDACTED] timeshare, and to date have failed to provide a refund of deposits made.

f. [REDACTED] was invited to and attended one of Defendants' sales meetings on July 16, 2018, in Springfield, Missouri. At this meeting, Defendants promised to cancel [REDACTED] timeshare within 18 months or [REDACTED] would receive a full refund of the \$3,500 he paid. [REDACTED] paid an additional \$1,200 to Defendants in August of 2018. Defendants failed to negotiate the release of [REDACTED] timeshare, and to date have failed to provide a refund of

deposits made.

- g. [REDACTED] were invited to and attended one of Defendants' sales meetings in December of 2017, in Oklahoma City, Oklahoma. At this meeting, Defendants promised to cancel the [REDACTED] four (4) timeshares within 18 months, or the [REDACTED] would receive a full refund of the \$14,000 they paid. The [REDACTED] paid an additional \$4,800 on March 5, 2018. Defendants failed to negotiate the release of the [REDACTED] timeshare, and to date have failed to provide a refund of deposits made.
- h. [REDACTED] were invited to and attended one of Defendants' sales meetings on November 25, 2017, in Charlotte, North Carolina. At this meeting, Defendants promised to cancel the [REDACTED] timeshares within 18 months, or the [REDACTED] would receive a full refund of the \$7,000 they paid. The [REDACTED] paid an additional \$1,200 on or about March 12, 2018. Defendants failed to negotiate the release of the [REDACTED] timeshares, and to date have failed to provide a refund of deposits made.
- i. [REDACTED] was invited to and attended one of Defendants' sales meetings on April 17, 2017, in Joplin, Missouri. At this

meeting, Defendants promised to cancel [REDACTED] timeshare within 18 months, or [REDACTED] would receive a full refund of the \$3,500 he paid. Defendants failed to negotiate the release of [REDACTED] timeshare, and to date have failed to provide a refund of deposits made.

32. Defendants, in their advertisement and sale of timeshare-exit services, have misrepresented the nature, scope, and effect of Defendants' services, improperly instructed consumers to cease or redirect timeshare maintenance fees to Defendants, falsely promised to obtain the release of timeshare memberships or provide refunds, and engaged in unfair practices by directly breaching unambiguous provisions of consumer contracts.

33. At this time, 114 consumers have complained to the Missouri Attorney General's Office about Defendants' unlawful acts. There may be additional consumers discovered throughout the course of this litigation.

34. Consumers have suffered over \$800,000 in ascertainable loss as a result of the Defendants' practices.

VIOLATIONS OF LAW

COUNT I – MISREPRESENTATION

35. Plaintiff incorporates all allegations stated above.

36. Defendants violated § 407.020 by misrepresenting to consumers that consumers were no longer contractually obligated to continue making

maintenance payments on their timeshare memberships.

COUNT II – FALSE PROMISES

37. Plaintiff incorporates all allegations stated above.

38. Defendants violated § 407.020, by falsely promising to consumers that, in exchange for payment, Defendants would:

- a. Negotiate consumers’ release from timeshare memberships; and
- b. Provide refunds in full upon the failure to obtain timeshare membership releases; and
- c. Terminate consumer timeshare obligations, upon payment of final service expenses.

COUNT III – UNFAIR PRACTICES

39. Plaintiff incorporates all allegations stated above.

40. Defendants violated § 407.020, by committing the unfair practice of unilaterally breaching unambiguous provisions of consumer contracts in that Defendants:

- a. Failed to negotiate release of timeshare memberships within specified timeframes or at all; and
- b. Failed to provide refunds to consumers who were not released from their timeshare interest obligations within 18 months of entering the contract.

RELIEF

WHEREFORE, Plaintiff prays this Court enter judgment:

1. Finding that Defendants violated the provisions of § 407.020.
2. Issuing an injunction pursuant to § 407.100.1 prohibiting and enjoining Defendants from marketing, advertising, offering to sell, selling, timeshares or timeshare-exit services.
3. Requiring Defendants to provide full restitution to all consumers who suffered any ascertainable loss per § 407.100.4.
4. Requiring Defendants to pay to the State an amount of money equal to 10% of the total restitution ordered against the Defendants per § 407.140.3.
5. Requiring Defendants to pay the State of Missouri a civil penalty of \$1,000 per violation of Chapter 407 that the Court finds to have occurred per § 407.100.6.
6. Requiring Defendants to pay all court, investigative, and prosecution costs of this case per § 407.130.
7. Granting any further relief that this Court deems proper.

Respectfully submitted,

ANDREW BAILEY
Attorney General

/s/ John W. Grantham
John W. Grantham, #60556
John.Grantham@ago.mo.gov

/s/ Luke A. Hawley
Luke A. Hawley, #73749
Luke.Hawley@ago.mo.gov

Assistant Attorneys General
P.O. Box 899
Jefferson City, MO 65102
Phone: (573) 751-6078
Fax: (573) 751-0774

ATTORNEYS FOR PLAINTIFF