

151

77
II

1 **COMP**
2 **BARRY LEVINSON, ESQ.**
3 Nevada Bar No.: 6721
4 **LAW OFFICES OF BARRY LEVINSON**
5 2810 So. Rainbow Blvd.
6 Las Vegas, Nevada 89146
7 (702) 836-9696
8 Attorney for Plaintiff

FILED
JAN 23 2009
ORIGINAL
Ed. B. Smith
CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

7 PHILLIP RAMOS, an individual,)
8)
9 Plaintiff,)
10 vs.)
11 CONSOLIDATED RESORTS, INC., a foreign)
12 corporation licensed to do business in the state of)
13 Nevada; CONSOLIDATED RESORTS)
14 MANAGEMENT, LLC, a foreign corporation)
15 licensed to do business in the state of Nevada;)
16 SOLEIL LV, LLC, a Nevada limited liability)
17 corporation; TAHITI VILLAGE VACATION)
18 CLUB, a Nevada corporation; and DOES II)
19 through V; and ROE CORPORATIONS I)
20 through V,)
21 Defendants.)

CASE NO: **A580829**
DEPT NO: **XII**
ARBITRATION EXEMPTION
EQUITABLE RELIEF SOUGHT

COMPLAINT

17
18 COMES NOW, Plaintiff, Phillip Ramos, by and through his attorney of record, Barry
19 Levinson, Esq. of the Law Offices of Barry Levinson, who hereby complains and alleges against
20 Defendants as follows:

PARTIES

- 21
22 1. At all times relevant herein Plaintiff, Phillip Ramos, is and was a resident of Clark
23 County, Nevada.
24 2. Upon information and belief at all times relevant herein Defendant, Consolidated
25 resorts Inc., is a foreign corporation licensed to do business in the state of Nevada.
26 3. Upon information and belief at all times relevant herein Defendant, Soleil LV,
27

RECEIVED
JAN 28 2009
CLERK OF THE COURT

1 LLC, is a Nevada Limited Liability Company.

2 4. Upon information and belief at all times relevant herein, Defendant, Interval
3 International, Inc., is a foreign corporation licensed to do business in the state of Nevada.

4 5. Upon information and belief at all times relevant herein, Defendant, Tahiti Village
5 Club, is a Nevada Corporation.

6 6. Defendants DOES I through V and ROE Corporations I through V are set forth
7 herein pursuant to Rule 10 of the Nevada Rules of Civil Procedure as persons or business entities
8 currently unknown to plaintiffs and who are believed to be involved in, participated in or are
9 otherwise legally liable to the plaintiffs as a result of the events and happenings referred to in this
10 complaint. When the name of the DOES or ROES have been ascertained plaintiffs will insert their
11 true names and capacities and will amend the complaint to reflect the true identities of the DOE and
12 ROE defendants.
13

14 **GENERAL ALLEGATIONS**

15 7. Plaintiff, Phillip Ramos entered into a contractual agreement to purchase an interest
16 in two (2) timeshare condominiums located in Las Vegas, Nevada .

17 8. Prior to the signing of the subject contractual agreement, Phillip Ramos received
18 expressed verbal representations from an individual by the name of Dan Belcher that Mr. Ramos
19 would be able to voluntarily transfer and use the time provided under the terms of the timeshare
20 agreement for use and enjoyment at other timeshare locations.

21 9. At the time that the subject representations were asserted, Dan Belcher was an
22 employee of Defendant, Consolidated Resorts, Inc. The representations made by Mr. Belcher were
23 intended to and did fact induce contractual reliance on the part of Phillip Ramos.
24

25 10. During the course of the contractual negotiations that took place between Phillip
26 Ramos and Consolidated Resort's employee Dan Belcher, Mr. Ramos expressed to Mr. Belcher that
27

1 Plaintiff did not possess any interest in using the timeshare in Las Vegas, but specifically inquired
2 into possibility of using the time that he would be provided under the terms of the subject agreement,
3 for use at timeshare locations located in the state of Hawaii.

4 11. In response to the inquiry presented by Phillip Ramos, Dan Belcher expressly assured
5 Phillip Ramos that Mr. Ramos would be able to freely transfer the time that he was provided under
6 the terms of the applicable agreement to timeshare locations located in the state of Hawaii.

7 12. Acting in reliance upon the representations made by Dan Belcher, Phillip Ramos
8 agreed to form a contractual relationship with Defendants.

9 13. Soon after the timeshare agreement was effectuated, Phillip Ramos attempted to
10 schedule a vacation to Hawaii using the time that he was provided pursuant to the terms of the
11 timeshare agreement. Upon the subject attempt, Mr. Ramos was notified that he would be unable to
12 secure his desired traveled requests due to a lack of availability at the timeshare locations located in
13 the state of Hawaii.
14

15 **FIRST CAUSE OF ACTION**
16 **(BREACH OF CONTRACT)**

17 14. For Plaintiff's First Cause of Action, Plaintiff realleges and incorporates herein, each
18 and every allegation contained in paragraphs 1 through 13 above as if the same had been set forth in
19 full herein.

20 15. As indicated above, Plaintiff, Phillip Ramos entered into a contractual agreement with
21 Defendants to purchase an interest in two (2) timeshare condominiums located in Las Vegas, Nevada.

22 16. Plaintiff, Phillip Ramos' decision to form a contractual relationship with
23 Defendants was based upon express verbal representations made by Dan Belcher.
24

25 17. At the time that the verbal representations by Dan Belcher were made, Mr. Belcher
26 was an employee of Defendant, Consolidated Resorts, Inc.
27

1 18. Plaintiff has performed all conditions, covenants, and promises required by him
2 pursuant to the aforementioned contract with Defendants and has continually endeavored throughout
3 to conform his conduct accordingly.

4 19. Defendants have breached the terms of the contractual agreement with Plaintiff by
5 failing to provide Plaintiff with the benefit of Plaintiff's contractual bargain.

6 20. As a direct and proximate result of Defendants' actions, Plaintiff has sustained
7 damages in an amount in excess of \$10,000.00.

8 21. Plaintiff has been required to retain the services of an attorney to prosecute this matter
9 and is entitled to be reimbursed for her attorney's fees and costs incurred herein.

10
11 **SECOND CAUSE OF ACTION**
12 **(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)**

13 22. For Plaintiff's Second Cause of Action, Plaintiff realleges and incorporates herein,
14 each and every allegation contained in paragraphs 1 through 21 above as if the same had been set
15 forth in full herein.

16 23. Plaintiffs entered into a contractual agreement with Defendants to purchase an
17 interest in two (2) timeshare condominiums located in Las Vegas, Nevada

18 24. Plaintiff performed all conditions, covenants, and promises required by him pursuant
19 to the aforementioned contract with Defendants and has continually endeavored throughout to
20 conform his conduct accordingly.

21 25. By proceeding pursuant to the aforementioned manner, Defendants have breached
22 their duty of good faith and fair dealing to Plaintiff under the terms of the subject contract.

23 26. As a direct result of the Defendants' breach, Plaintiff has sustained damages in
24 an amount in excess of \$10,000.00.
25
26
27
28

1 27. Plaintiff has been required to retain the services of an attorney to prosecute this matter
2 and is entitled to be reimbursed for his attorney's fees and costs incurred herein.

3
4 **THIRD CAUSE OF ACTION**
5 **(FRAUD)**

6 28. For Plaintiff's Third Cause of Action, Plaintiff realleges and incorporates herein, each
7 and every allegation contained in paragraphs 1 through 27 above as if the same had been set forth in
8 full herein.

9 29. During the course of Plaintiff's contractual negotiations with Dan Belcher, Mr.
10 Belcher fraudulently conveyed to Plaintiff, that Plaintiff would be able to freely transfer the time that
11 he was provided under the terms of the timeshare agreement to timeshare locations located in the state
12 of Hawaii.

13 30. At the time that the subject representations were made, Dan Belcher was an
14 employee of Defendant, Consolidated Resorts, Inc.

15 31. The representations made by Mr. Belcher were intended to and did fact induce
16 contractual reliance on the part of Plaintiff, Phillip Ramos.

17 32. As a direct result of the Defendants' fraud and misrepresentations as stated herein
18 above, Plaintiff, Phillip Ramos has been damaged and incurred general and special damages
19 including but not limited to attorneys fees, all to his detriment in an amount in excess of \$10,000.00.
20

21 33. Plaintiff has had to retain the services of an attorney to prosecute this matter and are
22 entitled to be reimbursed for their attorney's fees and costs incurred herein.
23

24 **FORTH CAUSE OF ACTION**
25 **(DECEPTIVE TRADE PRACTICES)**

26 34. For Plaintiff's Forth Cause of Action, Plaintiff realleges and incorporates herein, each
27
28

1 and every allegation contained in paragraphs 1 through 33 above as if the same had been set forth in
2 full herein.

3 35 Plaintiff is the victim of consumer fraud as that term is defined pursuant to NRS
4 41.600.

5 36. Defendants engaged in conduct constituting a "deceptive trade practice" in making
6 false statements of material fact regarding the contractual benefits that Plaintiff would receive.
7

8 37. As a direct result of the Defendants' misconduct as stated herein above, the Plaintiffs
9 have been damaged and incurred general and special damages including but not limited to attorneys
10 fees, all to their detriment in an amount in excess of \$10,000.00.

11 38. Plaintiff has had to retain the services of an attorney to prosecute this matter and is
12 entitled to be reimbursed for the attorney's fees and costs incurred herein.
13

14 **FIFTH CAUSE OF ACTION**
15 **(NRS 119A.475)**

16 39. Plaintiff realleges and incorporates herein, each and every allegation contained in
17 paragraphs 1 through 38 above as if the same had been set forth in full herein.

18 40. Defendants are believed to be regulated by Chapter 119A of the Nevada Revised
19 Statutes.

20 41. Defendants sold an interest in a timeshare in violation of Chapter 119A of the
21 Nevada Revised Statutes.

22 42. Plaintiff was not advised of his rescission rights did not discover the
23 misrepresentations or omissions until after the time when the subject contractual agreement
24 between the parties was effectuated.
25

26 43. As a direct result of the Defendants' unlawful conduct as stated herein above,
27
28

1 Plaintiff is legally entitled to a rescission and a refund of any and all consideration paid to date

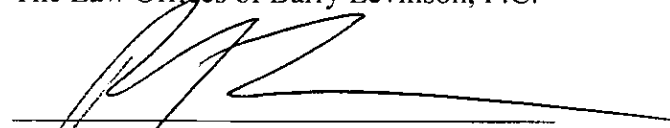
2 44. Plaintiff has had to retain the services of an attorney to prosecute this
3 matter and are entitled to be reimbursed for their attorney's fees and costs incurred herein.
4

5 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 6 1. For general and special damages in excess of \$10,000.00,
- 7 2. For punitive damages,
- 8 3. For attorneys fees and costs,
- 9 4. For an order rescinding the purchase contract
- 10 5. For an order requiring defendants to repay any and all consideration paid,,
- 11 6. For such other and further relief as the Court may deem just and proper.

12 DATED this ____ day of December, 2008.

13 The Law Offices of Barry Levinson, P.C.

14 

15
16 Barry Levinson, Esq
17 Nevada Bar No. 6721
18 2810 South Rainbow Boulevard
19 Las Vegas, Nevada 89146
20 Attorney for Plaintiff, Phillip Ramos
21
22
23
24
25
26
27
28