

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA  
- CIVIL DIVISION -**

**OFFICE OF THE ATTORNEY GENERAL,  
STATE OF FLORIDA,  
DEPARTMENT OF LEGAL AFFAIRS,**

**CASE NO.:  
DIVISION:**

**Plaintiff,**

**vs.**

**LEGENDARY JOURNEYS, INC.,  
a Florida Corporation,  
ADRIAN L. FERGUSON JR.,  
a/k/a Al Ferguson, an individual,  
CHARLES T. SCOTT,  
a/k/a Chuck Scott, an individual,**

**Defendants.**

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**COMPLAINT**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the “Attorney General”) sues Defendants, Legendary Journeys, Inc. (“Legendary”), Adrian L. Ferguson, Jr. (“Ferguson”), and Charles T. Scott (“Scott”), and alleges:

**INTRODUCTION**

1. Legendary abruptly closed its doors on October 24, 2017 after its President, Ferguson, and Vice President, Scott, deceptively and unfairly collected

millions of dollars from consumers for the supposed purpose of booking travel but failed to deliver on the promised trips or to issue refunds to their customers. Hundreds of consumers, many of whom are senior citizens, fell victim to the scheme. As of May 18, 2018, more than eight hundred consumers have made claims against Legendary totaling nearly \$3.2 Million dollars.

### **JURISDICTION AND VENUE**

2. This is an action for injunctive relief, restitution, civil penalties, attorney's fees, and other statutory and equitable relief pursuant to the Florida Deceptive and Unfair Practices Act, Chapter 501, Part II, Florida Statutes (2018).

3. Plaintiff is an enforcing authority of Florida's Deceptive and Unfair Trade Practices Act as defined in 501.203(2), Florida Statutes (2018), and is authorized to seek injunctive relief, restitution, and other statutory and equitable relief pursuant to this part.

4. This court has subject matter jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes (2018). The granting of injunctive and other equitable and statutory relief is within the jurisdiction of the Circuit Court and the amount in controversy satisfies the jurisdictional threshold of the Circuit Court.

5. All actions material to the complaint have occurred within four (4) years of the filing of this action.

6. The Attorney General has conducted an investigation of the matters alleged herein and has determined that this enforcement action serves the public interest, as required by Section 501.207(2), Florida Statutes (2018).

7. At all times material hereto, Defendants engaged in “trade or commerce” as defined in Section 501.203(8), Florida Statutes (2018). Defendants advertised, solicited, provided, and/or offered travel and travel-related services in trade or commerce.

8. The statutory violations alleged herein occur in or affect more than one judicial circuit in the State of Florida, including Sarasota County, and the Twelfth Judicial Circuit.

9. Venue is proper in Sarasota County, Florida, as Legendary’s principal place of business is in Sarasota County.

### **DEFENDANTS**

10. Defendant Legendary is a Florida For-Profit Corporation with its principal place of business at 3474 17th St, Sarasota, FL 34235. Legendary maintained eleven branch locations throughout Florida: 801 W. Bay Drive, Ste 500, Largo, FL 33770; 1500 Colonial Blvd, Ste 223, Fort Myers, FL 33907; 4055 Tamiami Trail, Ste 26, Port Charlotte, FL 33952; 3818 Sun City Center Blvd, Ruskin, FL 33573; 6130 SW State Road 200, Ste A, Ocala, FL 34476; 120 E. Pine

Street, Ste 8, Lakeland, FL 33801; 15561 S. US Highway 441, Summerfield, Florida 34491; 303 Tamiami Trail S, Ste C, Nokomis, Florida 34275; 230 N. Tennessee Avenue, Lakeland, FL 33801; and 2300 NE 77th Avenue, Fort Lauderdale, FL 33305.

11. From at least 1997 until it shut its doors, Legendary has been a travel agency specializing in comprehensive travel packages. It would take substantial deposits from consumers – often seniors – to book travel packages often including cruises, airfare, hotel accommodations, and entertainment.

12. Defendant Ferguson is an individual and resides in Sarasota County, Florida. Ferguson is Legendary's President and is one of its two corporate officers.

13. Ferguson directly participated in and controlled Legendary's day-to-day operations, masterminded Legendary's finances, and was actively engaged in the business on site at Legendary's principal office almost every day, if not every day. Ferguson approved all payments from Legendary's operating accounts and presided over, directly or indirectly, the misappropriation of consumers' payments for his personal benefit and the benefit of his spouse, Defendant Scott.

14. Defendant Scott is an individual and resides in Sarasota County, Florida. Scott is Legendary's Vice President and is one of its two corporate officers.

15. Scott directly participated in Legendary's day-to-day operations, including taking funds from consumers and making deposits, and was actively engaged in Legendary's operation. Scott participated in the misappropriation of consumers' payments for his own benefit.

### **FACTUAL BACKGROUND**

16. Ferguson and Scott misappropriated Legendary Journey's assets, effectively stealing from people who had paid for travel. In the run up to announcing Legendary's closure and even afterward, Ferguson took money consumers paid for vacation packages and used it to pay his personal expenses, make extra payroll distributions, and even to pay for Scott's shopping spree at Saks Fifth Avenue.

17. Without any advanced notice and while still accepting consumers' deposits, and full payment in some instances, Ferguson announced Legendary's closure and the cancellation of pending trips by email on October 24, 2017. *See* Exhibit A, Email from Legendary Journeys to consumers.

18. Ferguson cited a laundry list of vague factors which supposedly caused Legendary's insolvency, including the threat of terrorism, the United

States' Cuba policy,<sup>1</sup> and the 2018 Atlantic Hurricane Season; however, contrary to what Legendary's customers were told, Ferguson's out of control personal spending of corporate resources was the main driver of Legendary's closure and Assignment for the Benefit of Creditors.

19. Sarasota County court records show an inheritance dispute between Ferguson and his two siblings that settled just before the company shut down. Just days prior to Legendary's closure, Ferguson withdrew at least \$509,000 from a Legendary Journeys business checking account and paid it to the trust account of the law firm representing his siblings' interests.

20. Legendary had in excess of \$1.2 Million in its checking account at the beginning of October 2017. This balance was equal to or greater than Legendary's cash reserves through much of 2016 and 2017, seemingly contradicting Ferguson's claims of a downturn in business. Furthermore, records produced by MSC Cruise Lines, a vendor providing large cruise packages, show that, on information and belief, Legendary owed \$769,745.13 in outstanding fees. Thus, it seems that but for Ferguson taking almost half of Legendary's operating funds to pay off his siblings,

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<sup>1</sup> Although the United States tightened restrictions on travel to Cuba effective November 9, 2017, notably these restrictions contained an exemption for travelers who "completed at least one travel-related transaction (such as purchasing a flight or reserving accommodation) prior to the President's June 16, 2017 announcement." November 2017 Fact Sheet (available at: [https://www.treasury.gov/resource-center/sanctions/Programs/Documents/cuba\\_fact\\_sheet\\_11082017.pdf](https://www.treasury.gov/resource-center/sanctions/Programs/Documents/cuba_fact_sheet_11082017.pdf)); *See also*, 31 C.F.R. § 515.565(e). Many consumers paid deposits to Legendary to reserve Cuban travel well prior to June 16, 2017, the impact of heightened travel restrictions on Legendary's business would have been mitigated or eliminated altogether.

Legendary would have had the assets to pay off MSC and provide the travel Legendary's customers paid for and expected.

21. Ferguson routinely ran up thousands of dollars per month in personal credit card charges and exclusively used funds from Legendary's checking account to pay off the balance. From February 2016 to October 2017, Ferguson spent \$143,909.62 of Legendary's assets to pay off his credit card balances. Examples of personal expenses paid for with Legendary's operating funds include: \$4,200 at Novus Detox in New Port Richey, monthly massage and gym fees, and multiple charges virtually every day at restaurants and bars.

22. Additionally, Legendary Journeys paid Ferguson a salary which totaled \$72,577.10 from November 18, 2016 to October 26, 2017. Notably, after Legendary's October 24, 2017 closure, Ferguson took \$4,477.10 from Legendary – approximately double his normal salary.

23. Two checks for \$75,000 were each paid on October 18, 2017, less than a week before the business shutdown, from a Legendary Journeys business checking account to vice president Charles T. Scott, who is Ferguson's spouse, including a cashier's check with "purchaser" shown as "Legendary Journeys Inc."

24. Ferguson has admitted that within the year prior to Legendary closing he accepted approximately \$500,000 from Legendary as repayment of "loans."

25. Legendary's payroll was run every two weeks and generally totaled approximately \$40,000; however, on October 24, 2017, Ferguson ran an additional payroll of \$90,363 just five days after running a regularly scheduled payroll.

26. Charles Scott, Legendary's vice president and Ferguson's spouse, spent a staggering \$44,319.52 at Saks Fifth Avenue using Legendary's credit. These transactions posted on October 24, 2017 – the very day Legendary announced it could no longer afford to provide the travel consumers paid for. Although \$21,519.27 was subsequently refunded to Legendary, \$22,800.25 which could have refunded consumers instead went to financing Charles Scott's lavish lifestyle.

27. Legendary continued to accept consumer's deposits, often in the thousands of dollars, until it closed its doors. Scott deposited dozens of checks with consumer payments for upcoming cruises to Legendary's bank accounts on October 19, 2017 – less than a week before the business announced its shutdown and the cancellation of future trips in an email to customers on October 24, 2017.

28. Consumers were understandably outraged by the cancellation of their trips and Legendary's failure to deliver refunds. Examples of the over 200 consumer complaints the Attorney General has received include:

- One couple paid Legendary in full \$17,532 on October 10, 2017, for a “once in a lifetime trip” mere days before Legendary's closure on



October 24; Legendary accepted the money, failed to book the trip, and the couple has still not been refunded. They paid by cashier's check, which posted on Oct. 19, 2017, and therefore could not get a credit card refund, as Legendary Journeys suggested.

- One consumer purchased an MSC cruise, a tour, and airfare in August 2017 from Legendary Journeys totaling \$12,698.70. The consumer was informed by the cruise line that the trip was cancelled because Legendary had not completed payment, even though the consumer had paid Legendary in full. Also, because of Legendary's default, the consumer could not recover the value of the trip from travel insurance that they had purchased separately from a Connecticut company for an additional \$810.
- Legendary accepted tens of thousands of dollars in deposits for a transatlantic cruise package from a large group of consumers residing in The Villages and elsewhere, but unexpectedly cancelled the trip and failed to refund any of the consumers who paid by check.
- One consumer paid Legendary \$10,790.60 by check for a trip for his 50th wedding anniversary, making his final installment on June 29, 2017 -- almost a year after he started planning and paying for the trip in August 2016. Legendary never booked his travel with MSC

Cruises, even though the consumer had paid in full. He paid by check, so he could not seek a credit card refund, as Legendary Journeys suggested.

29. Ferguson directed consumers to dispute payments to Legendary with their credit card company rather than refunding consumers directly. While some consumers obtained funds through such disputes, many others who paid deposits with personal checks or whose credit card companies refused the chargeback by Legendary are still owed refunds.

30. As Legendary was shutting down in October 2017, Ferguson represented to consumers that Legendary would attempt to refund them by the end of December 2017. In January 2018, Legendary followed up stating that it would not be issuing refunds and all remedies would only be provided through Legendary's Assignment for the Benefit of Creditors.

31. In January 2018, Legendary filed a Petition Commencing Assignment for the Benefit of Creditors in accordance with Chapter 727, Florida Statutes (2018), pursuant to which Larry S. Hyman was appointed as Assignee. (*In re: Legendary Journeys, Inc.*, Fla. 12th Cir. Ct., Case No. 2018-CA-207-NC, Dkt. No. 1).

32. Based on interim reporting by the Assignee, Legendary's assets will be dwarfed by consumers' claims for reimbursement, and thus consumers will

likely receive at best a partial refund through Legendary's Assignment for the Benefit of Creditors.

33. Legendary advertised travel packages and held itself out to the public as functional travel agency up until it abruptly closed down on October 24, 2017. Consumers were not apprised of the risk that Legendary would become insolvent and cancel trips without refunding moneys already paid, and thus could not reasonably avoid the loss.

34. Furthermore, Defendants never informed consumers that deposits for travel packages, or even full payments, were not transferred to cruise lines or other travel vendors in a timely fashion, if at all. In fact, Defendants mislead consumers by telling them that their trips were paid in full, when in fact Defendants had not yet paid vendors.

35. As detailed below Ferguson had control over and directly participated in the unfair and deceptive acts and practices detailed above and Scott was a direct and willing participant who enriched himself at consumers' expense. Therefore, Ferguson, Scott, and Legendary are liable, jointly and severally, for all outstanding amounts owed to consumers at the conclusion of Legendary's Assignment for the Benefit of Creditors.

### ***Ferguson Controlled Legendary's Illegal Actions***

36. Prior to Legendary's assignment, Ferguson was its sole shareholder and owned a 100% stake in the company.

37. Ferguson maintained control over all aspects of Legendary's operation including: hiring and firing the Company's personnel, making key business decisions, approving of advertising, approving or declining customer refunds, negotiating travel package pricing with cruise lines and other travel vendors, and purchasing or authorizing the purchase of travel and accommodation for Legendary's customers.

38. Ferguson had complete control over Legendary's finances as he was the sole authorized signatory and exclusive authority on Legendary's deposit accounts and was ultimately responsible for authorizing payments to vendors and settling the company's debts.

39. Ferguson was well aware of the state of Legendary's finances and chose to use Legendary's funds for his own benefit instead of authorizing and making payment to travel vendors and/or reimbursing consumers for trips that Legendary failed to deliver.

### ***Scott Misappropriated Consumers' Payments***

40. Scott personally deposited consumers' payments into Legendary's operating account and thus was aware of Legendary's financial condition.

41. Despite this knowledge Scott consistently made large, personal charges on Legendary's credit card. For example, on September 8, 2017, just over a month before Legendary closed, Scott spent \$14,500 at the Harry Roa Gallery in Sarasota, a jewelry designer, and then capped off his day with \$201.22 at the Ritz-Carlton.

42. Scott abused his position as an officer of Legendary and as Ferguson's spouse. He personally misappropriated consumers' funds to support his unsustainable lifestyle.

**COUNT I - VIOLATIONS OF FLORIDA'S DECEPTIVE AND UNFAIR  
TRADE PRACTICES ACT ("FDUTPA")  
CHAPTER 501, PART II, FLORIDA STATUTES (2018)**

43. The Attorney General incorporates and re-alleges the preceding paragraphs as if fully set forth herein.

44. Section 501.204(1), Florida Statutes (2018) 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 provisions of FDUTPA shall be "construed liberally" to promote and "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." § 501.202, Fla. Stat. (2018).

45. Defendants have violated FDUTPA by:

- 1) soliciting and accepting funds from consumers for the purchase of travel, failing to deliver the promised trips, and in numerous instances failing to issue refunds;
- 2) advertising travel packages Defendants did not provide; and,
- 3) misrepresenting that consumers were “paid in full” when in fact Defendants had not tendered payment to travel providers for the services the consumers paid for.

46. As set forth above, Defendants have 1) committed acts or practices in trade or commerce, which shock the conscience, engaged in representations, acts, practices or omissions, which are material, and which are likely to mislead consumers acting reasonably under the circumstances; 2) committed acts or practices in trade or commerce which offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers; and, 3) engaged in acts or practices that are likely to cause substantial injury to consumers, which are not reasonably avoidable by consumers themselves or outweighed by countervailing benefits to consumers or competition. Thus, Defendants have engaged in unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of FDUTPA.

47. Defendants have willfully engaged in the acts and practices described herein when they knew or should have known that such acts and practices were unfair or deceptive or otherwise prohibited by law. Defendants are subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars (\$10,000.00) for each violation pursuant to Section 501.2075, Florida Statutes (2018), and Fifteen Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize, a senior citizen pursuant to Section 501.2077, Florida Statutes (2018).

48. These above-described acts and practices of Defendants have injured the public.

49. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, Defendants' actions will result in irreparable injury to the public for which there is no adequate remedy at law.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, respectfully requests that this Court grant:

a. A permanent injunction prohibiting Defendants, and their officers, agents, servants and employees, and those persons in active concert or participation with them who receive actual notice of the Court's orders, from engaging in any activity within the State of Florida, or from outside the State of Florida but

involving Florida businesses or Florida residents, which relates in any way to offering or selling travel services;

b. Award final judgment, against Defendants, jointly and severally, for equitable remedies, including ordering full restitution for all consumers who were harmed by Defendants in connection with the failure to deliver or refund the travel services, disgorgement, repatriation of assets necessary to satisfy any judgment, and any other appropriate relief pursuant to Section 501.207(3), Florida Statutes (2018).

c. Assess against Defendants, jointly and severally, civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) for each violation of FDUTPA in accordance with Section 501.2075, Florida Statutes (2018), or Fifteen Thousand Dollars (\$15,000.00) for each violation that victimized or attempted to victimize, a senior citizen in accordance with Section 501.2077, Florida Statutes (2018);

d. Award the Attorney General reasonable attorney's fees and costs pursuant to the provisions of Section 501.2105, Florida Statutes (2018), and as otherwise allowable by applicable statutes or law; and

e. Award any other equitable relief pursuant to Section 501.207(3), Florida Statutes (2018), and such other relief as the interests of justice shall require and that this Honorable Court may deem just and proper.



Dated this August 21, 2018.

Respectfully submitted,

PAMELA JO BONDI  
ATTORNEY GENERAL

/s/ Robert J. Follis

ROBERT J. FOLLIS

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Filing # 76749845 E-Filed 08/21/2018 12:24:59 PM

**Subject:** Important information regarding your MSC Seaside Inaugural Italy TransATLANTIC Cruise  
**From:** Legendary Journeys <reservations@lj.travel>  
**Date:** 10/24/2017 4:46 PM  
**To:** [REDACTED]

Dear MSC Seaside Transatlantic Guest:

We regret to inform you that Legendary Journeys is forced to cancel the upcoming group on the MSC Seaside. We have complete details enclosed in this email.

You will be refunded 100% of your payment. **Let me first state that you review how payment was made to Legendary Journeys. You have specific rights with your bank / merchant services for credit card charges.** Legendary Journeys will cover other related costs you incurred. We regret that Legendary Journeys has had to make this decision to restructure our operations system. For 20 years Legendary Journeys has been a travel institution in Florida and has the resources to protect your travel investment. Before we outline the details of your cancellation please understand what is occurring in the travel business:

#### EMPLOYEE THEFT

Legendary Journeys has taken legal action against a group of former employees (and will expand the legal action). These former employees violated their employment agreement that protected proprietary information. Worse, they have caused more than \$1.4 million dollars in cancellations and rebooking with other companies by discounting invoices that were booked at Legendary Journeys to get them to cancel and rebook with them. As you can imagine this has created a dramatic issue for the operation of Legendary Journeys.

#### CUBA

Legendary Journeys has faced significant cancellations in our top travel program, Cuba. In early summer there was a reversal of the Presidents philosophy on travel to Cuba. **The State Department has escalated this by announcing a travel advisory RECOMMENDING NO AMERICAN TRAVEL TO CUBA.** While we have never experienced a single issue with Cuba, this has created fear for travelers that has caused significant cancellations. We have never been effected so harshly by the "politics" of our current government and this has dramatically affected current business.

#### HURRICANES & THE CARIBBEAN

Legendary Journeys has never experienced a season in the Caribbean like we are currently experiencing. The back to back hurricanes in Texas, Florida & The Caribbean have created a significant issue to our normal booking cycle. Dramatic sales are happening including \$1 deposits with a major cruise line (as example). This has led to a dramatic slowdown of bookings and cancellations.

#### TERRORISM

We continue to experience a significant chill for travel because of concerns over terrorism. Europe has been significantly affected by consumer confidence in travel as witnessed by incredibly low rates for transatlantic air to try to entice Americans to travel. This too had led to a dramatic slowdown of bookings and cancellations.

All of this has contributed to a very adverse travel environment for Legendary Journeys. And one we have currently not been able to recover from.

#### Now the details of your Seaside Cruise.

1. Effectively immediately our group is cancelled.
2. Your air may be ticketed already. IF this is the case, Legendary Journeys will be sending you on Thursday, October 26 your airline ticket to Europe. It is yours to use or you can cancel your ticket and receive a partial future credit (in many instances).

Exhibit A

3. If you would like to continue to participate in the cruise please contact MSC Cruise Lines directly as they may offer you special arrangements to rebook and continue on the cruise.
4. We recommend you review how payments were made to Legendary Journeys. **You have specific rights with your bank / merchant services for credit card charges.**
5. Direct check or cash payments on the invoice will be refunded. We expect to complete this by December 30, 2017. Legendary Journeys is not like an average travel agency. There are significant assets at Legendary Journeys that far exceed the debt of refunds to our clients. This refund will happen.
6. If you have cancellation / interruption insurance the cancellation of this group may be covered.
7. Legendary Journeys will have very limited staff in restructure to complete this process for you. You can call our regular number and you will receive a call back at earliest possible time. However,
8. With limited staff the best way to communicate is by EMAIL. Please ONLY communicate to customerservice@lj.travel We will reply with specific details, to your questions, and progress as quickly as possible.
9. We will update you on December 1 on the progress of your refund from Legendary Journeys assets.

From a personal stand point I regret the interruption of your travel experience. Even with so many events that have occurred at a single time I accept complete and full responsibility of the current situation. I am sorry to have caused this situation for you. My long history in the travel business has been the opposite of this event that is forced on you. And again, I am deeply sorry.

But, with that said, I wish to assure you, I have the resources to resolve the issue for you so you will not lose any monies paid. I will ensure, even with these dramatic events, that I am able to make good on the commitment.

I hope you will be understanding and compassionate to the circumstances that are before us. Even in your disappointment, the only important step now is to make the current situation right for you. And I will.

After 30 years in the travel business...

Respectfully,

Al Ferguson, Legendary Journeys



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