

BEFORE THE DIVISION OF CONSUMER PROTECTION
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

<p>IN THE MATTER OF:</p> <p>VALERIE SARIAHLYN LINDEROTH, a Utah resident and as a representative of VICTORIA CRUISES LINE KFT;</p> <p style="text-align: right;">Respondent.</p>	<p>ASSURANCE OF VOLUNTARY COMPLIANCE</p> <p>DCP Legal File No. CP-2024-067</p> <p>DCP Case No. 151282</p>
--	---

The Utah Division of Consumer Protection (“Division”), Valerie Sariahlyn Linderoth, (Respondent) enter into the following Assurance of Voluntary Compliance (“AVC”).

1. Identity of Respondent. Valerie Sariahlyn Linderoth is a resident of Sandy, Utah, and was a representative of Victoria Cruises Line KFT (VCL).
2. Jurisdiction. Respondent admits to the jurisdiction of the Division over the parties and subject matter of this action.
3. Agency Action.
 - a. The Division investigated Respondent for alleged violations of the Utah Consumer Sales Practices Act (CSPA), Utah Code § 13-11-1 *et seq.*, the Utah Consumer Sales Practices Act

Rule (CSPA Rule), Utah Admin. Code R152-11, and the Utah Telephone Fraud Prevention Act (TFPA), Utah Code § 13-26-1 *et seq.*

The Division found Respondent was directly engaging in marketing, customer service, and sales solicitations on behalf of a foreign company, Victoria Cruises Line KFT (VCL).

The Division found that VCL was purporting to offer a residential cruise at a later date, and required an upfront deposit from customers in the amount of \$10,000. VCL required the deposit to be wired from the customer's bank directly to a bank in Hungary.

The Division found that, while the cost of cabins advertised by VCL varied, the required deposit on the cabins did not vary, and the deposit was generally more than the actual cost of renting the cabin.

The Division found that prior to changing its name to "Victoria Cruises Line KFT", the Hungarian legal entity was officially registered as "Akoya Gold Commercial and Service KFT" and engaged in a completely different industry than VCL.

The Division found that the underlying owner of VCL is Viktoria Judit Takacs-Ollram, a

Hungarian national. The Division found that a LinkedIn profile for a purported Chief Executive Officer of VCL, Olavs Zvinelis, utilized generic stock images and was being accessed via an IP address in Italy. The Division has good reason to believe that this profile is not actually operated by an individual named Olavs Zvinelis.

The Division found that VCL posted video clips of individuals purporting to be hired staff for the planned voyage. The Division reached out to some of these individuals and determined that they had no employment or compensation agreements with VCL, and did not plan on being on the advertised cruise.

The Division found that VCL had not filed any regulatory documents or surety bonds with the Federal Maritime Commission (FMC) as of April 12, 2024. The FMC confirmed in writing to the Division that these filings are generally required to operate a cruise.

The Division found that VCL had not reserved a departure date in July, 2024 from the Florida Port Authority as advertised to consumers.

The Division found that multiple consumers submitted deposits to VCL based on representations made by Respondent on

behalf of VCL. Further, the Division found that Respondent was actively encouraging prospects to submit their deposits and simultaneously attempting to mitigate the concerns of consumers who were considering requesting a refund.

The Division found that Respondent provided ideas and strategy suggestions to VCL with the intent of aiding VCL in acquiring additional consumer deposits.

The Division found that Respondent truthfully believed that the residential cruise was going to depart as represented by VCL.

The Division also found that Respondent did not receive any monetary compensation from VCL. Rather, Respondent relied on VCL promise of a room on the cruise ship on a future sailing as payment.

- b. The Division alleges the following violations:
- i. 19 violations of Utah Rule R152-11-10(C) for failing to provide refunds to consumers who requested them within 30 days of the request; and
 - ii. One violation of Utah Code Ann. § 13-11-4(2)(k) for marketing a referral program

wherein compensation was contingent not on the receipt of the referral's deposit, but on their embarkment on the cruise at a later date.

4. Respondent Admission. Respondent admits to the allegations contained herein, and the attached sworn statement. (See attached Exhibit A).
5. Voluntary Compliance. This AVC is being entered into pursuant to Utah Code § 13-11-17 (3).
6. Obligations of the Division. Contingent upon Respondent's compliance with this AVC, the Division agrees to close its investigation of the Respondent.
7. Obligations of Respondent. Respondent agrees to perform in accordance with the following obligations:
 - a. Respondent agrees to cease and desist from further facilitating the operations of Victoria Cruises Line KFT.
 - b. Respondent agrees to cease and desist from providing any service in exchange for compensation in the travel industry unless the compensation is received as a W-2 employee of a legally organized business entity.

c. Respondent acknowledges and agrees that failing to comply with Section 5 of this AVC, in accordance with Utah Code § 13-11-17(3)(b), is prima facie evidence of a violation of Utah Code § 13-11-4(2)(l), and Utah Admin. Code R152-11-10(C).

8. Breach of AVC. If Respondent fails to comply with any of the terms of this AVC, the Division may take any action authorized by law, including but not limited to issuing a citation, opening, or reopening an investigation, issuing a Notice of Agency Action, and scheduling an administrative hearing to determine whether a breach of this AVC occurred.

9. Actions by Other Parties. This AVC is between the Division and the Respondent and does not affect the civil claims of other parties. In addition, this AVC does not affect any enforcement action that might be brought by any local, state, or federal enforcement authority, including any enforcement action that might be brought by a criminal prosecutor.

10. Voluntary Nature of Assurance of Voluntary Compliance. Respondent agrees to the provisions of this AVC freely and voluntarily, without any undue influence of the Division.

11. Entire Agreement. This document and any documents incorporated herein by reference

constitute the entire agreement between the parties. This document supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements that modify, interpret, construe, or affect this AVC.

12. Facsimile Signatures. A fully executed facsimile copy or electronic and/or photocopy of this AVC are as legally enforceable and binding as the original AVC.
13. Counterparts. This AVC may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
14. Legal Representation. Respondent acknowledges that it has the right to be represented by legal counsel. By signing this document, Respondent acknowledges it has either sought the advice of an attorney or has voluntarily chosen not to do so. Respondent has read and understood this AVC.
15. Classification. Respondent acknowledges that this document, once executed, will be classified as a public document under the Utah Government Records Access and Management Act, Utah Code § 63G-2-101 *et seq.*

VALERIE SARIAHLYN
LINDEROTH

Signature: _____

Valerie Linderoth

UTAH DIVISION
OF CONSUMER
PROTECTION

Printed
Name: _____

Valerie Sarahlyn Linderoth

Katherine Hass

KATHERINE
HASS,
DIRECTOR

Dated this 7th day of June, 2024

Dated this
7th day of
June, 2024

EXHIBIT A

AFFIDAVIT

I, Valerie Linderoth, of lawful age and sound mind, hereby affirm and attest as follows:

1. My legal name is Valerie Sariahlyn Linderoth. I am 59 years old and am a resident of the State of Utah.
2. I have personal knowledge of the facts and matters stated herein.
3. The facts contained in this affidavit are, to the best of my knowledge, information, and belief, true and correct.
4. In February of 2023, I contacted Victoria Cruises Line KFT to inquire about a residential cruise offering they were advertising on social media.
5. I realized that I could not afford the cost of the cruise, so I offered to operate as Brand Ambassador, providing marketing and customer service to Victoria Cruises Line

KFT customers and prospects, in exchange for room and board on the cruise ship in the future.

6. Victoria Cruises Line KFT accepted my offer and allowed me to market and speak to customers on behalf of the residential cruise line using the title “Brand Ambassador”.

7. I directly participated in marketing as a Brand Ambassador on social media and on an interview on Fox 35 in Orlando, Florida.

8. Victoria Cruises Line KFT did not offer me any monetary compensation for this service and required that I pay my own phone bill and other expenses related to marketing.

9. I worked nearly full time on behalf of Victoria Cruises Line KFT for approximately 14 months without pay.

10. I did not generate any financial gain from offering this service to Victoria Cruises Line KFT.

11. I did not receive, hold, control, transfer, or disperse any customer funds, nor did I process any of the payments between customers and Victoria Cruises Line KFT.
12. I am not an owner or shareholder of Victoria Cruises Line KFT nor any subsidiary or affiliate company.
13. I terminated my relationship with Victoria Cruises Line KFT in May of 2024.
14. At this time, I do not believe that consumers who paid Victoria Cruises Line KFT will receive the promised cruise nor a refund of their payments.
15. I acknowledge that consumers in the United States and other countries were harmed by the conduct of Victoria Cruises Line KFT and I sincerely regret my participation and facilitation of their activities.

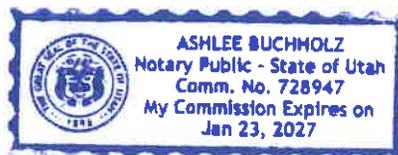
Valerie Sariahlyn Linderoth
Valerie Sariahlyn Linderoth

Valerie

Signature

Signed and affirmed under penalty of perjury before me on
this 7th of June, 2024

Ashlee Buchholz
NOTARY PUBLIC



My commission expires: Jan 23, 2027