

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PINELLAS COUNTY, FLORIDA  
- CIVIL DIVISION -**

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

**CASE NO.:  
DIVISION:**

**Plaintiff,**

**v.**

**AFFORDABLE SPA COVERS, INC.,  
a Florida Corporation; COVERLEX, INC.,  
a Florida Corporation; and ALEJANDRO  
FLORES-RAMIREZ, an individual,**

**Defendants.**

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the “Attorney General”) sues Affordable Spa Covers, Inc. (“ASC”), a Florida corporation, Coverlex, Inc., a Florida corporation (“Coverlex”), and Alejandro Flores-Ramirez, an individual (“Flores-Ramirez”) (collectively “Defendants” or “Defendant Enterprise”), and alleges the following:

**JURISDICTION AND VENUE**

1. This is an action for injunctive relief, consumer restitution, disgorgement, civil penalties, attorney’s fees and costs, and other statutory and

equitable relief against Defendants, brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (hereinafter referred to as “FDUTPA”). More specifically, this action is brought pursuant to Section 501.207(1)(b), Florida Statutes.

2. This Court has subject matter jurisdiction pursuant to the provisions of the FDUTPA. The Attorney General seeks relief in an amount greater than Thirty Thousand Dollars (\$30,000), exclusive of fees and costs.

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

4. The statutory violations alleged herein occurred in or affect more than one judicial circuit in the State of Florida, including the Sixth Judicial Circuit in and for Pinellas County.

5. Venue is proper in the Sixth Judicial Circuit in and for Pinellas County, Florida, for the following reasons, at a minimum: at all times relevant to this action, the Defendant Enterprise has conducted business in Pinellas County, ASC’s and Coverlex’s shared principal place of business is located in Pinellas County, and Flores-Ramirez is a resident of Pinellas County.

6. This enforcement action serves the public interest.

7. All conditions precedent to this action have been performed or have occurred.

### **PARTIES**

8. The Attorney General is an enforcing authority of FDUTPA as defined in Section 501.203(2), Florida Statutes, and is authorized to bring this action seeking injunctive and other equitable and statutory relief, including restitution, disgorgement and civil penalties pursuant to FDUTPA.

9. ASC is an active Florida corporation with its principal place of business located at 2033 Sunnydale Boulevard, Clearwater, FL 33765. At all times relevant to this action, ASC has advertised and sold, and continues to advertise and sell, hot tub and spa covers and related products via an online store located at [www.affordablespacovers.com](http://www.affordablespacovers.com).

10. Coverlex is a Florida corporation whose public corporate records reflect that it voluntarily dissolved on April 6, 2022. Coverlex's principal place of business is located at 2033 Sunnydale Boulevard, Clearwater, FL 33765. Coverlex manufactured products sold through the website [www.affordablespacovers.com](http://www.affordablespacovers.com).

11. Flores-Ramirez is an individual residing in Pinellas County, Florida.

12. At all times relevant to this action, Flores-Ramirez was the owner, president, and registered agent of both ASC and Coverlex and directly participated

in, managed, operated, controlled, and had the ability to control the operations of both ASC and Coverlex.

13. At all times relevant to this action, Flores-Ramirez was responsible for managing the day-to-day operations and making key and relevant decisions for ASC and Coverlex, including but not limited to: (1) making and/or approving financial decisions, such as determining the prices for goods, the price and options for shipping, and the amounts due to customers who requested refunds; (2) developing and overseeing cancellation policies and delivery time disclosures on the Defendant Enterprise's website; (3) overseeing communications to consumers; (4) managing the production and shipment of goods; (5) hiring and firing employees; (6) approving the selection of vendors and subcontractors; and (7) approving the payment to vendors and subcontractors.

14. At all times relevant to this action, the Defendant Enterprise engaged in "trade or commerce" as defined in Section 501.203(8), Florida Statutes, by manufacturing and selling hot tub and spa covers, which are sold and delivered to consumers throughout the United States.

**THE DEFENDANT ENTERPRISE'S BUSINESS ACTIVITIES**

15. Since the beginning of its investigation, the Attorney General has received and reviewed over 350 consumer complaints concerning the Defendant Enterprise's business practices.

16. The consumer complaints collectively allege over Ninety Thousand dollars (\$90,000) paid by consumers to the Defendant Enterprise for products that were never received, were damaged or were received months after they were originally scheduled to be delivered.

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Image 1

17. The Attorney General’s investigation revealed that on the homepage of the Defendant Enterprise’s website ([www.affordablespacovers.com](http://www.affordablespacovers.com)), the Enterprise advertises “Fast Free Shipping” and “Exceptional Customer Service.” Image 1. The homepage of [www.affordablespacovers.com](http://www.affordablespacovers.com) fails to define “fast” and a consumer has to click on links to subpages to learn additional information regarding shipping.



Image 2

18. At one point, during the relevant period, the Defendant Enterprise advertised having the “Fastest Turnaround” on the homepage of the [www.affordablespacovers.com](http://www.affordablespacovers.com) website. Image 2.

19. The Defendant Enterprise also stated on their website, “Now Offering Expedited Production and Shipping” and “No one can build and ship as fast as us, because we are the manufacturer and control the flow of our production ...” Image 2.

20. Consumer complaints reveal that since the beginning of 2018, the advertised delivery time frames have steadily increased from four to six (4-6) weeks to twelve to sixteen (12-16) weeks. However, regardless of the advertised time frame, at all times relevant to this action, the Defendant Enterprise routinely failed to meet these delivery deadlines and consistently took well over sixteen weeks to deliver the products.

21. Multiple consumers reported purchasing a product from the Defendant Enterprise over a year ago and still have not received it, nor have they received a refund.

22. Many consumers allege difficulty in reaching the Defendant Enterprise telephonically in an attempt to resolve their issues. For example, many consumers report that when they call the Defendant Enterprise's telephone number, they are unable to speak to anyone at the business and the call is answered by a messaging service.

23. For those consumers who are successful in reaching the Defendant Enterprise, communication most commonly occurs via email. Consumers describe contacting the Defendant Enterprise regarding delayed deliveries and receiving updated delivery time frames while also being presented with the option to pay \$74.99 for "expedited shipping."

24. Despite receiving updated delivery schedules, consumers allege they still do not receive the products within the updated time frame and often receive multiple delivery promises before their product is received – if it is received at all.

25. Multiple consumers allege that they paid the \$74.99 for “expedited shipping,” yet they failed to receive expedited shipping and continue to wait for their product well past the quoted expedited delivery time frames.

26. Of the many customers who request to cancel their orders, very few are refunded their entire purchase price. Most commonly, the Defendant Enterprise assesses a One Hundred and Fifty Dollar (\$150.00) cancellation fee, regardless of whether production has started or whether they have failed to timely delivery the product.

27. For a brief time period in the fall of 2021, and what appears to be in response to the Attorney General’s investigation, the Defendant Enterprise issued full refunds and allowed consumers to cancel their order without a cancellation fee. However, after a few months, this practice ceased and the Defendant Enterprise resumed assessing the \$150.00 cancellation fee and/or failing to issue timely refunds as promised.

28. Consumers report that beginning in May of 2022, the Defendant Enterprise ceased issuing refunds entirely and began sending consumers the following explanation:

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> On Jun 1, 2022, at 11:04 AM, Sales  
<sales@affordablespacovers.com> wrote:  
>  
> Dear customer,  
>  
> We regret to inform you that your check will be release between  
June and July's month. The company's bank account has been  
compromised and therefore an investigation is being made. A  
change in accounts will be necessary which will not allow us to  
write any checks until the bank's investigation is over.  
Accordingly, pursuant to the terms of our contract, please  
consider this correspondence to be our formal notice of potential  
delays to our performance through no fault of our own and that  
are beyond our control. We will continue to keep you informed  
once the check has been mailed out from our office.  
>  
> Sincerely,  
> Affordable Spa Covers  
>
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*Image 3*

29. The Attorney General's investigation revealed that the Defendant Enterprise's explanation to their customers was misleading given that the Enterprise continued to pay bills and write checks from the "compromised" bank account during the same time period.

30. Multiple consumers report issues with returning products to the Defendant Enterprise or receiving refunds from the Defendant Enterprise when products are damaged.

31. In one instance, a consumer received a damaged product from the Defendant Enterprise and refused delivery. The consumer reached out to the Defendant Enterprise on at least five separate occasions over the course of four months to obtain a refund. On each occasion, the consumer was provided a different refund delivery timeline. As of the filing of this Complaint, this particular consumer has not received a refund.

32. Upon information and belief, the Defendant Enterprise continues to solicit sales, advertise “fast shipping,” and accept money from consumers even though they know, or should know, they do not have the ability to deliver the products as advertised on their website.

### **THE DEFENDANTS OPERATE AS A COMMON ENTERPRISE**

33. At all times relevant to this action, Flores-Ramirez has operated ASC and Coverlex as a common enterprise while engaging in the unlawful and deceptive acts and practices alleged herein.

34. Upon information and belief, the Defendant Enterprise conducted the business practices alleged herein through ASC and Coverlex, which are two interrelated companies that shared common ownership, a physical business location, managers, business functions, and employees.

35. ASC and Coverlex operated under the common control of Flores-Ramirez who was listed as the sole officer of these entities and exercised control over their financial accounts.

36. ASC and Coverlex shared the same principal place of business, a warehouse in which Coverlex, at a minimum, manufactured some of the at-issue products and ASC, at a minimum, conducted the sales and customer relations portion of the Defendant Enterprise's business.

37. Flores-Ramirez commingled the funds of ASC and Coverlex. Coverlex and ASC used the same financial institution for banking and shared a total of six accounts, three accounts owned by ASC and three accounts owned by Coverlex. Although, ASC and Coverlex had separate bank accounts, operating expenses were frequently paid out of each other's bank account regardless of which company incurred the expense.

38. ASC and Coverlex shared employees and issued payroll checks to these shared employees from one bank account at a time. For example, through approximately July 2021, the Defendant Enterprise paid payroll to the shared employees through a Coverlex bank account, and then in approximately September 2021, payroll to the shared employees was through an ASC bank account.

39. At all times relevant to this action, either ASC or Coverlex would report employee wages to the Florida Department of Revenue for all ASC and Coverlex employees.

40. As members of a common enterprise both ASC and Coverlex are jointly and severally liable for the acts and practices of the common enterprise alleged herein.

**THE FLORIDA DECEPTIVE  
AND UNFAIR TRADE PRACTICES ACT**

41. Section 501.204(1), Florida Statutes states 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.”

42. Section 501.203(8), Florida Statutes, defines “[t]rade or commerce” as:

the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. “Trade or commerce” shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.

43. 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.” Fla. Stat. § 501.202.

44. A person that willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of Ten Thousand Dollars (\$10,000) for each such violation, pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation victimizing a senior citizen, pursuant to Section 501.2077, Florida Statutes. Willful violations occur when the person knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule, pursuant to Section 501.2075, Florida Statutes.

45. Under FDUTPA, once corporate liability is established, an individual defendant may be individually liable if he participated directly in the deceptive or unfair practices or acts, or he possessed the authority to control them.

**COUNT I**  
**AGAINST AFFORDABLE SPA COVERS, INC.,**  
**COVERLEX, INC. AND ALEJANDRO FLORES-RAMIREZ**  
**(Violation of Florida Deceptive and Unfair Trade Practices Act)**

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

47. As set forth above in paragraphs 15-32, the Defendant Enterprise violated FDUTPA, at a minimum, when it (1) made material misrepresentations, including but not limited to, that they would provide “fast” shipping, the “fastest

turnaround” or the “best customer service”; (2) failed to deliver or timely deliver products ordered and paid for by consumers; (3) failed to conspicuously disclose accurate delivery timeframes at the time of sale; (4) failed to provide refunds to consumers even though the Defendant Enterprise agreed to cancel the consumers’ orders and provide a refund; (5) charged consumers expedited shipping fees and failed to provide expedited shipping; (6) charged consumers cancellation fees despite the Defendant Enterprise’s production and fulfillment delays and failure to comply with promised delivery timelines; (7) charged consumers cancellation fees and then failed to provide a refund of the remaining amount paid by the consumers; (8) failed to provide refunds to consumers who received damaged products; and (9) made material misrepresentations regarding their failure to provide refunds.

48. During all times relevant to this action, Flores-Ramirez has controlled and managed the Defendant Enterprise as the president of ASC and Coverlex and by controlling the day-to-day operations of ASC and Coverlex.

49. Flores-Ramirez either participated in or directly controlled, or had the authority to control, the unfair and deceptive acts referenced in this Complaint, including above in paragraphs 15-32 and 47. Because Flores-Ramirez either directly controlled, had the authority to directly control, or participated in the unfair and

deceptive business practices of ASC and Coverlex, he can be held individually liable under FDUTPA.

50. Through the actions and related business practices set forth in this Complaint, the Defendant Enterprise is engaging in representations, acts, practices or omissions that are material, and that are likely to mislead consumers acting reasonably under the circumstances.

51. Through the actions and related business practices set forth in this Complaint, the Defendant Enterprise has engaged in acts or practices in trade or commerce that shock the conscience.

52. Through the actions and related business practices set forth in this Complaint, the Defendant Enterprise has engaged in acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

53. Through the actions and related business practices set forth in this Complaint, the Defendant Enterprise has engaged in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable by the consumers themselves and is not outweighed by countervailing benefits to consumers or competition.

54. Accordingly, the Defendant Enterprise has engaged and are engaged in unfair or deceptive acts or unconscionable practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

55. The members of the Defendant Enterprise are subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars (\$10,000) for each violation pursuant to Section 501.2075, Florida Statutes, 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.

56. The Defendant Enterprise willfully engaged in, and could continue to engage in, deceptive and unfair acts and practices in that they knew or should have known that the methods, acts, or practices alleged herein were and are unfair, deceptive, unconscionable and prohibited by law.

57. These above-described acts and practices of the Defendant Enterprise have caused substantial injury to the public and will likely continue to cause injury and prejudice the public.

58. Unless the Defendant Enterprise is temporarily and permanently enjoined from engaging further in the acts and practices complained of herein, their actions will continue to 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:

1. Enter a permanent injunction prohibiting the Defendant Enterprise, and its 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 selling or manufacturing hot tub and spa covers or related products;

2. Enter a judgment in favor of the Attorney General against ASC, Coverlex, and Flores-Ramirez, jointly and severally, for violations of FDUTPA;

3. Award such legal, equitable, or other relief as is just and appropriate pursuant to Section 501.207(3), Florida Statutes, including but not limited to restitution to customers and disgorgement of all ill-gotten gains;

4. Assess civil penalties against the Defendant Enterprise, jointly and severally, in the amount of Ten Thousand Dollars (\$10,000.00) for each violation of Chapter 501, Part II, Florida Statutes, pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000.00) for each violation victimizing a senior citizen or handicapped persons, pursuant to Section 501.2077(2), Florida Statutes;

5. Award the Attorney General reasonable attorney's fees and costs pursuant to the provisions of Sections 501.2105 and 501.2075, Florida Statutes, against the Defendant Enterprise, jointly and severally, and as otherwise allowable by applicable statutes or law; and

6. Grant such other and further relief as this Honorable Court deems just and proper, including, but not limited to, all other relief allowable under Section 501.207(3), Florida Statutes.

Dated: December 27<sup>th</sup>, 2022.

Respectfully Submitted,  
ASHLEY MOODY  
ATTORNEY GENERAL

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