

**IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT,
IN BROWARD COUNTY, FLORIDA**

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

PLAINTIFF,

v.

CASE NO.:

**CHRISTOPHER KYDES, an Individual; and
SENIOR AMERICA HOME CARE, INC., a
Florida Corporation;**

DEFENDANTS,

**LAUREN KYDES, an Individual; and
INFINITY INSURANCE SERVICES, INC.,
a Florida Corporation;**

RELIEF DEFENDANTS.

COMPLAINT

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS, (“**PLAINTIFF**” or the “**ATTORNEY GENERAL**”), hereby sues CHRISTOPHER KYDES (“**C. KYDES**”), an Individual; and SENIOR AMERICA HOME CARE, INC., a Florida Corporation (“**SAHC**”) (collectively, “**DEFENDANTS**”), as well as, LAUREN KYDES (“**L. KYDES**”), an Individual; and INFINITY INSURANCE SERVICES, INC., a Florida Corporation, (“**INFINITY**”) (collectively, “**RELIEF DEFENDANTS**”), and alleges as follows:

1. The **ATTORNEY GENERAL** brings this action against **DEFENDANTS** pursuant to Florida’s Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“**FDUTPA**”), to obtain temporary and permanent equitable relief including injunctions,

restitution, disgorgement, dissolution of an enterprise; as well as civil penalties, attorney's fees and costs, and any additional statutory, legal or equitable relief this Honorable Court deems proper.

2. Additionally, the **ATTORNEY GENERAL** brings a claim for unjust enrichment against **RELIEF DEFENDANTS** to obtain the funds **RELIEF DEFENDANTS** unjustly received in connection with **DEFENDANTS'** FDUTPA violations alleged herein.

INTRODUCTION

3. **DEFENDANTS** target seniors to sell them purported home health services which, in most instances, these seniors do not need and are not likely to use.

4. During the relevant period, **DEFENDANTS** charged Florida seniors more than a quarter of a million dollars for these purported services, but used less than five percent (5%) of these funds to provide said services.

5. Instead, **DEFENDANTS** used the bulk of the funds generated by this scheme for personal expenses, such as the mortgage on and improvements to Defendant **C. KYDES'** home and diverted funds to Defendant **C. KYDES'** wife, Relief Defendant **L. KYDES**, and another company affiliated with Defendant **C. KYDES**, Relief Defendant **INFINITY**.

6. **DEFENDANTS** approach these seniors in their homes, often showing up unannounced and uninvited, to sell personal care services, which are services that assist with daily living activities such as showering, grocery shopping, bill paying, and transportation.

7. **DEFENDANTS** prey on these seniors' fear of being unable to live in their home, and unfairly gouge seniors for personal services they often do not need or use. For example, one senior paid more than \$4,000 (at a rate of approximately \$17.00 an hour) for services she never used. Approximately three months later, **DEFENDANTS** charged this same senior, whose health

and lifestyle had not changed, more than \$6,000 at a rate more than double (\$40.00 a hour) what she initially paid for the same services, for even more services she did not need or use.

8. Adding insult to injury, **DEFENDANTS** are not licensed or registered to provide such services and do not have the proper license to engage in home sales. These very licenses/registrations are intended to help protect Floridians from unscrupulous schemes such as **DEFENDANTS'** scam.

9. As set forth herein, **DEFENDANTS** engage in numerous additional deceptive and unfair acts, which exploit seniors.

JURISDICTION, VENUE, AND APPLICABLE LAW

10. This action is brought for and on behalf of the State of Florida, by the **ATTORNEY GENERAL** pursuant to FDUTPA.

11. The **ATTORNEY GENERAL** conducted an investigation and determined that an enforcement action serves the public interest, as required by section 501.207(2), Florida Statutes.

12. This Court has subject-matter and personal jurisdiction pursuant to section 26.012, Florida Statutes.

13. Venue for this action properly lies in the Seventeenth Judicial Circuit pursuant to sections 47.011, 47.021, and 47.051, Florida Statutes.

14. The actions at issue herein accrued in Broward County, Florida, as well as other counties within the State of Florida.

15. At all material times, **DEFENDANTS** engaged in “trade or commerce” as that term is defined by section 501.203(8), Florida Statutes.

16. At all material times, **DEFENDANTS** directly and indirectly advertised, solicited, provided, offered, and/or distributed, their goods and services to consumers in the State of Florida.

17. Accordingly, **DEFENDANTS** are subject to FDUTPA.

18. At all material times, **DEFENDANTS** provided “home health aide services,” “personal care services,” and operated as a “home health agency” as those terms are defined by section 400.462, Florida Statutes.

19. Therefore, **DEFENDANTS** are subject to Florida’s Home Health Services Act, sections 400.461-400.518, Florida Statutes.

20. At all material times, **DEFENDANTS** conducted “home solicitation sales” as that term is defined by Florida’s Home Solicitation Sale Act, sections 501.021 – 501.055, Florida Statutes.

21. **DEFENDANTS’** acts and conduct related to home solicitations and sales are subject to the provisions of Florida’s Home Solicitation Sale Act.

22. At all material times, **DEFENDANTS** offered and sold consumer services which were to be rendered in the future on a continuing basis. In connection with these sales, **DEFENDANTS** provide and enter into contracts for future services with consumers.

23. Therefore, **DEFENDANTS** are subject to Florida’s Future Services Contract Rule, Fla. Admin. Code Ann. r. 2-18.002.

24. **DEFENDANTS**, at all material times, knew or should have known that **DEFENDANTS’** acts and practices complained of herein were unfair, deceptive, or otherwise prohibited by rule.

25. Defendant **C. KYDES** directly participated in, controlled, and had the authority to control Defendant **SAHC’s** acts and practices.

26. **DEFENDANTS** and **RELIEF DEFENDANTS’** actions material to this complaint occurred within four (4) years of the filing of this action.

PLAINTIFF

27. The **ATTORNEY GENERAL** is an enforcing authority of FDUTPA and is authorized by section 501.207(1)(b), Florida Statutes, to bring an action to enjoin any person who has violated, is violating, or is otherwise likely to violate FDUTPA.

28. Moreover, section 501.207(3), Florida Statutes, authorizes the Attorney General to seek equitable relief including, *inter alia*, restitution, disgorgement of ill-gotten gains, as well as legal or other appropriate relief.

29. The **ATTORNEY GENERAL** is also authorized to seek civil penalties and attorney's fees and cost pursuant to sections 501.2075, 501.2077, 501.2105, Florida Statutes.

DEFENDANTS

30. Defendant **SAHC** is an active Florida, for-profit corporation. Defendant **SAHC** is an alter ego of its president, Defendant **C. KYDES**.

31. Defendant **SAHC** is located at and operates from Defendant **C. KYDES** and Relief Defendant **L. KYDES**' home in Broward County, Florida.

32. Defendant **SAHC** transacts or has transacted business in Broward County, Florida, and elsewhere in South Florida during the relevant period.

33. Defendant **SAHC**'s operation is "a one man show." Since as early as June 2014, Defendant **C. KYDES** has been the **SAHC**'s sole officer, as well as its incorporator and registered agent.

34. Defendant **C. KYDES** is an adult male over the age of twenty-one and is *sui juris*. Upon information and belief, Defendant **C. KYDES** is not in the military service and currently resides in Lighthouse Point, Broward County, Florida.

35. Defendant **C. KYDES** transacts or has transacted business on behalf of **SAHC** in Broward County, Florida and elsewhere during the relevant period.

RELIEF DEFENDANTS

36. Relief Defendant **L. KYDES** is an adult female over the age of twenty-one and is *sui juris*. Upon information and belief, Defendant **L. KYDES** is not in the military service and currently resides in Lighthouse Point, Broward County, Florida

37. Relief Defendant **L. KYDES** has received illicit proceeds from **DEFENDANTS'** scheme during the relevant period.

38. Relief Defendant **INFINITY** is an active Florida, for-profit corporation that operates out of Defendant **C. KYDES** and Relief Defendant **L. KYDES'** home in Broward County, Florida.

39. **INFINITY** was incorporated in 1990 and was subsequently dissolved in 2014. When **INFINITY** was dissolved, Defendant **C. KYDES** and **L. KYDES** were president and vice president, respectively.

40. In 2016, Defendant **C. KYDES** registered **INFINITY** again with the State of Florida and is **INFINITY's** president.

41. Relief Defendant **INFINITY** has received illicit proceeds from **DEFENDANTS'** scheme during the relevant period.

DEFENDANTS' ACTS AND PRACTICES

42. Since at least 2014, Defendant SAHC has expressly represented to consumers that SAHC provides in-home personal care and companion services. *See, e.g.,* Image A.

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SENIOR AMERICA HOME CARE, INC.

**DEDICATED HOME CARE
PROVIDERS TO CARE FOR YOUR
PERSONAL NEED'S**

HOME CARE AND COMPANION



NO WAITING PERIOD

**OUR MISSION IS TO BE RESPONSIVE
TO YOUR NEED'S.**

Image A.

43. Defendant **SAHC**'s home care services include services that assist seniors with the activities of daily living, such as dressing, bathing, eating, personal hygiene, and assistance in physical transfer, or ambulation. *See, e.g.,* Image B.

S.A.H.C., INC.

Our professional's provides non medical services to seniors who want to stay in there home, while recovering in a safe comfortable environment.

Provides for your pre-arranged care in your home.

Our Professional will assist with

Bathing	Toileting	Medication
Dressing	Phone Calls	Doctor Visits
Light House Work	Dressing	Mobility
Eating	Cooking	Transferring
Continence	Bill Paying	Shopping

This is a Home Care Service Contract and is not Insurance.

Image B.

44. **DEFENDANTS'** marketing consists of unlicensed door-to-door sales and, purportedly, "word of mouth" referrals.

45. Defendant **C. KYDES** is **SAHC**'s sole sales representative. In many instances, Defendant **C. KYDES** approaches consumers, unannounced and uninvited, in their homes.

46. In most, if not all of these sales calls, Defendant **C. KYDES** has information regarding the seniors' insurance policies or care programs.

47. Armed with seniors' sensitive personal information, Defendant **C. KYDES** is able to gain seniors' trust, lend credibility to his sales pitch, and manufacture the illusion that **SAHC's** purported services are legitimate.

48. In some instances, Defendant **C. KYDES** falsely represents that he is affiliated with seniors' insurance or care providers.

49. **DEFENDANTS** admit that their business model specifically targets senior consumers who will not use the services. In fact, if Defendant **C. KYDES** believes that a senior may use the services, he sells year-long packages in which seniors are prohibited from using the services during first six months of the contract.

50. Additionally, **SAHC's** "use it or lose it" service packages do not permit seniors to receive a refund or roll unused hours over. Seniors are only able to schedule services within 360 days of signing an agreement with **SAHC** (or six months for those who can only use the services for half of the contract period).

51. In some instances, **DEFENDANTS** have sold senior consumers home health services when such services are already included in other plans consumers have purchased. For instance, one consumer had an insurance plan that included more than one thousand four hundred (1,400) hours of home health services. **DEFENDANTS** sold this senior approximately six hundred (600) hours of additional home health services, which she never used, and charged her more than thirteen thousand dollars (\$13,000.00).

52. **DEFENDANTS** do not provide seniors a rate schedule for services; instead they charge consumers whatever amount they can convince senior consumers to pay. **DEFENDANTS** have charged seniors anywhere from \$17.00 an hour to \$40.00 for **SAHC's** purported services.

53. As discussed *supra*, in one instance, during a span of approximately three months, Defendant **C. KYDES** went to the Fort Lauderdale home of an 88-year-old woman on three separate occasions. Each time Defendant **C. KYDES** met with this consumer, he sold her additional services, even though she had not used the hours she had previously purchased and had not used the hours that were available to her under her long-term care insurance plan. On the third sales call to this woman in as many months, **C. KYDES** sold her a package of 150 service hours for \$6,000 (or approximately \$40.00 an hour; more than double the hourly rate of the initial sale just three months earlier). During the course of these three months, there were no changes to this senior's health or lifestyle that would justify this dramatic rate increase.

54. Florida law requires organizations that provide home health services to be licensed or registered. Since its inception, Defendant **SAHC** has never been licensed.

55. On the rare occasion Defendant **SAHC** actually arranges for services, it does not do background checks on the individuals it sends into seniors' homes and does not otherwise screen or inquire into these individuals' credentials. Defendant **SAHC** claims that the individuals sent into consumers' homes are certified. According to **DEFENDANTS**, these claims are not based on proof that these individuals have undergone any training, but by the fact that they wear "green uniforms" and "look professional."

56. Upon information and belief, the individuals sent to seniors' homes are not Defendant **SAHC's** employees and are not paid by **SAHC** as 1099 contractors.

57. Defendant **SAHC**'s contracts for future home health services fail to provide disclosures mandated by Florida law, which require that the contracts advise consumers that they may cancel the contract upon a doctor's order or if the services cease to be offered as stated in the contract.

58. Defendant **SAHC**'s contracts expressly provide for a ten (10) day cancellation period. However, this cancellation period only applies to an initial contract, not subsequent contracts, although the subsequent contracts contain this same express language. **DEFENDANTS** fail to disclose this material limitation to consumers.

59. During the relevant period, less than five (5) percent of consumer funds paid to Defendant **SAHC** were used to provide services to seniors; instead the bulk of the funds were used by **DEFENDANTS** for personal expenses or improperly diverted to **RELIEF DEFENDANTS**.

60. **DEFENDANTS'** deceptive acts and practices alleged herein victimized and attempted to victimize senior citizens, as those terms are defined within section 501.2077, Florida Statutes.

DEFENDANTS' FDUTPA VIOLATIONS

FDUPTA

61. FDUTPA provides, *inter alia*, that "...deceptive and unfair acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Section 501.204(1), Fla. Stat.

62. An unfair practice is one in which the injury to the consumer is: (1) substantial; (2) not outweighed by any countervailing benefits to consumers or competition that the practice produces; and (3) an injury that consumers themselves could not reasonably have avoided.

63. Deception occurs when: (1) a representation, omission or practice likely to mislead the consumer; (2) the consumer is acting reasonably under the circumstances; and (3) the

representation, omission or practice is material or likely to affect the consumer's purchase decision.

64. When construing whether acts or practices violate FDUTPA, it is the intent of the Florida Legislature that "due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to the ...Federal Trade Commission Act." Section 501.204(2), Fla. Stat.

65. Additionally, all FDUTPA provisions are to be "construed liberally" to promote the protection of 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" and "to make state consumer protection and enforcement consistent with established policies of federal law relating to consumer protection." Section 501.202, Fla. Stat.

66. Any person, firm, corporation, association, or entity, or any agent or employee of the foregoing, who willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of \$10,000 for each such violation (section 501.2075, Florida Statutes) or a civil penalty of \$15,000 for each such violation if the deceptive or unfair act or practices victimizes or attempts to victimize senior citizens or handicapped persons, or is directed at a military service member or the spouse or dependent child of a military service member (section 501.2075, Florida Statutes).

COUNT I

SAHC's UNFAIR OR DECEPTIVE PRACTICES IN VIOLATION OF FDUTPA

67. Plaintiff adopts, incorporates, and re-alleges paragraphs 1-66 as if fully set forth herein.

68. As set forth *supra*, Defendant SAHC's sales and business practices cause substantial injury to seniors which seniors cannot reasonably avoid and are not outweighed by any countervailing benefits to consumers or competition that the practice produces.

69. Additionally, as detailed *supra*, Defendant SAHC's sales and business practices involve material representations, omissions, and practices likely to mislead seniors acting reasonably under the circumstances and affect these seniors' purchasing decisions.

70. Accordingly, Defendant SAHC's sales and business acts and practices were unfair and deceptive in violation of FDUTPA.

COUNT II

SAHC's *PER SE* FDUTPA VIOLATIONS BASED ON VIOLATIONS OF FLORIDA CONSUMER PROTECTION LAWS

71. Plaintiff adopts, incorporates and re-alleges paragraphs 1-66 as if fully set forth herein.

72. Section 501.203(3)(c), Florida Statutes, establishes that a violation of "[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices" is also a violation of FDUTPA.

***Per Se* FDUTPA Violations Based on Violations of the Florida Home Health Services Act**

73. Florida's Home Health Services Act, sections 400.461-400.518, Florida Statutes, was enacted to ensure the safe and adequate care of persons receiving health services in their own homes.

74. The licensing and registration of home health agencies is a key component of Florida's Home Health Services Act and is critical to meeting the Act's purpose of ensuring those receiving home health services are kept safe and receive proper care. To obtain a license,

applicants are, *inter alia*, required to: carry malpractice and liability insurance, demonstrate that they have sufficient funds in reserve, and be accredited by an accreditation agency recognized by the State.

75. As set forth *supra*, Defendant SAHC has been operating since as early as 2014 without a license or registering with the State as required by section 400.464(4)(a), Florida Statutes.

76. Failure to comply with the licensing and registration requirements of section 400.464(4)(a), Florida Statutes, is a deceptive and unfair trade practice and constitutes a FDUTPA violation. Section 400.464(4)(a), Fla. Stat.

77. Therefore, Defendant SAHC's operation as an unlicensed, unregistered home health agency constitutes a *per se* FDUTPA violation.

***Per Se* FDUTPA Violations Based on
Violations of the Florida Home Solicitation Sale Act**

78. Chapter 501 establishes Florida's consumer protection laws and includes provisions relating to the Florida Home Solicitation Sale Act. The Florida Home Solicitation Sale Act is intended to protect consumers from unwanted sales transactions resulting from coercive, high-pressure sales tactics that essentially strong-arm consumers into making an immediate purchasing decision in their home.

79. To protect consumers, the Home Solicitation Sale Act requires the seller, *inter alia*, to obtain a valid home solicitation sale permit prior to conducting any home solicitation sale, such as involving the personal solicitation of previously unrequested goods or services at the consumer's home. Section 501.022, Fla. Stat.

80. Section 501.055(2), Florida Statutes, provides that any person who conducts or attempts to conduct a home solicitation sale without first obtaining and having in her or his

possession a valid, current permit as required by section 501.022 ... is guilty of a misdemeanor of the first degree, punishable as provided in section 775.082 or section 775.083, Fla. Stat.

81. At all times material, Defendant **SAHC**, directly and indirectly, conducted home solicitation sales without obtaining a valid home solicitation sales permit in violation of the Florida Home Solicitation Sale Act.

82. Moreover, the Florida Home Solicitation Sale Act. (sections 501.025 and 501.031, Florida Statutes), mandate that consumers have a three-day period to cancel an in-home solicitation purchase and that notice of this right must be provided to consumers.

83. At all material times, Defendant **SAHC** fails to comply with these provisions when consumers contract with Defendant **SAHC** for additional services.

84. The Home Solicitation Sale Act is a consumer protection law that proscribes unfair or deceptive acts or practices.

85. Accordingly, pursuant to section 501.203(3)(c), Florida Statutes, Defendant **SAHC**'s violations of the Florida Home Solicitation Act constitute *per se* FDUTPA violations.

***Per Se* FDUTPA Violations Based on
Violations of Florida's Future Services Contract Rule**

86. To protect consumers, Florida's Future Services Contract Rule, Fla. Admin. Code Ann. r. 2-18.002 ("Rule"), requires that sellers of future services provide consumers a fully completed copy of any contract at the time of execution that includes: (a) the date of the transaction; (b) name and address of the seller; and (c) notice of consumer's right of cancellation in immediate proximity to the space reserved for a consumer's signature.

87. The notice required by the Rule, includes, *inter alia*, the following language:

"You may also cancel this contract if upon a doctor's order you cannot physically receive the services, or you may cancel the contract if the services cease to be offered as stated in the contract.

If you cancel the contract for either of these reasons, the seller, (Name of Seller), may keep only a portion of the contract price equal to a pro rata portion of the total price representing the proportion of services you used or completed, plus the cost to the seller of any related goods which you have consumed or retained.”

88. At all material times, Defendant **SAHC**'s contracts failed to provide the notice of consumer's right of cancellation as required by the Rule.

89. Pursuant to subsection 2 of the Rule, Defendant **SAHC**'s failure provide notice consistent with the Rule is an unfair or deceptive act or practice.

90. Defendant **SAHC**'s violations of the Rule, therefore, constitute *per se* FDUTPA violations.

COUNT III

DEFENDANT CHRIS KYDES' LIABILITY FOR SAHC's FDUTPA VIOLATIONS

91. Plaintiff adopts, incorporates and re-alleges paragraphs 1-66 as if fully set forth herein.

92. Once a corporation's liability for violations of FDUTPA is established, individual defendants may be liable for (1) injunctive relief for the corporate defendants' practices if the individual defendants participated directly in the practices or acts or had authority to control them, and (2) monetary relief if the individual also had some knowledge of the practices.

93. Defendant **C. KYDES** had the authority to control, controlled, and participated in Defendant **SAHC**'s acts and practices.

94. Further, Defendant **C. KYDES** had knowledge of Defendant **SAHC**'s acts and practices.

95. Accordingly, Defendant **C. KYDES** is liable for Defendant **SAHC**'s FDUTPA violations.

COUNT IV

**UNJUST ENRICHMENT OF
THE RELIEF DEFENDANTS**

96. Plaintiff adopts, incorporates and re-alleges paragraphs 1-66 as if fully set forth herein.

97. **RELIEF DEFENDANTS** have each obtained funds in connection with **DEFENDANTS'** FDUTPA violations alleged above, without a legitimate claim to those funds, and accordingly, were unjustly enriched. Under those circumstances, it is not just, equitable or conscionable for them to retain the funds unlawfully received from consumers throughout Florida and elsewhere.

98. **RELIEF DEFENDANTS** should each be ordered to account for and disgorge the funds they received as a result of **DEFENDANTS'** FDUTPA and other violations alleged above.

PRAYER FOR RELIEF

WHEREFORE, the Attorney General requests that this Honorable Court enter a Judgment which:

A. ENTERS judgment in favor of Plaintiff and against **DEFENDANTS** for Counts I, II, and III in this Complaint;

B. ENTERS judgment in favor of Plaintiff and against **RELIEF DEFENDANTS** for Count IV in this Complaint;

C. AWARDS Plaintiff such preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief;

D. Permanently ENJOINS **DEFENDANTS**, their officers, agents, servants, employees, and those persons in active concert or participation with **DEFENDANTS** who receive

actual notice of such an injunction from soliciting, selling, offering, providing or marketing, home health services, or future services; engaging in home solicitation sales; and engaging in other conduct related to the acts and practices alleged herein;

E. ORDERS disgorgement of ill-gotten proceeds against **DEFENDANTS** and **RELIEF DEFENDANTS**;

F. AWARDS equitable restitution against **DEFENDANTS**, jointly and severally, pursuant to Section 501.207, Florida Statutes;

G. ASSESSES civil penalties against **DEFENDANTS**, jointly and severally, in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by section 501.2075, Florida Statutes, or enhanced civil penalties of Fifteen Thousand Dollars (\$15,000.00) for each victimized senior citizen, person with a disability, military service member or the spouse or dependent child of a military service member as prescribed by section 501.2077, Florida Statutes, for each act or practice found to be in violation of FDUTPA;

H. AWARDS attorneys' fees and costs against **DEFENDANTS**, jointly and severally, pursuant to section 501.2075, Florida Statutes, or as otherwise authorized by law;

I. ORDERS the dissolution of Defendant **SAHC**;

J. ORDERS the rescission or reformation of contracts where necessary to redress injury to consumers; and,

K. GRANTS such other legal or equitable relief as this Honorable Court deems just and proper.

Dated: February 14, 2018.

Respectfully Submitted,

PAMELA JO BONDI
Attorney General of the State of Florida

/s/ Kristen Pesicek

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