

IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN PALM BEACH  
COUNTY, FLORIDA

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

Plaintiff,

-vs-

CASE NO

COMPLETE ECO HOME SERVICES LLC, a  
Dissolved State of Florida For-Profit Corporation  
f/d/b/a THE GREEN CLUB HOME SERVICES LLC,

MICHELLE SOKOLOFF, an individual, SUSAN  
MINTZ, an individual, LINDSAY PITTS, an individual,  
HOWARD SOKOLOFF, an individual, and PAULA  
BRANDAO, an individual,

Defendants.

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**COMPLAINT**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), brings this action under Florida’s Deceptive and Unfair Trade Practice Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”), against Complete Eco Home Services, LLC f/d/b/a The Green Club Home Services LLC, Michelle Sokoloff, an individual, Paula Brandao, an individual, Susan Mintz, an individual, Lindsay Pitts, an individual, and Howard Sokoloff, an individual (collectively “Defendants”), to obtain permanent injunctive relief, restitution, the imposition of civil penalties, an award of attorney’s fees, and other equitable relief, and further states:

## **I. JURISDICTION AND VENUE**

1. This action is brought pursuant to Sections 501.207(1)(b) and 501.207(3), Florida Statutes. This Court has jurisdiction pursuant to FDUTPA and Section 26.012, Florida Statutes.
2. Defendants at all times material to this Complaint, whether acting alone or in concert with others, solicited consumers within the definition of Section 501.203(7), Florida Statutes, and engaged in trade or commerce as defined by Section 501.203(8), Florida Statutes.
3. Venue is proper in the Fifteenth Judicial Circuit as Defendants, during the pertinent period alleged in this Complaint, maintained a place of business in Palm Beach County, Florida. Further, the statutory violations alleged herein affected or occurred in more than one judicial circuit in the State of Florida.

## **II. PLAINTIFF**

4. 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, and by Section 501.207(3), Florida Statutes, to obtain further equitable relief, as appropriate.
5. The State of Florida has conducted an investigation, and the Attorney General has determined that an enforcement action serves the public interest, as required by Section 501.207(2), Florida Statutes.

## **III. DEFENDANTS**

6. Defendant, Complete Eco Home Services, LLC f/d/b/a The Green Club Home Services LLC (“Complete Eco”), is a dissolved Limited Liability Company organized under the laws of the State of Florida in or around 2015, with its principal place of business located in West Palm Beach, Palm Beach County, Florida.

7. Complete Eco is responsible for the marketing, sales, financing, and installation of heating, ventilation, and air conditioning (“HVAC”) products and services to consumers within the State of Florida.

8. Defendant, Michelle Sokoloff (“Sokoloff”), resides at 438 38<sup>th</sup> St, West Palm Beach, FL 33407. Sokoloff is not in the military and is otherwise *sui juris*. Sokoloff is registered with the Florida Department of State, Division of Corporations, as an Authorized Member (AMBR) of Complete Eco. At all times material to this Complaint, whether acting alone or in concert with others, Sokoloff formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices of Complete Eco, as set forth in this Complaint. Sokoloff was also a listed signatory on one or more financial accounts for Complete Eco.

9. Defendant, Lindsay Pitts (“Pitts”), resides at 438 38<sup>th</sup> St, West Palm Beach, FL 33407. Pitts is not in the military and is otherwise *sui juris*. At all times material to this Complaint, whether acting alone or in concert with others, Pitts formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices of Complete Eco, as set forth in this Complaint. Pitts was also a listed signatory on one or more financial accounts for Complete Eco.

10. Defendant, Howard Sokoloff (“H. Sokoloff”), resides at 438 38<sup>th</sup> St, West Palm Beach, FL 33407. H. Sokoloff is not in the military and is otherwise *sui juris*. At all times material to this Complaint, whether acting alone or in concert with others, H. Sokoloff formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices of Complete Eco, as set forth in this Complaint

11. Defendant, Susan Mintz (“Mintz”), resides at 438 38<sup>th</sup> St, West Palm Beach, FL 33407. Mintz is not in the military and is otherwise *sui juris*. Mintz was registered with the Florida

Department of State, Division of Corporations, at some point during the pertinent period alleged in this Complaint, as an Authorized Member (AMBR) of Complete Eco. At all times material to this Complaint, whether acting alone or in concert with others, Mintz formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices of Complete Eco, as set forth in this Complaint. Mintz was also a signatory on one or more financial accounts for Complete Eco.

12. Defendant, Paula Brandao (“Brandao”) resides at 438 38<sup>th</sup> St, West Palm Beach, FL 33407. Brandao is not in the military and is otherwise *sui juris*. Brandao was registered with the Florida Department of State, Division of Corporations, at some point during the pertinent period alleged in this Complaint, as an Authorized Member (AMBR) of Complete Eco. At all times material to this Complaint, whether acting alone or in concert with others, Brandao formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices of Complete Eco, as set forth in this Complaint.

#### **IV. DEFENDANTS’ MISLEADING AND DECEPTIVE BUSINESS PRACTICES**

##### **Free Air Conditioning Unit Scheme**

13. Complete Eco is a self-described “sales and marketing company based in West Palm Beach, FL that creates residential sales leads partnering with contractors for installation and upgrades purportedly to ultimately reduce electricity consumption, reduce carbon footprints, and encourage the use of sustainable products and practices.”

14. Defendants, Michelle Sokoloff, Susan Mintz, Lindsay Pitts, Howard Sokoloff, and Paula Brandao, formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices of Complete Eco, and had knowledge and awareness of Complete Eco’s deceptive acts and practices.

15. Beginning in or around 2015, the Attorney General became aware of numerous consumer

complaints regarding the deceptive and unfair business practices of Defendants as it relates to the marketing, sale, financing, and installation of heating, ventilation, and air conditioning (“HVAC”) products and services to consumers within the State of Florida.

16. During the pertinent period, Defendants made material misrepresentations to consumers to induce consumers to agree to the installation of new air conditioning units. Defendants made these misrepresentations primarily during home solicitation visits. Defendants sometimes gained entry into consumers’ homes under the guise of being associated with the utility company, Florida Power & Light (“FPL”).

17. Defendants induced consumers to purchase new air conditioning units by falsely claiming that the air conditioning units that Defendants were selling to consumers were more energy efficient than consumers’ current units, would result in a substantial reduction in consumers’ current utility bills, and most importantly, would be provided to consumers either at no cost or for a minimal monthly loan payment amount. Defendants even told some consumers that current laws required that the consumers update their units to a more current model and that the consumers’ subsequent savings on their utility bills would more than pay for the cost of the new units.

18. Defendants misled many elderly, low-income consumers into believing that these consumers qualified for a new air conditioning unit at little or no cost based upon these consumers’ age and/or income level.

19. Once consumers agreed to the installation, Defendants either assisted with or completely filled out what many of these vulnerable consumers believed were authorizations or other similar documents needed to obtain the promised new air conditioning units.

20. However, the documents being filled out by, or on behalf of, these vulnerable victims were not documents for free new air conditioning units, but rather loan applications to obtain funds to

pay for the air conditioners that these consumers were told by Defendants would be provided to them for free.

21. The loan amounts for the air conditioning units that these victims believed were being provided for little to no cost ranged from \$7,500 to \$10,000. The loan amounts were well in excess of the value of the air conditioners for which these consumers were ultimately financially responsible.

22. Many of the victims of Defendants' scheme were on fixed incomes and had little or no ability to repay the loan amounts for which they were now responsible as the result of Defendants' gross misrepresentations.

### **Free Energy Analysis Scheme**

23. Defendants also contacted some consumers via telephone and offered to conduct free air conditioner energy efficiency analyses, and to provide alleged "special" promotions aimed at assisting consumers in increasing the energy efficiency of their homes, at no cost to consumers.

24. After receiving these alleged analyses, consumers were subsequently told that they qualified for a new air conditioning unit and that based upon various government incentives and utility company rebates, including FPL rebates, for which these consumers purportedly qualified, the purchase of a new air conditioning unit would be provided to these consumers either at no cost or for a very minimal monthly loan installment amount.

25. Consumers who purportedly qualified for free air conditioning units were provided documents to complete, which some consumers either later did not recall signing or were unaware were loan applications.

26. Consumers who were lured into purchasing new air conditioning units for an alleged minimal monthly loan payment were never provided the total loan amount to be incurred by

Defendants prior to incurring responsibility for repayment of the loan, were misled with respect to the actual monthly loan payment for which consumers would be ultimately responsible, and/or were misled regarding the value and necessity of the new air conditioning units.

27. Defendants often falsely stated in both schemes that they were representatives of, authorized by, and/or in some manner associated with utility companies, including FPL.

28. Defendants additionally, in both schemes, ensured that air conditioning units were quickly installed in a consumer's home, sometimes within a few hours of the sale of the air conditioning unit. Defendants were able to accomplish this by having prearranged agreements with various HVAC installers. Per these agreements, Defendants would be paid the value of the loan minus the cost of the unit and installation. Through this arrangement, Defendants would pocket as much as \$5,000 per consumer or up to three times the actual cost of the unit.

29. Defendants misled consumers as to the alleged product savings, decreased energy costs, availability of government and/or utility company grants and rebates, minimal monthly loan payments for qualified consumers, need to replace consumers' existing units, and alleged "free" nature of the HVAC units sold to consumers by Defendants.

30. Defendants' deceptive actions and misrepresentations were likely to mislead consumers acting reasonably under the circumstances and in fact have misled consumers throughout the State of Florida.

31. As the result of Defendants' deceptive actions and misrepresentations, consumers have suffered injury.

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

**COUNT I**  
**VIOLATION OF FLORIDA'S DECEPTIVE AND**  
**UNFAIR TRADE PRACTICES ACT**

33. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1-32 above as if fully set forth herein.

34. Section 501.204, Florida Statutes, prohibits unfair methods of competition or unconscionable, deceptive, or unfair acts or practices in the conduct of trade or commerce.

35. As more fully detailed above in paragraphs 1 through 32, Defendants engaged in a pattern of deceptive and unfair acts and practices as it relates to the marketing, sale, financing, and installation of HVAC products and services to consumers within the State of Florida.

36. Defendants, Michelle Sokoloff, Paula Brandao, Susan Mintz, Lindsay Pitts, and Howard Sokoloff formulated, directed, controlled, had the authority to control, and/or participated in the acts and practices of Defendant Complete Eco.

37. Further, Defendants Michelle Sokoloff, Paula Brandao, Susan Mintz, Lindsay Pitts, and Howard Sokoloff had knowledge and awareness of Defendant Complete Eco's deceptive acts and practices.

38. Defendants have violated FDUTPA, and the above-described acts and practices of Defendants have injured and prejudiced the public and consumers in the State of Florida.

39. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, Defendants' continued deceptive and unfair business practices will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

**V. PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, the Attorney General, pursuant to FDUTPA, requests that this Honorable Court enter Judgment against Defendants, jointly and severally, to:



- A. DECLARE that the foregoing acts and practices are unfair, deceptive, and/or unconscionable in violation of FDUTPA.
- B. Permanently ENJOIN Defendants and their officers, affiliates, agents, servants, employees, and those persons in active concert or participation with them who receive actual notice of this injunction, from soliciting, marketing, selling, financing, advertising, engaging in, offering, providing, or accepting payment for any HVAC products and/or services; and from committing future violations of FDUTPA.
- C. AWARD such relief as the Court finds necessary to redress injury to consumers resulting from the Defendants' violations of FDUTPA, including but not limited to, restitution to all consumers who are shown to have been injured, pursuant to Section 501.207(3), Florida Statutes.
- D. AWARD such equitable or other relief as is just and appropriate pursuant to Section 501.207(3), Florida Statutes, including but not limited to, disgorgement of ill-gotten gains and repatriation of assets necessary to satisfy any judgment.
- E. ASSESS civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by Section 501.2075, Florida Statutes, or Fifteen Thousand Dollars (\$15,000.00) for victimized senior citizens as prescribed by Section 501.2077, Florida Statutes, for each act or practice found to be in violation of Chapter 501, Part II, of the Florida Statutes.
- F. AWARD attorney's fees and costs pursuant to Section 501.2105, Florida Statutes, or as otherwise authorized by law.

G. GRANT such other relief as this Court deems just and proper.

Dated this \_\_\_\_\_ day of October, 2017.

Respectfully Submitted,

**PAMELA JO BONDI  
ATTORNEY GENERAL**

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