

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR LEE COUNTY, FLORIDA  
- CIVIL DIVISION -**

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

**CASE NO:**

**DIVISION:**

**Plaintiff,**

vs.

**SERVICE STAR ENTERPRISE, INC,  
a Florida for-profit corporation;  
DARRIELLE TAVOLACCI, an Individual;  
and SALVATORE TAVOLACCI JR, an Individual**

**Defendants.**

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**COMPLAINT**

This is an action for monetary, injunctive and other equitable and statutory relief brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes. Plaintiff, **OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS** (the “Attorney General”), sues Defendants, **SERVICE STAR ENTERPRISE, INC.**, a Florida for-profit corporation; **DARRIELLE TAVOLACCI**, an Individual; and **SALVATORE TAVOLACCI, JR**, an Individual (hereinafter collectively referred to as “Defendants”) and alleges:

**JURISDICTION AND VENUE**

1. This is an action for temporary and permanent injunctive and other statutory and equitable relief, brought pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes. Plaintiff is the enforcing authority of Florida's Deceptive and Unfair Trade Practices Act as defined in Chapter 501, Part II, Florida Statutes, and is

authorized to seek monetary, injunctive and other statutory and equitable relief pursuant to this part.

2. This court has subject matter jurisdiction pursuant to the provisions of Chapter 501, Part II, Florida Statutes.

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

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

5. Venue is proper in Lee County, Florida, as the statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida, including Lee County. Venue is proper in the Twentieth Judicial Circuit as the Defendants conducted business in Lee County. Defendants **DARRIELLE TAVOLACCI** and **SALVATORE TAVOLACCI, JR.**, are residents of Florida and reside in Lee County.

#### **THE PARTIES**

6. The Plaintiff, the Attorney General, is an “enforcing authority” of Chapter 501, Part II, Florida Statutes, and of § 501.059(8), Florida Statutes, and is authorized to bring this action and seek injunctive relief and other equitable and statutory relief pursuant to these provisions.

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

8. Since May of 2012, Defendant **Service Star Enterprise, Inc., f/k/a Service Star Inc., f/k/a Service Inc.** (hereinafter referred to as “SSE”) has been an active for-profit Florida

corporation, registered with the Florida Department of State, Division of Corporations. **SSE**'s principal place of business was 5710 Zip Drive, Unit 2, Ft. Myers, Florida, 33905.

9. At all times material hereto, **SSE** provided air conditioning repair and maintenance services and conducted business through the license of an Air Conditioning Contractor, known in the industry as a "Qualifier," who is licensed to install air conditioning units in the State of Florida through the Department of Business and Professional Regulation.

10. On August 23, 2013, Defendant **Salvatore Tavolacci, Jr.** ("Tavolacci Jr."), as the Chief Financial Officer of **SSE**, filed an amendment with the Florida Department of State to indicate **SSE**'s new principal place of business as 1923 NE 18<sup>th</sup> Street, Cape Coral, FL 33909.

11. Defendant **Darrielle Tavolacci**, ("Ms. Tavolacci") is a natural person and, at all times material hereto, resided in Lee County. On information and belief, **Ms. Tavolacci** served in a management capacity for **SSE**, is an owner of **SSE**, and lives and works in Ft. Myers, Lee County, Florida.

12. Defendant **Tavolacci Jr.** is a natural person and, at all times material hereto, resided in Lee County. At all times material hereto, **Tavolacci Jr.** was listed as a Corporate Officer of **SSE**, is an owner of **SSE**, and lives and works in Ft. Myers, Lee County, Florida.

13. At all times material hereto, Defendants **Darrielle** and **Salvatore Tavolacci, Jr.** participated in, controlled or possessed the authority to control, and did control **SSE**'s acts and practices, and possessed actual or constructive knowledge of all material acts and practices complained of herein, and were involved in management decisions of Defendant **SSE**.

14. In September of 2013, Defendant **Tavolacci Jr.** sold the customer files of **SSE** to Tony Chavarino of Technical Services for \$80,000. In addition, all phone lines of **SSE** were ported over to the Technical Services office. The checks used in this transaction were made payable to "Service Star Enterprise, Inc. or Salvatore Tavolacci."

15. Defendant Tavalacci Jr. is a signatory on the Service Star Electrical bank account into which these proceeds were deposited.

16. At all times material to this action, Defendant **Tavalacci Jr.** received proceeds from accounts opened in the name of Defendant **SSE** containing monies paid by consumers to **SSE**. The accounts and property of Defendant **Tavalacci Jr.** contain proceeds of the deceptive acts and practices complained of herein.

## **DEFENDANTS' COURSE OF CONDUCT**

### *Overview*

17. **SERVICE STAR ENTERPRISE, INC.**, is a Florida for-profit corporation engaged in the air conditioning repair and maintenance business. It conducts business under and through the license of a Certified Air Conditioning Contractor, licensed in Florida by the Department of Business and Professional Regulation, and known in the trade as a “qualifier.” **SSE** actively engaged in advertising its services through telemarketing and direct mail activities. The negotiations and ultimate consummation of the service contracts occur within the consumers’ residences. Additionally, many of **SSE**’s consumers are senior citizens. Within the last few years, the Attorney General has reviewed over 70 consumer complaints alleging potentially unfair and deceptive business practices by Defendants including high-pressure sales tactics, intimidation, shoddy workmanship, failing to honor cancellation requests, and “do not call” violations. In addition, local construction boards in two of the counties in which Defendants operate imposed fines against Defendants’ technicians and other representatives and one county terminated Defendants’ license to do business in that county. Also, the Florida Department of Agriculture imposed penalties on Defendants for telemarketing violations.

18. Consumer complaints also allege that the Defendants' technicians intimidate and/or coerce senior citizens into paying for unnecessary repairs and replacements of their air conditioning units. These technicians demanded cash for the services, and in several instances allegedly drove the senior citizens to their banks, or berated them on the cell phone, in attempt to compel the seniors to withdraw thousands of dollars to pay for Defendants' services in cash. In addition, it is also documented that the Defendants violated specific laws by failing to 1) pull permits before commencing repairs, 2) include the statutorily required cancellation language in its contracts, or 3) honor requests to cancel the transaction within the 3-day right of rescission period required by law.

### *Sales and Advertising*

#### High Pressure, Deceptive Sales Practices

19. At all times material hereto, if a consumer responded to Defendants' telemarketing or direct mail solicitation with a request for an inspection of the air conditioning system in his/her home, an **SSE** technician was dispatched to the residence. Homeowners who have registered complaints about Defendants allege that the **SSE** technicians used high-pressure sales tactics and made false representations that the air conditioning unit needed substantial repairs or replacement. Complainants maintain that these air conditioning services were excessive or unnecessary. In fact, some of these units that Defendants' technicians represented were faulty were under service contracts with other companies and were in good condition before the visit by **SSE**.

20. Some of the seniors who have complained about Defendants' conduct allege that they were scared, coerced, or even forced into consenting to these unnecessary repairs and were told that the payment must be in cash despite credit card logos appearing on the invoices.

21. In one known instance, an **SSE** technician drove the senior citizen to the bank to withdraw funds; in another instance, **SSE** technicians stayed in the senior's residence while the senior drove to the bank unaccompanied to withdraw the funds, while the **SSE** technicians harassed her on her cell phone in attempt to coerce her to withdraw the funds in cash for the Defendants' services.

22. Based on information and belief, other unknown senior citizens were coerced or deceived into contracting with Defendants to pay for excessive or unnecessary services.

23. These sales practices have caused senior citizens significant financial and emotional damages.

#### Do-Not Call Violations

24. At all times relevant to this action and continuing to the present, Defendants marketed and continue to market Air Conditioning Duct cleaning / repair services via direct mail, telemarketing, and door-to-door soliciting. Many of the solicitations reference a \$39.99 air conditioning cleaning / inspection service. Many of **SSE**'s customers are senior citizens.

25. Defendant **SSE**, at all times material hereto, provided goods or services as defined within § 501.203(8), Florida Statutes, within the State of Florida and Lee County, among others.

26. Defendant **SSE**, at all times material hereto, solicited consumers within the definitions of § 501.203(7), Florida Statutes.

27. Defendants, at all times material hereto, were governed by § 501.059, Florida Statutes, Telephone Solicitation.

28. Defendants, at all times material hereto, were governed by 16 C.F.R. § 310.3, Telemarketing Sales Rule.

29. At all times relevant to this action and continuing to the present, Defendants engaged in and continue to engage in trade or commerce as defined in § 501.203(8), Florida Statutes.

30. On numerous occasions at times relevant to this actions Defendants made unsolicited telephonic sales calls to residential telephone accounts for which the account holder had placed the telephone number on the Florida “Do Not Call” list pursuant to Section 501.059, Florida Statutes.

31. Florida’s Department of Agriculture and Consumer Service has received many “do not call” complaints against **SSE** and ultimately cited/fined **SSE**’s telemarketing activities on several occasions for Do Not Call Violations. Specifically, **SSE** incurred the following fines:

- a) \$6000 fine for DNC violations issued on 06/06/13 -----license # TC4302
- b) \$750 fine for DNC violations issued on 01/29/13 ----- license # TC4302
- c) \$500 fine for DNC violations issued on 11/07/12 ----- license # TC4053

### ***Permitting Issues***

#### Defendants Failed to Pull Permits Before Starting Work; Competency/ Misconduct Issues

32. Contractors are required to pull permits before starting repairs / replacement of air conditioning units. Specifically, §489.127(1) (h), Florida Statutes, provides that no person shall “Commence or perform work for which a building permit is required pursuant to part IV of chapter 553 without such building permit being in effect ... ”

33. According to the Charlotte County Construction Industry Licensing Board, **SSE** failed to pull the required permits on at least 12 occasions. In addition, they have let 51 permits expire (failed to complete work and/or obtain an inspection within the statutory period.)

34. The Charlotte County Construction Industry Licensing Board has cited **SSE**’s representatives on several occasions for incompetency or misconduct in the practice of

contracting in violation of §489.129(1) (m), Florida Statutes. In addition, the Charlotte Board ultimately suspended SSE's right to work in that county.

35. Several former SSE qualifiers (Licensed Contractors who hold license under which SSE operates) terminated their relationship with SSE due to the citations / fines that they incurred of behalf of SSE due to the business practices of SSE.

### *Contract Issues*

#### Defendants' Contracts Failed to Provide Three Day Right of Rescission

36. §501.025, Florida Statutes, mandates the buyer has the right to cancel a home solicitation sale until midnight of the third business day after the day on which the buyer signs an agreement or offer to purchase.

37. A review of the contracts used by SSE revealed that they did not contain any reference to a consumer's three-day right of rescission for home solicitation sales as mandated by statute. In fact, the cancellation provision of its contract used in September of 2013 reads in part, " ...Cancellation of HVAC equipment installation or service must be made prior to the performance of the scheduled work, with a 20% restocking fee to the buyer(s) based on the cost of the materials .... All installed items and performed services are NON-RETURNABLE and are due in full upon cancellation ... " (see attached Exhibit A, an exemplary copy of SSE's contract for residential air conditioning services, incorporated by reference herein)

38. Several complaints allege that seniors attempted to cancel the transactions within the statutory period, but were told that "It is too late..." or that "We can't return your unit because it has already been sold."

#### Defendants' Contracts Failed to Include the Required Statutory Language

39. §501.031(2)(a) & (b), Florida Statutes, mandates that in home solicitation transactions, the following statement must be included in the written agreement signed by the buyer:



#### BUYER'S RIGHT TO CANCEL

This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

40. A review of the contracts used by **SSE** revealed that they did not contain this statement as mandated by statute. See attached Exhibit A.

41. §501.055, Florida Statutes, establishes that “violations of any of the provisions of 501.025-501.047 is a misdemeanor of the first degree, punishable as provided in Florida Statutes 775.082 or 775.083.”

#### *Home Solicitation Permit Issues*

##### Defendants Failed to Obtain Home Solicitation Permits

42. Section 501.022, Florida Statutes, declares it unlawful for any person to conduct any home solicitation sale, as defined in §501.021, without first obtaining a valid home solicitation sale permit as provided in this section.

43. **SSE** representatives who went to consumers' homes to sell Defendants' services did not hold valid home solicitation permits.

##### **Roles of Individual Defendants Salvatore Tavolacci, Jr. and Darrielle Tavolacci.**

44. A review of **SSE**'s filings with the Florida Department of State, indicates that Defendant **Tavolacci Jr.** assumed many different corporate officer positions of **SSE** over the past several years.

45. Multiple sources, including several qualifiers, state that Defendant **Tavolacci Jr.** signed contracts on behalf of **SSE**, and that he and Defendant Darrielle **Tavolacci** made the day-to-day business/operational decisions for **SSE**.

46. Defendant **Tavolacci Jr** entered into a contract to sell **SSE**'s consumer contracts to Technical Services.

47. The checks used to acquire these contracts were made out to "Service Star Enterprise, Inc. or Salvatore Tavolacci"

48. **Tavolacci Jr.** is a signatory on the account in which the funds were deposited.

49. Defendant Darrielle **Tavolacci** also attempted to be a qualifier for **SSE**.

50. Defendant Darrielle **Tavolacci** also responded to a consumer complaint on behalf of **SSE**.

51. At all times material hereto, Defendants **Darrielle** and **Salvatore Tavolacci, Jr.** participated in, controlled or possessed the authority to control, and did control **SSE**'s acts and practices, and possessed actual or constructive knowledge of all material acts and practices complained of herein, and were involved in management decisions of Defendant **SSE**.

#### **Defendants' Ongoing Deceptive Course of Conduct**

52. The Defendants' website (<http://www.servicestarflorida.com/>) is still active and registered to **Tavolacci, Jr.**

53. Terri Chaviano of Technical Services (the entity that purchased **SSE**'s customer contracts) has indicated that her office has recently fielded and responded to complaints from customers who allege that persons purporting to be Service Star technicians are still actively contacting them and attempting to perform services for additional fees.

54. A review of **SSE**'s most recent business location revealed the presence of several white vans (while the **SSE** logos were removed, there were other words/phrasings on the trucks that indicate Air Conditioning services), which could still be used in the Air Conditioning services industry.

55. In July 2013, Defendant **Tavolacci, Jr.** incorporated and held the position of the

Registered Agent of an air conditioning / service company called “Air Experts.” The paperwork was later amended to list Richard Miralles as the registered agent. This company is still active.

56. Air Experts is located at 5726 Corporation Circle in Fort Myers, which hosts a business of Defendant **Tavolacci, Jr.**

57. In August of 2013, “Expert Air Services, Inc.” was incorporated through the Florida Department of State and listed the Service Star Enterprise address of 5710 Zip Drive, Suite 1, Fort Myers, FL as its address. The address was later amended in the Florida Department of State’s records to the Defendant Tavolacci’s residential address in North Fort Myers.

58. Defendant Darrielle **Tavolacci** is listed as the President and Registered Agent for Expert Air Services, Inc. This company is still active.

59. On November 1, 2013, WINK News interviewed **Defendant Tavolacci, Jr** on camera who stated that:

- a) **SSE**’s representatives were “My employees ...”
- b) he “shares” the same building with Antonio Miralles of Air Experts.

60. At the time of the interview, Mr. Antonio Miralles of Air Experts was recently arrested by the Florida Department of Agriculture for telemarketing without a license, a third degree felony under Florida Statute §501.605.

**COUNT I**  
**DECEPTIVE AND UNFAIR TRADE PRACTICES,**  
**CHAPTER 501, PART II, FLORIDA STATUTES**

The Attorney General sues Defendants and alleges:

61. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 60 as if fully set forth hereinafter and further alleges:

62. The Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes, provides that “unfair 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.”

63. As set forth in paragraphs 1 through 60 above, Defendants have engaged in a pattern of acts and practices designed to deceive and coerce consumers, through lies, high-pressure sales tactics, and outright intimidation, to purchase the Defendants’ air conditioning maintenance services or even new air conditioning units.

64. Through these actions and related business practices, Defendants have committed and are committing acts or practices in trade or commerce which shock the conscience; have engaged in or are engaging in representations, acts, practices or omissions which are material, and which are likely to mislead consumers acting reasonably under the circumstances; have committed and are committing acts or practices in trade or commerce which offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers; and have engaged in acts or practices that are likely to cause substantial injury to consumers which is not reasonably avoidable by consumers themselves, or outweighed by countervailing benefits to consumers or competition. Thus, Defendants have engaged in and are engaging in unfair or deceptive or unconscionable acts or practices in the conduct of any trade or commerce in violation of § 501.204(1), Florida Statutes.

65. Defendants willfully engaged in the acts and practices alleged herein.

66. These above-described acts and practices of the Defendants have injured and will likely continue to injure and prejudice the public.

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

**COUNT II**  
**VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES,**  
**THROUGH VIOLATIONS OF CHAPTER 501, PART I, FLORIDA STATUTES –**  
**TELEPHONE SOLICITATION**

The Attorney General sues Defendants and alleges:

68. Plaintiff adopts, incorporates herein, and re-alleges paragraphs 1 through 60 as if fully set forth hereinafter and further alleges:

69. Defendants have engaged in telemarketing activities to gain entry into consumers' homes to induce them into purchasing services plans and /or new air conditioners.

70. Pursuant to the § 501.059(4), Florida Statutes:

“No telephone solicitor shall make or cause to be made any unsolicited telephonic sales call to any residential, mobile, or telephonic paging device telephone number if the number for that telephone appears in the then-current quarterly listing published by the department. . . .”

71. Defendants have violated this statute several times which resulted in the Department of Agriculture leveling fines against the Defendants totaling \$7,250.

72. Defendants have violated and are likely to continue to violate § 501.059(4), Florida Statutes, Florida's "Do Not Call Registry."

73. Defendants willfully engaged in the acts and practices alleged herein.

74. Section 501.203(3)(c), Florida Statutes, states that a violation of Chapter 501, Part II, may be based on 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.”

75. As set forth above and in paragraphs 1 through 60 herein, Defendants have violated and continue to violate § 501.059(4), Florida Statutes and therefore are engaged in

deceptive and unfair acts and practices in trade or commerce, in violation of § 501.204, Florida Statutes, and are subject to civil penalties and equitable remedies as imposed therein.

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

**COUNT III**  
**VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES, THROUGH**  
**VIOLATIONS OF CHAPTER 489, PART I, FLORIDA STATUTES –**

The Attorney General sues Defendants and alleges:

77. Plaintiff adopts, incorporates herein, and re-alleges paragraphs 1 through 60 as if fully set forth hereinafter and further alleges:

78. As set forth in paragraphs 1 through 60 above, Defendants have engaged in a pattern of acts and practices by failing to obtain a permit from the appropriate regulatory agency before commencing repairs/replacement of air conditioner units in violation of Florida Statutes §489.129.

79. Section 489.129, Florida Statutes, establishes that a board may take disciplinary actions against a "... contractor, financially responsible officer, or business organization for which the contractor is a primary qualifying agent ... is found guilty of any of the following acts:"

...

(1)(m) Committing incompetency or misconduct in the practice of contracting.

(1)(o) Proceeding on any job without obtaining applicable local building department permits and inspections.

80. Section 501.203(3)(c), Florida Statutes, states that a violation of Chapter 501, Part II, may be based on 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.”

81. As set forth above and in paragraphs 1 through 60 herein, Defendants have violated and continue to violate the provisions of § 489.129, Florida Statutes, and therefore are engaged in deceptive and unfair acts and practices in trade or commerce, in violation of § 501.204, Florida Statutes, and are subject to civil penalties and equitable remedies as imposed therein.

82. Defendants willfully engaged in the acts and practices alleged herein.

83. These above-described acts and practices of Defendants have injured and will likely continue to injure and prejudice the public.

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

**COUNT IV**  
**VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES, THROUGH**  
**VIOLATIONS OF CHAPTER 501.025, PART I, FLORIDA STATUTES**

The Attorney General sues Defendants and alleges:

85. Plaintiff adopts, incorporates herein, and re-alleges paragraphs 1 through 60 as if fully set forth hereinafter and further alleges that Defendants have engaged in a pattern of acts and practices designed to coerce consumers and induce consumers to engage in business with them, without providing the required three-day right of cancellation as required by Florida Statute §501.025.

86. Section 501.055, Florida Statutes, establishes “violations of any of the provisions of 501.025-501.047 is a misdemeanor of the first degree, punishable as provided in Florida Statutes 775.082 or 775.083.”

87. Defendants have violated and continue to violate § 501.025, Florida Statutes, by failing to provide for a three-day right of cancellation in their home solicitation contracts.

88. Section 501.203(3)(c), Florida Statutes, states that a violation of Chapter 501, Part II, may be based on 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.”

89. As set forth above and in paragraphs 1 through 60 herein, Defendants violated the provisions of § 501.025, Florida Statutes, and therefore have engaged in deceptive and unfair acts and practices in trade or commerce, in violation of § 501.204, Florida Statutes, and are subject to civil penalties and equitable remedies as imposed therein.

90. Defendants willfully engaged in the acts and practices alleged herein.

91. These above-described acts and practices of Defendants have injured and will likely continue to injure and prejudice the public.

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

**COUNT V**  
**VIOLATIONS OF CHAPTER 501, PART II, FLORIDA STATUTES, THROUGH**  
**VIOLATIONS OF CHAPTER 501.031, PART I, FLORIDA STATUTES**

The Attorney General sues Defendants and alleges:

93. Plaintiff adopts, incorporates herein, and re-alleges paragraphs 1 through 60 as if fully set forth hereinafter and further alleges that Defendants have engaged in a pattern of acts



and practices designed to coerce consumers and induce consumers to engage in business with them, without including the specific, statutory language required in their home solicitation contracts.

94. Section 501.055, Florida Statutes, establishes “violations of any of the provisions of 501.025-501.047 is a misdemeanor of the first degree, punishable as provided in Florida Statutes 775.082 or 775.083.”

95. Defendants have violated and continue to violate § 501.031, Florida Statutes, by failing to include specific, statutory language under the caption, “BUYER’S RIGHT TO CANCEL” in their home solicitation contracts.

96. Section 501.203(3)(c), Florida Statutes, states that a violation of Chapter 501, Part II, may be based on 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.”

97. As set forth above and in paragraphs 1 through 60 herein, Defendants violated the provisions of § 501.031, Florida Statutes, and therefore have engaged in deceptive and unfair acts and practices in trade or commerce, in violation of § 501.204, Florida Statutes, and are subject to civil penalties and equitable remedies as imposed therein.

98. Defendants willfully engaged in the acts and practices alleged herein.

99. These above-described acts and practices of Defendants have injured and will likely continue to injure and prejudice the public.

100. Unless Defendants are temporarily and permanently enjoined from engaging further in the acts and practices complained herein, the 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 enter an Order granting:

1. Temporary and permanent injunctive relief prohibiting Defendants and their officers, agents, servants and employees, and those persons in active concert or participation with those 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 the maintenance, repair, or the replacement of air conditioning units or involves home solicitation sales;

2. Full restitution to all consumers who were deceived by Defendants in connection with the needless repairs or replacement of air conditioning units;

3. Civil penalties against Defendants in the amount of ten thousand dollars (\$10,000.00) for each violation of Chapter 501, Part II, Florida Statutes, pursuant to § 501.2075, Florida Statutes; and for each violation of § 501.059, Florida Statutes, and civil penalties in the amount of fifteen thousand dollars (\$15,000.00) for each violation victimizing a senior citizen, pursuant to § 501.2077, Florida Statutes;

4. Reasonable attorney's fees and costs awarded to the Department of Legal Affairs pursuant to §§ 501.2105 and 501.2075, Florida Statutes; and

5. Such other and further relief as may be just and equitable.

Dated this 9th day of December, 2013.

Respectfully submitted,

PAMELA JO BONDI  
ATTORNEY GENERAL

/s/ Robert J. Follis  
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