

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

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

Plaintiff,

v.

KINNECORPS, LLC, a Florida Limited
Liability Company; and ROGER VAN DEN
BOSCH, JR., individually and as manager
of Kinneccorps, LLC,

Defendants.

Case No.:

Division:

**COMPLAINT FOR INJUNCTIVE RELIEF, RESTITUTION, CIVIL
PENALTIES, AND OTHER STATUTORY AND EQUITABLE RELIEF**

Plaintiff, Office of the Attorney General, State of Florida, Department of
Legal Affairs (the “Attorney General”), sues Defendants KINNECORPS, LLC, a
Florida Limited Liability Company; and ROGER VAN DEN BOSCH, JR.,
individually and as manager of Kinneccorps, LLC (collectively referred to herein as
“Defendants”), and alleges:

Jurisdiction and Venue

1. This is an action pursuant to the Florida Deceptive and Unfair Trade
Practices Act (“FDUTPA”), Chapter 501, Part II, Florida Statutes (2018), to obtain
temporary, preliminary and permanent injunctive relief, restitution, disgorgement
of ill-gotten monies, civil penalties, as well as other available statutory and
equitable relief, for Defendants’ acts or practices in violation of FDUTPA.

2. The Court has subject matter jurisdiction pursuant to section 26.012, Florida Statutes, and FDUTPA.

3. Pursuant to section 47.011, Florida Statutes, venue is proper in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida, as the individual Defendant resides in Duval County and the principal place of business for the limited liability company Defendant is also in Duval County.

4. At all times material to this Complaint, the Defendants solicited consumers as defined in section 501.203(7), Florida Statutes.

5. At all times material to this Complaint, the Defendants engaged in trade or commerce as defined in section 501.203(8), Florida Statutes.

6. At all times material to this Complaint, the Defendants offered or provided goods or services as defined in section 501.203(8), Florida Statutes.

7. Pursuant to sections 95.11(3) and 501.207(5), Florida Statutes, all of the acts, practices, occurrences, and transactions upon which this Complaint is based occurred within four (4) years of the filing of the Complaint.

The Parties

8. The Attorney General is an “enforcing authority” under FDUTPA and is authorized to bring this action and seek injunctive and other statutory relief pursuant to sections 501.207, 501.2075, and 501.2077, Florida Statutes.

9. Pursuant to section 501.203(2), Florida Statutes, the alleged statutory violations occurred in or affected residents of more than one judicial circuit in the State of Florida.

10. Pursuant to section 501.207(2), Florida Statutes, the Attorney General conducted an investigation of the alleged matters, and Florida Attorney General Ashley Moody determined that this enforcement action against the Defendants serves the public interest.

11. Defendant KinneCorps, LLC, (“KINNECORPS”) is a Florida Limited Liability Company doing business in Florida and is registered with the Florida Department of State as an active entity with a principal address of 8761 Perimeter Parke [sic] Blvd., Suite 105, Jacksonville, Florida 32216.

12. Defendant Roger Van Den Bosch, Jr. (“RVDB”) resides at 120 8th Avenue S., Apt. A, Jacksonville Beach, Florida 32250. In connection with the matters alleged herein, RVDB transacts or has transacted business in Florida.

RVDB’s Control of KINNECORPS

13. RVDB is a Manager of KINNECORPS. At all times material to this Complaint, acting alone or in concert with others, RVDB has formulated, directed, controlled, had the authority to control, or directly participated in the various acts and practices of KINNECORPS set forth in this Complaint.

14. At all times material to this Complaint, RVDB held, in his own name, a roofing contractor construction license from the City of Jacksonville under which KINNECORPS operated. KINNECORPS does not have its own construction license to conduct business operations.

15. RVDB possessed signatory authority, along with Jennifer Kinnebrew, on KINNECORPS' First Atlantic Bank company bank account.

16. Upon information and belief, RVDB possessed signatory authority on KINNECORPS' CHASE bank account, which is titled in the name of "Roger Van Den Bosch d/b/a Kinnekorps."

17. RVDB wrote checks on both KINNECORPS' First Atlantic Bank and CHASE company bank accounts.

18. RVDB also used KINNECORPS' First Atlantic Bank and CHASE company bank accounts to fund his personal expenditures.

19. RVDB's personal expenditures funded through KINNECORPS' bank accounts were unrelated to KINNECORPS' business operations.

20. Funds spent by RVDB for his personal expenses from the KINNECORPS company bank accounts were not available to be used for KINNECORPS' legitimate business expenses - such as repairing roofs.

The Defendants' Business Practices

21. Defendants have engaged in a course of conduct to solicit, offer to provide, sell, provide, or arrange for others to provide construction services, including but not limited to roof repairs and roof replacements to Florida consumers.

22. Defendants solicit consumers to sign a contract for the roofing work.

23. Defendants collect monies from the consumer directly and/or by collecting funds from the consumer's insurance carrier prior to commencing the roofing work.

24. Defendants do not perform the roofing work as promised.

25. Upon information and belief, at all times material to this Complaint, the roofing work that Defendants were to perform required a permit or permits under the applicable codes and ordinances.

26. Upon information and belief, in all instances material to this Complaint, Defendants did not apply for or obtain the necessary permits for the roofing work within the required statutory timeframe.

27. Upon information and belief, in all instances material to this Complaint, Defendants did not complete the roofing work.

28. Defendants also include a sizable penalty provision in their contracts with consumers, as follows:

If this contract is cancelled by the customer later than midnight of the 3rd business day from execution, customer shall pay twenty percent (30%) [sic] of insurance proceeds or \$3,000.00, whichever is greater, to Kinneccorps as compensation for said cancellation to be effective to cover inspection services, estimates, traveling and time spent with insurance and adjusters. Cancellation must be sent via certified mail to Kinneccorps.

29. Upon information and belief, this penalty provision inhibits consumers from hiring other roofing contractors to perform the needed roofing work. This penalty provision also prevents consumers from cancelling the contracts or requesting refunds when Defendants fail to perform.

30. Upon Information and belief, KINNECORPS and RVDB knew or should have known that Defendants were accepting funds from consumers and failing to fulfill Defendants' obligation to complete the roofing repairs.

31. As a result of Defendants' acts and practices, consumers suffered substantial economic injury, including, *inter alia*: a) loss of the consumer's payment of the consumer's insurance deductible for roofing work ultimately not performed; b) loss of the funds paid by consumers to Defendants for roofing work ultimately not performed; and c) the loss of the consumers' insurance funds taken by the Defendants without performing the roofing work.

32. As set forth in this Complaint, Florida consumers have been victims of Defendants' unlawful business practices.

33. Senior citizens and other such persons enumerated in section 501.2077, Florida Statutes, have been victims of Defendants' unlawful business practices.

34. Defendants' acts or practices in this Complaint were willful violations of FDUTPA as set forth in section 501.2075, Florida Statutes.

35. The Defendants' violations of FDUTPA have caused consumers to suffer past and ongoing substantial injury resulting in the unjust enrichment of the Defendants. Absent injunctive relief by the Court, the Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

Count I:

**Violation of FDUTPA
(Defendants' Unfair Business Acts or Practices)**

36. The Attorney General incorporates and adopts by reference paragraphs 1 through 35 as if set forth fully herein.

37. FDUTPA, specifically section 501.204(1), Florida Statutes, makes unlawful "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce."

38. As set forth herein, RVBD and KINNECORPS, acting through their employees, representatives and agents within the scope of their authority, engaged

in the following unfair acts or practices in the conduct of trade or commerce in violation of section 501.204(1), Florida Statutes:

- a. soliciting roofing jobs from consumers when Defendants lacked the necessary financial resources to begin or complete the work;
- b. taking payments from consumers for roofing jobs when Defendants were not going to perform the roofing work;
- c. taking consumers' insurance proceeds for roofing jobs when Defendants were not going to perform the roofing work; and
- d. failing to perform the roofing work.

39. In truth and in fact, Defendants failed to inform the consumers that Defendants lacked the necessary funds to begin or complete the work or that Defendants were not going to perform the roofing work. In addition, Defendants failed to perform the roofing work.

40. Consumers have suffered, and continue to suffer, substantial economic injury as a result of Defendants' continuing violations of FDUTPA.

41. The injuries suffered by consumers outweigh the benefits, if any, provided to the consumers by Defendants' actions.

42. The injuries suffered by the consumers due to Defendants' unfair acts or practices are not injuries that the consumers, themselves, could have reasonably avoided.

43. Defendants willfully engaged in the acts and practices set forth herein when Defendants either knew or should have known that such acts and practices were unfair or otherwise prohibited by law.

44. Pursuant to sections 501.207(1)(b) and (3), Florida Statutes, this Court is empowered to grant injunctive relief and such legal or other equitable relief as this Court may deem appropriate to halt and redress violations of any provision of law alleged in this Complaint. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including: rescission or reformation of contracts, appointment of a receiver, restitution, the refund of monies paid, the sequestration or freezing of assets, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of FDUTPA enforced by the Attorney General.

45. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

46. The Attorney General has incurred reasonable attorney's fees and costs in its investigation and in maintaining this action against the Defendants and, pursuant to sections 501.2075 and 501.2105, Florida Statutes, the Attorney General is entitled to an award of same.

Count II:
Violation of FDUTPA
(Defendants' Deceptive Business Acts or Practices)

47. The Attorney General incorporates and adopts by reference paragraphs 1 through 35 as if set forth fully herein.

48. FDUTPA, specifically section 501.204(1), Florida Statutes, makes unlawful “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

49. As set forth herein, RVDB and KINNECORPS, acting through their employees, representatives and agents within the scope of their authority, engaged in the following deceptive acts or practices in the conduct of trade or commerce in violation of section 501.204(1), Florida Statutes:

- a. soliciting roofing jobs from consumers when Defendants lacked the necessary financial resources to begin or complete the work, by, in part, representing that Defendants would perform the roofing work;
- b. continuing to represent to consumers that Defendants would perform the roofing work when, in fact, Defendants did not perform the roofing work;
- c. taking payments from consumers for roofing jobs when Defendants were not going to perform the roofing work; and

d. taking consumers' insurance proceeds for roofing jobs when Defendants were not going to perform the roofing work.

50. Defendants' actions were likely to deceive consumers, who acted reasonably under the circumstances.

51. Because of Defendants' actions, and to the consumers' detriment, the consumers have suffered, and continue to suffer substantial economic injury as a result of Defendants' continuing violations of FDUTPA.

52. Defendants willfully engaged in the acts and practices set forth herein when Defendants either knew or should have known that such acts and practices were deceptive or otherwise prohibited by law.

53. Pursuant to sections 501.207(1)(b) and (3), Florida Statutes, this Court is empowered to grant injunctive relief and such other relief as this Court may deem appropriate to halt and redress violations of any provision of law alleged in this Complaint. The Court, in the exercise of its equitable jurisdiction, may award ancillary relief, including: rescission or reformation of contracts, appointment of a receiver, restitution, the refund of monies paid, the sequestration or freezing of assets, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of FDUTPA enforced by the Attorney General.

54. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

55. The Attorney General has incurred reasonable attorney's fees and costs in its investigation and in maintaining this action against the Defendants and, pursuant to sections 501.2075 and 501.2105, Florida Statutes, the Attorney General is entitled to an award of same.

Prayer for Relief

WHEREFORE, pursuant to Chapter 501, Part II, Florida Statutes, and the Court's own powers to grant legal or equitable relief, the Attorney General respectfully requests that the Court:

- i. Enter a judgment in favor of the Attorney General and against Defendants, jointly and severally, on all Counts;
- ii. Enter an order imposing reasonable restrictions upon the future activities of Defendants by prohibiting Defendants from accepting monies for roof repair or replacement without timely obtaining the necessary construction permits and completing the roof work as promised;
- iii. Enter an Order: a) preventing the enforcement by Defendants of any liquidated damage or penalty provision in favor of KINNECORPS from any contract to provide roof repair or replacement; and b) preventing the enforcement by Defendants of any provision operating as an assignment of insurance benefits provision allowing Defendants to claim the consumers' insurance proceeds;

iv. Enter an Order requiring the Defendants provide restitution to consumers of all monies paid by consumers or their insurance companies for roofing projects where the Defendants: a) failed to complete the roofing project in full; or b) failed to begin the roofing project within 120 days of accepting monies from the consumer or the consumers' insurance carrier;

v. Award such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of FDUTPA, including but not limited to, rescission or reformation of contracts, the refund of monies paid, restitution, and disgorgement of all monies received by Defendants (either directly from the consumers or from the consumers' insurance companies) to perform roofing work where Defendants failed to perform the roofing work in full;

vi. Enter an order against the Defendants, jointly and severally assessing civil penalties in the amount of \$10,000 for each act or practice found to be in violation of section 501.2075, Florida Statutes;

vii. Enter an order against the Defendants, jointly and severally assessing civil penalties in the amount of \$15,000 for each act or practice found to be in violation of section 501.2077, Florida Statutes;

viii. Enter an order awarding the Attorney General its reasonable attorney's fees and costs of bringing and maintaining this action; and

ix. Enter an order granting such other relief as the Court deems just and proper, including, but not limited to, all other relief permissible under section 501.207(3), Florida Statutes.

Dated: March 5, 2019

Respectfully submitted,

ASHLEY MOODY
Attorney General of the State of Florida

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