

**IN THE CIRCUIT COURT OF THE SEVENTEETH JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA**

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

PLAINTIFF,

v.

CASE NO.: 15-CA-020157(25)

NETANEL BRUMAND, a/k/a Nate Brumand, an individual; YOSEPH CETTON, a/k/a “Joe” Cetton, a/k/a Joseph Cetton, an individual; BINIAMIN RAM, a/k/a Ben Ram, an individual; PALOMA FALCON-BENITEZ, a/k/a Ana Morales, an individual; MIRI LAZKO, a/k/a Mary Lazko, an individual; AIR CARE SOLUTIONS, LLC., a Florida limited liability company; AIR CARE SOLUTIONS, INC., a Florida corporation; AC FOR SALE, LLC., a Florida limited liability company; FEBREZ AC, LLC., a Florida limited liability company; FLA AC SERVICES AND DUCT CLEANING, LLC., d/b/a USAIR AC & DUCT, a Florida limited liability company; and USAIR DUCT AND AC, LLC., a Florida limited liability company;

Defendants, and

**KAREN EDELSBURG, an individual;
MIROLIO, INC., a Florida corporation;
USA WOW, INC., a Florida corporation;
ALIA FACTORY, INC., a Florida corporation; and
ALIA INVESTMENTS, INC., a Florida corporation;**

Relief Defendants.

COMPLAINT

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS, STATE OF FLORIDA (“Plaintiff” or the “Attorney General”), hereby sues Defendants **NETANEL BRUMAND, a/k/a Nate Brumand, a/k/a Nati Brumand, an individual**

(hereinafter “**BRUMAND**”); **YOSEPH CETTON**, a/k/a Joe Cetton, a/k/a Joseph Cetton, a/k/a Joe Cott, an individual (“hereinafter “**CETTON**”); **BINIAMIN RAM**, a/k/a Ben Ram, an individual (hereinafter “**RAM**”); **PALOMA FALCON-BENITEZ**, a/k/a Ana Morales, a/k/a Paloma Muraca Falcon Benitez, an individual (hereinafter “**FALCON-BENITEZ**”); **MIRI LAZKO**, a/k/a Mary Lazko, an individual (hereinafter “**LAZKO**”); all of whom are collectively referred to herein as “**THE INDIVIDUAL DEFENDANTS**”; and further sues **AIR CARE SOLUTIONS, LLC.**, a Florida limited liability company; **AIR CARE SOLUTIONS, INC.**, a Florida corporation; **AC FOR SALE, LLC.**, a Florida limited liability company; **FEBREZ AC, LLC.**, a Florida limited liability company; **FLA AC SERVICES AND DUCT CLEANING, LLC.**, d/b/a USAIR AC & DUCT, a Florida limited liability company; and **USAIR DUCT AND AC, LLC.**, a Florida limited liability company; (these entities and **THE INDIVIDUAL DEFENDANTS** are collectively referred to herein as “**THE DEFENDANTS**”); and further sues Relief Defendants **KEREN EDELSBURG**, an individual, **MIROLIO, INC.**, a Florida corporation, **USA WOW, INC.**, a Florida corporation, **ALIA FACTORY, INC.**, a Florida corporation, and **ALIA INVESTMENTS, INC.**, a Florida corporation (all of which are collectively referred to herein as “**THE RELIEF DEFENDANTS**”); and alleges as follows:

JURISDICTION AND VENUE

1. This is an action for temporary and permanent injunctive relief, equitable restitution, attorneys’ fees and costs, civil penalties, forfeiture and any other statutory relief available, pursuant to Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Part II, Florida Statute (“Fla. Stat.”) and Florida’s Theft Statute, Sections 812.012 - 812.037, Fla. Stat.

2. This Court has subject-matter jurisdiction pursuant to the provisions of FDUTPA, and Sections 26.012 and 812.035, Fla. Stat.

3. The statutory violations alleged herein occurred in or affected more than one judicial circuit in the State of Florida. Venue is proper in the Seventeenth Judicial Circuit as the statutory violations alleged herein occurred in Broward County, Florida. Additionally, **THE DEFENDANTS** operated as a common enterprise from offices and other business locations within Broward County, Florida, and elsewhere. Upon information and belief, Defendants **CETTON** and **RAM**, and Relief Defendant **EDELSBURG**, each also reside within Broward County, Florida.

4. **THE DEFENDANTS'** actions material to this Complaint have occurred within four (4) years of the filing of this action.

5. At all times material hereto, **THE DEFENDANTS** engaged in trade or commerce within the definition of Section 501.203(8), Fla. Stat. **THE DEFENDANTS** advertise, offer, solicit, and/or provide heating, ventilation and air conditioning (“HVAC”) services, as well as and HVAC system repair, installation and maintenance services, which constitute “goods, services and/or property” within the meaning of Section 501.203(8), Fla. Stat., at all times material hereto.

6. At all times material hereto, **THE DEFENDANTS** directly and indirectly solicited consumers within the definition of Section 501.203(7), Fla. Stat.

7. At all times material hereto, **THE DEFENDANTS** directly and indirectly conducted “home solicitation sales” within the definition of Section 501.021(1) of Florida’s Home Solicitation Sale Act, Sections 501.021 – 501.055, Fla. Stat. (hereinafter referred to as the “Home Solicitation Sale Act”), and “door-to-door sales” within the definition of the Federal

Trade Commission (“FTC”) Rule Concerning Cooling-Off Period For Sales Made At Homes Or At Certain Other Locations, 16 C.F.R., Part 429 (hereinafter referred to as the “Door-to-Door Sales Rule”).

8. **THE DEFENDANTS**, at all material times hereto, possessed actual and/or constructive knowledge of the unfair and/or deceptive acts and practices complained of in this Complaint, they participated directly or indirectly, through affiliates, agents, owners, employees, or other representatives in the unfair and/or deceptive acts and practices as set forth herein, they controlled said acts and practices and/or had the authority to control them.

SUMMARY OF COMPLAINT

9. Since an unknown date, but at least in or about January 2009, **THE DEFENDANTS** have operated and functioned as a common enterprise for the purpose of generating illicit proceeds by unfairly and deceptively marketing and selling to the public various air conditioning, heating and ventilation products and services. Among other things, **THE DEFENDANTS’** enterprise (referred to herein as “**AIR CARE Enterprise**” or “**the Enterprise**”) has deceptively offered and sold air conditioner units, parts and supplies, air conditioner repair, maintenance and installation services, as well as air duct cleaning, dryer vent cleaning and mold remediation services (“AC Services” or “HVAC Services”) to thousands of consumers residing in Florida, Georgia, North Carolina, New Jersey, Virginia, Maryland and elsewhere. During the course of the scheme, **THE DEFENDANTS** have obtained millions of dollars in proceeds from these consumers.

10. **THE DEFENDANTS** essentially employ “bait and switch” tactics, using deceptive advertising as a means to gain entry into the consumers’ homes. Using various forms of media advertisements, the **AIR CARE Enterprise** offers to provide AC Services to

consumers at highly discounted prices. However, **THE DEFENDANTS** do not require, or even encourage their sales representatives to actually provide such services at the discounted price advertised, and instead they greatly incentivize their employees to do otherwise.

11. For example, one of the most common advertisements employed by the **AIR CARE Enterprise** offers to provide air duct cleaning services for as little as \$18.00 per AC unit, which supposedly includes an “unlimited” number of vents per air conditioner unit. Consumers who respond to these advertisements reasonably expect **THE DEFENDANTS** to provide the specified AC Services at the advertised price. Instead, the consumers are unexpectedly confronted with an aggressive “bait and switch” sales scheme. The **AIR CARE Enterprise** employees use high pressure scare tactics, intimidation and false claims to coerce these consumers (many of whom are elderly or otherwise infirm) into paying for expensive, unrequested and/or unnecessary AC Services (such as mold remediation, UV lights, new air conditioning systems and/or parts), costing hundreds of dollars or more. Adding insult to injury, many of the consumers who fall for **THE DEFENDANTS**’ “bait and switch” tactics do not even receive the AC Services they were lead to believe had been purchased.

12. **THE DEFENDANTS**’ deceptive scheme has victimized many thousands of consumers and has generated many millions of dollars in illicit proceeds and ill-gotten gains. The illicit proceeds received from these consumers are often commingled by the **AIR CARE Enterprise** and transferred among numerous individual and/or business bank accounts that were opened and controlled by **THE INDIVIDUAL DEFENDANTS**, including **BRUMAND, CETTON, RAM** and/or **FALCON-BENITEZ**. These proceeds are used to, among other things, promote and further carry on the unlawful activities of **the Enterprise** and to personally enrich **THE INDIVIDUAL DEFENDANTS** and their affiliates.

13. In connection with their deceptive scheme, **THE DEFENDANTS** have also conducted numerous financial transactions with the proceeds of their unlawful activities in order to conceal the true nature, source and location of the proceeds. In connection with their deceptive scheme, **THE DEFENDANTS** have transferred, directly and indirectly, millions of dollars of illicit proceeds to various affiliates, including, but not limited to, **THE RELIEF DEFENDANTS**.

14. The Attorney General has reviewed more than 500 consumer complaints registered against **THE DEFENDANTS** for engaging in the false, unfair and deceptive business practices through the **AIR CARE Enterprise**. The bulk of these victims have been unable to obtain redress from **the Enterprise**, which uses multiple corporations to shield and conceal the illicit proceeds generated from the scheme. Among other things, **THE DEFENDANTS** create and utilize numerous legal entities over various time periods, then allow these entities to be voluntarily or administratively dissolved. As a result, the extended, multi-year service contracts the entity sold to consumers are rendered worthless, and the consumer has little recourse against the defunct entity. By hiding behind these artificial entities, affiliates of the **AIR CARE Enterprise** are able to blatantly disregard numerous consumer protection laws, conceal and/or ignore various prior consumer complaints, lawsuits filed and judgments entered in favor of consumers against the Corporate Defendants based on the type of acts and practices described herein.

THE PLAINTIFF

15. The Attorney General is an enforcing authority of FDUTPA pursuant to Fla. Stat. Section 501.203(2), and is authorized to pursue this action to enjoin violations of FDUTPA, as well as to obtain declaratory, legal, equitable or other appropriate relief, including rescission or

reformation of contracts, restitution, the refund of monies paid, disgorgement, civil penalties, attorney's fees and cost, forfeiture or other relief as may be provided under Sections 501.207, 501.2075, 501.2077, 501.2105 and 812.035.

16. The Attorney General has conducted an investigation, and the head of the enforcing authority, Attorney General Pam Bondi, has determined that an enforcement action serves the public interest, as required by Section 501.207(2), Fla. Stat. A copy of said determination is attached and incorporated herein as Plaintiff's **Exhibit A**.

THE DEFENDANTS

Corporate Defendants

17. Defendant **AIR CARE SOLUTIONS, LLC**. (hereinafter referred to as "**ACS-LLC**") is a voluntarily dissolved Florida corporation, with a principal place of business located at 6244 Miramar Parkway, Miramar, Florida. Defendants **BRUMAND** and **RAM** formed Defendant **ACS-LLC** on or about May 30, 2012. On or about April 30, 2015, Defendant **BRUMAND** filed Articles of Dissolution with the State of Florida on behalf of Defendant **ACS-LLC**. At all times material hereto, Defendants **BRUMAND**, **CETTON**, **RAM** and **FALON-BENITEZ** have served as a Manager and/or Managing-member of **ACS-LLC**, and each has been listed as an authorized signer on one or more bank accounts opened by **ACS-LLC**.

18. Defendant **AIR CARE SOLUTIONS, INC.**, (hereinafter referred to as "**ACS-Inc**") is a voluntarily dissolved Florida corporation, with a principal place of business located at 5783 Mining Terrace, Unit 3, Jacksonville, Florida. Defendant **BRUMAND** formed Defendant **ACS-Inc** on or about June 7, 2010, and served as its President until filing Articles of Dissolution with the State of Florida on or about April 30, 2013. During that time period, Defendants **RAM** and/or **FALCON-BENITEZ** have each served as an officer (vice president) of **ACS-Inc**.

Although Defendant **CETTON** was not registered with the State of Florida as an officer or director of **ACS-Inc**, he was an authorized signer on various bank accounts opened and maintained by Defendant **ACS-Inc** (along with Defendants **BRUMAND** and **RAM**) during all periods material hereto.

19. Defendant **AC FOR SALE, LLC.** (hereinafter referred to as “**AC FOR SALE**”) is an active, for-profit limited liability company organized under the laws of Florida on or about January 19, 2012, with a principal place of business located at 9655 Florida Mining Blvd. West, Unit 409, Jacksonville, Florida. At all times material hereto, Defendant **BRUMAND** has served as a Manager and/or Managing-member of **AC FOR SALE**, and was the authorized signer on at least one of the bank accounts opened and maintained by Defendant **AC FOR SALE**. Defendants **CETTON** and **RAM** have also served as a Manager and/or Managing-member of **AC FOR SALE**.

20. Defendant **FEBREZ AC, LLC.** (hereinafter referred to as “**FEBREZ**”) is an active, for-profit limited liability company organized under the laws of Florida on or about July 17, 2013, with a principal place of business located at 9655 Florida Mining Blvd. West, Unit 409, Jacksonville, Florida. Defendant **FEBREZ** also maintains an office in Broward County, Florida, located at 4000 Hollywood Boulevard, Suite 135-S, Hollywood, Florida. At all times material hereto, Defendant **BRUMAND** has served as a Manager and/or Managing-member of **FEBREZ**, and Defendants **BRUMAND** and **FALCON-BENITEZ** were the authorized signers on at least two bank accounts opened and maintained by Defendant **FEBREZ**.

21. Defendant **FLA AC SERVICES AND DUCT CLEANING, LLC.** d/b/a USAIR AC & DUCT (“**FL AC SERVICES**”), is a dissolved Florida limited liability company, with a principal place of business located at 1839 SW 31st Avenue, Building Q, Bay 1, Pembroke Park,

Florida. Defendant **FL AC SERVICES** was formed on or about September 24, 2009 by Defendants **CETTON** and **RAM**, both of whom have served as Managers and/or Manager-members of the company. On or about January 4, 2012, Defendants **CETTON** and **RAM** filed Articles of Dissolution with the State of Florida on behalf of Defendant **FL AC SERVICES**. At all times material hereto, Defendants **BRUMAND**, **CETTON** and **RAM** were the authorized signers on one or more bank accounts opened and maintained by Defendant **FL AC SERVICES**.

22. Defendant **USAIR DUCT AND AC, LLC.**, (hereinafter referred to as “**USAIR-LLC**”) is an active, for-profit limited liability company organized under the laws of Florida on or about October 26, 2009, with a principal place of business located at 1839 SW 31st Avenue, Building Q, Bay 1, Pembroke Park, Florida. Defendant **USAIR-LLC** has also operated from facilities located in Beltsville, Maryland and College Park, Maryland. At all times material hereto, Defendants **CETTON**, **RAM** and **LAZKO** served as a Manager and/or Manager-member of **USAIR-LLC**.

Individual Defendants

23. Defendant **BRUMAND**, a/k/a Nate Brumand, is an adult male over the age of twenty one and is *sui juris*. Upon information and belief, Defendant **BRUMAND** is not in the military service and currently resides in Jacksonville, Duval County, Florida. Defendant **BRUMAND** transacts or has transacted business on behalf of the **AIR CARE Enterprise** in Broward County, Florida and elsewhere at all times material hereto.

24. Defendant **BRUMAND**, at all times material hereto, has actively participated in the **AIR CARE Enterprise**, and has managed, controlled and/or has had the authority to control the operations and activities of numerous **AIR CARE Enterprise** affiliates, including the

Corporate Defendants and two Relief Defendants named herein. Among other things, Defendant **BRUMAND** actively managed and supervised the day-to-day activities of employees working out of the **AIR CARE Enterprise** offices located in Jacksonville, Florida, including, but not limited to, scheduling and overseeing the “service visits” to consumers’ homes conducted by **the Enterprise** technicians.

25. Defendant **BRUMAND** has also been an authorized signer on numerous bank accounts that were opened and maintained by **the Enterprise**, including, but not limited to, one or more accounts opened in the name of the following Corporate Defendants: **ACS-LLC; ACS-Inc.; AC FOR SALE, FEBREZ;** and **FL AC SERVICES**. Defendant **BRUMAND** also maintained at least one joint bank account with Defendant **FALCON-BENITEZ**, which account was used to conduct financial transactions with illicit proceeds received by other Enterprise affiliates.

26. Defendant **CETTON**, a/k/a “Joe” Cetton, a/k/a Joseph Cetton, is an adult male over the age of twenty one and is *sui juris*. Upon information and belief, Defendant **CETTON** is not in the military service, he currently resides in Cooper City, Broward County, Florida, and he is related (an uncle) to Defendant **RAM**. Defendant **CETTON** transacts or has transacted business on behalf of the **AIR CARE Enterprise** in Broward County, Florida and elsewhere at all times material hereto.

27. Defendant **CETTON**, at all times material hereto, has actively participated in the **AIR CARE Enterprise**, and has managed, controlled and/or has had the authority to control the operations and activities of numerous **AIR CARE Enterprise** affiliates, including the Corporate Defendants named herein as well as Relief Defendant **MIROLIO, INC**. Among other things, Defendant **CETTON**, along with Defendant **RAM**, actively managed and supervised the

activities of the employees working out of the **AIR CARE Enterprise** offices located in Broward County, Florida, including, but not limited to, scheduling and overseeing the “service visits” to consumers’ homes conducted by **the Enterprise** technicians. Defendant **CETTON** has also been an authorized signer on numerous bank accounts utilized by the **AIR CARE Enterprise**, including, but not limited to, one or more accounts opened and maintained by Corporate Defendants **ACS-LLC, ACS-Inc, and FL AC SERVICES**.

28. Defendant **RAM** is an adult male over the age of twenty one and is *sui juris*. Upon information and belief Defendant **RAM** is not in the military service, he currently resides with his wife, Relief Defendant **EDELSBURG**, in Cooper City, Broward County, Florida, and he is the nephew of Defendant **CETTON**. Defendant **RAM** transacts or has transacted business on behalf of the **AIR CARE Enterprise** in Broward County, Florida and elsewhere at all times material hereto.

29. Defendant **RAM**, at all times material hereto, has actively participated in the **AIR CARE Enterprise**, and has managed, controlled and/or has had the authority to control the operations and activities of numerous **AIR CARE Enterprise** affiliates, including the Corporate Defendants named herein as well as Relief Defendant **USA WOW, INC**.

30. Defendant **RAM**, along with Defendant **CETTON**, actively managed and supervised the activities of the employees working out of the **AIR CARE Enterprise** offices located in Broward County, Florida, including, but not limited to, scheduling and overseeing the “service visits” to consumers’ homes conducted by **the Enterprise** technicians. In addition, Defendant **RAM** was actively involved with the advertising and marketing of AC Services to consumers on behalf of the **AIR CARE Enterprise**.

31. Defendant **RAM** was also an authorized signer on numerous bank accounts utilized by the **AIR CARE Enterprise**, including, but not limited to, one or more accounts opened and maintained by Corporate Defendants **ACS-LLC**, **ACS-Inc**, and **FL AC SERVICES**. Defendant **RAM** also maintained one or more bank accounts in his own name, which were used to conduct financial transactions with illicit proceeds received by other Enterprise affiliates.

32. Defendant **FALCON-BENITEZ**, a/k/a, Ana Morales, is an adult female over the age of twenty one and is *sui juris*. Upon information and belief Defendant **FALCON-BENITEZ** is not in the military service and currently resides in Jacksonville, Duval County, Florida. Defendant **FALCON-BENITEZ** transacts or has transacted business on behalf of the **AIR CARE Enterprise** in Broward County, Florida and elsewhere at all times material hereto.

33. Defendant **FALCON-BENITEZ**, at all times material hereto, has actively participated in the **AIR CARE Enterprise**, and has managed, controlled and/or has had the authority to control the operations and activities of numerous **AIR CARE Enterprise** affiliates, including several of the Corporate Defendants named herein. Among other things, Defendant **FALCON-BENITEZ** is licensed by the Florida Department of Business and Professional Regulation as the Financial Responsible Officer (“FRO”) for Defendant **ACS-LLC** and has served as a Manager and/or Manager-member of that entity; she has also served as an officer (Vice President) of Defendant **ACS-Inc**.

34. Defendant **FALCON-BENITEZ** worked as a supervisor primarily out of the **AIR CARE Enterprise** offices located in Jacksonville, Florida. Among other things, Defendant **FALCON-BENITEZ** directly supervised **the Enterprise** appointment setters, coordinated with its technicians, handled payroll and accounting functions, and was involved in overseeing the

calculation of commission payments made to **the Enterprise's** sales representatives and/or technicians. Defendant **FALCON-BENITEZ** was made aware of, and was responsible for reviewing, the numerous complaints that were being called into the **AIR CARE Enterprise's** office in Jacksonville, Florida on a daily basis from consumers alleging various deceptive acts and practices consistent with those alleged herein. When responding over the telephone to a consumer regarding their complaint, Defendant **FALCON-BENITEZ** would often identify herself using the alias name "Ana Morales," rather than use her own name.

35. Defendant **FALCON-BENITEZ** was also an authorized signer on numerous bank accounts utilized by the **AIR CARE Enterprise**, including, but not limited to, one or more accounts opened and maintained by Defendants **ACS-LLC** and **FEBREZ**. She also signed employment contracts with at least one of the "primary qualifiers" purportedly utilized by **ACS-LLC**. As a part of her compensation for supervising **the Enterprise** employees, Defendant **FALCON-BENITEZ** regularly received checks from one or more Enterprise affiliates since at least in or about May 2012.

36. Defendant **LAZKO**, a/k/a Mary Lazko, is an adult female over the age of twenty one and is *sui juris*. Upon information and belief Defendant **LAZKO** is not in the military service and currently resides in Maryland. Defendant **LAZKO** transacts or has transacted business on behalf of the **AIR CARE Enterprise**, directly or indirectly, (including through call centers) in Broward County, Florida and elsewhere at all times material hereto.

37. Defendant **LAZKO**, at all times material hereto, has actively participated in the **AIR CARE Enterprise**, and has managed, controlled and/or has had the authority to control the operations and activities of several of the **AIR CARE Enterprise** affiliates, including at least one of the Corporate Defendants (**USAIR-LLC**) named herein.

38. Defendant **LAZKO**, along with Defendants **CETTON** and **RAM**, actively managed and supervised the activities of the employees working out of the **AIR CARE Enterprise** offices located in College Park and/or Beltsville, Maryland, including, but not limited to, scheduling and overseeing the “service visits” to consumers’ homes conducted by **the Enterprise** technicians. In addition, Defendant **LAZKO** was actively involved with the advertising and marketing of AC Services to consumers on behalf of the **AIR CARE Enterprise**.

39. Defendant **LAZKO** was aware of the numerous consumer complaints that were being filed against the Corporate Defendants and other Enterprise affiliates, and she responded to some of the complaints on behalf of **the Enterprise**.

THE RELIEF DEFENDANTS

40. Relief Defendant **KEREN EDELSBURG** (“**EDELSBURG**”) is an adult female over the age of twenty one and is *sui juris*. Upon information and belief Relief Defendant **EDELSBURG** is not in the military service, and currently resides with her husband, Defendant **RAM**, in Cooper City, Broward County, Florida. Since in or about May 2012, Relief Defendant **EDELSBURG** received an unknown amount, but at least approximately \$2.4 million of illicit proceeds from consumers through the **AIR CARE Enterprise**, which payments were made to one or more financial accounts established in her name. Relief Defendant **EDELSBURG** was also an accounting employee of the **Enterprise** and worked from its offices in Broward County, Florida.

41. Relief Defendant **MIROLIO, INC.**, (hereinafter referred to as “**MIROLIO**”), is an active, for profit Florida corporation, which previously reported its principal place of business to be located at 6244 Miramar Parkway, Miramar, Florida; Relief Defendant

MIROLIO shared this address with Defendant **ACS-LLC** and Relief Defendant **USA WOW, INC.** At all times material hereto, Defendant **CETTON** was registered as the sole officer (President) of Relief Defendant **MIROLIO**. Since in or about December 2012, Relief Defendant **MIROLIO** received an unknown amount, but at least approximately \$120,000, of illicit proceeds from consumers through the **AIR CARE Enterprise**.

42. Relief Defendant **USA WOW, INC.**, (hereinafter referred to as “**WOW-Inc**”), is an active, for profit Florida corporation, which previously reported its principal place of business to be located at 6244 Miramar Parkway, Miramar, Florida; Relief Defendant **WOW-Inc** shares this address with Defendant **ACS-LLC** and Relief Defendant **MIROLIO**. At all times material hereto, Defendant **RAM** was registered as the sole officer (President) of Relief Defendant **WOW-Inc**. Since in or about December 2012, Relief Defendant **WOW-Inc** received an unknown amount, but at least approximately \$95,000, of illicit proceeds from consumers through the **AIR CARE Enterprise**.

43. Relief Defendant **ALIA FACTORY, INC.** (hereinafter referred to as “**ALIA FACTORY**”), is an administratively dissolved Florida corporation, with a principal place of business located at 9381 Beauclerc Wood Lane North, Jacksonville, Florida. At all times material hereto, Defendant **BRUMAND** was registered as the sole officer (President) of Relief Defendant **ALIA FACTORY**. Since in or about December 2012, Relief Defendant **ALIA FACTORY** received an unknown amount, but at least approximately \$56,000, of illicit proceeds from consumers through the **AIR CARE Enterprise**.

44. Relief Defendant **ALIA INVESTMENTS, INC.** (hereinafter referred to as “**ALIA INVESTMENTS**”), is an active, for profit Florida corporation, with a principal place of business located at 9622 Abby Glen Circle, Jacksonville, Florida. At all times material hereto,

Defendant **BRUMAND** was registered as the sole officer (President) of Relief Defendant **ALIA INVESTMENTS**. Since in or about December 2012, Relief Defendant **ALIA FACTORY** received an unknown amount, but at least approximately \$26,000, of illicit proceeds from consumers through the **AIR CARE Enterprise**.

THE DEFENDANTS' BUSINESS PRACTICES

DECEPTIVE SALES SCHEME

45. Since at least, in or about January 2009, **THE DEFENDANTS** have engaged in an unlawful, “bait and switch” scheme, whereby consumers are deceptively coerced into purchasing expensive and/or unnecessary AC Services, which in many cases the consumer never even actually receives. **THE DEFENDANTS** conduct their scheme through the Corporate Defendants and other affiliates, which operate as a common enterprise.

46. As a part of their scheme, **THE DEFENDANTS** falsely advertise to provide specific AC Services at significantly discounted prices in order to bait unsuspecting consumers into scheduling an appointment with one of their representatives. **THE DEFENDANTS** aggressively advertise the AC Services through a variety of means, including weekly or monthly mailers (such as “ValPak”), local coupon publications (such as the “Clipper” magazine), via websites and online advertisements. In various printed advertisements, **THE DEFENDANTS** boast that the specified **Air Care Enterprise** entity is “Rated #1 in Customer Satisfaction,” and is a purported “AIR QUALITY SPECIALIST.”

47. **THE DEFENDANTS'** advertisements lure potential customers with “low-ball” quotes for the AC Services that are well below market rates for those purported services. For example, **THE DEFENDANTS** have advertised to provide full air system vent cleaning services for as little as \$18.00, when such services typically cost from \$450 to \$1,000. Moreover, **THE**

DEFENDANTS do not require, or even encourage, their representatives to actually honor the advertised price, and in fact they greatly incentivize their sales employees to do otherwise.

48. Additionally, **THE DEFENDANTS'** advertisements target “seniors, military personnel and expectant mothers” by offering an additional supposed “discounts” on top of **THE DEFENDANTS'** already below market rates for the AC Services. In this regard, **THE DEFENDANTS'** scheme is designed to attract potentially vulnerable victims and those who might otherwise be easily misled by their sales representative during the “bait and switch” ploy.

49. In addition, **THE DEFENDANTS'** advertisements typically do not disclose any significant limitations or other qualifying conditions attached to their offer regarding the “discounted” AC Services. Nevertheless, **THE DEFENDANTS** regularly impose such limitations and/or conditions upon consumers at the time the purported AC Services are to be provided, which essentially negates the “bargain” price.

**THE AIR CARE ENTERPRISE DOES NOT DELIVER THE
AC SERVICES AS ADVERTISED TO THE CONSUMERS**

50. Consumers who are enticed by **THE DEFENDANTS'** deceptive “low ball” advertisements are directed to call the **AIR CARE Enterprise** via a toll-free number to schedule an appointment to receive the advertised AC Services. Consumers throughout Florida, Georgia, New Jersey, North Carolina, Maryland and Virginia who call the advertised, toll-free number are connected with **the Enterprise's** call center located in Broward County, Florida.

51. Upon arrival at the consumers' homes, **THE DEFENDANTS'** representatives routinely do not provide the requested AC Services at the advertised price. Instead, the representatives aggressively attempt to pressure the consumer into immediately purchasing much more expensive and/or unnecessary AC Services, such as mold remediation, air vent sanitization,

various replacement parts for the existing system and in some cases the purchase of an entire new air conditioning system.

52. Consumers who respond to **the Enterprise's** advertisements reasonably believe that **THE DEFENDANTS'** representatives are coming into their homes to perform the work that was previously advertised by **the Enterprise**, and requested by the consumer. As such, these consumers (many of whom are seniors) are often caught off-guard and are vulnerable to **THE DEFENDANTS'** coercive and deceptive sales tactics.

53. Once inside an unsuspecting consumer's home, **THE DEFENDANTS'** representatives employ a high-pressure and misleading sales pitch designed to immediately sell the more expensive, and often unnecessary, AC Services to that consumer.

54. For example, after taking a quick look at a consumer's existing air system, **THE DEFENDANTS'** representatives will generally claim to the consumer that the advertised services cannot be performed for a variety of concocted excuses. **THE DEFENDANTS'** representatives will often falsely claim that the consumer's air system is "excessively dirty," "contaminated" or is otherwise defective and therefore posing a health risk to the consumer. **THE DEFENDANTS'** representatives also frequently refer to fictitious, and previously undisclosed, "limitations" or other restrictive conditions, which they claim prevent the job from being completed at the previously advertised price (or purportedly make the advertised services essentially useless). As a part of the scheme, **THE DEFENDANTS'** representatives then offer to provide a variety of other, more expensive, AC Services on the spot to remedy the consumers' "air system problems."

55. In some cases, when consumers have refused to purchase the additional AC Services, **THE DEFENDANTS**' representatives have left the consumers' homes, refusing to provide the advertised AC Service that the consumer had originally scheduled.

The Individual Defendants Are Orchestrating the Scheme

56. **THE INDIVIDUAL DEFENDANTS** participate directly and indirectly in the **AIR CARE Enterprise** "bait and switch" scheme. Among other things, they essentially discourage their representatives from actually selling the advertised (discounted) AC Services to consumers, and instead, encourage their representatives to participate in the scheme. In that regard, **THE DEFENDANTS** permit, if not instruct, their representatives to utilize a false and deceptive sales pitch in order to coerce the consumer into purchasing additional, more expensive, unrequested, and often unnecessary AC Services during their service visits.

57. Consumers who call **the Enterprise** in response to their advertisements are told that the requested services should only take about 30-45 minutes to complete. Nevertheless, Defendant **BRUMAND** regularly directed **the Enterprise's** staff to schedule a four (4) hour block of time for each home visit, thereby ensuring a sufficient amount of time for the additional, unrequested AC Services to be pitched, upsold and purportedly completed.

58. **THE INDIVIDUAL DEFENDANTS** also provide a financial inducement to encourage **the Enterprise** representatives to participate in the "bait and switch" ploy. In that regard, **THE INDIVIDUAL DEFENDANTS** cause the Corporate Defendants to pay their service employees only a minimal amount for each service visit initiated in response to one of their advertised "specials." However, **THE DEFENDANTS** offer and pay these employees additional "bonuses" based on a percentage of the amount received by the **AIR CARE Enterprise** for each additional sale or service charge imposed on the consumers during the

scheduled home visit. As indicated above, Defendants **FALCON-BENITEZ** and **RAM** directly oversee the calculation and/or payment of these “bonuses” to the **Enterprise’s** employees working in the Jacksonville, Florida, and Broward County, Florida offices, respectively. Defendant **LAZKO** is responsible for supervising the employees and technicians working out of **the Enterprise** offices in Maryland.

59. As a result of these financial incentives, **THE DEFENDANTS’** representatives often spend well more than an hour trying to coerce the consumer into buying expensive, unrequested, and often unnecessary AC Services. These lengthy and aggressive sales pitches often make the vulnerable (often elderly) consumers feel unduly pressured and even unsafe. In fact, some of these consumers felt they had to purchase the additional AC Services just to get **THE DEFENDANTS’** representatives to leave their homes.

60. The actual sales pitches used by **THE DEFENDANTS’** representatives are rife with false and/or misleading representations. One of their most widely used sales tactics is to falsely declare that the consumers’ air systems contain hazardous mold, which the representative claims will create a serious health risk to the vulnerable consumer unless immediately remedied by the **AIR CARE Enterprise**. **THE INDIVIDUAL DEFENDANTS** are in regular communication with their representatives during the service visits, they are aware of the services being offered and they approve the sale of those services to the consumer.

61. **THE INDIVIDUAL DEFENDANTS** know, or should know; that their representatives do not have an appropriate basis in fact for making these “mold assessments,” particularly since they are being made by the representative immediately, “on the spot.” In many cases, **THE DEFENDANTS’** representatives make these “mold assessments” after merely

glancing at the consumers' air ducts, and without taking proper samples or conducting any detailed evaluation as necessary to comply with industry standards for performing such services.

62. In addition, **THE DEFENDANTS**, and their representatives, regularly misrepresent to consumers, expressly and/or by implication, that they are qualified to perform "mold assessment" and/or "mold remediation" services. However, as **THE DEFENDANTS** well know, **THE INDIVIDUAL DEFENDANTS** do not have the proper licenses and/or training required by the State of Florida to perform such services, and upon information and belief, neither do **THE DEFENDANTS'** representatives. In addition, as **THE INDIVIDUAL DEFENDANTS** well know, **THE DEFENDANTS'** representatives perform, or offer to perform their supposed "mold remediation" services immediately upon making their bogus "mold assessments," contrary to Florida's Mold-Related Services Act (which prohibits such activities within a 12 month period, unless such services are provided by licensed contractors).¹

63. At various times, **the Enterprise** hired licensed contractors in Florida as "qualifying agents" who could oversee work being performed by **the Enterprise's** employees (i.e., service technicians) and thereby enable **the Enterprise** to comply with the Mold-related Services Act. However, upon information and belief, the service technicians were actually unlicensed "independent contractors" rather than "employees" of an **AIR CARE Enterprise** entity, and accordingly they were not properly "qualified" to perform mold-related services. Moreover, on numerous occasions, **the Enterprise's** service technicians performed mold

¹ Specifically, Section 468.8419, Fla. Stat., prohibits a mold remediator (who is not a certified, Division I contractor under Section 489.105(3), Fla. Stat.), or a company that employs such a mold remediator, from performing or offering to perform any mold remediation to a structure on which the mold assessor or the mold assessor's company provided a mold assessment within the last 12 months. Neither **THE DEFENDANTS**, nor their representatives, hold such certification.

assessments and mold remediation services without the knowledge, consent and/or supervision of the “qualifying agent.”

64. **THE DEFENDANTS’** representatives have also falsely told consumers that they needed to purchase a new air system or replacement parts from the **AIR CARE Enterprise**. In some cases, the representative made this claim despite the fact that the consumers’ air system and/or parts were still under warranty with the manufacturer or another service provider. Upon being confronted unexpectedly in their homes with these or other such false claims, many consumers rely upon these misrepresentations and agree to purchase unnecessary and expensive AC Services from the **AIR CARE Enterprise**.

Failure to Provide Goods and Services Actually Sold

65. Many consumers who are deceptively induced to purchase additional AC Services from the **AIR CARE Enterprise** are charged for expensive products, services, parts and/or repairs that **THE DEFENDANTS** ultimately do not provide to these consumers. For example, many consumers who were induced to purchase dirt and dust removal and/or mold remediation services did not properly receive those services. Instead, **THE DEFENDANTS’** representative performed only superficial services that were designed to make it appear to the consumer that AC Services were being provided when, in truth and in fact, no such additional services were actually performed.

66. Likewise, on numerous other occasions, **THE DEFENDANTS’** representatives failed to provide the AC Services that were sold to the consumers by the **AIR CARE Enterprise**, including, but not limited to, the following examples:

- a. **THE DEFENDANTS’** agents, after receiving payment for a “full vent cleaning service,” only cleaned one vent of the consumers’ multiple vents;

- b. **THE DEFENDANTS'** agents charged one consumer for purportedly adding Freon to their air system, when in fact, that system did not use Freon;
- c. **THE DEFENDANTS'** agents did not provide the "dryer vent" cleaning service that was included in the "package" of services paid for by the consumer;
- d. **THE DEFENDANTS'** agents installed old or previously used air conditioning systems and/or parts, although the consumers had paid the **AIR CARE Enterprise** for the installation of new systems and/or parts; and
- e. **THE DEFENDANTS'** agents installed air conditioning units that were of a different model, make, year and/or tonnage than the consumer had paid for.

67. In addition, on multiple occasions, **THE DEFENDANTS** submitted falsified applications for permits regarding certain AC Services performed through Defendant **ACS-LLC**. These permits contained falsified signatures of the purported "qualifying" contractor and/or the homeowner, which signatures were purportedly notarized by Defendant **RAM** and/or the daughter of Defendant **CETTON**. On other occasions, **THE DEFENDANTS'** representatives falsely told consumers that no permit was required for the installation of their air system, when in truth and in fact, a permit was required.

68. **THE DEFENDANTS'** representatives also regularly "pad" consumers' invoices with false and/or inflated charges. For example, some consumers who have attempted to return unwanted purchases back to **the Enterprise** were charged a "manufacturers' restocking fee," when in fact, the manufacturer did not assess such a fee. Likewise, **THE DEFENDANTS'** agents inflated the charge for "UV lights" that were sold to numerous consumers in connection with purported "mold remediation" services. Despite the fact that similar such UV lights

generally cost from \$15 to \$100, **THE DEFENDANTS'** agents charged the consumers between \$450 and \$650 for those items.

69. Additionally, on multiple occasions, the consumers' air system stopped functioning shortly (if not immediately) after **THE DEFENDANTS'** representatives performed their purported services. When the consumers called **THE DEFENDANTS'** offices (in either South Florida or Jacksonville, Florida) to complain, **THE DEFENDANTS'** agents offered to schedule a return visit only if the consumer agreed to pay additional fees.

70. Many consumers have been induced by **THE DEFENDANTS'** agents to purchase yearly or multi-year "maintenance" agreements from the **AIR CARE Enterprise**. Subsequently, many of the consumers learned that these "agreements" had little or no value, as **THE DEFENDANTS** routinely refuse to perform the pre-purchased maintenance services. On numerous occasions, **THE DEFENDANTS'** agents have refused to schedule a subsequent visit under the maintenance agreement unless the consumer agreed to pay an additional charge (typically \$40 per visit), which was not previously made known to the consumer when the original maintenance agreement was purchased.

71. Additionally, **THE DEFENDANTS** have created and used numerous artificial entities to effectively avoid providing pre-paid maintenance services to consumers who previously purchased long-term service agreements from **the Enterprise**. By allowing (or causing) their artificial entities to be dissolved (administratively or voluntarily), **THE DEFENDANTS** are able to essentially negate their service contract obligations merely by changing the company name under which **the Enterprise** operates. In some cases, **THE DEFENDANTS** purport to sell only the assets of their dissolved entity to another affiliated

entity, and then claim that neither entity is able or required to honor the consumers' maintenance agreements.

Deceptive and Unfair Acts and Practices Regarding Cancellations and Refunds

72. **THE DEFENDANTS** further unfairly and deceptively exploit consumers by: (1) failing to comply with the Home Solicitation Sale Act and the Door-to-Door Sales Rule; and (2) failing to return monies paid for AC Services that the **AIR CARE Enterprise** did not provide and/or that the consumers did not want to purchase. In many cases, **THE DEFENDANTS'** representatives falsely tell consumers that their AC Services (including so called "maintenance agreements") are non-cancelable and non-refundable.

73. Although **THE DEFENDANTS** "bait and switch" scheme involves making "home solicitation" and "door-to-door" sales, **THE DEFENDANTS** fail to provide consumers with the disclosures required under state and federal law. In that regard, **THE DEFENDANTS** induce consumers to call and schedule a home visit to receive a specific product or service, but **THE DEFENDANTS'** agents then personally solicit the consumers to purchase other additional, unrequested AC Services upon gaining access to the consumers' home. **THE DEFENDANTS'** written agreements relating to these additional, unrequested AC Services do not contain a statement of the buyers' right to cancel the agreement within three (3) business days, as required under both the Home Solicitation Sale Act and the Door-to-Door Sales Rule.²

² For example, Section 501.031 (2) of Florida's Home Solicitation Sale Act, requires that the statement of the buyer's rights must appear under the conspicuous caption, "BUYER'S RIGHT TO CANCEL" and must read as follows:

"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."

74. Instead, **THE DEFENDANTS'** bury obscure, unconscionable provisions on the back page of their written service agreements, which purport to negate any such right to cancel. Some of the service agreements contain blanket statements that no refunds are available and/or falsely claim that no such cancellation/refund rights exist under Section 501.031 of the Home Solicitation Sale Act because the consumers are supposedly receiving "emergency services." In fact, the Home Solicitation Statute does not provide any such an exemption for "emergency services." Moreover, the AC Services offered and sold by **THE DEFENDANTS** to consumers during these home visits are not "emergency" services, they were not requested by the consumers, they were not necessary and in many cases the AC Services were never even provided to the consumer. When consumers' request refunds, **THE DEFENDANTS** direct consumers to these obscure disclaimer provisions in an effort to falsely convince consumers that they are not entitled to a refund.

75. In addition, **THE DEFENDANTS** do not obtain a separate, dated and signed personal statement in the consumers' handwriting describing the situation that required immediate remedy and expressly acknowledging and waiving the three (3) day right to cancel. As such these transactions do not qualify as a "bona fide immediate personal emergency of the buyer," and therefore do not negate consumers' three (3) day right to cancel pursuant to the Door-to-Door Sales Rule.

The federal "Door-to-Door Sales Rule" contains a similar notice requirement in the written contract for services regarding the buyer's right to cancel the transaction within three (3) business days; it also requires that additional, detailed disclosures be provided to the buyer in a separate form captioned, "NOTICE OF RIGHT TO CANCEL" or "NOTICE OF CANCELLATION." The Rule further provides that failure to furnish either of these notifications in connection with any door-to-door sale "constitutes an unfair and deceptive act or practice." See 16 C.F.R., Section 429.1.

76. The inclusion of these false “disclaimer” provisions in **THE DEFENDANTS’** written agreements hamper, if not prevent, consumers from obtaining relief after the home solicitation/door-to-door sales are completed. As a result, many consumers are unable to have credit card charges for the unwanted AC Services reversed (or otherwise charged back to **the Enterprise**), since the credit card companies and banks frequently rely upon the unconscionable “no refund” provisions and purported acknowledgments of “satisfaction.” Likewise, some of these third parties have also denied consumers’ relief based upon **THE DEFENDANTS’** false representations that “emergency services” were provided, which purportedly removed any obligation to make a refund or chargeback.

77. Many consumers are completely unaware of the terms and conditions stated on the back of **THE DEFENDANTS’** written sales agreements because **THE DEFENDANTS’** representatives often do not disclose these terms and fail to obtain the consumers’ signature on the page containing these provisions. The consumers often do not learn of these provisions until after they begin the process of seeking a refund or charge back through their credit card issuer.

78. **THE DEFENDANTS** also evade providing consumers relief by including a provision in small text on their service invoices which provides that a consumer’s signature is a purported acknowledgement that the consumer is satisfied with the representative’s work. However, **THE DEFENDANTS’** representatives consistently fail to disclose this provision to consumers and frequently require consumers to sign the agreement before the purported AC Services were commenced and/or completed.

Individual Defendants’ Knowledge and Control of the Deceptive Acts and Practices

79. **THE DEFENDANTS**, at all times material hereto, possessed actual and/or constructive knowledge of the unfair and/or deceptive acts and practices alleged herein. As

indicated above, **THE INDIVIDUAL DEFENDANTS** are the owners, officers, directors and/or managers of, or otherwise control and/or have the authority to control, the Corporate Defendants. They control the bank accounts of these entities, they supervise employees and they participate directly in the day-to-day operations of **the Enterprise**.

80. **THE INDIVIDUAL DEFENDANTS** named herein regularly communicate with the **AIR CARE Enterprise** agents during the “service appointments” that are conducted at the consumers’ homes. At that time, **THE INDIVIDUAL DEFENDANTS** discuss with, and provide instructions to, these agents regarding the additional AC Services to be pitched, and the prices to be offered for purportedly providing those AC Services to the consumers. Credit card payment information received from the consumers is called in directly to the **AIR CARE Enterprise** where **THE INDIVIDUAL DEFENDANTS** maintain their offices (in either Broward County, Jacksonville, Florida or their offices in Maryland) for processing and approval.

81. Additionally, several media outlets have widely-reported consumers’ dissatisfaction with **THE DEFENDANTS’** AC Services. One such news organization gained access and filmed **THE DEFENDANTS’** staff from the inside of **THE DEFENDANTS’** Broward County offices.

82. In addition, numerous consumers have submitted complaints directly to **the Enterprise’s** offices, and have received responses back from **THE INDIVIDUAL DEFENDANTS**. Moreover, hundreds of other consumers have lodged complaints against the Corporate Defendants and other **AIR CARE Enterprise** affiliates with various consumer protection organizations and agencies, including the Better Business Bureau and the Florida Department of Agriculture and Consumer Services. In many cases, **THE DEFENDANTS** have filed responses to these complaints, and refused to provide refunds. Numerous other consumers

have filed civil actions against **THE DEFENDANTS** across the State of Florida for many of the above-described acts and practices.

ROLE OF CORPORATE DEFENDANTS AS A COMMON ENTERPRISE

83. At least as early as 2009, and at all times material hereto, **THE INDIVIDUAL DEFENDANTS** have operated their scheme using the Corporate Defendants as a “common enterprise, along with other affiliated entities, including, but not limited to:

- J.B.L. Duct and Carpet Cleaning LLC;
- JBL Sales and Services, Inc.;
- Febreze A/C & Air Duct Inc.; and
- FL AC Service LLC.

84. Indeed, each of the Corporate Defendants exists to participate in the same “bait and switch” swindle. These entities commingle and transfer funds between and among the Corporate Defendants and other affiliates, they provide the same services to consumers, and they share resources such as office space, call centers, billing forms and systems, mailing addresses, employees, advertising and marketing.

85. In addition, the Corporate Defendants operate under the common (or overlapping) control of **THE INDIVIDUAL DEFENDANTS**. **THE INDIVIDUAL DEFENDANTS** serve as the owners, officers, directors, members and managers of the Corporate Defendants, and other affiliated entities. The companies in **the Enterprise** all exist for the single purpose of selling AC Services to consumers and splitting the profits among **THE INDIVIDUAL DEFENDANTS**; none of the companies has any other apparent business purpose.

FLORIDA’S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
CHAPTER 501, PART II, FLORIDA STATUTES (“FDUTPA”)

86. FDUTPA 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.” Misrepresentations, false statements or omissions of material fact constitute deceptive acts or practices prohibited by FDUTPA.

87. FDUTPA defines “trade or commerce” as:

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

Section 501.203(8), Fla. Stat. (Emphasis supplied.)

88. The provisions of FDUTPA 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.” Section 501.202, Fla. Stat.

89. 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; willful violations occur when the person knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule. Section 501.2075, Fla. Stat.

90. Any person who willfully engages in a deceptive or unfair act or practice that 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, and commits such violation when she or he knew or should have known that her or his conduct was unfair or deceptive, is liable for a civil penalty of \$15,000 for each such violation. Section 501.2075, Fla. Stat.

91. At all times material hereto, **THE DEFENDANTS** engage in “trade or commerce” as defined by Section 501.203(8), Fla. Stat. Among other things, **THE DEFENDANTS** created and utilized deceptive fliers and websites offering deeply discounted AC Services to lure vulnerable consumers. These marketing materials constitute “advertising,” which is specifically included within the meaning of “trade or commerce” under FDUTPA.

92. **THE DEFENDANTS’** deceptive acts and practices alleged herein victimized and attempted to victimize “senior citizens,” and were also directed at “military service members” (and the spouse or dependent child of such a military service member), as those terms are defined within Section 501.2077, Fla. Stat.

COUNT I

Deceptive Solicitations

93. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1-92 as if fully set forth herein.

94. Through their advertisements, **THE DEFENDANTS** have represented, directly or indirectly, expressly or by implication, that consumers will receive various AC Services for a specified (and highly discounted) price. In truth and in fact, in numerous instances, **THE DEFENDANTS** fail to provide the AC Services as advertised, if at all. Instead, **THE DEFENDANTS** use these advertisements as a ploy to gain entry into a consumer’s home, for the purpose of coercively soliciting the consumer to purchase other, more expensive, goods and

services that the consumer did not request and/or need. The personal, in-home solicitations are conducted using high pressure sales tactics, and making various false and/or misleading representations (including, but not limited to, bogus “mold assessments”) to scare, intimidate or otherwise deceptively induce consumers to purchase the additional AC Services.

95. **THE DEFENDANTS’** acts and practices have a tendency to mislead, and do mislead, consumers who reasonably believe that the requested goods and services will be provided by at the price advertised by the **AIR CARE Enterprise**.

96. **THE DEFENDANTS** have violated and will continue to violate the FDUTPA, by among other things, using deceptive and unfair practices in the advertising, soliciting and/or offering of AC Services, as more particularly set forth in paragraphs 45 through 78, above.

97. The above-described acts and practices of **THE DEFENDANTS** have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless **THE DEFENDANTS** are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of **THE DEFENDANTS** will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

COUNT II

Unfair and Deceptive Sales and Service Practices

98. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 92, as if fully set forth herein.

99. **THE DEFENDANTS** and their representatives have falsely represented to numerous consumers, directly or indirectly, expressly or by implication, that the consumer’s air system was not operating properly, was excessively dirty, contaminated with mold, defective

and/or otherwise in need of repair. Subsequently, many of these consumers purchased costly AC Services from the **AIR CARE Enterprise**, which **THE DEFENDANTS** and their representatives promised to provide, but did not. Likewise, in numerous instances, **THE DEFENDANTS** and their representatives have installed old or previously used air conditioning systems and/or parts, although the consumers had paid the **AIR CARE Enterprise** for the installation of new air conditioning systems and/or parts. **THE DEFENDANTS** have also sold yearly or multi-year service contracts to numerous consumers, which include additional undisclosed future charges that substantially increase the effective cost of these service agreements. Furthermore, **THE DEFENDANTS** often subsequently failed to honor, or materially changed, the terms of those service contracts.

100. **THE DEFENDANTS'** acts and practices have a tendency to mislead, and do mislead, consumers who reasonably believe that the goods and services they ordered and purchased from the **AIR CARE Enterprise** were in fact actually being provided in the same manner, condition, quality and type as promised.

101. **THE DEFENDANTS** have violated and will continue to violate the FDUTPA, by among other things, using deceptive and unfair practices in the soliciting, providing, offering and/or distributing of AC Services, as more particularly set forth in paragraphs 45 through 78, above.

102. The above-described acts and practices of **THE DEFENDANTS** have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless **THE DEFENDANTS** are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of **THE DEFENDANTS**

will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

COUNT III

Per Se Violation Based on Violations of the Home Solicitation Act

103. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 92, as if fully set forth herein.

104. Section 501.203(3) (c), Fla. Stat., establishes that a violation of any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices is a per se violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

105. Chapter 501 establishes Florida's consumer protection laws and includes provisions relating to the Home Solicitation Sale Act. The 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.

106. Under the Home Solicitation Sale Act, a "home solicitation sale" means:

"a sale, lease, or rental of consumer goods or services with a purchase price in excess of \$25 which includes all interest, service charges, finance charges, postage, freight, insurance, and service or handling charges, whether under single or multiple contracts, made pursuant to an installment contract, a loan agreement, other evidence of indebtedness, or a cash transaction or other consumer credit transaction, in which:

(a) The seller or a person acting for him or her engages in a personal solicitation of the sale, ... at a place other than at the seller's fixed location business establishment where goods or services are offered or exhibited for sale, lease, or rental, and

(b) The buyer’s agreement or offer to purchase is given to the seller and the sale, ... is consummated at a place other than at the seller’s fixed location business establishment, ...”

Section 501.021, Fla. Stat.

107. To protect consumers, the Home Solicitation Sale Act: (1) generally requires the seller 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.]; (2) provides that, in addition to any other right to revoke an offer, 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. [Section 501.025, Fla. Stat.]; and (3) provides that every home solicitation sale be evidenced by a written agreement presented to and signed by the buyer, which designates as the date of the transaction, the date on which the buyer actually signs and which contains a statement under the conspicuous caption “BUYER’S RIGHT TO CANCEL” and includes the specific disclosure set forth in Footnote 2, above, which is incorporated herein by reference. [Section 501.031, Fla. Stat.]

108. The Home Solicitation Sale Act also specifies certain “prohibited practices” that are likewise designed to protect consumers from unfair and deceptive business practices, stating:

“In conducting a home solicitation, no person shall:

- (1) Misrepresent the terms or conditions of the sale, lease, or rental.
- (2) Misrepresent the seller’s affiliation with the parent company or sponsor.
- (3) Misrepresent the seller’s reasons for soliciting the sale, lease, or rental of goods or services, such as participation in a contest or inability to perform any other job, when such is not a fact.
- (4) Allege or imply that the agreement to purchase, lease, or rent goods or services is noncancelable when such is not a fact.

(5) Perform any other act which constitutes misrepresentation.”

Section 501.047, Fla. Stat.

109. Section 501.055, Fla. Stat., provides that: (1) “violations of any of the provisions of Sections 501.025-501.047 is a misdemeanor of the first degree, punishable as provided in Section 775.082 or Section 775.083” Fla. Stat.; and (2) 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.

110. Accordingly, failure to comply with the provisions of the Home Solicitation Sale Act also constitutes an unfair or deceptive act or practice, which is a *per se* violation of FDUTPA, and is subject to the penalties and remedies provided for such violations.

111. At all times material hereto, **THE DEFENDANTS**, directly and indirectly, conducted home solicitation sales without obtaining a valid home solicitation sales permit in violation of the Home Solicitation Sale Act.

112. At all times material hereto, **THE DEFENDANTS**, directly and indirectly, failed to provide consumers written agreements in connection with home solicitation sales, which agreements were presented to and signed by the consumer and contained the conspicuous captions and other disclosures (referenced above) pertaining to a buyer’s right to cancel as required by the Home Solicitation Sale Act.

113. During various time periods material hereto, while conducting and attempting to conduct home solicitation sales, **THE DEFENDANTS**, directly and indirectly, further violated the Home Solicitation Sale Act by: (a) misrepresenting to consumers the terms or conditions of the sale of AC Services, including misrepresenting and concealing additional services fees,

conditions, limitations or other restrictions related thereto; (b) misrepresenting to consumers the reason for soliciting the sale of AC Services, including false representations regarding the condition of the consumers' air system and **THE DEFENDANTS'** supposed inability to perform the job that was actually requested by the consumer; (c) alleging or implying to consumers that the agreement to purchase the AC Services is noncancelable, when (by statute) it is not; and (d) performing other acts which constitute misrepresentations to consumers, including conducting bogus "mold assessments" and making false (and/or baseless) representations regarding the need for mold remediation services and/or the purchase of additional air system equipment or parts.

114. During various time periods material hereto, **THE DEFENDANTS** failed to provide refunds to numerous consumers who cancelled the home solicitation sale, in further violation of the Home Solicitation Sale Act. As alleged above, **THE DEFENDANTS** did not present to and obtain from the consumer his or her signature on a written agreement containing the disclosures required under the Home Solicitation Sale Act (described above). Thus, pursuant to Section 501.045, Fla. Stat., **THE DEFENDANTS** are not entitled to retain compensation for any home solicitation sale of AC Services they purportedly performed prior to the consumers' cancellation of those sales.

115. Accordingly, **THE DEFENDANTS'** acts and practices described above violate various provisions of a statute (the Home Solicitation Sale Act) designed to protect consumers from unfair, deceptive, or unconscionable acts or practices, which constitutes per se violations of FDUTPA, and subjects **THE DEFENDANTS** to the penalties and remedies provided for such violations under FDUTPA.

116. **THE DEFENDANTS** have violated and will continue to violate the FDUTPA, by engaging in acts and practices that violate the Home Solicitation Sale Act, as more particularly set forth above, including, but not limited to, paragraphs 72 through 78, above.

117. The above-described acts and practices of **THE DEFENDANTS** have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless **THE DEFENDANTS** are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of **THE DEFENDANTS** will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

COUNT IV

Per Se Violation Based on Violations of the Door-To-Door Sale Rule

118. Plaintiff adopts, incorporates herein and re-alleges 1 through 92, as if fully set forth herein.

119. Section 501.203(3)(a), Fla. Stat., establishes that a violation of any rule promulgated pursuant to the Federal Trade Commission Act, Title 15 U.S.C. Sections 41 *et seq.* (“FTCA”), is a per se violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

120. Pursuant to its rule making authority under the FTCA, the Federal Trade Commission has promulgated the Rule Concerning Cooling-Off Period For Sales Made at Homes or at Certain Other Locations, 16 CFR Part 429 (herein after “the Door-to-Door Sales Rule” or “the Rule”). Under the Rule, a “door-to-door sale” is defined as:

“A sale, lease, or rental of consumer goods or services with a purchase price in excess of \$25 or more, whether under single or multiple contracts, in which the seller or his representative personally solicits the sale, **including those in response to or following an invitation by the buyer**, and the

buyer's agreement or offer to purchase is made at a place other than the place of business of the seller (e.g., sales at the buyer's residence or at facilities rented on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds and restaurants, or sales at the buyer's workplace or in dormitory lounges).

16 CFR Section 429.0(a). (Emphasis supplied).

121. In pertinent part, the Rule also excludes certain transactions from the term “door-to-door sale,” under specific and limited conditions. Specifically, the Rule provides: “The term *door-to-door sale* does not include a transaction: ...

* * * * *

(3) In which the buyer has initiated the contact and the goods or services are needed to meet a bona fide immediate personal emergency of the buyer, **and the buyer furnishes the seller with a separate dated and signed personal statement in the buyer's handwriting describing the situation requiring immediate remedy and expressly acknowledging and waiving the right to cancel the sale within 3 business days; or ...**

* * * * *

(5) In which the buyer has initiated the contact and specifically requested the seller to visit the buyer's home for the purpose of repairing or performing maintenance upon the buyer's personal property. **If, in the course of such a visit, the seller sells the buyer the right to receive additional services or goods other than replacement parts necessarily used in performing the maintenance or in making the repairs, the sale of those additional goods or services would not fall within this exclusion; ...”**

16 CFR Section 429.0(a) (3), (5). (Emphasis supplied).

122. The Rule further provides that, in connection with any door-to-door sale, it constitutes an unfair and deceptive act or practice for any seller to:

- a) Fail to furnish the buyer with a fully completed receipt or copy of any contract pertaining to such sale that includes specified information, including a (prominent) statement in bold face type in substantially the following form: **“You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.”** (emphasis original)

- b) Fail to furnish each buyer, at the time the buyer signs the door-to-door sales contract or otherwise agrees to buy consumer goods or services from the seller, a separate completed form in duplicate, captioned either “NOTICE OF RIGHT TO CANCEL” or “NOTICE OF CANCELLATION,” which contains, among other things, the following specified information in bold face type: “**You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.**” (emphasis original)
- c) Fail, before furnishing copies of the “Notice of Cancellation” to the buyer, to properly complete all required information concerning the name and address of the seller, the date of the transaction and the date by which the buyer may give notice of cancellation.
- d) Include in any door-to-door contract or receipt any confession of judgment or any waiver of any of the rights to which the buyer is entitled under this section including specifically the buyer's right to cancel the sale in accordance with the provisions of this section.
- (e) Fail to inform each buyer orally, at the time the buyer signs the contract or purchases the goods or services, of the buyer's right to cancel.
- (f) Misrepresent in any manner the buyer's right to cancel.
- (g) Fail or refuse to honor any valid notice of cancellation received from the buyer and to refund all payments made under the contract or sale within 10 business days thereafter.

123. At all times material hereto, **THE DEFENDANTS**, directly and indirectly, conducted door-to-door sales within the meaning of the Rule.

124. At all times material hereto, **THE DEFENDANTS**, directly and indirectly, failed to provide consumers with a fully completed receipt or copy of the contract pertaining to the door-to-door sale that contained the conspicuous disclosures (described above) pertaining to a buyer’s right to cancel as required by the Rule.

125. At all times material hereto, **THE DEFENDANTS**, directly and indirectly, failed to provide consumers with a separate, fully completed NOTICE (described above) pertaining to a buyer’s right to cancel as required by the Rule.

126. During various time periods material hereto, while conducting and attempting to conduct door-to-door sales of their AC Services, **THE DEFENDANTS**, directly and indirectly, further violated the Rule by: (a) including specific provisions in their service agreements which purport to negate and act as a confession of judgment and/or waiver of the buyer's rights under the Rule, including, but not limited to their right to cancel; (b) failing to inform the buyer orally, at the time of the door-to-door sale of the buyer's right to cancel; (c) misrepresenting to the buyer that the purchase of AC Services was noncancelable and non-refundable; and (d) failing or refusing to honor valid notice of cancellations received from the buyers and to provide refunds to those consumers within 10 business days.

127. Accordingly, **THE DEFENDANTS'** acts and practices described above violate various provisions of the Door-to-Door Sales Rule, which constitutes per se violations of FDUTPA, and subjects **THE DEFENDANTS** to the penalties and remedies provided for such violations under FDUTPA.

128. **THE DEFENDANTS** have violated and will continue to violate the FDUTPA, by engaging in acts and practices that violate the Door-to-Door Sales Rule, as more particularly set forth above, including, but not limited to, paragraphs 72 through 78, above.

129. The above-described acts and practices of **THE DEFENDANTS** have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless **THE DEFENDANTS** are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of **THE DEFENDANTS** will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

COUNT V

Per Se Violation Based on Violations of Mold-Related Services Act

130. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 92, as if fully set forth herein.

131. Florida's "mold-related services licensing program," contained within Chapter 468, Part XVI (hereinafter referred to as "the Mold-Related Services Act"), was enacted to protect consumers from the fraudulent practices in the mold assessment and mold remediation industry in an effort to promote public safety and welfare, to prevent damage to real and personal property, to avert economic injury to the residents of this state, and to regulate persons and companies that hold themselves out to the public as qualified to perform mold-related services. Section 468.84, Fla. Stat.

132. Among other things, the Mold-Related Services Act, prohibits any person from: (1) holding themselves out to be a "mold assessor" or "mold remediator" without being licensed through the Florida Department of Business and Professional Regulation ("FDBPR"); (2) performing or offering to perform any "mold assessment" or "mold remediation" services without obtaining such a license.; and (3) performing or offering to perform any mold remediation to a structure on which the mold assessor or the mold assessor's company provided a mold assessment within the last 12 months unless the person is a licensed contractor under Section 489, Fla. Stat. *See* Section 468.8419 (1) and (2), Fla. Stat.

133. Section 468.8419(3) of the Mold-Related Services Act further provides that, "Any person who violates any provision of this section commits: (a) A misdemeanor of the second degree for a first violation, punishable as provided in Section 775.082 or Section 775.083. (b) A misdemeanor of the first degree for a second violation, punishable as provided in Section

775.082 or Section 775.083. (c) A felony of the third degree for a third or subsequent violation, punishable as provided in Section 775.082 or Section 775.083 or Section 775.084.

134. Accordingly, failure to comply with the provisions of the Mold-Related Services Act also constitutes an unfair or deceptive act or practice, which is a per se violation of FDUTPA, and is subject to the penalties and remedies provided for such violations.

135. At various time periods material hereto, **THE INDIVIDUAL DEFENDANTS** and/or their representatives were not properly trained and/or licensed with the FDBPR to provide “mold assessment” and/or “mold remediation” services, as those terms are defined within Section 468.8411 (3) and (5) of the Mold-Related Services Act. Nevertheless, at all time periods material hereto, **THE DEFENDANTS** have represented, directly or indirectly, expressly or by implication, that **THE DEFENDANTS** and their representatives were properly licensed and/or qualified to provide “mold assessment” and “mold remediation” services within the State of Florida.

136. During various time periods material hereto, **THE DEFENDANTS** and their representatives, without the knowledge, consent and/or supervision of a licensed contractor acting as a “qualifying agent” have: (1) performed or offered to perform “mold assessment” and/or “mold remediation” services for numerous consumers in Florida and elsewhere; and (2) performed or offered to perform mold remediation services upon numerous consumers’ homes, on which they had also provided a mold assessment within the last 12 months. In many of these cases, the underlying “mold assessment” was made on the very same day as the “mold remediation” services were purportedly performed.

137. **THE DEFENDANTS'** acts and practices described above violate the Mold-Related Services Act, which constitute per se violations of FDUTPA and are subject to the penalties and remedies provided therein for such violations.

138. As set forth above, **THE DEFENDANTS** have violated and will continue to violate the FDUTPA, by engaging in acts and practices that violate the Mold-Related Services Act.

139. The above-described acts and practices of **THE DEFENDANTS** have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless **THE DEFENDANTS** are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of **THE DEFENDANTS** will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

COUNT VI

Civil Theft

140. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 92 as if fully set forth herein.

141. Section 812.014(1), Fla. Stat., provides that a person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with the intent to, either temporarily or permanently: (a) deprive another person of a right to the property or a benefit from the property; or (b) appropriate the property to his or her own use or to the use of any person not entitled to the use of the property.

142. As described in detail above, **THE DEFENDANTS** have collected millions of dollars from consumers in Florida and elsewhere through a deceptive and coercive "bait and

switch” marketing scheme being conducted through the **AIR CARE Enterprise**. As part of the scheme, **THE DEFENDANTS** which sell expensive, often unnecessary and/or undelivered AC Services to vulnerable consumers who are lead to believe they are going to receive highly discounted services as advertised by **the Enterprise**. Once inside the consumers’ home, **THE DEFENDANTS** and their agents utilized high pressure, sales tactics, which include making various false and misleading representations (such as making bogus “mold assessments”) in order to scare and coerce the consumers into purchasing the expensive, and unrequested AC Services.

143. **THE INDIVIDUAL DEFENDANTS** have directed and controlled, or had the authority to direct and control, the practices engaged in by the **AIR CARE Enterprise**.

144. **THE DEFENDANTS** have known or should have known that they cannot legally provide these AC Services to consumers of the **AIR CARE Enterprise**. The AC Services purportedly sold to consumers through the **AIR CARE Enterprise** are often not required or even delivered. Likewise, on numerous occasions, **THE DEFENDANTS** knew or should have known that they could not legally offer, let alone sell “mold assessment” and/or “mold remediation” services, as their representatives were not properly licensed or qualified with FDBPR, nor did they follow the proper industry standards for making such assessments.

145. The monies collected by **THE DEFENDANTS** are obtained with the intent to deprive the victims of such property, and are appropriated for the use of **THE DEFENDANTS** and others not entitled to those funds. **THE DEFENDANTS’** wrongful intent is manifest by their flagrant violation of various consumer protection laws. For example, notwithstanding the fact that consumers have statutory rights to cancel these transactions within three (3) business days under the Home Solicitation Sale Act and the Door-to-Door Sales Rule, **THE**

DEFENDANTS, among other things, fail to properly notify their victims of such rights, they provide written agreements that falsely disclaim such rights, and they refuse to provide requested refunds in direct violation of these consumer protection laws.

146. Section 812.035(5), Florida Statutes, authorizes Plaintiff to seek relief for violations of Section 812.041, Florida Statutes, including ordering a defendant to divest himself of any interest in any enterprise and imposing reasonable restrictions on the future activities or investments of any defendant.

147. **THE DEFENDANTS'** actions have deprived numerous consumers of the monies paid for AC Services that were never requested, required and/or provided, and all such consumers are entitled to full restitution from **THE DEFENDANTS**.

COUNT VII

Unjust Enrichment of the Relief Defendants

148. Plaintiff adopts, incorporates herein and re-alleges paragraphs 1 through 92 as if fully set forth herein.

149. Relief Defendants **EDELSBURG, MIROLIO, WOW-INC., ALIA FACTORY, and ALIA INVESTMENTS, INC.**, each obtained funds in connection with the 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.

150. Relief Defendants **EDELSBURG, MIROLIO, WOW-INC., ALIA FACTORY, and ALIA INVESTMENTS, INC.**, should each be ordered to account for and disgorge the funds they received as a result of **THE DEFENDANTS'** violations of FDUTPA.

PRAYER FOR RELIEF

WHEREFORE, the Attorney General requests that this Honorable Court enter Judgment against the Defendant to:

A. ENTER judgment in favor of Plaintiffs and against **THE DEFENDANTS** for each Count alleged in this Complaint.

B. AWARD Plaintiffs 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, including but not limited to temporary and preliminary injunctions, and an order providing for the turnover of business records, an asset freeze, immediate access and the appointment of a receiver, and the disruption of domain and telephone services.

C. Permanently ENJOIN Defendants **BRUMAND, CETTON, RAM, FALCON-BENITEZ, MIRI LAZKO, ACS-LLC., ACS-Inc, AC FOR SALE, FEBREZ, FLA AC SERVICES, and USAIR-LLC.**, their officers, agents, servants, employees, attorneys and those persons in active concert or participation with **THE DEFENDANTS** who receive actual notice of this injunction, prohibiting and enjoining such persons from:

1. committing future violations of the FDUTPA, the Home Solicitation Sale Act, the Door-to-Door Sales Rule, the Mold-Related Services Act, and acts of Civil Theft; and
2. marketing, soliciting, advertising, selling, providing, promoting, rendering, engaging in or accepting payment for any AC Services, including mold assessment or mold remediation services, in the State of Florida.

D. AWARD restitution against **THE DEFENDANTS**, jointly and severally, to all consumers who are shown to have been injured as a result of **THE DEFENDANTS'** direct and/or *per se* violations of FDUTPA, pursuant to Section 501.207, Fla. Stat.

E. ASSESS civil penalties against **THE DEFENDANTS**, jointly and severally, in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by Section 501.2075, Fla. Stat., 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, Fla. Stat., for each act or practice found to be in violation of FDUTPA.

F. AWARD attorneys' fees and costs against **THE DEFENDANTS**, jointly and severally, pursuant to Section 501.2075, Fla. Stat., or as otherwise authorized by law.

G. AWARD such equitable or other relief against **THE DEFENDANTS** as is just and appropriate pursuant to Sections 501.207 and 812.035, Fla. Stat.

H. ORDER that all property, real or personal, including money, used by **THE DEFENDANTS** in the course of, intended for use in the course of, derived from, or realized through conduct in violation of a provision of Sections 812.012-812.037 or Section 812.081 be forfeited to the State of Florida.

I. ORDER the appointment of a general or special magistrate, pursuant to Sections 501.207 and/or 812.035, Fla. Stat., to monitor any future business activities by **THE DEFENDANTS** within the State of Florida, through the **AIR CARE Enterprise** or otherwise, for a reasonable period of time to be determined by the Court, and to assess the expenses of such a general or special magistrate against **THE DEFENDANTS**, jointly and severally.

J. AWARD against **THE RELIEF DEFENDANTS**, jointly and severally, such equitable or other relief as is just and appropriate pursuant to Section 501.207, Fla. Stat., including, but not limited to, ordering that they each file a sworn accounting of all proceeds received from any of **THE DEFENDANTS**, repatriate assets and disgorge all ill-gotten gains necessary to satisfy any judgment.

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

Dated this 11th day of November, 2015.

Respectfully Submitted,

PAMELA JO BONDI
Attorney General of the State of Florida

/s/ Kristen Pesicek

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**IN THE CIRCUIT COURT OF THE SEVENTEETH
JUDICIAL CIRCUIT IN AND FOR BROWARD
COUNTY, FLORIDA**

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

Plaintiff,

v.

CASE No.:

NETANEL BRUMAND, a/k/a Nate Brumand, an individual; YOSEPH CETTON, a/k/a "Joe" Cetton, a/k/a Joseph Cetton, an individual; BINIAMIN RAM, a/k/a Ben Ram, an individual; PALOMA FALCON-BENITEZ, a/k/a Ana Morales, an individual; MIRI LAZKO, a/k/a Mary Lazko, an individual; AIR CARE SOLUTIONS, LLC., a Florida limited liability company; AIR CARE SOLUTIONS, INC., a Florida corporation; AC FOR SALE, LLC., a Florida limited liability company; FEBREZ AC, LLC., a Florida liability company; FLA AC SERVICES AND CLEANING, LLC., d/b/a USAIR AC & DUCT, a Florida limited liability company; and USAIR DUCT AND AC, LLC., a Florida limited liability company;

Defendants, and

**KAREN EDELSBURG, an individual;
MIROLIO, INC., a Florida corporation;
USA WOW, INC., a Florida corporation;
ALIA FACTORY, INC., a Florida corporation; and
ALIA INVESTMENTS, INC., a Florida corporation;**

Relief Defendants.

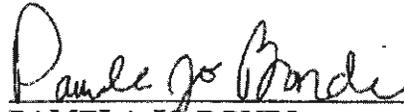
DETERMINATION OF PUBLIC INTEREST

**NOW COMES, PAMELA JO BONDI, ATTORNEY GENERAL, STATE OF
FLORIDA, and states:**

1. Pursuant to Section 20.11, Florida Statutes, I am the head of the Department of Legal Affairs, State of Florida (hereinafter referred to as the Department).
-

2. In this matter, the Department seeks an injunction and other relief on behalf of one or more consumers caused by an act or practice performed in violation of Chapter 501, Part II, Florida Statutes and/or § 812.014(5), Fla. Stat.
3. I have reviewed this matter and I have determined that an enforcement action serves the public interest.

Dated this 17th day of NOV, 2015



PAMELA JO BOND
ATTORNEY GENERAL
STATE OF FLORIDA