

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

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

Plaintiff,

v.

Case No.

ZUCHORA CONSTRUCTION, INC.,
a dissolved Florida Corporation
and RONALD ZUCHORA, an individual.

Defendants.

_____/

**COMPLAINT FOR TEMPORARY AND PERMANENT INJUNCTIONS,
RESTITUTION, CIVIL PENALTIES, AND OTHER RELIEF**

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF
LEGAL AFFAIRS, STATE OF FLORIDA, (hereinafter referred to as the
"Attorney General") sues Defendants ZUCHORA CONSTRUCTION, INC.,
and RONALD ZUCHORA, and states as follows:

JURISDICTION AND VENUE

1. This is an action for Injunctive Relief, Restitution,
Civil Penalties and Other Relief against Defendants ZUCHORA
CONSTRUCTION, INC., and RONALD ZUCHORA, pursuant to the Florida
Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501,
Part II, Fla. Stat. (2004).

2. This Court has jurisdiction over the subject matter of
this action pursuant to the provisions of FDUTPA.

3. The award of injunctive relief and other equitable relief is within the jurisdiction of the Circuit Court and the amounts in controversy meet the jurisdictional threshold of the Circuit Court.

4. The State Attorney for Palm Beach County has deferred to the Attorney General in writing.

5. Venue is proper in Palm Beach County Florida. Virtually all of the consumers who were adversely affected by Defendants' conduct were residents of Palm Beach County, Florida, and the cause of action accrued there.

6. Pursuant to Section 501.207(2), Fla. Stat. (2004), the Attorney General has conducted an investigation and has determined that enforcement action serves the public interest. A copy of that determination is attached and incorporated herein, as Exhibit "A."

THE PARTIES

7. The Attorney General is the enforcing authority of FDUTPA, and is authorized to seek injunctive and other statutory and civil relief pursuant to the provisions of §§ 501.207 & 501.2075, Fla. Stat. (2004).

8. Defendant ZUCHORA CONSTRUCTION, INC., (hereinafter, "ZUCHORA CONSTRUCTION") is a dissolved, for profit Florida corporation headquartered in Broward County, Florida but doing business in Palm Beach County, Florida. At all pertinent times,

they were headquartered either at 3170 North Federal Highway, Lighthouse Point, FL 33064 or at 1911 NE 28th St., Apt. #2, Lighthouse Pointe, FL 33064.

9. Defendant RONALD ZUCHORA (hereinafter, "ZUCHORA") is an individual, residing in Broward County, Florida at 1911 NE 28th St., Apt. #2, Lighthouse Pointe, FL 33064. At all pertinent times, and currently, he is and was the President of ZUCHORA CONSTRUCTION. At all pertinent times, and currently, he owned and controlled ZUCHORA CONSTRUCTION.

GENERAL ALLEGATIONS

10. This case concerns unfair and deceptive trade practices by Defendants, ZUCHORA CONSTRUCTION and ZUCHORA, during the "pertinent period" 2002 through 2004.

11. Defendants' business was, at all pertinent times, to sell service contracts promising emergency hurricane shutter installation (hereinafter, "service contracts"). Customers were charged an annual prepayment of \$250 in consideration for the Defendants' written assurances that shutters would be promptly installed when a hurricane warning issued. Defendants sold their service contracts to Palm Beach County residents, most of whom were vulnerable senior citizens. The contracts were presented to new customers as being analogous to insurance.

12. The service contracts were entitled "Contract for Installation of Customers Hurricane Protection." Representative

copies of the contracts entered for the 2002 and 2003 years are attached hereto, as Composite Exhibit "B." Representative copies of the contracts entered for the 2004 year are attached hereto, as Exhibit "C."

13. For the pertinent period 2002 through 2004, the Defendants promised to perform the following services, for an annual cost of \$250:

- Maintain the customers existing hurricane system for one year.
- Make repairs to the existing system if needed.
- Inform customer if additional coverage is needed and give estimate of cost.
- Install hurricane protection when a hurricane warning is issued.
- Remove the hurricane protection within 72 hours after the hurricane warning has been lifted.

14. The Defendants further agreed to automatically install hurricane shutters in response to a hurricane warning, even if the customer was out of state or otherwise unavailable. The contracts expressly provided the name of "person(s) to contact with access to the hurricane protection in the owner's absence."

15. Defendants persuaded Palm Beach County residents, most of whom were senior citizens, to enter into these contracts by making the following misrepresentation: that they were licensed

as a State General Contractor, and because of this, had special access to a large number of work crews.

16. Defendants' misrepresentation, that they were licensed as a state General Contractor, was made orally and in writing. On all 2002 and 2003 service contracts, they misrepresented that they were a "State General Contractor" and further provided their license number CG C058047, which had been revoked in 2001. On 2004 service contracts, they removed any reference to a license number but continued to claim that they were a "State General Contractor."

17. The purpose of the Defendants' misrepresentation, that it was a State General Contractor, was to persuade consumers that Defendants had the means necessary to fulfill their promises. In truth, they did not have the means to fulfill their promises.

18. Specifically, Defendants informed one or more Palm Beach County consumers that they had 40 or more work crews available. Defendants informed one or more Palm Beach County consumers that 80 or more persons would be available, if needed, to perform emergency hurricane installations.

19. In truth, Defendants were not licensed as General Contractors because their license had been revoked, by administrative order entered on August 30, 2001. A copy of the Final Order revoking Defendant's General Contractor's license is attached hereto, as Exhibit "D."

20. In 2002 and 2003, there was no hurricane activity, and therefore, Defendants were able to retain the \$250 per person paid during those years, without having to perform any substantial services in consideration. However, in 2004, Palm Beach County was threatened by multiple hurricanes.

21. During the 2004 hurricane season, as hurricane warnings issued, Defendants typically failed to install hurricane shutters for their customers. Many elderly customers placed worried calls, but their calls were not returned. Many elderly customers were falsely reassured by Defendants that their shutters would be installed, but these promises and reassurances were not honored. Many customers were forced to hire other contractors to do the same work for which Defendants had already been paid. Most customers were unable to install the shutters themselves, due to their age and health conditions. Defendants cruelly placed many lives at unnecessary risk.

22. A smaller number of customers did have shutters installed, but then had to pay other persons to remove the shutters, when Defendants failed to honor their promises.

23. After the hurricanes struck, Defendants sent a letter to all or most of its customers, blaming the problem on stucco which had allegedly covered up the shutter screws, delaying installation. A copy of Defendants' letter is attached hereto, as Exhibit "E." The letter promised to make refunds to those

customers whose shutters had not been installed.

24. Defendants made refunds to some customers but the vast majority of customers failed to receive the promised refund.

25. As of the date that this lawsuit is being filed, approximately ninety (90) consumers, most of whom are senior citizens, have signed affidavits complaining about the Defendants' unfair and deceptive trade practices, as described herein.

26. Defendant ZUCHORA, at all times material hereto controlled, directed, formulated, knew, participated in, had authority to control, and approved of the various unfair and deceptive acts and practices of ZUCHORA CONSTRUCTION which are outlined above and later herein.

27. ZUCHORA and ZUCHORA CONSTRUCTION willfully violated the provisions of Chapter 501, Part II, Florida Statutes in that they knew or should have known that the various practices, outlined above, were unfair and deceptive.

WHEREFORE, the Plaintiff prays for the entry of the following orders:

A. Temporary and permanent injunctions prohibiting ZUCHORA and ZUCHORA CONSTRUCTION and their officers, agents, servants, and employees, and those persons in active concert or participation with them who receive actual notice of the Court's orders, from engaging in any activity within the State of

Florida, or, where the customer is a Florida business or resident, from outside the State of Florida, to the extent that those activities involve:

- (i) hurricane related or shutter related services;
- (ii) general contracting, or;
- (iii) the rendition of services on a 100% prepaid basis.

B. Alternatively, temporary and permanent injunctions prohibiting ZUCHORA CONSTRUCTION and ZUCHORA from billing, charging, or collecting a deposit for any service unless and until all promised services are fully and completely performed;

C. Full restitution for all affected consumers, and any injunctive relief associated therewith;

D. In the case of affected consumers who are not "senior citizens," the award of penalties in the amount of \$10,000 per violation, as provided by Section 501.2075, Florida Statutes.;

E. In the case of affected consumers who are "senior citizens," the award of penalties in the amount of \$15,000 per violation, as provided by Section 501.2077, Fla. Stat.

F. The award of reasonable attorney's fees, as provided by Section 501.2105, Florida Statutes.;

G. Costs.; and

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

Respectfully submitted,

CHARLES J. CRIST, JR.
ATTORNEY GENERAL

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