

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN HILLSBOROUGH COUNTY, FLORIDA  
- CIVIL DIVISION -**

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

Plaintiff,

**CASE NO:  
DIVISION: L**

v.

**COX POOLS OF THE GULF COAST, LLC, a  
Florida limited liability company; and  
HILLARY BELLO, an individual,**

Defendants.

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**COMPLAINT**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the “Attorney General” or “Plaintiff”), sues Cox Pools of the Gulf Coast, LLC, a Florida limited liability company (“Cox Pools”), Hillary Bello, an individual (“Bello”) (collectively, “Defendants”), and alleges the following:

**JURISDICTION AND VENUE**

1. This is an action for injunctive relief, consumer restitution, civil penalties, attorney’s fees and costs, and other statutory and equitable relief against Defendants, brought pursuant to Sections 501.207(1)(b) and 501.207(3), Florida Statutes.

2. This Court has subject matter jurisdiction pursuant to the provisions

of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (hereinafter referred to as “FDUTPA”). The Attorney General seeks relief in an amount greater than Fifty Thousand Dollars (\$50,000), exclusive of fees and costs.

3. The statutory violations alleged in this complaint (“Complaint”) occurred in, and/or affect, more than one judicial circuit, including the Thirteenth Judicial in and for Hillsborough County, Florida.

4. Venue is proper in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida pursuant to Section 47.011, Florida Statutes given that the statutory violations alleged herein have occurred, in part, in Hillsborough County, Florida, Defendants’ actions affected consumers’ property located in Hillsborough County, Florida, among others, and Cox Pools’ principal place of business was in Hillsborough County at all times material to this action.

5. The Attorney General has conducted an investigation into the matters alleged herein, and the head of the enforcing authority has determined that this enforcement action serves the public interest.

6. All conditions precedent to this action have been performed or have occurred within four (4) years of the filing of this action.

## **PARTIES**

7. The Attorney General is an enforcing authority of FDUTPA as defined in 501.203(2), Florida Statutes, and is authorized to bring this action seeking equitable, injunctive and other statutory relief, including restitution and civil penalties, pursuant to FDUTPA.

8. Cox Pools is an inactive Florida limited liability company, and at all times relevant to this action, its principal place of business was located at 9879 US Highway 41 S., Gibsonton, FL 33534.

9. Upon information and belief, since 2018 and through at least the end of 2022, the Defendants were engaged in the business of providing swimming pool design, construction and installation services to Florida consumers.

10. Bello is an individual residing in Manatee County, Florida.

11. At all times relevant to this action, Bello has been the owner and manager of Cox Pools, and as the manager and owner she has participated in, managed, and controlled the day-to-day operations of Cox Pools, including, but not limited to (1) making and/or approving operational and financial decisions, such as determining prices, amounts of advance deposits required, and when, how much, and which vendor and/or subcontractor to pay; (2) interacting with the customers of Cox Pools regarding their pool projects and issues related thereto, including but not limited to dealing with customer complaints, requests for refunds or contract

cancellations; and (3) hiring and firing employees, vendors, and subcontractors; and (4) controlling Cox Pools' bank accounts.

12. At all material times hereto, Bello directly participated in the unfair and deceptive acts and practices described herein and/or controlled or had the ability to control, and had knowledge of, the actions and practices of Cox Pools.

13. At all times material hereto, Defendants engaged in "trade or commerce" as defined in Section 501.203(8), Florida Statutes, by providing residential swimming pool design and installation services to Florida consumers.

#### **FACTS RELEVANT TO COMPLAINT**

14. Since January 2021, the Attorney General has gathered and reviewed complaints from at least twenty-seven (27) Florida consumers concerning Defendants' business practices, which collectively allege over One and One-Half Million Dollars (\$1,500,000) spent on untimely and incomplete pool projects and/or inadequate services.

15. The allegations in the consumer complaints include, but are not limited to, assertions that Defendants failed to complete swimming pool construction projects after collecting money from consumers. More specifically, according to consumer complaints and consumer records, consumers frequently paid most, if not all, of the contract price but did not receive a swimming pool.

16. On its website, Cox Pools stated that new construction pools would

be completed within 8-10 weeks.

17. Similarly, numerous consumers relevant to this action were told that their pools would be completed within 6-10 weeks, and the Defendants failed to complete the pools within a year, if at all.

18. Many consumers allege in their written complaints that (i) they paid Cox Pools approximately 95% of the agreed price, with a large portion of their pool project still uncomplete; and /or (ii) Cox Pools abandoned their pool project or caused numerous months to pass without any additional work being performed, leaving a partially built pool on consumers' property.

19. Consumers allege that the Defendants' actions caused unsafe or hazardous conditions on their property, and consumers have reported that such conditions lasted for months or even a year or longer.

20. Frequently when consumers realized their pool projects were not progressing as projected, they were unable to reach the Defendants regarding their concerns. In fact, many consumers report that no one at the company would answer the phone or substantively respond to electronic messages sent to the Defendants.

21. When consumers did reach the Defendants regarding their concerns, they frequently, and sometimes repeatedly, encountered one of the following situations:

a. the Defendants made promises regarding future work to be performed and such promises went unfulfilled;

b. the Defendants promised that equipment would be delivered and/or installed in the near future, such as “next week,” and the equipment would not arrive or be installed by the Defendants as promised;

c. the Defendants would provide the consumer with a new promised completion date, yet such promises went unfulfilled; or

d. the Defendants would provide canned responses such as, “there will be no refund provided. Your project is being completed in the order it started.”

22. Additionally, when consumers were able to communicate their problems and concerns directly to Bello, the owner of Cox Pools, Bello would personally promise that the consumer’s pool would be completed in a specific timeframe, but Defendants still failed to follow the new timeframe, or complete the pool project at all.

23. For example, one consumer contracted with Cox Pools in July 2020, and was told that his pool would be completed on or before November 22, 2020, and when that failed to happen, Bello promised that the pool would be completed in February 2021, and subsequently promised that the pool would be completed by May 30, 2021. However, as of at least June 2021, the consumer reported having a

“concrete hole” in his backyard with plumbing, electrical work, decking and pebble tech yet to be completed.

24. Some consumers told Bello they might file a complaint regarding the Defendants’ conduct with a government agency, such as the Department of Business & Professional Regulation or the county, and Bello frequently threatened that if they made such complaint their pool would not be completed or delayed even longer.

25. Even though the Defendants failed to timely or adequately complete pool projects, when consumers requested a refund of money paid for work not performed so that they could use the funds to complete the unfinished project, the Defendants frequently refused to provide such refunds.

26. Additionally, consumers reported that when they requested to cancel their contracts with the Defendants so that they could hire someone else to complete the job, the Defendants required that they withdraw any formal complaints they had made against the Defendants before they would release the consumer(s) from their contract.

27. Several consumers reported that when they did have work done on their projects, the work was inadequate. Examples include, but are not limited to, failed inspections, pool jets being placed in the wrong location, cracked tiles, defective drain channels, and leaking pools.

28. Some consumers were so desperate to complete their pool project that they contacted subcontractors that were supposedly hired by the Defendants to work on the pool and the subcontractors would refuse to do the work because the Defendants had failed to pay them past balances due and owing.

29. Similarly, some consumers reported that subcontractors placed liens on their properties because the Defendants failed to pay the subcontractors, even though consumers had paid Defendants for such work.

30. Upon information and belief at times relevant to this action, despite increasing financial trouble and a backlog of unfinished projects, Defendants solicited sales from consumers despite the fact that they knew, or should have known, they did not have the ability and/or resources to perform the work that they promised and for which consumers paid.

**THE FLORIDA DECEPTIVE  
AND UNFAIR TRADE PRACTICES ACT**

31. Section 501.204(1), Florida Statutes states that “[u]nfair 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.”

32. Section 501.203(8), Florida Statutes, defines “[t]rade 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.

33. The provisions of FDUTPA shall be “construed liberally” to promote and “protect 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.” Fla. Stat. § 501.202.

34. A person that willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of Ten Thousand Dollars (\$10,000) for each such violation, pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation victimizing a senior citizen, pursuant to Section 501.2077, Florida Statutes. Willful violations occur when the person knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule, pursuant to Section 501.2075, Florida Statutes.

**COUNT I**  
**AGAINST COX POOLS OF THE GULF COAST, LLC.**  
**(Violation of Chapter 501, Part II, Florida Statutes)**

35. The Attorney General incorporates and re-alleges the preceding paragraphs as if fully set forth herein.

36. As further set forth in paragraphs 14-30 above, Cox Pools has violated FDUTPA when it: (a) solicited and accepted funds from consumers for construction of a swimming pool, but failed to complete the agreed-upon and paid-for work; (b) failed to complete pool construction projects within promised timelines, if at all; (c) abandoned consumers' pool projects or caused numerous months to pass without work being done; (d) caused unsafe conditions on consumers' properties; (e) provided poor customer service to consumers; (f) misrepresented timelines or made unfulfilled promises regarding future work to be performed or delivery of equipment; (g) threatened to stop work on a consumer's project if the consumer formally complained about the Defendants, such as to a government agency; (h) refused to release consumers from their contracts or provide refunds for work not performed; (i) failed to pay subcontractors for work performed, which for some consumers caused liens to be filed on their property; and (j) continued to solicit new sales even though it was not completing the pool projects of existing customers.

37. Through the actions and related business practices set forth in this

Complaint, Cox Pools engaged in representations, acts, practices or omissions that are material, and that are likely to mislead consumers acting reasonably under the circumstances.

38. Through the actions and related business practices set forth in this Complaint, Cox Pools has engaged in acts or practices in trade or commerce that shock the conscience.

39. Through the actions and related business practices set forth in this Complaint, Cox Pools has engaged in acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

40. Through the actions and related business practices set forth in this Complaint, Cox Pools has engaged in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable by the consumers themselves and is not outweighed by countervailing benefits to consumers or competition.

41. Accordingly, Cox Pools has engaged in unfair or deceptive or unconscionable acts or unconscionable practices in the conduct of trade or commerce in violation of Section 501.204(1), Florida Statutes.

42. Cox Pools is subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars (\$10,000) for each violation

pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize, a senior citizen pursuant to Section 501.2077, Florida Statutes.

43. Cox Pools willfully engaged in and could continue to engage in deceptive and unfair acts and practices in that Cox Pools knew or should have known that the methods, acts or practices alleged herein were and are unfair, deceptive, unconscionable and prohibited by law.

44. These above-described acts and practices of Cox Pools have caused substantial injury to the public and will likely continue to cause injury and prejudice the public.

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

**COUNT II**  
**AGAINST HILLARY BELLO.**  
**(Violation of Chapter 501, Part II, Florida Statutes)**

46. The Attorney General incorporates and re-alleges the preceding paragraphs as if fully set forth herein.

47. Under FDUTPA, once corporate liability is established, an individual defendant may be individually liable if she participated directly in the deceptive or

unfair practices or acts, or she possessed the authority to control them and had some knowledge of such practices or acts.

48. Upon information and belief, during all times relevant to this action, Bello has been the owner and manager of Cox Pools and has controlled the day-to-day operations of Cox Pools as further described above in paragraph 11.

49. Therefore, Bello is individually liable for the unfair and deceptive acts referenced above in paragraphs 14-30 because she either directly participated in, controlled or had the authority to control and had some knowledge of such acts or practices.

50. The actions and related business practices of Cox Pools, and of Bello as the owner and manager of Cox Pools, as set forth in this Complaint shock the conscience.

51. Through the actions and related business practices set forth in this Complaint, Bello is committing acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

52. Through the actions and related business practices set forth in this Complaint, Bello is engaging in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable by the consumers themselves and is not outweighed by countervailing benefits to

consumers or competition.

53. Thus, Bello is engaged in unfair or deceptive or unconscionable acts or practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

54. Bello is subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars (\$10,000) for each violation pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize, a senior citizen pursuant to Section 501.2077, Florida Statutes.

55. Bello willfully engaged in and could continue to engage in deceptive and unfair acts and practices in that she knew or should have known that the methods, acts or practices alleged herein were and are unfair, deceptive, unconscionable and prohibited by law.

56. Unless Bello is temporarily and permanently enjoined from engaging further in the acts and practices complained of herein, Bello's actions will continue to result in irreparable injury to the public for which there is no adequate remedy at law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, prays that the Court provide the following relief:

A. Pursuant to Section 501.207(1)(b), Florida Statutes, permanently enjoin Defendants, their officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them, who receive actual notice of the injunction, from engaging in the unfair and deceptive practices alleged above, and any similar acts and practices, relating to offering or providing swimming pool design and installation, or other related services;

B. Enter a judgment in favor of the Attorney General against Defendants, jointly and severally, for violations of FDUTPA.

C. Award against Defendants, jointly and severally, such legal, equitable, or other relief as is just and appropriate pursuant to Section 501.207(3), Florida Statutes, including but not limited to restitution to consumers and disgorgement of all ill-gotten gains;

D. Assess against Defendants, jointly and severally, civil penalties in the amount of Ten Thousand Dollars (\$10,000) for each violation accordance with Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize, a senior citizen in accordance with Section 501.277, Florida Statutes;

E. Award the Attorney General reasonable attorneys' fees and costs pursuant to the provisions of Section 501.2105 and 501.2075, Florida Statutes,

against the Defendants, jointly and severally, and as otherwise allowable by applicable statutes or law; and

F. Award such other and further relief as the Court deems just and proper, including all equitable relief allowed pursuant to Sections 501.207(3), Florida Statutes.

Dated this 16<sup>th</sup> day of October 2023.

Respectfully submitted,

ASHLEY MOODY  
ATTORNEY GENERAL

*/s/ Jennifer Hayes Pinder*

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