

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL  
CIRCUIT FOR HILLSBOROUGH COUNTY, FLORIDA**

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

**Plaintiff,**

**v.**

**CASE NO.:**

**MODERN CONCEPTS CONSTRUCTION LLC;  
MODERN CONCEPTS SOLAR AND ROOFING INC.,  
MCSOLAR CAPITAL GROUP LLC;  
RAMAN DANNY CHOPRA, an individual;  
MICHAEL BENJAMIN CROWDER, an individual;  
ARMANDO BARTOLO ALMIRALL, JR., an  
individual,**

**Defendants.**

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

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (the “Attorney General”) sues Modern Concepts Construction LLC, a Florida limited liability company (“Modern Concepts Construction”), Modern Concepts Solar and Roofing Inc., (“MC Solar and Roofing”) a Florida corporation, MCSolar Capital Group LLC, (“MCSolar Capital Group”) a foreign limited liability company, Raman Danny Chopra (“Chopra”), an individual, Michael Benjamin Crowder (“Crowder”), an individual, and Armando Bartolo Almirall, Jr.

(“Almirall”), an individual, (collectively “Defendants or MC Solar Enterprise”), and alleges the following:

### **INTRODUCTION**

1. From mid-2021 through December of 2022, the Defendants, operating as a common enterprise of MC Solar, engaged in the business of residential solar sales and installations. The Defendants used a variety of sales forces, misrepresentations, and finance companies to induce consumers into entering expensive residential solar Sales and Installation Agreements. Once the financing was approved for the consumers’ solar contracts by the lending company, the Defendants paid themselves without completing the installation of the consumers’ solar systems.

2. In sum, the Defendants performed all steps required to market and commit the consumer, then took the consumers’ money without installing the solar systems. Many consumers were left without an operational solar system but owing monthly payments on a costly loan to a lender. The Defendants abandoned performance at various stages of the installation process. Additionally, many consumers’ homes were injured by the Defendants’ reckless and defective performance in the design, permitting, planning, construction, and installation of the solar systems.

3. The Defendants used the monies they converted from the solar contracts to pay themselves and fund lavish lifestyles.

4. Over the last 24 months, Defendants' business practices have generated over 422 complaints, collectively to the Attorney General, the Better Business Bureau, and the Florida Department of Agriculture and Consumer Services.

### **PARTIES**

5. Plaintiff, the Office of the Attorney General is an enforcing authority of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (hereinafter referred to as "FDUTPA"), as defined in Section 501.203(2), Florida Statutes, and is authorized to bring this action seeking injunctive and other equitable and statutory relief, pursuant to FDUTPA.

6. Defendant Modern Concepts Construction LLC ("Modern Concepts Construction") is a Florida for-profit limited liability company established in 2009 with an address of 3300 South Orange Blossom Trail, Orlando, Florida 32839. On its 2022 Amended Annual Report, the address of Modern Concepts Construction was changed to 201 N. Franklin Street, Suite 2200, Tampa, Florida 33602. At all times relevant hereto, Defendant Chopra was the owner and managing member of Modern Concepts Construction.

7. Defendant Modern Concepts Solar and Roofing Inc. ("MC Solar and Roofing") is a Florida for-profit corporation formed on November 8, 2021, with a

principal place of business at 401 E. Jackson Street, Suite 3300, Tampa, Florida 33602. The address of MC Solar and Roofing was changed to 201 N. Franklin Street, Suite 2200, Tampa, Florida in the Annual Report filed February 4, 2022.

8. Defendant MCSolar Capital Group LLC (“MCSolar Capital Group”) is a foreign for-profit limited liability company organized on June 11, 2021 in the state of Delaware that is owned and operated by Defendant Crowder with its principal place of business initially located at 401 East Jackson Street, Tampa, Florida and then at 201 N. Franklin Street, Suite 2200, Tampa, Florida.

9. “M C Solar,” “M.C. Solar,” and “MC Solar” (“MC Solar”) are names used by Defendants Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, Chopra, Crowder, and Almirall beginning on or about March of 2021. On August 3, 2022, MC Solar and Roofing registered with the Florida Division of Corporations to transact business under the fictitious names of “M C Solar,” “M.C. Solar,” and/or “MC Solar” with its principal places of business at 201 N. Franklin Street, Suite 2200, Tampa, Florida.

10. Defendant Raman Danny Chopra (“Chopra”) is an individual residing in Orange County, Florida. Chopra is a Florida licensed general contractor (license no. CGC1517598) and served as the qualifying agent of Modern Concepts Construction. Defendant Chopra obtained a license as a Florida certified roofing contractor (license no. CCC133227) on July 22, 2021. At all times relevant hereto,

Defendant Chopra held himself out as Manager, Principal Owner, President and Authorized Representative of Modern Concepts Construction and President and Managing Partner of MC Solar.

11. Defendant Michael Benjamin Crowder (“Crowder”) is an individual residing in Sarasota County, Florida. At all times relevant hereto, Defendant Crowder held himself out as the Projects Director, Managing Director, Managing Partner, and CEO of Modern Concepts Construction; Projects Director, Managing Partner, and Partner of MC Solar and Roofing; and Managing Partner of MC Solar. Crowder is also the owner of MCSolar Capital Group.

12. Defendant Armando Bartolo Almirall (“Almirall”) is an individual residing in Sumter County, Florida. At all times relevant hereto, Defendant Almirall held himself out as a Partner and Managing Partner of Modern Concepts Construction; Managing Partner and Authorized Representative of MC Solar; and Managing Partner of MCSolar Capital Group.

### **JURISDICTION AND VENUE**

13. This is an action for injunctive relief, restitution, disgorgement, civil penalties, attorney’s fees and costs, and other statutory and equitable relief against Defendants, brought pursuant to FDUTPA, including Sections 501.204, 501.207(1)(b), 501.207(3), 501.2075, and 501.2077, Florida Statutes.

14. This Court has subject matter jurisdiction pursuant to the provisions of FDUTPA. The Attorney General seeks relief in an amount greater than Fifty Thousand Dollars (\$50,000.00), exclusive of interest, costs, and attorney's fees.

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

16. The statutory violations alleged herein occurred in or affect more than one judicial circuit in the State of Florida, including the Thirteenth Judicial Circuit for Hillsborough County.

17. Venue is proper in the Thirteenth Judicial Circuit for Hillsborough County pursuant to Section 47.011, Florida Statutes. At all times relevant to this action, the principal places of business for Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and MC Solar Enterprise were in Hillsborough County, Florida. Defendants Chopra, Crowder, and Almirall worked from those same business locations. The actions at issue herein accrued in Hillsborough County, Florida, as well as other counties within the State of Florida.

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

19. All conditions precedent to this action have been performed or have occurred.

## STATEMENT OF FACTS

### **A. Defendants' Business Acts and Practices**

20. From on or about July of 2019 through March of 2021, Pathfinder Energy Solutions LLC ("Pathfinder") operated from 401 E. Jackson Street, Suite 3300, Tampa, Florida as a marketing company that sold residential solar systems.

21. At all times relevant hereto, Defendants Crowder and Almirall were principals of Pathfinder and had operational control and actual or constructive knowledge of all material acts and practices of Pathfinder.

22. As Pathfinder's business grew and the market for residential solar sales increased, Defendants Crowder and Almirall elected to expand the operations of Pathfinder to include installation of the solar systems sold by Pathfinder. Defendants Crowder and Almirall approached Defendant Chopra, a general contractor, about the installation of the solar systems.

23. In April of 2021, Defendants Chopra, Crowder, and Almirall entered into an arrangement wherein Modern Concepts Construction would operate to market, sell, and install residential solar systems using Defendant Chopra's contracting license and the name of MC Solar.

24. In April of 2021, MC Solar began operating out of Pathfinder's office located at 401 E. Jackson Street, Suite 3300, Tampa, Florida for the purpose of marketing, selling, and installing residential solar systems. Defendant Crowder

focused upon management and marketing. Defendant Almirall focused upon sales. Defendant Chopra's construction license was used to obtain solar permits for the installation of the solar systems.

25. In furtherance of their business operations, Defendant Chopra on April 2, 2021, opened a bank account at J.P. Morgan Chase & Co. in the name of Modern Concepts Construction for the deposit of operational monies received from the sales of residential solar systems. Defendants Chopra and Crowder were the only signatories on the Modern Concepts Construction operating account at Chase.

26. In furtherance of their operations, Defendants Chopra, Crowder, and Almirall retained a sales force, submitted applications to third-party lenders for consumer financing, leased vehicles, and entered into agreements with third-party suppliers, subcontractors, and vendors.

**i) MC Solar Common Enterprise**

27. From on or about March of 2021 through December of 2022, MC Solar Enterprise sold residential solar systems and roofs to consumers using the names of Modern Concepts Construction, MC Solar and Roofing, and MC Solar.

28. In November of 2021, MC Solar moved its business from 401 E. Jackson Street, Suite 3300, Tampa, Florida to 201 N. Franklin St., Suite 2200, Tampa, Florida.



29. At all times relevant hereto, Defendants Chopra, Crowder, and Almirall conducted business and held themselves out to the public under the names of Pathfinder, Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and MC Solar as if they were interchangeable. For example:

- a. While “Modern Concepts Construction, LLC” was the company identified within the body of the Installation and Sales Agreements as the contracting party, it was referred to as “Modern Concepts” and the “MC Solar”<sup>1</sup> logo appeared at the top of each agreement. This is the logo used by the Defendants on the Sale and Installation Agreements:



- b. Modern Concepts Construction applied for credit with a vendor licensed to conduct business in the state by listing Modern Concepts Construction as the customer and listing Modern Concepts Solar as its fictitious name (which is factually incorrect) and listing the physical and email addresses of Pathfinder.
- c. Although consumers contracted with Modern Concepts Construction, those who cancelled their contracts beyond the 3-day rescission window received invoices from Modern Concepts

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<sup>1</sup> At all times since on or about March of 2021, MC Solar, M.C. Solar and M C Solar were names interchangeably used by Defendants Modern Concepts Construction, Modern Concepts Solar and Roofing, MCSolar Capital Group, Chopra, Crowder and Almirall. On August 3, 2022, Modern Concepts Solar and Roofing, Inc., registered the fictitious names of MC Solar, M.C. Solar and M C Solar with the Florida Division of Corporations.

Construction, that directed payment to MCSolar Capital Group for expenses allegedly incurred by Modern Concepts Construction.

30. Additionally, the Defendants Chopra, Crowder, and Almirall commingled funds and shared resources among the named entities as if they were the same business. For example:

- a. Payroll for employees of Pathfinder was paid from the bank account of Modern Concepts Construction;
- b. Payroll for employees of Modern Concepts Construction was paid from a bank account of MCSolar Capital Group;
- c. Health insurance coverage for employees of Pathfinder was paid from the bank account of Modern Concepts Construction;
- d. Liability insurance coverage for Modern Concepts Construction, MC Solar and Roofing, and Pathfinder was combined into one policy;
- e. Some vendors who did work for Modern Concepts Construction and/or MC Solar and Roofing were paid from a bank account of MCSolar Capital Group; and
- f. Vehicle leases, insurance, contracts, and invoices were also commingled among the entities.

31. Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and MC Solar conducted the business practices described herein through an interrelated network of companies that had common ownership, officers, managers, business functions, and employees that commingled funds and engaged in a common scheme.

32. At all times relevant hereto, the individual Defendants, Chopra, Crowder, and Almirall, and the Defendant entities operated MC Solar as a common enterprise in the marketing, sale, financing, and installation of residential solar systems to consumers in that they had a community of interest, joint control or right of control, a joint proprietary interest, and a right to share in the profits and/or losses arising from the consumer contracts.

33. At all times relevant to this action, the individual Defendants Chopra, Crowder, and Almirall transferred or wired funds from the bank accounts of Modern Concepts Construction, MC Solar and Roofing, and/or MCSolar Capital Group into:

- a. Bank accounts of the other Defendant entities;
- b. Other bank accounts owned by the individual Defendants;
- c. Other bank accounts belonging to friends and family members of the individual Defendants; and
- d. Bank accounts of other corporations owned and or operated by the individual Defendants unrelated to Modern Concepts Construction.

34. Additionally, the individual Defendants Chopra, Crowder, and Almirall loaned and transferred large sums of money among themselves and the Defendant entities on their respective balance sheets.

35. At all times relevant to this action, Defendants Chopra, Crowder, and Almirall and the Defendant entities, while engaging in the unfair and deceptive practices alleged herein, operated MC Solar as a common enterprise for the principal

purpose of generating proceeds to unjustly enrich the Defendants at the expense of consumers seeking roofs and/or residential solar systems.

36. Defendants Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, Chopra, Crowder, and Almirall are jointly and severally liable for the acts and practices of the MC Solar common enterprises alleged herein and have been unjustly enriched as a result of their unfair and deceptive business practices in trade and commerce.

**ii) Sales Representations**

37. Since their venture into the solar industry, Defendants, through MC Solar Enterprise, have engaged in unfair and deceptive trade practices in their marketing and selling of residential solar systems. The Defendants misled consumers about material details of their purchase and engaged in unfair and deceptive trade practices throughout the transaction.

38. To increase and maintain a high volume of sales, MC Solar Enterprise employed in-house sales representatives, independent contractor sales representatives, and over twenty third-party sales organizations. All sales representatives were paid commissions based upon a percentage of the contract amount sold to the consumer.

39. MC Solar Enterprise, through its sales representatives, solicited residential consumers through lead-generated sales, direct dialing, outside

advertisements, and door-to-door home solicitations without the home solicitation permits required by Section 501.021 et seq., Florida Statutes.

40. The sales representatives of MC Solar Enterprise made the following misrepresentations of material facts to consumers:

- a. Defendants had several years of experience in the solar industry with a great reputation and satisfied customers;
- b. Defendants would arrange for all necessary permits;
- c. Defendants could complete the installation faster than its competitors because of its access agreements with suppliers;
- d. Defendants would provide a system capable of being connected to the local utility's grid within weeks or a few months;
- e. The solar systems, as Defendants installed them, would interconnect with the electric grid, with cooperation from their respective electric service providers, so that consumers would receive the benefit of no monthly electric bill, a significantly reduced monthly electric bill, or a monthly profit from net metering;
- f. The solar systems, as Defendants installed them, would entitle a consumer to a federal tax incentive or credit, in the amount of 25% - 30% of the contract price that could be used to pay down the principal of the solar loan, to keep the monthly payment amounts from increasing;
- g. Defendants would reimburse all solar loan payments that consumers were obligated to pay until their systems were operational; and
- h. Defendants guaranteed a twenty-five (25) year warranty on workmanship and a twenty-five (25) year production warranty on the solar panels.

41. The misrepresentations of material facts made by the sales representatives of MC Solar Enterprise were made for the purpose of having the consumers rely upon them and to induce the consumers into contracting with Modern Concepts Construction, MC Solar and Roofing, and/or MC Solar.

42. At all times relevant hereto, Defendants Modern Concepts Construction, MC Solar and Roofing, MC Solar Enterprise, Crowder and Almirall knew, or should have known, of the material misrepresentations of fact being made by the Defendants' sales representatives.

43. While in the consumers' home, the sales representatives of MC Solar Enterprise used a computer program, the consumers' electric bills, and Google Earth photographs of the consumers' roofs to estimate the design and type of solar system appropriate for that site-specific consumer.

44. In that the sales representatives of MC Solar Enterprise had minimal or no electrical contracting or engineering experience, the consumers' initial agreements were entered without any site-specific information as to:

- a. The type and design of system appropriate for the home;
- b. The location of the system, *i.e.*, roof or ground mounted;
- c. Assessment of present electric service and panel box including type, size and voltage;
- d. Equipment locations;
- e. Consideration of applicable codes; and

f. Consideration of the consumer's priorities.

45. Modern Concepts Construction and MC Solar entered into Sales and Installation Agreements with consumers. The Defendants did not provide the consumers with a separate written statement containing the information and disclosures mandated by Section 520.23, Florida Statutes in the sale of residential solar systems.

46. The sales representatives of MC Solar Enterprise presented consumers with agreements and solicited consumers' electronic signatures on the sales representatives' handheld devices. In some instances, the sales representatives emailed consumers an internet link to sign the Sales and Installation Agreements. In either case, the Sales and Installation Agreements were executed while the sales representatives were still in the consumers' homes with little to no time for the consumers to review the agreements before executing them.

47. The Installation Agreements did not include the required written statement explaining the consumer's rights under the Florida Homeowners' Construction Recovery Fund as provided in Section 489.1425, Florida Statutes.

48. Some consumers advised that they were never provided with copies of their fully executed Sales and Installation Agreements, despite requests for the same.

49. MC Solar Enterprise contracted with some senior consumers who lacked the mental competency necessary to execute a legally binding contract.

50. While in consumers' homes, the sales representatives of MC Solar Enterprise took photographs of consumers' state-issued photo identification that they later provided to the office staff of MC Solar Enterprise.

51. The office staff of MC Solar Enterprise subsequently used the information from the consumers' photo identifications to notarize legally required documents they did not witness, such as the Notices of Commencement and Termination.

52. Some consumers of MC Solar Enterprise have alleged that their signatures were copied from documents they signed and applied, without their authorization, to documents they had never seen, including Sales and Installation Agreements, financing agreements, and Notices of Commencement and Termination.

53. In some cases, consumers who needed a roof replacement were sold a new roof and solar system by the sales representatives of MC Solar Enterprise who had minimal or no experience as roofing contractors, limiting their ability to accurately estimate the scope of work required and the costs that would be incurred for the consumer's new roof.

**iii) Third-Party Lenders**

54. Many consumers were required to enter financing agreements with third-party lenders in order to finance the costs of their new solar system. As MC



Solar Enterprise had previously established relationships and rates with specified third-party lenders, their sales representatives had a variety of financing programs, with assorted terms and interest rates, to offer consumers. The sales representatives used the consumer's electric bill to shop for financing terms wherein the consumer's monthly payment for the solar system would be less than the consumers' electric bill.

55. For the purpose of inducing consumers to enter into Sales and Installation Agreements, the sales representatives of MC Solar Enterprise misrepresented financing costs, including the actual interest rate charged and the cost to buy down the interest rate, to the consumers in order to make the consumers' monthly payment for their residential solar system and/or new roof equal or less than their present electric bill.

56. Consumers who financed their residential solar system and/or new roof paid finance charges, interest, and a program fee of approximately 0.01 - 45% of the total contract price.

57. After consumers' projects were financed, Defendant Crowder repeatedly falsified to the third-party lenders the status of the solar system installations on many consumers' homes in order to receive immediate funding of the loans.

58. Based upon the false representations of Defendant Crowder, the third-party lenders funded many consumers loans to MC Solar Enterprise for systems that were not operational, were not completed, or were not completely installed.

59. In that the consumers loans were prematurely funded by the third-party lenders, the consumers were contractually obligated to begin making monthly payments to the lenders regardless of whether or not the solar systems and/or roofs were delivered, installed, completed, or operational.

**iv) Failure to Perform**

60. Defendant MC Solar Enterprise entered into Sales and Installation Agreements with consumers and either accepted cash or third-party lender funding as consideration for the contracts. Having entered the contracts and accepted payment, Defendants MC Solar Enterprise, Chopra, Crowder, and Almirall by and through Defendants Modern Concepts Construction, MC Solar and Roofing, and/or MCSolar Capital Group failed to perform on their contracts to the consumers.

61. Defendant MC Solar Enterprise used the general contractors license of Defendant Chopra to obtain permits for the solar system installations and the roofing license of Defendant Chopra and other licensed roofers to obtain roofing permits.

62. All other aspects of MC Solar Enterprise's performance owed to the consumers was contracted to independent third-party vendors or subcontractors by various employees of the Defendants with little or no coordination as to the

specifications of the contract or management of the project. As there was little or no attention to specifications and no consistent management of the consumers' projects, the Defendants failed to timely complete and install the consumers' residential solar systems and/or roofs.

63. Having received funding from the third-party lenders, MC Solar Enterprise delayed or failed to pay their third-party subcontractors, vendors, engineers, electricians, installers, roofers, and suppliers who had worked on the consumers' systems. The unpaid third parties threatened to record claims of liens on the consumers' properties for the work they performed and/or materials they provided.

64. The Modern Concepts Construction and MC Solar Installation Agreement provided that "Modern Concepts shall provide the services . . . using personnel of required skill, experience, and qualifications in a professional manner [and] in a manner consistent with that level or care and skill ordinarily exercised by members of the profession currently working under similar conditions in the site's locality." Defendant MC Solar Enterprise misrepresented the services to be provided as it, in many instances, improperly installed panels and installed panels that were not specified by the engineer. Additionally, many consumers' homes and properties were damaged by the defective or improper construction and operations of MC Solar

Enterprise and its subcontractors in the delivery of materials, the installation of the roofs and solar panels, and modifications to the electrical systems.

65. The Modern Concepts Construction and MC Solar Installation Agreement further provided that “Modern Concepts represents and warrants that it has and will maintain all permits, licenses and any other authorizations that are required in order to fulfill its obligations under this Agreement.” Defendant MC Solar Enterprise failed to fulfill this obligation and repeatedly forged applications for permits, obtained permits after installations began, or wholly failed to obtain necessary permits.

66. The Modern Concepts Construction and MC Solar Installation Agreement also provided that “Modern Concepts will give Customer prompt written notice of any such event that is reasonable likely to result in a delay or failure to perform pursuant to this Section.” However, Defendant MC Solar Enterprise failed to provide notice of delays in installations, failed to appear to install, and failed to respond to consumers’ repeated phone calls, emails, and text messages to ascertain the status of their project. In short, MC Solar Enterprise abandoned the consumers and their projects.

67. The Modern Concepts Construction and MC Solar Installation Agreement also provided a twenty-five (25) year warranty on workmanship and a

twenty-five (25) year production warranty on the solar panels. Defendant MC Solar Enterprise failed to honor the warranties on its workmanship and equipment.

68. Some consumers cancelled their agreements with Defendant MC Solar Enterprise within the statutory 3-day rescission period. Defendant MC Solar Enterprise retained an attorney and mailed demand letters with invoices to the consumers for expenses allegedly incurred within those three days.

69. Numerous consumers cancelled their agreements with Defendant MC Solar Enterprise after the statutory 3-day rescission period for reasons relating to the failure to perform by, the bad reviews of, and the lack of communication from MC Solar Enterprise. As to those consumers, MC Solar Enterprise issued invoices seeking payment for expenses not incurred, or when the expenses had been incurred, inflated invoices were sent to the consumers. When the consumers failed to pay the invoices, MC Solar Enterprise engaged an attorney to send demand letters with increased attorney's fees. Although the invoices were issued by Modern Concepts Construction and/or MC Solar, nearly all invoices directed that payment be made to MCSolar Capital Group.

70. At all times relevant hereto, Defendants Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, Chopra, Crowder, and Almirall knew or should have known that their conduct harmed consumers in that they:

- a. Delayed or failed to pay subcontractors and vendors exposing the consumers' properties to claims of lien;
- b. Improperly installed solar panels, electrical systems, and other materials;
- c. Caused damage to the consumers' property through negligent and defective construction;
- d. Failed to obtain permits and/or installed without permits;
- e. Failed to provide notice of delays and/or abandoned the consumers' projects;
- f. Falsely promised 25-year warranties on workmanship and materials;
- g. Mailed demand letters with invoices to consumers who canceled within the 3-day rescission window;
- h. Mailed demand letters with inflated invoices to consumers who canceled for cause;
- i. Recorded liens on consumers' homes;
- j. Failed to fully install the consumers' solar systems;
- k. Failed to honor its promise to reimburse consumers' loan payments until their solar systems were complete;
- l. Failed to make the consumers' solar system capable of connecting to the grid; and
- m. Failed to provide the consumers who purchased the systems with the ability to generate electricity.

71. At all times relevant hereto, Defendants Crowder, and Almirall knew, or should have known, that their conduct by and through Defendant MC Solar Enterprise would harm, has harmed and continues to harm consumers in that the

premature notice to the lenders that the installations had been completed would trigger funding of the loans obligating the consumers to pay on their loans before their systems were fully installed and inspected.

**v) Consumer Complaints**

72. In all cases, had the consumers known of Defendant MC Solar Enterprise's pattern of failing to install solar systems, while leaving consumers obligated to make loan payments, the consumers would not have contracted with MC Solar Enterprise.

73. Since the beginning of its investigation, the Attorney General has received and reviewed consumer complaints from Florida residents concerning the Defendants' business practices.

74. The complaints raised by the consumers have common issues such as:
- a. The collection of payment for installation services that were never performed;
  - b. Installation services that were performed without necessary permitting;
  - c. Installation services that caused damage to existing property;
  - d. Installation services that failed a safety inspection(s), were illegal, were not technically feasible to operate, or were not compatible with local electric grids; and
  - e. Installation of the wrong solar panels and/or fasteners.

75. For any or all of the above stated reasons, consumers were left with roofs and solar systems that did not pass inspection or meet the intended purpose of interconnection to the electric grid.

76. Consumers also complained that Defendant MC Solar Enterprise made false promises regarding project timelines. Defendant promised that systems would be fully operational within weeks to a few months; however, the wait increased significantly as the necessary permits were not obtained, the systems were not installed consistent with approved engineering plans, the systems failed inspections, and the permits/plans had to have multiple amendments as no site inspection was conducted before the plans were submitted.

77. In most instances, consumers were left waiting on jobs that were never completed. Many consumers remain waiting today. Other consumers paid out-of-pocket to make their systems operational.

78. When consumers contacted Defendant MC Solar Enterprise via phone, email, and/or text message to complete the installation, to ask questions, or to share concerns or complaints, the Defendant ignored them, failed to provide solutions, or paid the consumers in money or gift cards in an attempt to pacify the consumers.

79. When consumers called the customer service number provided by MC Solar Enterprise, they were placed on indefinite hold while waiting for a customer service representative. Hold times often ranged from one to four hours before



consumers would terminate the call on their own. In one instance, a consumer reported waiting seven hours before disconnecting the call. Similarly, MC Solar Enterprise staff repeatedly failed to respond to consumer emails or text messages.

80. On at least one occasion, Defendants Crowder and Almirall even locked the office doors of 201 N. Franklin Street, Suite 2200 Tampa, Florida to prevent frustrated consumers from entering and confronting staff about their unaddressed complaints.

81. Defendants Crowder and Almirall also repeatedly failed to address complaints filed with the Better Business Bureau.

82. Many consumers who filed complaints were senior citizens, persons with a disability, military servicemembers, or the spouses of military servicemembers at the time they contracted with MC Solar Enterprise.

83. Because MC Solar Enterprise failed to timely perform, many consumers were obligated to begin their loan repayments before their solar systems were operational which left the consumers paying both their electric bill and their loan payment for a non-functioning solar system.

84. In an effort to appease the consumers, Defendants Crowder and Almirall reimbursed many consumers for loan payments made prior to Defendants' completion of their systems. Defendants Crowder and Almirall also gave complaining consumers miscellaneous gift cards in an attempt to buy their favor.

85. Despite the representations of MC Solar Enterprise as to guaranteed tax incentives at the time of sale, many consumers subsequently learned that they did not qualify or were not entitled to receive any tax incentive.

## **B. Individual Defendants**

### **i) Defendant Danny Chopra**

86. Beginning in April of 2021, Defendant Chopra possessed actual or constructive knowledge of all material acts and practices and/or possessed the authority to control the acts and practices of Modern Concepts Construction and MC Solar Enterprise.

87. Defendant Chopra's knowledge and control included many aspects of MC Solar Enterprise's operations, including marketing, sales, and installation of residential solar systems to consumers from the initial sales call with the consumer, the third-party financing agreement, and the installation including, but not limited to the:

- a. Opening and maintaining of business bank accounts;
- b. Hiring, compensating, and terminating of employees;
- c. Oversight of all financing and lending agreements entered with third-party lenders;
- d. Execution of agreements with vendors;
- e. Performance of the installation including licensing, permitting, materials purchased, installation, inspections, and final permission to operate; and

- f. Oversight of consumer contracts and payments made pursuant to said contracts.

88. From on or about March of 2021 through September of 2022, Defendant Chopra executed numerous agreements with lenders, vendors, and subcontractors on behalf of MC Solar Enterprise.

89. On August 10, 2022, Defendant Chopra terminated Defendant Almirall. After Almirall's departure, Defendants Crowder and Chopra continued to operate and manage Modern Concepts Construction and MC Solar Enterprise.

90. On November 11, 2022, Defendant Crowder resigned from Modern Concepts Construction and/or MC Solar. After Crowder's departure, Defendant Chopra continued to operate and manage Modern Concepts Construction and MC Solar Enterprise.

91. At all times relevant hereto, Defendant Chopra failed to oversee and supervise:

- a. The verification of project completion before the funding of payments on the consumers' loans;
- b. The payments made to third-party subcontractors, vendors, engineers, electricians, installers, roofers, and suppliers who had worked on the consumers' systems; and
- c. All performance due under the Sales and Installation Agreements.

92. Defendant Chopra knew, or should have known, that his conduct was unfair, deceitful, and injurious to the consumers.

**ii) Defendant Michael Crowder**

93. From April of 2021 through December of 2022, Defendant Crowder possessed actual or constructive knowledge of all material acts and practices complained of herein and directly or indirectly controlled, or possessed the authority to control, the acts and practices of Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and MC Solar Enterprise.

94. Defendant Crowder's knowledge and control included every aspect of the MC Solar Enterprise's operations, including marketing, sales, and installation of residential solar systems to consumers from the initial sales call with the consumer, the third-party financing agreement, and the installation including, but not limited to, the:

- a. Opening, maintaining and controlling business bank accounts;
- b. Hiring, compensating, and terminating employees;
- c. Hiring and compensating the sales force used to induce consumers into purchasing residential solar systems;
- d. Executing agreements with vendors and subcontractors;
- e. Oversight of all financing and lending agreements entered with third-party lenders;
- f. Funding and payment of every consumer contract; and
- g. Performance of the installation including permitting, materials purchased, installation, inspections, and final permission to operate.

95. Defendant MCSolar Capital Group was used by Defendants Crowder and Almirall to open bank accounts wherein funds from the operational account of Modern Concepts Construction were commingled. MCSolar Capital Group was also used by Defendants Crowder and Almirall for invoices, payroll and other contracts of Modern Concepts Construction, MC Solar and Roofing, and/or MC Solar Enterprise.

96. At all times relevant hereto, Defendant Crowder exercised control of and had signature authority over all corporate bank accounts used by Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and/or MC Solar Enterprise.

97. To maintain third-party consumer financing, Defendant Crowder, on April 1, 2022, and again on July 27, 2022, signed a Financing Program Agreement with a third-party lender as the managing partner of Modern Concepts Construction.

98. Defendant Crowder exercised direct authority and control over the funding of consumer loans financed by third-party lenders for MC Solar Enterprise.

99. Pursuant to the terms of the finance agreements entered with the various lenders, Modern Concepts Construction and MC Solar and Roofing, as the contractors, were to certify to the finance company(s) the particular date when the contractor achieved a funding milestone on a consumer's project. After certification

of the milestone completion, the lenders were obligated to electronically deposit the funds earned into accounts of MC Solar Enterprise.

100. Defendant Crowder's authority and control extended to providing notification of milestone completions for each respective consumer's project to the lender for the funding of the loan.

101. During 2021 and 2022, Defendant Crowder routinely and falsely certified to the third-party lenders that funding milestones on consumers' projects had been completed when, in fact, they had not been achieved or started.

102. In falsifying the consumer milestones achieved, Defendant Crowder converted the consumers' and the third-party lenders' money to MC Solar Enterprise.

103. After receiving the consumers' converted funds into the operating accounts of MC Solar Enterprise, Defendant Crowder failed to ensure that the consumers' projects were properly permitted, installed, inspected, completed and made operational by Modern Concepts Construction and MC Solar and Roofing, or any of the other Defendant entities.

104. Additionally, Defendant Crowder, by and through MC Solar Enterprise, failed to pay the various third-party suppliers, installers, subcontractors, engineers, and vendors associated with performance on the consumers' project(s).

105. After converting the consumers' and lenders' money to MC Solar Enterprise through the false milestone submissions, Defendant Crowder misappropriated and transferred a yet undetermined amount of money from the various bank accounts belonging to Modern Concepts Construction, MC Solar and Roofing, and MCSolar Capital Group into his personal bank accounts for his personal use. Defendant Crowder also used the various bank accounts belonging to Modern Concepts Construction, MC Solar and Roofing, and MCSolar Capital Group to make personal purchases.

106. On or about November 10, 2022, Defendant Crowder resigned from MC Solar Enterprise without making any efforts or arrangements to cure the injured consumers and/or reimburse the stolen money.

107. At all times relevant to this action, Defendant Crowder conducted the business of MC Solar Enterprise from the offices located at 401 E. Jackson Street, Suite 3300 Tampa, Florida and 201 North Franklin Street, Suite 2200, Tampa, Florida.

108. Defendant Crowder knew, or should have known, that his conduct was unfair, deceitful, and injurious to consumers.

**iii) Defendant Armando Almirall**

109. From April of 2021 through August 10, 2022, Defendant Almirall possessed actual and/or constructive knowledge of all material acts and practices

complained of herein and directly or indirectly controlled, and/or possessed the authority to control, the acts and practices of Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and/or MC Solar Enterprise.

110. Defendant Almirall's knowledge and control included many aspects of MC Solar Enterprise's operations, including marketing, sales, and installation of residential solar systems to consumers from the initial sales call with the consumer, the third-party financing agreement, and the installation including, but not limited to the:

- a. Oversight of all financing and lending agreements entered with third-party lenders;
- b. Execution of agreements with vendors;
- c. Funding and payment of consumer contracts; and
- d. Performance of the installation including licensing, permitting, materials purchased, installation, inspections, and final permission to operate.

111. Defendant Almirall had control and signature authority over corporate bank accounts owned by Modern Concepts Construction, MC Solar and Roofing, and MCSolar Capital Group.

112. At all times relevant hereto, Defendant Almirall assisted and encouraged Defendant Crowder in falsely certifying to the third-party lenders that funding milestones on respective consumers had been completed when, in fact, they had not been achieved or even started.



113. At all times relevant hereto, Defendant Almirall knew, or should have known, that Defendant Crowder was falsely certifying to the third-party lenders that funding milestones on respective consumer's projects had been met when they had not been achieved.

114. At all times relevant hereto, Defendant Almirall benefited from Defendant Crowder's conversion of the consumers' and the third-party lenders' money to MC Solar Enterprise.

115. After receiving the consumers' converted funds into the operating accounts of MC Solar Enterprise, Defendant Almirall failed to ensure that the consumers' projects were properly permitted, installed, inspected, completed and made operational by MC Solar Enterprise.

116. Additionally, Defendant Almirall, by and through MC Solar Enterprise, failed to pay the various third-party suppliers, installers, subcontractors, engineers, and vendors associated with performance on the consumers' project(s).

117. After assisting and encouraging Defendant Crowder, or after having actual or constructive knowledge of Defendant Crowder's conversion of money through the false milestone submissions, Defendant Almirall misappropriated and transferred a yet undetermined amount of money from the various bank accounts belonging to Modern Concepts Construction, MC Solar and Roofing, and MCSolar Capital Group into his personal bank accounts for his personal use. Defendant

Almirall also used the various bank accounts belonging to Modern Concepts Construction, MC Solar and Roofing, and MCSolar Capital Group to purchase luxury items for himself and transfer large sums of money to a girlfriend and various family members.

118. On or about August 10, 2022, Defendant Almirall was terminated from MC Solar Enterprise without making any efforts or arrangements to cure the injured consumers and/or reimburse the stolen money.

119. At all times relevant to this action, Defendant Almirall conducted the business of MC Solar Enterprise from the offices located at 401 E. Jackson Street, Suite 3300 Tampa, Florida and 201 North Franklin Street, Suite 2200, Tampa, Florida.

120. Defendant Almirall knew, or should have known, that his conduct was unfair, deceitful, and injurious to consumers.

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

121. Section 501.204(1), Florida Statutes, states that “[u]nfair methods of competition, unconscionable act or practices, and unfair and deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

122. 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.

123. 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.” §501.202, Fla. Stat.

124. A person who 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 or disabled person, pursuant to Section 501.2077, Florida Statutes. Willful violations occur when the person knows or should have known that the conduct in question was deceptive or unfair or prohibited by rule, pursuant to Section 501.2075 and 501.2077, Florida Statutes.

125. FDUTPA prohibits “deceptive acts or practices in the conduct of any trade or commerce.” Section 501.204(1), Florida Statutes.

126. A practice is deceptive under FDUTPA when there is a “representation, omission, or practice that is likely to mislead the consumer acting reasonably in the circumstances, to the consumer’s detriment.” *PNR, Inc., v. Beacon Property*

*Management, Inc.*, 842 So. 2d 773, 775 (Fla. 2003); *Millennium Communications & Fulfillment, Inc., v. Office of the Attorney General*, 761 So. 2d 1256, 1263 (Fla. 3d DCA 2000); *Harrison v. Lee Auto Holdings, Inc.*, 295 So. 3d 857 (Fla. 1st DCA 2020); *Zlotnick v. Premier Sales Grp., Inc.*, 481 F. 3d 1281, 1284 (11th Cir. 2007).

127. An unfair practice is one that “offends established public policy and one that is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.” *Rollins, Inc. v. Butland*, 951 So. 2d 860, 869 (Fla. 2nd DCA 2006) (internal quotation and citation omitted); See also, *Porsche Cars N. Am., Inc. v. Diamond*, 140 So. 3d 1090, 1096 (Fla. 3d DCA 2014) (explaining that this standard is based on a 1964 Federal Trade Commission (“FTC”) policy statement).<sup>2</sup> Recently, a number of Florida courts have explicitly adopted the standard of unfairness articulated in the FTC’s 1980 Policy Statement and later codified by Congress, that provides a three-part test for unfairness: “the act or practice causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.” *Porsche Cars*, 140 So. 3d at 1098 (quoting Federal Trade Commission Act Amendments of 1994, Pub. L. No. 103–312, § 9, 108 Stat. 1691 (codified as amended at 15 U.S.C. § 45(n) (1994))).

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<sup>2</sup> FDUTPA itself instructs courts to look to the standards of unfairness and deception set forth and interpreted by the FTC or the federal courts. See § 501.203(3), Fla. Stat., (““Violation of this part” means any violation of this act or the rules adopted under this act and may be based upon any of the following as of July 1, 2017: . . . The standards of unfairness and deception set forth and interpreted by the Federal Trade Commission or the federal courts.”)

128. When a common enterprise exists, each corporation may be held liable for the others' violations. *FTC and Office of the Attorney Gen. v. Life Mgmt Services of Orange County, et al*, 350 F. Supp. 3d 1246, 1257 (M.D.Fla. 2018).

**COUNT I:**  
**AGAINST ALL DEFENDANTS**  
**(Violation of Florida Deceptive and Unfair Trade Practices Act)**

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

130. Since March of 2021, MC Solar, M.C. Solar, and M C Solar were names interchangeably used by Defendants Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, Chopra, Crowder, and Almirall.

131. At all times relevant hereto, Defendants Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, Chopra, Crowder, and Almirall engaged in a common enterprise in performance of a common purpose to market, sell, and install residential solar systems and/or roofs to consumers by and through MC Solar Enterprise.

132. At all times relevant hereto, Defendants Chopra, Crowder, and Almirall, by and through Modern Concepts Construction, MC Solar and Roofing, and MCSolar Capital Group, shared a joint right of control over Defendant MC Solar Enterprise in that:

- a. Employees of Modern Concepts Construction and/or MC Solar and Roofing were also employed by MCSolar Capital Group;

- b. MCSolar Capital Group paid subcontractors and vendors who did work for Modern Concepts Construction and/or MC Solar and Roofing;
- c. MCSolar Capital Group paid suppliers who provided materials for Modern Concepts Construction and/or MC Solar and Roofing;
- d. MCSolar Capital Group paid permitting fees to various Florida counties for solar installations to be performed by Modern Concepts Construction and/or MC Solar and Roofing;
- e. MCSolar Capital Group established business bank accounts at the bank where Modern Concepts Construction and MC Solar and Roofing had business accounts;
- f. MCSolar Capital Group commingled funds with Modern Concepts Construction and MC Solar and Roofing;
- g. MCSolar Capital Group shared common addresses and used the same office spaces as Modern Concepts Construction and MC Solar and Roofing; and
- h. MCSolar Capital Group had one corporate officer or manager in common with Modern Concepts Construction and MC Solar and Roofing.

133. At all times relevant hereto, Defendants Modern Concepts Construction, MC Solar and Roofing, and MCSolar Capital Group shared a joint proprietary interest in the monies of Defendant MC Solar Enterprise in that millions of dollars were transferred between the operating accounts belonging to Modern Concepts Construction and MC Solar and Roofing and the accounts belonging to MCSolar Capital Group.

134. At all times relevant hereto, Defendant MC Solar Enterprise shared a right to share in the profits of Defendants Modern Concepts Construction, MC Solar and Roofing, and MCSolar Capital Group in that consumers who were invoiced for expenses incurred by MC Solar Enterprise, after cancelling beyond their 3-day rescission period, were directed to pay MCSolar Capital Group.

135. While engaged in trade or commerce, Defendant MCSolar Enterprise violated FDUTPA by engaging in a common enterprise that promoted and furthered unfair and deceptive trade practices in:

- a. Inducing consumers to enter into Sales and Installation Agreements through misrepresentations;
- b. Unfairly confusing the consumers as to the identity of the contracting party;
- c. Accepting money from consumers and then failing to perform;
- d. Taking the consumers' money before performance was commenced and/or completed;
- e. Failing to pay vendors, subcontractors, engineers, and installers for services provided to consumers;
- f. Failing to pay suppliers who provided materials to consumers;
- g. Mailing demand letters with invoices to consumers who cancelled within the 3-day rescission window;
- h. Mailing demand letters with inflated invoices to consumers who canceled for cause;
- i. Causing damage to the consumers' property through improper or defective construction;

- j. Failing to obtain permits and installing the solar panels without permits;
- k. Failing to provide notice of delays;
- l. Abandoning the consumers' projects;
- m. Promising 25-year warranties on workmanship and materials that they could not and did not fulfill;
- n. Failing to fully install the consumers' solar systems;
- o. Failing to make the consumers' solar system capable of connecting to the grid;
- p. Failing to provide the consumers who purchased the systems with the ability to generate electricity;
- q. Entering into Sales and Installation Agreements without any site-specific information as to the design, location, and specifications required for the consumers' solar system;
- r. Failing to perform the installation in accordance with industry standards, resulting in failed inspections; and
- s. Failing to honor promises to reimburse certain solar loan payments to the consumers.

136. While engaged in trade or commerce, Defendant MC Solar Enterprise from on or about April 2021 through December of 2022, violated FDUTPA by making the following misrepresentations and false statements of material facts to consumers during sales calls and visits to consumers' homes:

- a. Defendant had several years of experience in the solar industry with a great reputation and satisfied customers;
- b. Defendant would arrange for all necessary permits;



- c. Defendant could complete the installation faster than its competitors because of its access agreements with suppliers;
- d. Defendant would provide a system capable of being connected to the local utility's grid within weeks or a few months;
- e. The solar systems, as Defendant installed them, would interconnect with the electric grid, with cooperation from their respective electric service providers, so that consumers would receive the benefit of no monthly electric bill, a significantly reduced monthly electric bill, or a monthly profit from net metering;
- f. The solar systems, as Defendant installed them, would entitle to a federal tax incentive or credit, in the amount of 25% - 30% of the contract price that could be used to pay down the principal of the solar loan, to keep the monthly payment amounts from increasing;
- g. Defendant would reimburse all solar loan payments that consumers were obligated to pay until their systems were operational; and
- h. Defendant guaranteed a twenty-five (25) year warranty on workmanship and a twenty-five (25) year production warranty on the solar panels.

137. The misrepresentations of material facts were deceptive, were known, or should have been known by Defendant MC Solar Enterprise to have been deceptive, and were made for the purpose of inducing consumers to enter Sales and Installation Agreements with MC Solar Enterprise.

138. MC Solar Enterprise's Sales and Installation Agreements bear MC Solar's large and colorful logo at the top of the first page. The agreements refer to Modern Concepts Construction LLC as "Modern Concepts." As such, consumers

were confused as to which company they contracted with and believed the contracting party to be MC Solar.

139. After inducing the consumers into entering Sales and Installation Agreements through deceptive representations and confusing the consumers as to the identity of the contracting party, Defendant MC Solar Enterprise unfairly failed to honor the representations made by its sales representatives, failed to honor the express obligations and terms of the Installation Agreements, failed to perform pursuant to the Installation Agreements, and then failed to cure the lack of performance required by the Installation Agreements.

140. As a result of Defendant MC Solar Enterprise's deceptive representations and unfair conduct, the consumers suffered harm. The harm includes, but is not limited to:

- a. Consumers were not provided fully installed and operational solar systems;
- b. Consumers were confused as to the contracting party;
- c. Consumers' obligations to pay a finance company for a loan on a solar system that is incomplete and non-operational;
- d. Consumers' obligations to continue to pay their electric bill due to having a non-operational solar system;
- e. The negative impact on the consumers' credit scores if loans for the non-operational solar systems were not paid;
- f. Direct damage to the consumers' residences due to faulty and negligent workmanship;

- g. Liens being recorded against consumers' homes; and
- h. Foreclosure actions were filed against some consumers.

141. In the Installation Agreement, Defendant MC Solar Enterprise promised to provide services “using personnel of required skill, experience, and qualifications in a professional manner . . . in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently working under similar conditions in the site’s locality.” Notwithstanding its expressed promise as to the character and quality of performance, Defendant MC Solar Enterprise failed to comply with even the most rudimentary tasks of installation of the solar systems which is an unconscionable practice in violation of FDUTPA.

142. The Installation Agreement provides Defendant MC Solar Enterprise is to be paid “upon completion of the installation of the solar panels”; however, once the consumers entered into the Installation Agreements and paid for their systems or obtained third-party financing, Defendant MC Solar Enterprise took the consumers’ money before performance had begun and/or had been completed which is an unconscionable practice in violation of FDUTPA.

143. The conduct of the Defendant MC Solar Enterprise as set forth in paragraphs 20 through 85 constitutes unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in violation of Section 501.204(1), Florida Statutes.

144. At all times relevant hereto, the conduct of Defendant MC Solar Enterprise was unfair as it was unscrupulous or substantially injurious to the consumers. The consumers were substantially injured as they either paid cash or incurred debt for solar systems that were not fully installed or were non-operational. There was no counterbalancing benefit to the consumers as the Defendants paid themselves with the consumers' money before it was earned and then failed to perform. Finally, the consumers could not have reasonably avoided the injury as they were initially induced to contract through misrepresentations and had little or no actual knowledge of the Defendants' conduct and/or actual facts.

145. Under FDUTPA, once liability is established for a limited liability company, corporation, and/or a fictitious name an individual defendant may be individually liable if he participated directly in the deceptive or unfair practices or acts, or he possessed the authority to control them.

146. During all times relevant to this action, Defendant Chopra, as the managing member of Modern Concepts Construction and MC Solar owned, managed, and controlled the day-to-day operations of Defendants Modern Concepts Construction and MC Solar Enterprise. Defendant Chopra either participated in, directly controlled, or had the authority to control, the unfair and deceptive acts referenced in this Complaint, including in paragraphs 22 through 36, 60 through 71, and 86 through 92 above. Because Defendant Chopra either directly controlled or

had the authority to directly control or participated in the unfair and deceptive business practices of Modern Concepts Construction and MC Solar Enterprise, he is individually liable under FDUTPA.

147. The Attorney General also reincorporates and re-alleges paragraphs 20 through 85 above, which are allegations specific to the liability of Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group and MC Solar Enterprise.

148. From on or about April of 2021 through November of 2022, Defendant Crowder directly controlled or had the authority to directly control, managed, and/or participated in the day-to-day operations of the Defendants Modern Concepts Construction, MC Solar and Roofing, and MC Solar Enterprise. From on or about June 11, 2021 to date, Defendant Crowder has owned, directly controlled or had the authority to directly control, managed, and/or participated in the day-to-day operations of MCSolar Capital Group. Defendant Crowder either participated in, directly controlled, or had the authority to control, the unfair and deceptive acts referenced in this Complaint, including paragraphs 20 through 85, and 93 through 108 above. Because Defendant Crowder either directly controlled or had the authority to directly control or participated in the unfair and deceptive business practices of Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and MC Solar Enterprise, he is individually liable under FDUTPA.

149. From on or about April 2021 through August 10, 2022, Defendant Almirall owned, managed, and controlled participated in, directly controlled, or had the authority to control, the day-to-day operations of the Defendants Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and MC Solar Enterprise. Defendant Almirall either participated in, directly controlled, or had the authority to control, the unfair and deceptive acts referenced in this Complaint, including in paragraphs 20 through 85, and 109 through 120 above. Because Defendant Almirall either directly controlled or had the authority to directly control or participated in the unfair and deceptive business practices of Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and, MC Solar Enterprise, he is individually liable under FDUTPA.

150. Defendants Chopra, Crowder, and Almirall are 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 or disabled person, pursuant to Section 501.2077, Florida Statutes.

151. Defendants Chopra, Crowder, and Almirall have willfully engaged in the unfair and deceptive acts and practices alleged herein and knew, or should have

known, that the acts and practices alleged herein were and are unfair, deceptive, unconscionable, and prohibited by law.

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

**COUNT II:**  
**AGAINST ALL DEFENDANTS**  
**Violation of The Florida Deceptive and Unfair Trade Practices Act)**  
**(Florida Home Solicitation Sale Act)**

153. The Attorney General incorporates and re-alleges paragraphs 1 through 128 as if fully set forth herein.

154. Pursuant to Section 501.203(3)(c), a violation of the Florida Deceptive and Unfair Trade practices act includes conduct that violates “[a]ny law, statute, rule, regulation, or ordinance which proscribes . . . unfair, deceptive, or unconscionable acts or practices.”

155. The Florida Home Solicitation Sale Act, Sections 501.021 – 501.055, Florida Statutes, prohibits misrepresentations in homes solicitation sales and requires sellers to obtain a license and to provide certain disclosures and terms to buyers. Therefore, pursuant to section 501.203(3)(c), a violation of the Home Solicitation Sale provisions constitutes a violation of FDUTPA.

156. Defendants Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, Chopra, Crowder, and Almirall, by and through Defendant MC Solar Enterprise, violated the Home Solicitation Sale Act, Sections 501.022, 501.031, and 501.046, Florida Statutes, by failing to ensure that all employee sales representatives, independent contractor sales representatives, and third-party sales organizations who engaged in home solicitation sales on their behalf obtained and displayed their permits required by Section 501.022 and left a business card, contract, or receipt that included the Buyers' Right to Cancel and the salesperson's and company's names, addresses and telephone numbers.

157. Defendant MC Solar Enterprise also violated Section 501.047, Florida Statutes by its sales representatives' material misrepresentations made during the home solicitation sales in order to induce homeowners to enter into Sales and Installation Agreements for the purchase and installation of solar systems.

158. Section 501.052, Florida Statutes, designates the Attorney General as the enforcing authority to institute proceedings to enjoin any person from violating Sections 501.021 through 501.055, Florida Statutes. Furthermore, the Attorney General is an enforcing authority of FDUTPA.

159. Defendants Crowder and Almirall are personally liable for the unlawful acts and practices of Modern Concepts Construction, MC Solar and Roofing, MCSolar Capital Group, and MC Solar Enterprise as Defendants Crowder and



Almirall had the authority and power to control or direct the conduct at issue herein and/or actually participated in and directed the conduct at issue.

160. Defendant Chopra is personally liable for the unlawful acts and practices of Modern Concepts Construction and MC Solar Enterprise as he had the authority and power to control or direct the conduct at issue herein and/or actually participated in and directed the conduct at issue.

161. Defendants Chopra, Crowder, and Almirall are 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 or disabled person, pursuant to Section 501.2077, Florida Statutes.

162. Defendants Chopra, Crowder, and Almirall have willfully engaged in the unfair and deceptive acts and practices alleged herein and knew, or should have known, that the acts and practices alleged herein were and are unfair, deceptive, unconscionable, and prohibited by law.

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

**COUNT III:**  
**AGAINST ALL DEFENDANTS**  
**Violation of The Florida Deceptive and Unfair Trade Practices Act**  
**(Part II of Chapter 520, Distributed Energy Generation System Sales)**

164. The Attorney General incorporates and re-alleges paragraphs 1 through 128 as if fully set forth herein.

165. Section 501.203(3)(c), Florida Statutes, establishes that a violation of FDUTPA may be based upon “any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.”

166. Part II, Chapter 520, Florida Statutes governs the sale and lease of residential solar systems. §§ 520.20-26, Florida Statutes. Section 520.23, Florida Statutes mandates that sellers of residential solar systems provide purchasers with a written statement printed in at least 12-point type that is separate from the sales and installation agreement. The written statement is required to be separately acknowledged by the buyer and contain twenty-nine (29) specific disclosures including, but not limited to, the identity and license of the contractor, total costs, finance charges, payment schedules, applicable tax rebates, assumptions used to calculate savings estimates, system design assumptions, performance or production guarantees, approximate start and completion dates, maintenance and repairs required, warranty or maintenance obligations, requirements for interconnecting the system to the utility system, and disclosures relating to the filing of an UCC-1.

167. In soliciting and finalizing the terms of the sale, Defendant MC Solar Enterprise never provided the consumer purchasers with a separate written statement containing the twenty-nine (29) specific disclosures mandated by Section 520.23, Florida Statutes. In fact, the only mandated disclosure Defendant MC Solar Enterprise provided to consumer purchasers was the three day right to rescind set forth in Subsection 520.23(12) that was included in MC Solar Enterprise's Sales Agreement.

168. In that Defendant MC Solar Enterprise's consumer purchasers were solicited and sold residential solar systems without the written disclosures mandated by Section 520.23, Florida Statutes, the consumer purchasers were not informed of, and did not receive, the statutory protections afforded to purchasers of residential solar systems under Part II, Chapter 520, Florida Statutes. Defendant MC Solar Enterprise's failure to provide the consumer purchasers with the specific disclosures mandated in Section 520.23, Florida Statutes constituted an unfair and deceptive trade practice in violation of FDUTPA.

169. As a result of Defendant MC Solar Enterprise's failure to provide the statutorily mandated disclosures, the consumers suffered harm as they were:

- a. Uncertain as to the identity and license of the contractor;
- b. Confused as to the contracting party;
- c. Misled about material details of their purchase;

- d. Unaware of the total cost, finance charges, and payment schedules;
- e. Uncertain as to how the calculated energy saving was calculated.
- f. Not provided with any performance or production guarantees;
- g. Not given approximate start and completion dates; and
- h. Misled as to the quality and timing of performance.

170. The Attorney General is an enforcing authority of FDUTPA.

171. Defendants Crowder and Almirall are personally liable for the unlawful acts and practices of Modern Concepts Construction, MC Solar and Roofing, and MCSolar Capital Group as Defendants Crowder and Almirall had the authority and power to control or direct the conduct at issue herein and/or actually participated in and directed the conduct at issue.

172. Defendant Chopra is personally liable for the unlawful acts and practices of Modern Concepts Construction and MC Solar as he had the authority and power to control or direct the conduct at issue herein and/or actually participated in and directed the conduct at issue.

173. Defendants Chopra, Crowder, and Almirall are 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 or disabled person, pursuant to Section 501.2077, Florida Statutes.

174. Defendants Chopra, Crowder, and Almirall have willfully engaged in the unfair and deceptive acts and practices alleged herein and knew, or should have known, that the acts and practices alleged herein were and are unfair, deceptive, unconscionable, and prohibited by law.

175. Unless Defendants Chopra, Crowder and Almirall are temporarily and permanently enjoined from engaging further in the acts and practices complained of herein, Defendants' 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, respectfully requests and moves this Court to:

1. Enter a Judgment in favor of the Attorney General and against Defendants, jointly and severally, on all counts.
2. Pursuant to Section 501.207(1)(b), Florida Statutes, permanently enjoin Raman Danny Chopra and Modern Concepts Construction LLC, their officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them, who received actual notice of the injunction, from engaging

in the unfair and deceptive practices alleged above, and any similar acts and practices relating to:

- a. Advertising, marketing, offering for sale, selling and/or installing residential solar systems, roofs, or any other goods, products, and/or services;
- b. Failing to honor Modern Concept Construction's guaranteed twenty-five (25) year warranty on workmanship and a twenty-five (25) year production warranty;
- c. Failing to maintain a current address with the Department of State, Division of Corporations for consumers to contact Modern Concepts Construction for warranty purposes;
- d. Refusing to accept or acknowledge any communications from consumers who entered into Sales and Installation Agreements with Modern Concepts Construction;
- e. Delivering inflated invoices, false demand letters and/or false notices to consumers for payment;
- f. Threatening consumers for payment;
- g. Recording fraudulent liens on consumers' property; and
- h. Initiating foreclosure proceedings against any consumer whose loan was forgiven by the lender for reasons not attributable to the consumer.

3. Pursuant to Section 501.207(1)(b), Florida Statutes, permanently enjoin Michael Crowder, Armando Almirall, Modern Concepts Solar and Roofing Inc., and MCSolar Capital Group LLC, their officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them, who received actual

notice of the injunction, from engaging in the unfair and deceptive practices alleged above, and any similar acts and practices relating to:

- a. Advertising, marketing, offering for sale, selling and/or installing residential solar systems, roofs, or any other goods, products, and/or services;
  - b. Any direct or indirect consumer home solicitation sales and/or solicitations;
  - c. Conducting any home solicitation sale contrary to the express provisions of Sections 501.021-501.055, Florida Statutes;
  - d. Entering into any agreement for the lease and/or sale of a distributed energy generation system without the express provisions of Section 520.23, Florida Statutes;
  - e. Using the names of Modern Concepts Construction LLC, Modern Concepts, MC Solar, M.C. Solar, M C Solar, and/or any other variations of the names;
  - f. Forging signatures; and
  - g. Notarizing documents outside the presence of the attesting party.
4. Award such legal, equitable, and other relief as is just and appropriate pursuant to section 501.207(3), Florida Statutes, including but not limited to consumer restitution and disgorgement of all ill-gotten gains.
  5. Assess civil penalties against all Defendants jointly and severally, in the amount of Ten Thousand Dollars (\$10,000) for each willful violation of chapter 501, Part II, Florida Statutes, pursuant to Section 501.2075, Florida Statutes, and Fifteen

Thousand dollars (\$15,000) for each willful violation victimizing a senior citizen or disabled person, pursuant to Section 501.2077(2), Florida Statutes;

6. Award the Attorney General reasonable attorney's fees and costs pursuant to the provisions of Sections 501.2105 and 501.2075, Florida Statutes, against the Defendants, jointly and severally, and as otherwise allowable by applicable statutes or law; and

7. Grant such other relief as this Honorable Court deems just and proper, including, but not limited to, all other relief allowable under Section 501.207(3), Florida Statutes.

Dated this 7th day of November, 2023.

Respectfully Submitted,

**ASHLEY MOODY**  
**ATTORNEY GENERAL**

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