

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA  
CIVIL DIVISION

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

Plaintiff,

v.

CASE NO:

VISION SOLAR FL, LLC

Defendant.

**COMPLAINT FOR PERMANENT INJUNCTIVE REFLIEF,  
RESTITUTUION, AND OTHER STATUTORY AND EQUITABLE RELIEF**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), hereby brings this action (“Complaint”) against the Defendant, Vision Solar FL, LLC, a Foreign Limited Liability Company (the “Defendant” or “Vision Solar”), 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 the Defendant, brought pursuant to the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Chapter 501, Part II, Florida Statutes (2023), including sections 501.204, 501.207(1)(b), 501.207(3), 501.2075, 501.2077, and 501.2105.

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

3. Injunctive and other equitable and statutory relief is within the jurisdiction of the Circuit Court.

4. The amount in controversy satisfies the jurisdictional threshold of the Circuit Court, as the Attorney General seeks relief in an amount greater than Fifty Thousand Dollars (\$50,000.00), exclusive of fees and costs.

5. This Court has personal jurisdiction over the Defendant Vision Solar because Vision Solar operated and is operating, conducting, engaging in, carrying on a business venture in Florida; Vision Solar has a business address and registered agent located in Florida; Vision Solar applied for authorization to transact business in Florida; Vision Solar engaged in solicitation or providing services in Florida, causing injury to persons or property within Florida related to acts or omissions of Vision Solar; and Vision Solar breached contracts in Florida by failing to perform acts required by the contract pursuant to Florida Statutes section 48.193(1)(a)1., 6.a., and 7. Additionally, the Defendant has been, and continues to be engaged in substantial and not isolated activity within Florida pursuant to section 48.193(2), Florida Statutes.

6. Based on the Defendant's conduct and business practices described herein, the Defendant has sufficient minimum contacts to Florida such that suit in Florida does not offend traditional notions of fair play and substantial justice, and it is

reasonably foreseeable that the Defendant's conduct could result in suit in Florida and accordingly be required to avail itself to Florida law and judicial process.

7. All actions material to this Complaint have occurred within four years of the filing of this action.

8. The statutory violations alleged herein affect or occurred in more than one judicial circuit in the State of Florida, including Orange County, the Ninth Judicial Circuit.

9. Venue is proper in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida pursuant to the provisions of the FDUTPA and sections 47.011 and 47.051, Florida Statutes. The Defendant has conducted business with numerous consumers in Orange County, Florida and has a local business address of 6925 Lake Ellenor Drive, Orlando, Orange County, Florida 32809.

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

### **PARTIES**

11. Plaintiff, the Attorney General is an enforcing authority of the FDUTPA pursuant to section 501.203(2) and is authorized to bring this action to enjoin violations of the FDUTPA, and to obtain injunctive relief, restitution, refunds of monies paid, disgorgement of ill-gotten monies, rescission or reformation of contracts, civil penalties, attorney's costs and fees, and other statutory and equitable relief as may be

appropriate. Fla. Stat. §§ 501.204, 501.207(1)(b), 501.207(3), 501.2075, 501.2077, 501.2105.

12. The Attorney General conducted an investigation of the matters alleged herein and has determined that this enforcement action serves the public interest.

13. Vision Solar is a Foreign Limited Liability Company that conducted business, and continues to conduct business, from within the state of Florida, including at 6925 Lake Ellenor Drive, Orlando, Florida 32809.

14. At all times material to this action, Vision Solar has been and is engaged in all stages of the solicitation, sale, and installation of solar panel systems. Vision Solar advertises solar panel systems for sale on their website and through home consultations. Vision Solar also installs solar panels on consumers' homes and promises to handle the permitting and connection process.

15. At all times relevant hereto, the Defendant engaged in and continues to engage in "trade or commerce" as defined in section 501.203(8), Florida Statutes, by offering the sale and installation of solar panel systems to consumers in Florida.

16. At all times material to this Complaint, the Defendant solicited consumers and continues to solicit consumers as defined by section 501.203(7), Florida Statutes, throughout the state of Florida.

17. All actions and conduct material to this Complaint occurred within four (4) years of the filing of this Complaint.

**STATEMENT OF FACTS AND**  
**DEFENDANT'S BUSINESS PRACTICES**

18. The Attorney General opened an investigation related to the Defendant's business practices following receipt of numerous consumer complaints.

19. To date, the Attorney General has received at least 180 consumer complaints against the Defendant.

20. Since at least October 2018, and continuing through the date of this filing, the Defendant made misrepresentations during presentations and subsequent communications to consumers about the Defendant's solar panel system installation, permitting, and inspection processes, misleading consumers to believe the solar panel system will be connected to the power grid, will generate or otherwise produce solar energy, and be fully operational within a certain time frame.

21. Numerous consumers complain that Vision Solar engages in deceptive sales tactics, including making misrepresentations about the potential efficacy of a solar panel system or the associated energy bill savings, or misrepresentations related to available rebates, sign-on bonuses, refunds, reimbursement, or other financial incentives.

22. Additionally, consumers expected to be reimbursed for payments paid to third parties during the time that the consumer's solar panel systems were not functional, based on Defendant's contracts and/or oral statements made by Defendant's sales representatives.

23. Consumers additionally complain that Vision Solar initiates installation of solar panel systems on their homes but fails to successfully complete the permitting requirements, sometimes resulting in unexpected fines or liens for the consumer.

24. In fact, some consumers allege Defendant incorrectly advised consumers that no permit was required for the installation of the solar panel systems in Florida, or that Vision Solar had a standing permit in Florida.

25. Consumers consistently complain about delays throughout Vision Solar's course of business, specifically, delays related to initiating and completing the permitting process; scheduling, attending, and completing successful inspection(s); completing any necessary repairs to a consumer's property or solar panel system; and connecting the solar panel system to the power grid or otherwise making the system operational such that the system will begin to generate power.

26. Numerous consumers complain that Defendant improperly or inadequately installed solar panel systems, and in some cases, caused damage to consumer's roofs or other parts of their homes.

27. Consumers also complain that when consumers contact Vision Solar to inquire about the status of the permit or inspection process, getting connected to the power grid, a repair, or other issue, consumers report that Vision Solar either makes promises to complete those steps and does not follow through in the promised timeline, or does not respond at all.

**COUNT I**  
**VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE**  
**PRACTICES ACT, CHAPTER 501, PART II, FLORIDA STATUTES**  
**Misrepresentations to consumers**

28. The Attorney General adopts, incorporates, and re-alleges paragraphs 1 through 27, as if fully set forth herein.

29. Section 501.204(1), Florida Statutes provides 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.”

30. 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.

31. The provisions of the 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.

32. Pursuant to section 501.207(1)(b), Florida Statutes, the Attorney General is authorized to bring an action to enjoin any person who has violated, is violating, or is otherwise likely to violate, this part.

33. Permanent injunctive relief is appropriate when “the defendant’s past conduct indicates that there is a reasonable likelihood of further violations in the future.” *F.T.C. v. Lalonde*, 545 Fed. Appx. 825, 841 (11th Cir. 2013). To that end, “reasonable restrictions upon the future activities of any defendant to impede her or him from engaging in or establishing the same type of endeavor” are permitted by the FDUTPA. § 501.207(3), Fla. Stat.

34. A person that willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of Ten Thousand Dollars (\$10,000.00) for each such violation, pursuant to section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000.00) 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.

35. As set forth herein, Defendant, acting individually, or through employees, representatives, or agents, in connection with soliciting, promoting, offering, selling, contracting, installing, attempting to install, or otherwise communicating with consumers regarding the sale or installation of solar panel systems, engaged in the following material deceptive acts or practices which affected trade or commerce, in violation of the FDUTPA when it, expressly or implicitly, misrepresented or failed to disclose to consumer(s):



A. The timeframe or date by which consumer(s) could expect a fully installed, operational solar panel system;

B. The status of a consumer's permit application or approval, or Vision Solar's compliance with required local permitting applications and processes;

C. Discounts or other savings a consumer could expect related to their power, energy, or other utility bill;

D. Rebates, sign on bonuses, refunds, reimbursement, or other incentives available to consumer(s) related to the purchase or installation of a solar panel system, including promised reimbursement to consumers for payments paid to third parties while solar panel system(s) were not operational; or,

E. Any other material fact related to the quality, efficacy, or benefits associated with the purchase or installation of a solar panel system.

36. Such misrepresentations and omissions of material facts constitute deceptive acts and practices under the FDUTPA and are likely to mislead consumers acting reasonably under the circumstances, to their detriment.

37. Additionally, Vision Solar's material misrepresentations and omissions of material facts described herein did in fact deceive consumers to their detriment.

38. Consumers have suffered and continue to suffer substantial economic injury as a result of Vision Solar's violations of the FDUTPA.

39. Vision Solar is subject to civil penalties as it willfully engaged in the acts or practices set forth herein, because it knew or should have known that such acts and practices are deceptive or prohibited by statute.

40. Absent injunctive relief by this Court, Vision Solar is likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, respectfully requests that this Court:

A. Enter judgment in favor of the Attorney General and against Defendant Vision Solar as to Count I;

B. Enter judgment in favor of the Attorney General for consumer restitution;

C. Permanently enjoin Vision Solar, its officers, agents, employees, attorneys, and those persons in active concert or participation with them, who receive actual notice of the injunction, from making false or misleading representations in violation of the FDUTPA to consumers at any point during Vision Solar's business dealings with consumers, including making unsubstantiated or misleading claims or engaging in any business practice that misleads consumers about the solar panel system installation process, including permitting and inspection; the potential efficacy of a solar panel system and/or potential energy bill savings; and cancellation or refund policies;

D. Require Vision Solar to make all reasonable efforts to successfully fulfill all outstanding consumer contracts for solar panel installation as promised to consumers as soon as reasonably practicable;

E. Require Vision Solar to take all reasonable steps to rescind, reform, or release consumers, whose solar panel systems have not or cannot be installed as promised, from all contract and payment obligations related to the solar panel systems, including working with third-party lenders or finance companies to ensure no consumer is required to pay for solar panel systems that were not successfully installed and fully operational;

F. Require Vision Solar to exercise due diligence in supervising employee conduct related to sales, installation, permitting, inspection, and damage repair;

G. Require Vision Solar to implement a consumer complaint resolution process;

H. Require Vision Solar to comply with the FDUTPA;

I. Award the Attorney General such equitable relief as is just and appropriate pursuant to section 501.207(3), Florida Statutes, including, but not limited to, consumer restitution, disgorgement of ill-gotten gains and repatriation of assets necessary to satisfy any judgment;

J. Award the Attorney General civil penalties up to Ten Thousand Dollars (\$10,000.00) per willful violation of the FDUTPA, pursuant to section 501.2075, Florida Statutes, and award the Attorney General civil penalties up to Fifteen Thousand

Dollars (\$15,000.00) per willful violation of FDUTPA which victimizes a senior citizen pursuant to section 501.2077, Florida Statutes;

K. Award the Attorney General attorney's fees and costs pursuant to section 501.2075, Florida Statutes, or as otherwise authorized by law; and

L. Grant such other legal or equitable relief as the interests of justice shall require and that this Honorable Court may deem just and proper.

Dated this 4th day of December, 2023.

Respectfully submitted,

STATE OF FLORIDA

ASHLEY MOODY  
Attorney General

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