

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN PASCO COUNTY, FLORIDA  
- CIVIL DIVISION -**

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

Plaintiff,

**CASE NO:**

v.

**SETUP MY SOLAR INC, a Florida  
Corporation, 320 SOLAR LLC, a  
Florida Limited Liability Company,  
FRANKIE AMMONS, JR. an Individual,  
and MARY FAITH AMMONS, an Individual**

Defendants.

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**COMPLAINT**

Plaintiff Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General” or “Plaintiff”) sues Defendants, Setup My Solar Inc. (“SMS”), a Florida Corporation; 320 Solar LLC (“320 Solar”), a Florida limited liability company; Frankie Ammons, Jr. (“Ammons Jr.”), an individual; and Mary Faith Ammons (“M.F. Ammons”), an individual, (collectively “Defendants”), and respectfully alleges the following:

**JURISDICTION AND VENUE**

1. This is an action for injunctive relief, restitution, disgorgement, civil penalties, attorney’s fees and costs, and other statutory relief against Defendants

pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (hereinafter referred to as “FDUTPA”). More specifically, this action is brought pursuant to Sections 501.207(1)(b) and 501.207(3), Florida Statutes.

2. This Court has subject matter jurisdiction pursuant to the provisions of FDUTPA. The Attorney General seeks relief in an amount greater than Fifty Thousand Dollars (\$50,000), exclusive of fees and costs.

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

4. The statutory violations alleged in this Complaint occurred in or affect more than one judicial circuit in the State of Florida, including the Sixth Judicial Circuit in and for Pasco County, Florida.

5. Venue is proper in the Sixth (6<sup>th</sup>) Circuit in and for Pasco County, Florida, for the following reasons, at a minimum: at all times relevant to this action, Defendants conducted business in Pasco County, SMS’s principal place of business is located in Pasco County, and 320 Solar’s principal place of business is located in Pasco County.

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

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

### **PARTIES**

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

9. SMS is an inactive Florida corporation with its principal place of business last located at 38112 15<sup>th</sup> Avenue, Zephyrhills, FL 33542, which is in Pasco County.

10. 320 Solar is an inactive Florida limited liability company with its principal place of business located at 4825 Allen Road, Zephyrhills, FL 33541, which is in Pasco County.

11. During the relevant time period to this action, SMS conducted business under multiple contractors' licenses issued by the Florida Department of Business and Professional Regulation ("DBPR"), including the following: (1) certified general contractor license number CGC1505057 issued to Richard Dwayne Tutor; (2) certified electrical contractor license EC13008792 issued to Gregory Tod Connley; and (3) general contractor license number CGC1526411 issued to Christopher Harry Barnhardt.

12. During the relevant time period to this action, 320 Solar conducted business under certified general contractor license number CGC1528899 issued by DBPR to Richard Dwayne Tutor and construction financial officer license number FRO10665 issued by DBPR to M.F. Ammons.

13. At all times relevant to this action, Ammons Jr. has been the owner, manager, registered agent, officer and/or director of both SMS and 320 Solar.

14. Upon information and belief, Ammons Jr. resides in Polk County, Florida.

15. At all times relevant to this action, M.F. Ammons has been a manager, officer and/or director of both SMS and 320 Solar.

16. Upon information and belief, M.F. Ammons resides in Polk County, Florida.

### **FACTS RELEVANT TO COMPLAINT**

17. At all times relevant to this action, SMS was a solar company that sold, installed, and repaired residential solar energy equipment.

18. At all times relevant to this action, SMS actively engaged in door-to-door sales practices and telemarketing to advertise its services throughout the State of Florida.

19. At all times relevant to this action, the negotiations and ultimate consummation of the SMS service contracts occurred within the consumers' residences, which were in Florida.

20. At all times relevant to this action, 320 Solar was a solar company that sold, installed, and repaired residential solar energy equipment.

21. At all times relevant to this action, 320 Solar engaged in door-to-door sales practices and telemarketing to advertise its services throughout the State of Florida.

22. At all times relevant to this action, the negotiations and ultimate consummation of the 320 Solar service contracts occurred within the consumers' residences.

23. At all times material hereto, Defendants engaged in "trade or commerce" as defined in Section 501.203(8), Florida Statutes.

24. In 2021, the Attorney General, after receiving numerous consumer complaints alleging unfair and deceptive business practices and financial exploitation, opened an investigation into the business practices of Defendants.

25. Since 2018, the Attorney General and the Better Business Bureau have received at least sixty-eight (68) consumer complaints, which can be traced to Defendants.

26. According to several consumer complaints, Defendants' employees used high- pressure sales tactics and misrepresented to consumers the savings the solar equipment they purchased would produce, the quality of equipment they would receive, and the tax rebates they would receive.

27. The complaints also allege incomplete or improper installation of systems causing failed inspections and damage to consumers' homes, for which Defendants did not provide remediation or reimbursement.

28. Other complaints indicate Defendants routinely applied for loans on behalf of consumers without providing them with a quote in advance or a copy of the application and contract for the equipment and services they signed up to receive.

29. Complaints detail that Defendants sold consumers solar equipment based on the financing amount for which the homeowner qualified, as opposed to what was necessary in order to receive the benefit promised by Defendants. For example, a home may require twenty (20) solar panels to obtain the desired zero monthly energy bill, but if the homeowner could only borrow enough money to purchase ten (10), Defendants would sell and install ten (10) without disclosing to the consumer that amount would be insufficient to meet their needs.

30. Complaints also reflect that in order to increase the cost of the project – and obtain the maximum amount of the approved financing – Defendants often bundled the solar equipment with additional items, such as water heaters and air conditioning units, without having the proper license and permit required to install them.

31. Consumers also complain about the following additional practices or acts by Defendants:

- a. Consumers did not receive the savings promised by Defendants. Consumers report that Defendants promised their system would 100% eliminate their power bill with “zero” costs to the consumer. Instead, many state that they are paying more each month because they have to pay their power company and the finance company for the cost of the solar system. For example, one consumer spent \$84,000 for a system from Defendants but still has to pay almost \$200 a month to the power company. Another consumer spent \$32,000 for a system from Defendants and also has to pay \$200 a month to the power company;
- b. Defendants installed improper components or previously used components rendering their solar system ineffective or inoperative;
- c. Defendants sold consumers expensive solar systems but did not connect them properly to the power company rendering them useless;
- d. Defendants failed to provide consumers with products, such as generators, despite including the items in the consumers’ financing thereby making these consumers responsible for paying for products that they never received;
- e. Defendants damaged consumers’ roofs causing leaks into their homes;
- f. Defendants failed to honor their solar systems’ warranties and failed to provide reimbursement checks as promised during sale promotions of their solar systems; and
- g. Despite consumers contacting them on numerous occasions, Defendants failed to correct or otherwise remedy the problems raised by consumers.

32. Consumers also complained that Defendants started work immediately without obtaining the required permits.

33. The investigation also revealed that Defendants' and their representatives who went to consumers' homes to sell Defendants' services did not first obtain valid home solicitation permits as required by Section 501.022, Florida Statutes, which is a part of what is known as the Florida Home Solicitation Statute (Sections 501.021-501.055, Florida Statutes).

**FACTS RELATED TO DEFENDANT FRANKIE AMMONS, JR.**

34. At all times relevant hereto, Ammons Jr. directly or indirectly participated in, managed, operated, and controlled operations for SMS and 320 Solar as its owner, president, manager, registered agent, officer and/or director.

35. At all times relevant hereto, Ammons Jr. personally solicited business from consumers.

36. Ammons Jr. had personal knowledge of the problems consumers encountered, described above, and was directly involved in the matters alleged.

**FACTS RELATED TO DEFENDANT MARY F. AMMONS**

37. At all times relevant hereto, M.F. Ammons directly participated in, managed, operated, and controlled operations for SMS and 320 Solar as its manager, officer and/or director.

38. M.F. Ammons had personal knowledge of the problems consumers encountered, described above, and was directly involved in the matters alleged.



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

39. Section 501.204(1), Florida Statutes states that unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

40. Section 501.203(8), Florida Statutes, defines “trade or commerce” as:

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

41. The provisions of FDUTPA shall be “construed liberally” to promote and “protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Fla. Stat. § 501.202.

42. A person that willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of Ten Thousand Dollars (\$10,000) for each such violation, pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation victimizing a senior citizen, military servicemember or person who has a disability 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.

### **THE FLORIDA HOME SOLICITATION STATUTE**

43. Section 501.021(1), Florida Statutes, defines a “Home solicitation sale”

as:

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

- (a) The seller or a person acting for him or her engages in a personal solicitation of the sale, lease, or rental at a place other than at the seller’s fixed location business establishment where goods or services are offered or exhibited for sale, lease, or rental, and
- (b) The buyer’s agreement or offer to purchase is given to the seller and the sale, lease, or rental is consummated at a place other than at the seller's fixed location business establishment, including a transaction unsolicited by the consumer and consummated by telephone and without any other contact between the buyer and the seller or its representative prior to delivery of the goods or performance of the services. It does not include a sale, lease, or rental made at any fair or similar commercial exhibit or a sale, lease, or rental that results from a request for specific goods or services by the purchaser or lessee or a sale made by a motor vehicle dealer licensed under s. 320.27 which occurs at a location or facility open to the general public or to a designated group.

44. Section 501.022(1)(a), Florida Statutes, makes it unlawful for anyone to conduct any home solicitation sale in the state of Florida without first obtaining a

valid home solicitation sale permit as described in Section 501.022(2), Florida Statutes.

45. Section 501.046(1), Florida Statutes, requires that Florida businesses must ensure that all of its employees engaged in home solicitation sales: (a) obtain the required permit under Section 501.022, and (b) leave a business card, contract or receipt with the buyer that includes: (1) Section 501.031's notice of their right to cancel, (2) the business' name, its address and telephone number, and (3) the salesman's name, address and telephone number.

46. Section 501.047, Florida Statutes, prohibits the following acts or practices during a home solicitation sale:

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

47. Section 501.052 provides that the Attorney General may institute proceedings to enjoin any person found to be violating the provisions of Sections 501.021-501.055, Florida Statutes, known as the Florida Home Solicitation Statute.

**COUNT I**  
**Against all Defendants**  
**(Violation of Florida Deceptive and Unfair Trade Practices Act)**

48. Plaintiff adopts, incorporates herein, and re-alleges paragraphs 1 through 42, as if fully set forth hereinafter and further alleges:

49. Through the actions and related business practices set forth in this Complaint, specifically in Paragraphs 26 through 32, SMS and 320 Solar engaged in representations, acts, practices or omissions that were material, and that were likely to mislead consumers acting reasonably under the circumstances to the consumer's detriment.

50. The actions and related business practices of SMS and 320 Solar as set forth in this Complaint shock the conscience.

51. Through the actions and related business practices set forth in this Complaint, SMS and 320 Solar committed acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

52. Through the actions and related business practices set forth in this Complaint, SMS and 320 Solar engaged in acts or practices that were likely to cause substantial injury to consumers. This substantial injury was not reasonably avoidable by the consumers themselves and was not outweighed by countervailing benefits to consumers or competition.

53. Thus, SMS and 320 Solar engaged in unfair or deceptive acts or practices in the conduct of trade or commerce in violation of Section 501.204(1), Florida Statutes.

54. Under FDUTPA, once corporate liability is established, an individual defendant may be individually liable if he participated directly in the deceptive or unfair practices or acts, directly controlled, or he possessed the authority to control them and had some knowledge of such practices or acts.

55. During all times relevant to this action, Ammons Jr. has been the owner, manager, registered agent, officer and/or director of SMS and 320 Solar controlling their operations. Ammons Jr. personally solicited business from consumers. Ammons Jr. had personal knowledge of the problems consumers encountered, described above, and was directly involved in the matters alleged.

56. Therefore, Ammons Jr. either participated in, directly controlled, or had the authority to control and was aware of the unfair and deceptive acts referenced above. Because Ammons Jr. either participated in, directly controlled or had the authority to control and was aware of the unfair and deceptive business practices of SMS and 320 Solar, he can be held individually liable under FDUTPA.

57. During all times relevant to this action, M.F. Ammons has been a manager, officer and/or director of SMS and 320 Solar controlling their operations. M.F. Ammons had personal knowledge of the problems consumers encountered,

described above, and was directly involved in the matters alleged.

58. Therefore, M.F. Ammons either participated in, directly controlled, or had the authority to control and was aware of the unfair and deceptive acts referenced above. Because M.F. Ammons either participated in, directly controlled, or had the authority to control and was aware of the unfair and deceptive business practices of SMS and 320 Solar, she can be held individually liable under FDUTPA.

59. Defendants 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 person who has a disability pursuant to Section 501.2077, Florida Statutes.

60. Defendants have willfully engaged in the acts and practices when they knew or should have known that the acts and practices alleged herein were unfair or deceptive or otherwise prohibited by law.

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

62. Unless Defendants are temporarily and permanently enjoined from engaging further in the acts and practices complained of herein, their actions will result in irreparable injury to the public for which there is no adequate remedy at

law.

**COUNT II**  
**Against all Defendants**  
**(Violation of Florida Deceptive and Unfair Trade Practices Act –**  
**Florida Home Solicitation Sale Act)**

63. Plaintiff, adopts, incorporates and re-alleges paragraphs 1 through 47 as if fully set forth herein.

64. Pursuant to Section 501.203(3)(c), a violation of FDUTPA includes conduct that violates “[a]ny law, statute, rule, regulation, or ordinance which proscribes . . . unfair, deceptive, or unconscionable acts or practices.”

65. The Florida Home Solicitation Statute, Sections 501.021-501.055, Florida Statutes, requires sellers to obtain a valid home solicitation permit and disclose certain terms to buys, and prohibits misrepresentations in home solicitation sales. Therefore, pursuant to section 501.203(3)(c), a violation of the Florida Home Solicitation Statute constitutes a violation of FDUTPA.

66. SMS and 320 Solar violated the Florida Home Solicitation Statute by conducting home solicitation sales, as defined in Section 501.021, in Florida without first obtaining valid home solicitation permits as required by Section 501.022, Florida Statutes, which is an unfair and deceptive practice in violation of FDUTPA.

67. SMS and 320 Solar also violated the Florida Home Solicitation Statute by failing to ensure that all employees engaged in home solicitation sales obtain the home solicitation permit as required by Section 501.046(1)(a), Florida Statutes,

which is an unfair and deceptive practice in violation of FDUTPA.

68. Under FDUTPA, once corporate liability is established, an individual defendant may be individually liable if he participated directly in the deceptive or unfair practices or acts, directly controlled, or he possessed the authority to control them and had some knowledge of such practices or acts.

69. During all times relevant to this action, Ammons Jr. has been the owner, manager, registered agent, officer and/or director of SMS and 320 Solar controlling their operations. Ammons Jr. personally solicited business from consumers. Ammons Jr. had personal knowledge of the problems consumers encountered, described above, and was directly involved in the matters alleged.

70. Therefore, Ammons Jr. either participated in, directly controlled, or had the authority to control and was aware of the unfair and deceptive acts referenced above. Because Ammons Jr. either participated in, directly controlled, or had the authority to control and was aware of the unfair and deceptive business practices of SMS and 320 Solar, he can be held individually liable under FDUTPA.

71. During all times relevant to this action, M.F. Ammons has been a manager, officer and/or director of SMS and 320 Solar controlling their operations. M.F. Ammons had personal knowledge of the problems consumers encountered, described above, and was directly involved in the matters alleged.

72. Therefore, M.F. Ammons either participated in, directly controlled, or



had the authority to control and was aware of the unfair and deceptive acts referenced above. Because M.F. Ammons either participated in, directly controlled, or had the authority to control and was aware of the unfair and deceptive business practices of SMS and 320 Solar, she can be held individually liable under FDUTPA.

73. Defendants 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 person who has a disability pursuant to Section 501.2077, Florida Statutes.

74. Defendants have willfully engaged in the acts and practices when they knew or should have known that the acts and practices alleged herein were unfair or deceptive or otherwise prohibited by law.

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

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

### **PRAYER FOR RELIEF**

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

A. Award final judgment against Defendants, jointly and severally, ordering full restitution to Florida consumers harmed by Defendants' unfair and deceptive acts in violation of FDUTPA, disgorgement, repatriation of assets to satisfy any judgment, and any other appropriate relief pursuant to Section 501.207(3), Florida Statutes;

B. Assess against Defendants, jointly and severally, civil penalties in the amount of Ten Thousand Dollars (\$10,000) for each violation of FDUTPA in accordance with Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize a senior citizen or person who has a disability in accordance with Section 501.2077, Florida Statutes;

C. Pursuant to Section 501.207(1)(b), Florida Statutes, permanently enjoin Defendants, their officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them, who receive actual notice of the injunction, from: (1) engaging in the unfair and deceptive practices alleged above, and any similar acts and practices; (2) directly or indirectly selling, marketing, offering and/or installing solar equipment; and (3) owning, managing, and/or controlling a third party who directly or indirectly sells, markets, offers and/or installs solar equipment;

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

E. Award such other and further relief as the Court deems just and proper, including all other relief allowed under Section 501.207(3), Florida Statutes.

Dated this 4th day of December 2023.

Respectfully submitted,

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

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