

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL
CIRCUIT IN AND FOR LEE COUNTY, FLORIDA

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

Plaintiff,

-vs-

CASE NO.

LOUIS BRUNO, LLC d/b/a BRUNO TOTAL
HOME PERFORMANCE f/k/a BRUNO AIR
CONDITIONING OF SWFL, an active State
of Florida Limited Liability Company, and

LOUIS BRUNO, Individually, and as Owner,
Officer, and/or Principal of LOUIS BRUNO, LLC
d/b/a BRUNO TOTAL HOME PERFORMANCE
f/k/a BRUNO AIR CONDITIONING OF SWFL,

Defendants.

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

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA,
DEPARTMENT OF LEGAL AFFAIRS (“Attorney General” and/or “Plaintiff”), by and through
the undersigned Assistant Attorney General, hereby brings this action under Florida’s Deceptive
and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”) against
Defendants, **LOUIS BRUNO, LLC d/b/a BRUNO TOTAL HOME PERFORMANCE f/k/a
BRUNO AIR CONDITIONING OF SWFL**, an active State of Florida Limited Liability
Company, and **LOUIS BRUNO**, Individually, and as Owner, Officer, and/or Principal of
**LOUIS BRUNO, LLC d/b/a BRUNO TOTAL HOME PERFORMANCE f/k/a BRUNO
AIR CONDITIONING OF SWFL** (collectively referred to as “**DEFENDANTS**”) to obtain
permanent injunctive relief and other statutory and equitable relief, and further states as follows:

INTRODUCTION

DEFENDANTS own and operate a Bonita Springs-based business engaged in HVAC service and installation that, within the past few years, generated approximately 248 complaints to the Attorney General's Office; over half of which were filed by senior citizens. The complaints revealed a widespread pattern of conduct designed to take advantage of vulnerable consumers and trick consumers into purchasing high-priced HVAC systems and products that were not necessary and at prices and financing terms that were not authorized. During service calls, **DEFENDANTS'** employees used aggressive and deceptive sales practices while in the consumers' homes to convince consumers that they needed to purchase new HVAC systems and related products from **DEFENDANTS**. Through the use of small, hand-held electronic devices, such as smart phones and tablets, **DEFENDANTS** would attempt to capture a consumer's signature, while concealing the details of the document, to subsequently bind consumers to sales and/or financing terms that were not disclosed or were misrepresented by **DEFENDANTS** to be an estimate or application to prequalify for a loan. Consumers were not given hard copies of what was signed, and if a consumer later complained or attempted to cancel the unauthorized purchase or void the unauthorized financing, **DEFENDANTS** would file liens against their homes and often initiated foreclosure proceedings. The extensive pre-sale and post-sale deceptive tactics engaged in by **DEFENDANTS** resulted in significant financial harm to Florida consumers, including many seniors. Individual losses range from several thousands to tens of thousands of dollars. The Attorney General files this action to seek relief for injured consumers, ensure that **DEFENDANTS** are prohibited from engaging in this unlawful conduct in the future, impose penalties, and obtain other appropriate relief.

JURISDICTION AND VENUE

1. This action is brought to obtain permanent injunctive relief pursuant to Section 501.207(1)(b), Florida Statutes; equitable relief pursuant to Section 501.207(3), Florida Statutes, including consumer restitution; attorney's fees and costs pursuant to Sections 501.2105 and 501.2075, Florida Statutes; civil penalties pursuant to Sections 501.2075 and 501.2077, Florida Statutes; and other just and appropriate relief under FDUTPA. This Court has jurisdiction pursuant to FDUTPA and Section 26.012, Florida Statutes.

2. **DEFENDANTS** at all times material to this Complaint, whether acting alone or in concert with others, solicited "consumers" as that term is defined by Section 501.203(7), Florida Statutes.

3. **DEFENDANTS** at all times material to this Complaint, whether acting alone or in concert with others, engaged in trade or commerce as that term is defined by Section 501.203(8), Florida Statutes.

4. Venue is proper in the Twentieth Judicial Circuit pursuant to Sections 47.011, 47.021, and 47.051, Florida Statutes, as **DEFENDANTS**, during the pertinent period alleged in this Complaint, maintained a place of business in Bonita Springs, Lee County, Florida. Further, the statutory violations alleged herein affected, or occurred in, more than one judicial circuit in the State of Florida.

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

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

THE ATTORNEY GENERAL

7. Plaintiff, the Attorney General, is the enforcing authority pursuant to Section 501.203(2) of FDUTPA and is authorized to bring this action and to seek injunctive and other available statutory and equitable relief pursuant to FDUTPA.

8. The Attorney General conducted an investigation of the matters alleged herein, and the head of the enforcing authority, Attorney General Ashley Moody, has determined that this enforcement action serves the public interest, in accordance with Section 501.207(2), Florida Statutes.

DEFENDANTS

Corporate Defendant

9. DEFENDANT, LOUIS BRUNO, LLC d/b/a BRUNO TOTAL HOME PERFORMANCE f/k/a BRUNO AIR CONDITIONING OF SWFL (“**BRUNO AIR**”), is an active State of Florida For-Profit Limited Liability Company, established on or around September 25, 2012, with its principal place of business located at 28731 South Cargo Court, Bonita Springs, Lee County, Florida 34135.

10. At all times material to this Complaint, **BRUNO AIR** advertised, offered, solicited, sold, installed, and maintained air conditioning and heating units, dehumidifiers, humidifiers, generators, indoor air quality services, air duct cleaning services, and HVAC contracts and warranties (hereafter “HVAC services and products”) to consumers in Florida and elsewhere throughout the United States.

Individual Defendant

11. DEFENDANT, LOUIS BRUNO (“**BRUNO**”), is an individual currently residing in Lee County, Florida, is not in the military, and is otherwise *sui juris*.

12. **DEFENDANT BRUNO** managed the day-to-day operations of **BRUNO AIR**, and at all times material to this Complaint, whether acting alone, or in concert with others, formulated, directed, controlled, had the authority to control, and directly participated in the acts and practices of **BRUNO AIR**.

13. **DEFENDANT BRUNO** is listed as the sole authorized representative of **BRUNO AIR** on corporate filings and has been observed managing and conducting sales of HVAC services and products to consumers in the office of **BRUNO AIR**.

14. **BRUNO** is also an authorized signatory on the bank account(s) used to operate **BRUNO AIR**, and as an authorized signatory has signed checks on behalf of **BRUNO AIR** for payroll, monthly lease payments, invoices, consumer refunds, and large inventory purchases.

15. **BRUNO** additionally conducted the sales and installation of a significant number of HVAC units to consumers during the pertinent period alleged in this Complaint, and he was responsible for training employees and handling consumer complaints. Additionally, if a salesman needed assistance in selling an HVAC product to a reluctant consumer, **BRUNO** would be contacted, and he would offer the reluctant consumer incentives, including a reduction in the cost of the HVAC unit, to encourage the purchase the HVAC product.

DEFENDANTS' MISLEADING AND DECEPTIVE BUSINESS PRACTICES

16. Beginning in at least 2015, and continuing through at least December, 2019, **DEFENDANTS** engaged in deceptive trade practices as it relates to HVAC services and products offered or sold to consumers in Florida. **DEFENDANTS'** deceptive trade practices included, among other things: misleading and deceptive sales practices to induce consumers to purchase HVAC services and products they did not need; misleading or false representations and

sales practices that resulted in consumers purchasing useless warranties; and deceptive financing, billing and collection practices.

A. Deceptive Sales Practices

17. **BRUNO AIR** provided in-home HVAC service and sales to consumers. When responding to consumer requests for service, **BRUNO AIR** employees engaged in deceptive sales practices often including misrepresenting to consumers that their air conditioning (“AC”) units needed to be completely replaced due to alleged high mold content, age, and/or overall condition of the air conditioning unit.

18. Consumers who expressed an interest in having **BRUNO AIR** install a new AC unit were often provided with an oral quote to replace the unit by a **BRUNO AIR** employee or representative and then asked to sign an agreement on a hand-held electronic device (e.g., tablet or telephone) which consumers were led to believe was an agreement solely for the purpose of either allowing **BRUNO AIR** to find out how much financing the consumer qualified for or memorializing the oral HVAC unit estimate that **BRUNO AIR** provided to consumers. However, in many instances consumers subsequently found that they had been tricked by **BRUNO AIR** into unknowingly signing a sales contract on the electronic device for new air conditioning units, rather than a financing or installation estimate document as they were led to believe by the false statements of the **BRUNO AIR** employee or representative.

19. Additionally, even when consumers knowingly entered into sales contracts, **BRUNO AIR** frequently misrepresented the price or characteristics of its HVAC services and products. **BRUNO AIR** charged prices or delivered goods that were substantially different from what its employees or representatives had deceptively represented in their sales pitches to consumers.

20. In numerous instances, a **BRUNO AIR** employee or representative provided consumers a hand-held electronic device to sign the sales contract and falsely told the consumers that they would receive hard copies of the contract that they electronically signed prior to the expiration of the 3-day cancellation period.

21. However, in many instances, consumers never received a copy of the sales contract at all, much less prior to the expiration of the 3-day cancellation period.

22. For consumers who did finally obtain copies of the HVAC sales contracts, often after the 3-day cancellation period had expired, they found that the sales amount and/or the HVAC product to be installed differed substantially from what the **BRUNO AIR** employee represented and what the consumer agreed to at the time of the HVAC sale.

23. Consumers were often told by **BRUNO AIR** salespersons that the salesperson could not show the consumer the document that they were signing on the hand-held electronic device because of alleged poor wireless reception. If a consumer offered to allow the **BRUNO AIR** salesperson to use the consumer's internet service so that the consumer could view the document being signed on the hand-held device, **BRUNO AIR** employees routinely claimed that it was against company policy for the employee to use a customer's internet service.

24. Consumers additionally complained that if they were allowed to briefly look at the hand-held electronic device which purportedly reflected the oral representations made by the **BRUNO AIR** salesperson, the font on the tablet was so small that they could not read any of the documents. To assuage consumers' concerns, **BRUNO AIR** employees would then falsely promise that the consumer would receive hard copies of the documents that they signed well in advance of the 3-day cancellation period.

25. After consumers signed the sales contract on the hand-held electronic device, **BRUNO AIR** employees often arrived at the consumer's home and began installation of an HVAC product well before the three-day contract cancellation period had expired and well before consumers were provided with a copy of the sales contract that they signed on the hand-held electronic device. **BRUNO AIR** installers often appeared within mere hours of a consumer signing a sales contract (which the consumer had yet to be allowed by **BRUNO AIR** to see and review) and began installing an HVAC unit which was the subject of the yet unseen sales contract.

26. Often, when consumers finally received and reviewed the sales contract that they were alleged to have entered into by signing a hand-held electronic device (often after the installation of the HVAC unit had either begun or been completed), they found that the price that they were quoted by the **BRUNO AIR** technician (to which they agreed) was significantly lower than the (much higher) price now reflected in the sales contract that they were tricked into signing.

27. In some instances, consumers reported that the specific HVAC unit that they had agreed to purchase was not the same unit ultimately installed by **BRUNO AIR** and that the contract that they were finally provided referenced the unit that was installed, but that the particular unit installed was not the unit discussed and agreed to during the sales process. Again, consumers often only found out that the unit installed differed from the unit that they had agreed to purchase after the expedited installation had been completed and/or after they finally obtained a copy of the sales contract, after the 3-day cancellation period had expired. Consumers also often found that the sales contract that they finally received (after installation and/or after the 3-

day cancellation period had expired) reflected charges for additional services and products to which they never agreed.

28. Consumers who did not succumb to **BRUNO AIR'S** aggressive sales practices and who did not purchase an HVAC unit from **BRUNO AIR** often found that they did not need an entirely new unit as **BRUNO AIR** had falsely claimed and that the costs to repair their current unit was minimal.

B. Deceptive Financing

29. As part of its HVAC sales process, **BRUNO AIR** offered financing to consumers. Consumers were routinely told by **BRUNO AIR** salespersons that they qualified for financing under the Property Assessed Clean Energy (“PACE”) program.

30. Consumers who agreed to obtain financing for their HVAC products often learned later that **BRUNO AIR** had misrepresented the cost of the HVAC unit sold to them. In fact, when consumers were ultimately provided with loan documents, they saw that the cost reflected in the loan document was much higher than the oral quote given to them by **BRUNO AIR** during the sales process.

31. Consumers were unaware of the price discrepancy in the finance agreements because they were not provided with any documents during the sales process. Consumers were falsely told by **BRUNO AIR** that copies of the documents would be provided to them at a later date (but before any cancellation period had expired).

32. Most consumers were not fully aware of the amount financed, interest rates, or any of the terms and conditions of the loan agreement until after they received a billing statement or welcome call from the financial institution which had agreed to finance the HVAC product, long after the **BRUNO AIR** cancellation period had expired.

33. Many consumers never even saw the loan application and were unaware that they were signing a loan application because the **BRUNO AIR** technicians misrepresented that they were signing HVAC estimates or loan pre-qualification document. In order to prevent consumers from seeing the loan application, **BRUNO AIR** technicians generally covered all of the text of the documents signed by consumers on the hand-held electronic device with the exception of the signature lines.

34. Alternately, many consumers who outright refused financing, later found that a loan had nonetheless been applied for in their names by **BRUNO AIR** without their knowledge or permission. Consumers only became aware that a loan had been taken out in their name when they received a billing statement from a financial institution.

35. When these consumers contacted the financial institution regarding the loan, they were provided copies of the loan documents that they had purportedly signed. In numerous instances consumers complained that the signatures on the loan documents were either forgeries of the consumer's signature or photocopies of their signatures which had been somehow superimposed onto the loan documents.

36. By the time impacted consumers realized that **BRUNO AIR** had obtained loans in their names without their consent, **BRUNO AIR** had already been paid directly by the financing companies and installation of the HVAC unit had already either begun or been completed.

37. **BRUNO AIR** consistently misrepresented the costs of the HVAC products being sold. The HVAC costs in both the sales contracts and the loan applications were usually higher than the price quoted to consumers by **BRUNO AIR** for the HVAC unit during the sales process.

C. Deceptive Billing and Collections

38. In instances in which **BRUNO AIR** was not paid directly by the finance companies, **BRUNO AIR** billed consumers directly.

39. When direct-billed consumers received the invoices from **BRUNO AIR**, many reported that they saw that **BRUNO AIR** had misrepresented the costs of the HVAC unit that they had purchased and that the totals due as reflected in the invoices were significantly higher than the costs to which the consumers had agreed during the sales process.

40. When consumers refused to pay the higher amount reflected in the invoices, **BRUNO AIR** often filed liens against their property, and in many instances, initiated foreclosure proceedings.

41. **BRUNO AIR** also filed liens and initiated foreclosure proceedings against consumers who refused to pay **DEFENDANTS** when they found out that **BRUNO AIR** had obtained a loan in their name for an air conditioner without the consumer's knowledge or permission.

42. Finally, in some instances, **BRUNO AIR** applied for loans without consumers' knowledge or permission, commenced installation of the HVAC unit before the loan was approved, and then initiated foreclosure proceedings against consumers who were thereafter unable to pay **BRUNO AIR** when the loan was denied.

D. Useless Warranties and Maintenance and Service Agreements

43. **BRUNO AIR** offered and sold 10 to 13-year HVAC warranties to consumers who purchased their HVAC products.

44. In offering these HVAC warranties to consumers, **BRUNO AIR** employees falsely told consumers that the warranties covered parts, labor, and maintenance for the HVAC units consumers had purchased from **BRUNO AIR**.

45. However, consumers found that after purchasing an HVAC warranty from **BRUNO AIR**, they were almost always told by **BRUNO AIR** employees that the services required for their unit were not covered by their warranty. Thus, almost all repairs to an HVAC unit purchased from **BRUNO AIR** by consumers required additional costs despite the existence of the warranties consumers were tricked into purchasing. Essentially, **BRUNO AIR** induced consumers to purchase warranties which were ultimately useless.

46. To further add insult to injury, when consumers who had purchased warranties from **BRUNO AIR** were met with substantial costs for repairs purportedly not covered by the warranty and these consumers sought second opinions from other air conditioning companies to determine whether **BRUNO AIR'S** assessment of the required repairs was accurate, they were typically told by **BRUNO AIR** that the simple act of seeking a second opinion automatically voided the warranty.

47. Moreover, consumers who did obtain a second opinion invariably found that the repairs that **BRUNO AIR** employees claimed the consumer needed were not as extensive as alleged and that the true repair costs were well below the repair costs quoted by **BRUNO AIR**. Additionally, some consumers who were told that they needed a new AC unit and that the new unit was not covered under the warranty that they had purchased from **BRUNO AIR** later found that they had been lied to by **BRUNO AIR**. These consumers learned that their replacement AC unit was in fact covered under the consumer's warranty, contrary to **BRUNO AIR'S** misrepresentations; that **BRUNO AIR** had received payment in full from the manufacturer to replace the consumer's alleged defective HVAC unit; and that **BRUNO AIR** had then turned around and charged them to replace the same HVAC unit that **BRUNO AIR** had already been fully reimbursed for from the manufacturer.

F. Failure to Apply for Proper Permits

48. Many consumers were misled into believing that **BRUNO AIR** would apply for all permits required for proper installation of HVAC units sold to consumers. According to the terms of the sales contracts, **BRUNO AIR** stated that it would apply for any permits required to begin and to complete installation of HVAC units sold to consumers.

49. Contrary to **BRUNO AIR'S** representations, **BRUNO AIR's** technicians often began installation of HVAC units without obtaining the proper permitting, and in numerous instances, consumers were left with HVAC units which not only were incompletely or incorrectly installed, but which also could not pass inspection.

50. **BRUNO AIR** failed to return consumers' calls regarding the lack of permits and the resulting incomplete installation of their HVAC units or the failure of the units to pass inspection, or both.

51. When consumers refused to pay **BRUNO AIR** until their HVAC units were properly installed and ultimately passed inspection, **BRUNO AIR** often filed liens against these consumers' property and initiated foreclosure proceedings, rather than obtaining the proper permits for the HVAC installations.

52. **DEFENDANTS**, at all times material to this Complaint, knew, or should have known, that the acts and practices of **BRUNO AIR** as alleged herein were unfair or deceptive.

53. **DEFENDANTS'** deceptive actions and misrepresentations were likely to mislead consumers acting reasonably under the circumstances and in fact have misled consumers in the State of Florida and elsewhere throughout the United States.

54. As the result of **DEFENDANTS'** deceptive actions and misrepresentations, consumers, specifically senior citizens, have suffered injury.

55. At least 135 senior citizens have filed complaints alleging they suffered injury as the result of **DEFENDANTS'** actions, resulting in an alleged financial loss of approximately \$1,142,822.00 to these consumers. The total financial loss alleged by all 248 consumers who have complained to the Attorney General is approximately \$2,367,093.44. Based on information and belief, there are many more consumers who have been financially harmed by **DEFENDANTS'** deceptive practices.

56. Unless **DEFENDANTS** are permanently enjoined from engaging further in the acts and practices complained of herein, any continued activities of **DEFENDANTS** will result in irreparable injury to the public for which there is no adequate remedy at law.

COUNT I
Against DEFENDANT BRUNO AIR
VIOLATION OF FLORIDA'S DECEPTIVE AND
UNFAIR TRADE PRACTICES ACT

57. Plaintiff adopts, incorporates herein and re-alleges Paragraphs 1-56 above as if fully set forth herein.

58. FDUTPA provides that "...deceptive and unfair acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Section 501.204(1), Florida Statutes.

59. Deception occurs if there is a material representation, omission, or practice that is likely to mislead the consumer acting reasonably in the circumstances.

60. As more fully detailed above in paragraphs 1 through 56, **DEFENDANT BRUNO AIR** has engaged in a pattern of deceptive and unfair acts and practices as it relates to the sale of HVAC products and services which included, *inter alia*:

a. misrepresenting the true purchase price of HVAC products offered to consumers to induce them to purchase HVAC units;

b. falsely telling consumers that they were signing costs estimates or loan pre-qualification documents, or both, when in truth and fact consumers were signing sales contracts and loan applications;

c. falsely telling consumers that they would be provided copies of the documents that they had signed on a tablet or other electronic device, but were not permitted to fully see, prior to the expiration of the three-day cancellation period;

d. misrepresenting to consumers the actual HVAC product to be installed by providing a quote as to one specific unit, and then installing a different HVAC product without the consumer's knowledge or permission;

e. misleading consumers into purchasing warranties and service agreements for parts, labor, and maintenance which **DEFENDANTS** had no intention of honoring; and

f. misleading consumers to believe that permits would be applied for to properly initiate and complete installation of the HVAC unit purchased by consumers.

61. **DEFENDANT BRUNO AIR** has violated FDUTPA, and the above-described acts and practices have injured consumers in the State of Florida. Pursuant to Section 501.207(3), Florida Statutes, this Court is authorized in an action brought by the enforcing authority under Section 501.207(1)(b), Florida Statutes, to enter an order that the **DEFENDANT BRUNO AIR** provide restitution and other equitable relief.

62. **DEFENDANT BRUNO AIR** has committed one or more willful violations of Section 501.204, Florida Statutes, and pursuant to Section 501.2075, Florida Statutes, this Court is also authorized to impose a civil penalty upon **DEFENDANT** of up to \$10,000 for each of the **DEFENDANT'S** willful FDUTPA violations. 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.

63. **DEFENDANT BRUNO AIR** has committed one or more willful violations of Section 501.204, Florida Statutes, and pursuant to Section 501.2077, Florida Statutes, this Court is authorized to impose civil penalties upon **DEFENDANT** of up to \$15,000 for each willful violation of FDUTPA that victimizes a senior citizen.

64. The Attorney General has incurred reasonable attorney's fees and costs and is entitled to have those fees and costs reimbursed by **DEFENDANT BRUNO AIR** pursuant to Sections 501.2075 and 501.2105, Florida Statutes.

COUNT II
Against DEFENDANT LOUIS BRUNO
VIOLATION OF FLORIDA'S DECEPTIVE AND
UNFAIR TRADE PRACTICES ACT

65. Plaintiff, adopts, incorporates and re-alleges paragraphs 1 through 64 as if fully set forth herein.

66. Once a corporation's liability for violations of FDUTPA is established, individual defendants may be liable for (1) injunctive relief for the corporate defendants' practices if the individual defendants participated directly in the practices or acts or had authority to control them, and (2) monetary relief if the individual had actual or constructive knowledge of the practices.

67. As alleged herein, **DEFENDANT BRUNO** formulated, directed, controlled, had the authority to control, and directly participated in the acts and practices of **BRUNO AIR** and knew, or should have known, of the deceptive acts and practices of **BRUNO AIR** alleged herein.

68. **DEFENDANT BRUNO** willfully engaged in deceptive acts and practices in that he knew or should have known that the methods, acts or practices alleged herein were and are deceptive and prohibited by law.

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

70. Unless **DEFENDANT BRUNO** is temporarily and permanently enjoined from engaging further in the acts and practices complained of herein, Defendant, **DEFENDANT BRUNO'S** actions will continue to result in irreparable injury to the public for which there is no adequate remedy at law.

71. Therefore, **DEFENDANT BRUNO** is subject to the equitable and injunctive relief, as well as the civil penalties and fees and costs, provided for by FDUTPA.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, the Attorney General, pursuant to FDUTPA, requests that this Honorable Court enter Judgment against **DEFENDANTS**, jointly and severally, to:

- A. Temporarily and permanently ENJOIN **DEFENDANT BRUNO AIR**, and its officers, affiliates, agents, servants, employees, and those persons in active concert or participation with them who receive actual notice of this injunction, from engaging in any activity in violation of provisions of FDUTPA as specifically alleged above and any similar acts and practices relating to false or misleading statements to consumers related to the sale, installation, or maintenance of air conditioning and heating units,

dehumidifiers, humidifiers, generators, indoor air quality services, air duct cleaning services, and HVAC contracts and warranties.

B. Temporarily and permanently **ENJOIN DEFENDANT BRUNO**, acting either directly or through others, from engaging in conduct which relates in any manner to the sale, installation, or maintenance of air conditioning and heating units, dehumidifiers, humidifiers, generators, indoor air quality services, air duct cleaning services, and HVAC contracts and warranties.

C. Award such relief as the Court finds appropriate, pursuant to Section 501.207, Florida Statutes, including full consumer restitution pursuant to Section 501.207(3), Florida Statutes;

D. Assess civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by Section 501.2075, Florida Statutes, for each act or practice found to be in violation of Chapter 501, Part II, of the Florida Statutes; or Fifteen Thousand Dollars (\$15,000.00) for each victimized senior citizens prescribed by Section 501.2077, Florida Statutes;

E. Award attorney's fees and costs pursuant to Sections 501.2105 and 501.2075, Florida Statutes, or as otherwise authorized by law; and

F. Grant such other relief as this Court deems just and proper.

Dated this 2nd day of June, 2020.

Respectfully Submitted,

ASHLEY MOODY
ATTORNEY GENERAL

/s/ Carol E. A. DeGraffenreidt
Carol E. A. DeGraffenreidt
Assistant Attorney General

Fla. Bar No.: 0642101
Office of the Attorney General
Consumer Protection Division
1515 N. Flagler Drive, Suite 900
West Palm Beach, FL 33470
Primary: Carol. DeGraffenreidt@myfloridalegal.com
Telephone: (561) 837.5007
Facsimile: (561) 837.5109