

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

CASE NO. 20-CA-003525

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

Plaintiff,

v.

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.

**CONSENT FINAL JUDGMENT AND STIPULATED ORDER
FOR PERMANENT INJUNCTION**

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF
FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (hereafter, "Plaintiff"), and
DEFENDANTS LOUIS BRUNO, LLC d/b/a BRUNO TOTAL HOME

PERFORMANCE f/k/a BRUNO AIR CONDITIONING OF SWFL and LOUIS BRUNO (collectively hereafter, “Defendants”), have agreed to and consent to entry of this Consent Final Judgment and Stipulated Order for Permanent Injunction (“Judgment”) and the findings set forth below. This Court, having reviewed the file and necessary papers, does hereby FIND, ORDER and ADJUDGE:

Final Judgment is hereby entered in favor of the Office of the Attorney General, State of Florida, Department of Legal Affairs, Consumer Protection Division, 1515 N. Flagler Dr., Suite 900, West Palm Beach, Florida 33401, and against LOUIS BRUNO, LLC d/b/a BRUNO TOTAL HOME PERFORMANCE f/k/a BRUNO AIR CONDITIONING OF SWFL, 28731 South Cargo Court, Bonita Springs, Lee County, Florida 34135; and LOUIS BRUNO, 5645 Spanish Oaks Lane, Naples, Florida 34119, as follows:

I. DEFINITIONS

The Parties stipulate, for purposes of this Judgment, the following definitions apply:

1. “Attorney General” means Plaintiff Office of the Attorney General, Department of Legal Affairs, State of Florida, Consumer Protection Division.
2. “Consumer” means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust;


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business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination, including Customers.

3. “Clear and Conspicuous” (including “Clearly and Conspicuously”) means that a statement is made in a manner readily noticeable and understandable. To determine whether a statement is Clear and Conspicuous, factors to consider include:

- i. whether it is of sufficient prominence in terms of sound and speed, font, size, placement, color, contrast, and duration of appearance, as compared with accompanying statements, claims, terms, or representations, so that it is readily noticeable, understandable, and likely to be heard or understood by an ordinary Consumer; and if written or conveyed electronically, the terms are not buried on the back or bottom, or in unrelated information or placed on a portion of the page that an ordinary Consumer would not think contained significant information;
- ii. whether it is located sufficiently near any other statement that it clarifies, modifies, or explains, or that clarifies, modifies, or explains it;
- iii. whether it is presented in a coherent and meaningful sequence with respect to other terms, representations, claims, or statements being conveyed;
- iv. whether it contradicts, or renders confusing or ambiguous, any other statement, or appears to be inconsistent with any other statement;
- v. whether, if it is oral, it is at an understandable pace, tone and volume as the sales offer, or, if not oral, it appears for a duration sufficient to allow viewers to have a reasonable opportunity to notice or read, and is free of distractions that compete for the attention of the Consumer;

- vi. whether it is presented in such a way as to be free of distractions, including but not limited to sound, graphics, text, or other offers that compete for the attention of the Consumer; and
- vii. whether, in advertising on the Internet, it is made on the same page as any other term, statement, claim or representation that it modifies, and either above the fold or Clearly and Conspicuously referenced or linked to a location below the fold.

4. “Complaint” means the Plaintiff’s underlying complaint in this matter against the Defendants, alleging that the Defendants’ acts and practices constituted violations of Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II (“FDUTPA”).

5. “Corporate Defendant” means Defendant Louis Bruno, LLC, including its d/b/a BRUNO TOTAL HOME PERFORMANCE and f/k/a BRUNO AIR CONDITIONING OF SWFL.

6. “Criminal Action” means the separate criminal action filed as *State of Florida v. Louis Bruno, et al.*, Lee County Twentieth Judicial Circuit Case No. 20CF260, which was dismissed.

7. “Customer” means a Consumer who purchased or used Heating Ventilation and Air Conditioning Services or Goods, as defined below, from Defendants during the period of 2015 through the date this Judgment is entered. Customer does not include those individuals with whom Defendants are engaged

in or have been engaged in litigation in other actions (*see, e.g., Louis Bruno, LLC, et al., v. Katherine Rueb*, Lee County Twentieth Judicial Circuit Case No. 18-CA-6087; *Lance Henderson, et al., v. Louis Bruno, LLC, et al.*, Lee County Twentieth Judicial Circuit Case No. 19-CA-515; *Sandra Diaz v. Louis Bruno, LLC, et al.*, Lee County Twentieth Judicial Circuit Case No. 19-CA-1251), or other third parties.

8. “Defendants” means the Corporate Defendant and Individual Defendant.

9. “Financing Company” means a corporate entity concerned primarily with providing money, such as loans, to Consumers for the purchase of HVAC Goods or Services.

10. “Florida AG Action” means the lawsuit filed by the Office of the Attorney General, State of Florida, Department of Legal Affairs pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Case No. 20-CA-003525, Circuit Court of the Twentieth Judicial Circuit, in and for Lee County, Florida.

11. “Heating, Ventilation and Air Conditioning Service or Good” or “HVAC Good(s) or Service(s)” means actual physical installation of forced air heating and cooling systems that are sold, installed, or removed by DEFENDANTS, including but not limited to air duct replacement or repair.

12. “Individual Defendant” means Defendant Louis Bruno.

13. “Party” or “Parties” refer to the Attorney General and/or the Defendants.

14. “Trade or Commerce” means 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.

II. RECITALS

WHEREAS, Plaintiff brought this Florida AG Action pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II (“FDUTPA”);

WHEREAS, The Florida Attorney General, Office of Statewide Prosecution, brought a separate action against Louis Bruno, individually, and nine of his employees related to alleged fraudulent financing (the “Criminal Action”);

WHEREAS, the aforementioned Criminal Action resulted in a *nolle prosequi* of the 40-count criminal information that had been filed;

WHEREAS, on November 19, 2021, the Criminal Action was dismissed;

WHEREAS, Defendants were approved contractors for the third-party “Property Assessed Clean Energy Program” or “PACE”, which offers a long-term, fixed-rate source of financing that allows homeowners to do energy conservation, including the replacement of air conditioners. Property owners can use PACE financing to cover 100% of the costs involved in installing eligible projects and improvements. When a homeowner finances an upgrade under PACE Program, the cost of the repair, and any applicable interest, is added as a special assessment to the homeowner’s tax bill each year;

WHEREAS, Defendants (i) deny each and all of the claims and allegations of wrongdoing made by Plaintiff in the Florida AG Action and maintain they have meritorious defenses; (ii) deny all assertions of wrongdoing or liability against Defendants arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Florida AG Action; (iii) deny that Plaintiff or any Florida resident was harmed by any conduct of Defendants alleged in the Florida AG Action, or otherwise; (iv) deny liability, expressly deny any wrongdoing, and deny it violated any federal or state statute or common law; and (v) maintain that Defendants would be able to successfully defend against Plaintiff’s claims and allegations at trial, that the facts do not support the allegations, that Defendants engaged in no misconduct or unlawful activity, and caused no harm to Plaintiff or any Florida residents;



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WHEREAS, Plaintiff contends that the facts support the allegations made in the Florida AG Action and that Plaintiff could successfully prove at trial that Defendants engaged in misconduct or unlawful activity that caused harm to Plaintiff and Florida residents;

WHEREAS, the Parties have each considered the costs and delays and uncertainty associated with the continued prosecution and defense of the Florida AG Action;

NOW, THEREFORE, IT IS HEREBY ORDERED AND AGREED by and between Plaintiff and Defendants, by and through their respective counsel, as follows:

III. BACKGROUND

1. On June 2, 2020, the Attorney General filed the Florida AG Action against the Defendants in this matter, alleging that the Defendants' acts and practices constituted direct violations of FDUTPA.

2. The Florida AG Action arose from an investigation wherein the Attorney General, a FDUTPA enforcing authority, determined that an enforcement action served the public interest. The Attorney General had full authority to bring this action against Defendants. The Attorney General's investigation was initiated separate from the Criminal Action.

3. Plaintiff alleges that Defendants operated in multiple judicial circuits and that consumers paid for HVAC Goods and Services through various means, including third-party financing. Notwithstanding the above, Defendants contend that, from September 2012 through December 2019 in the municipality of Cape Coral where consumers elected to finance through the PACE program, the PACE program Administrator set Defendants' pricing and oversaw and administered the operation of the program relating to HVAC Goods or Services.

4. The Complaint in the Florida AG Action alleges that Consumers in the state of Florida were harmed by the unfair, deceptive, and unconscionable practices of the Defendants. Defendants deny and vigorously oppose the allegations of the Complaint.

5. Only for the purpose of this Florida AG Action, the Defendants admit the facts necessary to establish this Court's jurisdiction over the Parties and the subject matter of this action pursuant to the provisions of FDUTPA, and that venue is proper in this Court as the actions at issue took place in more than one county in the State of Florida.

6. The Parties wish to settle and to dismiss the Florida AG Action and Defendants have stipulated to the entry of this Judgment with no admission of liability and with the understanding that Defendants intend to pursue third parties.


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7. This Court has jurisdiction over the subject matter of this action pursuant to FDUTPA. At all pertinent times, Defendants' business activities were conducted in various counties located in the State of Florida including, but not limited to, Collier County and Lee County, Florida.

8. The award of injunctive relief and other equitable relief is within the Circuit Court's jurisdiction and the amounts in controversy meet the Circuit Court's jurisdictional threshold.

9. Venue is proper in Lee County, Florida.

10. Defendants, at all pertinent times, solicited Consumers.

11. Defendants, at all pertinent times, provided goods or services within the State of Florida as defined within Section 501.203(8), Florida Statutes.

12. Defendants, at all pertinent times, were engaged in a Trade or Commerce as defined within Section 501.203(8), Florida Statutes.

13. Individual Defendant is over the age of 21.

14. According to Defendants, Individual Defendant, with the Individual Defendant's business partner, at all pertinent times managed, controlled, or participated in the operation of the Corporate Defendant.

15. According to Defendants, Individual Defendant, with the Individual Defendant's business partner and other unnamed parties, owned and operated the

Corporate Defendant, through which he advertised, offered, and sold HVAC Goods or Services to the public.

16. The Attorney General has investigated allegations, including but not limited to, that Defendants engaged in various acts and practices that were likely to deceive a consumer acting reasonably under the circumstances in direct violation of FDUTPA. Based on its investigation, the Attorney General filed its Complaint in this Florida AG Action against Defendants.

17. The Attorney General alleges that Consumers were injured by the deceptive practices of Defendants. The Attorney General further alleges that Defendants, at all pertinent times, knew or should have known that Defendants' conduct was deceptive or prohibited by rule. Defendants deny the Attorney General's allegations.

18. The Corporate Defendant is no longer providing daily services to Florida Consumers.

19. Currently, and at all times relevant to this action, the Individual Defendant maintained an active license with the Department of Business and Professional Responsibility ("DBPR"), which at no time during the relevant time period was suspended or revoked by DBPR. After review of individual complaints, the DBPR declined to take action against Defendants and their license.

20. Defendants represent, and the Attorney General relies on such representations in agreeing to the entry of this Judgment, that Defendants have provided goods and/or services amounting to over \$1,000,000.00 for which Defendants have not received payment from third-party financing companies that Defendants allege are due and owing to them. Defendants further contend that unnamed third parties are responsible for indemnification and/or otherwise owe money and are liable to Defendants and those claims are not addressed by the settlement or this Judgment, so that Defendants may pursue this relief.

21. Defendants further represent, and the Attorney General relies on such representations in agreeing to the entry of this Judgment, that Defendants have provided goods and/or services amounting to over \$300,000.00 for which Defendants have not received payment because consumers were not approved by third-party financing companies for the full amount requested to be financed.

22. Each Defendant expressly stipulates that they did not and will not conceal, transfer, or convey assets of any type (whether monetary, personal property, real property, or otherwise) to any other third person or entity as a means to influence the terms of this Judgment, avoid enforcement of this Judgment, or avoid payment of any amounts due pursuant to this Judgment;

23. Defendants' execution of this Judgment does not constitute an admission of liability.


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IV. LEGAL CONCLUSIONS/APPLICABLE LAW

24. The purpose of FDUTPA is to “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.” Section 501.202(2), Florida Statutes.

25. Pursuant to Section 501.207, Florida Statutes, the Attorney General is authorized to bring the claims set forth in this action; namely, an action to enjoin any person who has violated, is violating, or is otherwise likely to violate, this part. Further, the Attorney General is entitled to seek equitable relief in the form of restitution, in addition to ancillary equitable relief, civil penalties and attorney’s fees pursuant to Sections 501.207, 501.2075, and 501.2077, Florida Statutes.

26. FDUTPA provides that any person, firm, corporation, association, or entity, or any agent or employee of the foregoing “who is willfully using, or has willfully used, a method, act, or practice declared unlawful under FDUTPA ... is liable for a civil penalty.” Section 501.2075, Florida Statutes. Willful violations occur when the person knew or should have known that his or her conduct was unfair, deceptive, or prohibited by rule. *Id.*

27. Civil penalties in the amount of up to Ten Thousand Dollars (\$10,000.00) per violation may be assessed against any person who has willfully engaged in an unfair or deceptive act or practice, pursuant to Section 501.2075,

Florida Statutes, and up to Fifteen Thousand Dollars (\$15,000), against any person willfully using an act or practice that violates FDUTPA which victimizes a senior citizen, or a person who has a disability, or is directed at a military service member or the spouse or dependent child of a military service member, pursuant to Section 501.2077, Florida Statutes. Each instance in which a deceptive representation is disseminated constitutes a violation. *U.S. v. Reader's Digest Ass'n, Inc.*, 662 F.2d 955, 966 (3d Cir. 1981).

V. ORDER

A. INJUNCTIVE TERMS

28. The Court hereby permanently and immediately enjoins Louis Bruno, LLC d/b/a Bruno total Home Performance and Bruno Air Conditioning of SWFL from directly or indirectly engaging in any acts or practices related to HVAC Goods or Services in Florida.

29. The Court hereby permanently and immediately enjoins Individual Defendant from engaging in the following conduct within the State of Florida, in connection with the provision of HVAC Goods or Services, directly or indirectly. For the avoidance of all doubt, Individual Defendant is also permanently and immediately enjoined from causing or directing others to engage in the following acts or practices:



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- a. Making any high-pressure, false, misleading, or threatening statement in the course of offering, servicing, soliciting, or collecting or attempting to collect any amounts alleged to be due and payable related to any HVAC Goods or Services, including, but not limited to:
- i. Threatening a Consumer with lawsuits, liens, collection activities, or negative reporting to credit bureaus if the Consumer (a) declines to engage Individual Defendant for any HVAC Goods or Services, (b) otherwise lawfully declines to make a purchase from Individual Defendant, or (c) attempts to lawfully cancel a contract. This does not prohibit Individual Defendant from pursuing his respective legal rights and remedies in connection with his provision of HVAC Goods or Services to Consumers;
 - ii. Refusing to leave a Consumer's residence when asked;
 - iii. Making any unsubstantiated or knowingly false air quality or health claims pertaining to: (a) the condition of a Consumer's existing heating or air conditioning unit or air ducts, or (b) any HVAC Goods or Services offered for sale;
 - iv. Threatening to void or voiding a warranty, service, or maintenance plan if a Consumer received a service quote or second opinion from a different HVAC service provider; however, if the second opinion involves dismantling any parts of the unit, it may void the warranties, service, or maintenance plans;
 - v. Threatening to void or voiding any warranty, maintenance, or service agreement if a Consumer complains to any third party about Defendants' provision of HVAC Goods or Services;
 - vi. Claiming or labeling a document as an "estimate" when, in fact, it is a contract to receive any HVAC Goods or Services, unless it is Clearly and Conspicuously stated that the document is a binding agreement and that the Consumer is bound to the terms and conditions of the document.

- b. Creating or knowingly using forged or falsely executed documents;
- c. Notarizing any document in a manner that is not in compliance with notary laws of Florida;
- d. Misrepresenting material contractual terms to Consumers regarding HVAC Goods or Services;
- e. Making any misleading representation about any HVAC Goods or Services including, but not limited to, price, quality, and of the service or product;
- f. Failing to Clearly and Conspicuously disclose, if applicable to the service or product, all material terms in writing related to HVAC Goods or Services being provided, including but not limited to the price, quality, and nature of the service or product;
- g. Failing to Clearly and Conspicuously disclose the legally required three (3) day cancellation and applicable refund right provision in all Defendants' contracts, if such rights apply to the services, products, fees, costs, and down payments included or referenced in said contracts or as a matter of law;
- h. Making any misleading representation about the financing of any HVAC Goods or Services;
- i. Causing or encouraging any Consumer to make misrepresentations about the status of any HVAC Goods or Services to a Financing Company;
- j. To the extent that Individual Defendant or his agents participate in Consumers' application for, or securing of, financing, commencing work on any HVAC Goods or Services prior to confirmation by the Financing Company that the Consumer has consented to all material terms of financing and executed the corresponding agreement(s);
- k. Failing to disclose the material terms of all financing offers delivered to Individual Defendant or his agent on a Consumer's behalf, or


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wherein Individual Defendant or his agent has participated in securing financing for Consumers, including where more than one Financing Company has offered to finance a Consumer's HVAC Goods or Services;

- l. Using any non-disparagement provision or other language that would prohibit or otherwise limit a Consumer from writing or posting a negative review online, including where such a provision would impose a financial penalty upon a Consumer;
- m. Directly placing liens on consumers' residential property for any work performed by either of the Defendants prior to the Effective Date. This provision shall in no way impair the placement of liens as may be required for Consumers to participate in a PACE financing program;
- n. Authorizing, assisting, knowingly participating, or acting in concert with any business entity or person with the intent of engaging in any act or practice identified in subsections (a)-(m) above on behalf of any Defendant; and
- o. Owning, controlling, having the authority to control, or having any financial interest in, either directly or indirectly, any business entity that engages in any act or practice identified in subsections (a)-(m) above.

30. Individual Defendant, in connection with the provision of HVAC Goods or Services, shall (a) engage in, (b) continue to engage in, and (3) direct any HVAC business that he owns, controls or in which he directly participates in the control of to engage in the following practices for a period of five years commencing from entry of this Judgment:

- a. Employ dedicated personnel to address and attempt to resolve Consumer complaints;

- b. Implement and maintain policies to ensure that Individual Defendant follows appropriate procedures to prepare, execute, notarize, and file documents in the public record;
- c. Establish a process for the resolution of Consumer complaints, including a method to track complaint resolutions that shall be made available to the Office of the Attorney General upon request;
- d. Maintain a uniform point of contact to communicate with the Attorney General about issues relating to this settlement and future Consumer complaints;
- e. Provide a dedicated toll-free telephone number established and maintained by Individual Defendant for Consumers to report any concerns or issues related to HVAC Goods and Services provided by any Defendant. Individual Defendant shall have adequate and competent staff to answer and respond to all Consumer inquiries within forty-eight (48) hours;
- f. Ensure that all electronic records signed by a Consumer are delivered to the Consumer, either electronically or in paper copy as requested by the Consumer, prior to the initiation of work for any HVAC Goods or Services;
- g. Establish a procedure to ensure that a Consumer's electronic signature is attributable to that Consumer;
- h. Clearly and conspicuously disclose any material terms, conditions, or limitations in any advertisement or offer of any HVAC Goods or Services;
- i. Provide all permit-related services promised to the Consumer, including obtaining or applying for a permit and coordinating inspection with the County, Consumer, and housing association, wherever applicable, as related to any HVAC Goods or Services, as required under applicable law. Individual Defendant shall not be in violation of this paragraph due to any failure by a Consumer to participate in the process as necessary;
- j. Accurately reflect the purchased HVAC Goods or Services on any applicable permit application;


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- k. Cure any issues identified as a result of permit inspection within a commercially reasonable time; and
- l. Ensure that a written agreement exists with, and has been provided to, a Consumer before perform or installing any type of HVAC Goods or Services;
- m. Upon request by the Consumer, provide any Consumer with a hard copy version of the document that a Consumer is asked to electronically sign on a tablet or other device where the Consumer does not sign a hard copy document containing all material terms. If material terms carry over on numerous pages, Individual Defendant shall have the Consumer electronically sign their initials on each page and their full signature on the final page of the document. If the contract software used by Individual Defendant sets the material terms as a scrolling list of terms with signature at the conclusion of the terms, that will comply with this provision. If a consumer signs a document electronically on a tablet or other device, Individual Defendant will comply with Sections 501.021-.055, including the 3-day right to cancel, and Section 668.50, Florida Statutes.
- n. Provide a written timeline or other hard copy illustration of the expected Consumer experience related to the purchase of the applicable HVAC Goods or Services, to include but not be limited to the provision of a written estimate, execution of any related agreement(s) or contract(s), application for any third-party financing, provision of any third-party financing agreement(s), pulling of permits, commencement of work, and completion of work.

31. If a court finds that either Defendant violated any provision of Part V.A of this Judgment, in addition to any remedies set forth in Paragraph 34(c) below, the Individual Defendant shall be permanently banned from directly or indirectly engaging in any acts or practices related to HVAC Goods or Services.

B. ENFORCEMENT

32. Prior to initiating any proceedings regarding an alleged violation hereunder, the Attorney General will give the Defendant(s) notice of the potential violation and Defendant(s) shall have 30 days to respond and may provide information about any steps taken to address the potential violation, unless the Attorney General determines that immediate action is necessary to protect the health, safety or welfare of Floridians.

C. MONETARY RELIEF

33. Relief to Customers:
- a. Each Defendant has stipulated and agreed as a term of this Consent Final Judgment that he/it will not seek direct payment or other remedies directly from Customers for the amounts Defendants allegedly are due and owing to them as described in paragraphs 20 and 21 above, including that Defendants shall not engage in collections efforts to collect funds directly from the Customers and shall not place any future liens on Customers' properties for alleged related indebtedness owed. Notwithstanding the above, nothing herein shall limit either Defendant's right to pursue claims against third-parties other than Customers for liability, causes of action, claims for relief, indemnification, and for all amounts owed to them.
 - b. Each Defendant stipulates and agrees that he/it will release existing liens for certain Customers identified to the Attorney General, amounting to a release of liens in the amount of approximately \$100,000.00.
 - c. Each Defendant represents and warrants that, as of the date of this Judgment, they provided **Fifty-Nine Thousand Two Hundred Nine Dollars and Ninety-Five Cents (\$59,209.95)** in refunds to Customers who complained to the Attorney General.


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- d. Judgment is hereby entered against Defendants, jointly and severally, for equitable monetary relief in the total amount of **One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00)** (“Payment Amount”), plus interest as prescribed under section 55.03, Florida Statutes, for which let execution issue forthwith. The Payment Amount shall be paid within ninety days (90) days of the entry of this Judgment, payable to the Department of Legal Affairs, c/o Assistant Attorney General Josie Warren, Office of the Attorney General, Consumer Protection Division, 1515 N. Flagler Dr., Suite 900, West Palm Beach, FL 33401, and shall be deposited into the Department of Legal Affairs Revolving Trust Fund. The Attorney General shall thereafter allocate and distribute **One Hundred Thousand Dollars and No Cents (\$100,000.00)** of the Payment Amount funds for Customer relief as the Attorney General determines is reasonable and in its sole discretion and judgment. Any funds remaining after Customer relief is paid shall be used to defray the costs of Customer relief distribution, consumer education, or for attorney’s fees and costs of investigation. The Attorney General shall allocate **Twenty-Five Thousand Dollars and No Cents (\$25,000.00)** of the Payment Amount as attorney’s fees and costs.
- e. Defendants agree that failure to make any payment within ten (10) days of the due date, or to violate any provision stated above, shall constitute a default (“Default”). Time is of the essence in the performance of all terms and conditions of this Judgment, and interest computed at the statutory rate pursuant to Section 55.03, Florida Statutes, will immediately begin to accrue on any unpaid balance due and owing, and will be rendered immediately and payable by Defendants upon Default. In the event of Default, Defendants shall owe a penalty of ONE HUNDRED DOLLARS AND ZERO CENTS (\$100.00) per day to the Attorney General for any payment made that arrives more than ten (10) days late. Further, immediately upon Default, Defendants shall complete a Form 1.977 Fact Information Sheet under oath and submit same with all required attachments to the Attorney General. Satisfaction of the monetary obligations of this Section shall not relieve Defendants from the other obligations under this Judgment.

34. Penalties.

- a. Judgment is hereby entered against Defendant Louis Bruno, LLC d/b/a/ Bruno Total Home Performance and Bruno Air Conditioning of SWFL in the total amount of **Five Hundred Thousand Dollars (\$500,000.00) (the Penalty Amount)**. In consideration of Defendants' assertions that Corporate Defendant has and will continue to cease all activity related to HVAC Goods and Services, such assertions on which the Attorney General relied on while negotiating and agreeing to this Judgment, the Attorney General agrees to suspend the Penalty Amount, provided that the Corporate Defendant does not violate any provision of the Judgment.
- b. In light of the Individual Defendant's cooperation, the injunctive relief imposed, the representations made by the Individual Defendant herein, and the agreement to pay the above Payment Amount, the Attorney General has agreed to waive its entitlement to civil penalties as against the Individual Defendant, and therefore none are imposed at this time.
- c. Notwithstanding the above, the Attorney General reserves the right to seek penalties against any Defendant for any violation of this Judgment or future violations of FDUTPA. The Attorney General also reserves the right to seek attorney's fees and costs from any Defendant upon any future noncompliance. Defendants reserve all defenses to any future actions by the Attorney General.

35. Defendants agree that all payments due pursuant to this Judgment are not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7). Defendants further agree not to object to or otherwise dispute any claim for non-dischargeability of any existing or future allegations arising from this Judgment in any voluntary or involuntary bankruptcy proceedings. In any bankruptcy proceeding relating to the non-dischargeability of the Judgment

Amount, the Defendants stipulate that the allegations of the Complaint and the findings of this Court may be taken as true and correct without further proof.

36. Further, the Defendants agree that the facts alleged in the Complaint establish all elements necessary to find the Payment Amount is not subject to discharge pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, and this Judgment will have collateral estoppel effect for such purposes.

37. Other than the “Payment Amount” by Defendants referenced in this section above, none of the Defendants shall have any obligation to make any further or additional payments in connection with the Florida AG Action, unless a Default or future violation (as described in Part V.D. of this Judgment) occurs.

D. FUTURE VIOLATIONS

38. IT IS FURTHER ORDERED, upon the express agreement of the Parties, that any failure to comply with the terms and conditions of this Judgment is prima facie evidence of a FDUTPA violation and will subject Defendants to any and all additional civil penalties and sanctions authorized by law, including attorney’s fees and costs incurred in enforcing this Judgment. Any sanction or payment provided by this Judgment does not preclude the Attorney General from pursuing any other action, relief, or sanction available to the Attorney General for any act which, independent of this Judgment, would constitute a violation of the laws of Florida.

**E. COMPLIANCE MONITORING AND REPORTING
REQUIREMENTS**

39. IT IS FURTHER ORDERED that beginning from the Effective Date of this Judgment, all of the Corporate Defendant's records must be retained for a minimum of two (2) years. Defendants shall maintain and make available to the Attorney General's representative, upon any reasonable written request, all corporate books, records and other documents, except privileged documents, in the format in which they exist, which reflect the implementation of the terms of this Judgment and compliance with its terms. Any such records requested by the Attorney General shall be made available for inspection within thirty (30) business days of either Defendant's receipt of the request. Defendants shall honor any request from the Attorney General to make such records available without legal process, with the understanding that the Corporate Defendants only have possession of a copy of prior business records that were seized during a police raid related to the Criminal Action. Further, the Corporate Defendant represents that it is no longer active or conducting daily business with Florida Consumers.

40. For a period of two (2) years from the Effective Date, Defendants shall notify the Attorney General of the following within ten (10) days of the occurrence of:

- a. Any changes in Defendants' residence, mailing address, and telephone number;


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- b. To the extent Individual Defendant is directly or indirectly providing HVAC Goods or Services, Individual Defendant shall notify the Attorney General of the company name, address and name of the business;
 - c. Any changes in Defendants' name or use of any aliases or fictitious names.
41. The Defendants shall notify the Attorney General of the filing of a bankruptcy petition by Defendants within fifteen (15) days of filing.
42. Within seven (7) days of the Effective Date, Defendants must:
- a. Designate at least one telephone number and email, physical, and postal address as points of contact, which the Attorney General may use to communicate with Defendants;
43. IT IS FURTHER ORDERED that the Attorney General is authorized to monitor the Defendants' compliance with this Judgment, without further leave of the Court, by all lawful means, including but not limited to the use of representatives posing as consumers to the Defendants, any of the Defendants' employees, or any other entity managed or controlled in whole or in part by the Individual Defendant, without the necessity of identification or prior notice.
44. Defendants stipulate that the Attorney General, in connection with efforts to enforce this Judgment, may execute post-judgment third-party discovery without the necessity of prior notice to the Defendants, and they hereby waive the notice requirements of Florida Rule of Civil Procedure 1.351 in any subsequent proceeding to enforce this Judgment.



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45. The Defendants shall not effect any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities as a method of avoiding the obligations and terms and conditions set forth in this Judgment.

F. EFFECTIVE DATE

46. The “Effective Date” of this Judgment is the date upon which the Judgment is entered by the Court.

G. GENERAL AND ADMINISTRATIVE PROVISIONS

47. Acceptance by the Attorney General shall be established by the signature of the Director of the Consumer Protection Division or a designee.

48. The receipt by the Attorney General of any monies pursuant to the Judgment does not constitute acceptance by the Attorney General, and any monies received shall be returned to Defendants if this Judgment is not accepted and fully executed by the Attorney General.

49. It is further agreed that facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement, and this Judgment may be executed in counterparts the compilation of which shall constitute the full and final agreement.

50. Nothing herein constitutes approval by the Attorney General of any person or corporation’s past or future business practices. Defendants shall not


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make any representation to the contrary regarding this Judgment or use the name of the Office of the Attorney General, State of Florida, Department of Legal Affairs, or any of its current or former employees or representatives as an endorsement or approval of Defendants' acts, practices or conduct of business.

51. Nothing herein shall be construed as a waiver or release of any private rights, causes of action, or remedies of any person against Defendants with respect to the acts and practices covered by this Judgment.

52. Notwithstanding any other provision of this Judgment, nothing herein shall be construed to limit or bar any other governmental agency, or any other unit of the Attorney General's office, from pursuing other available remedies against Defendants for violations of laws other than FDUTPA.

53. Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address conduct of Defendants occurring after the entry of this Judgment that the Attorney General believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Judgment shall not be a defense to any such enforcement action.

54. Each Defendant further waives and releases any and all claims he or it may have against the Attorney General and its current or former employees with respect to this action, the related investigation, and this Judgment. For purposes of this Paragraph 54 and Paragraph 57 below, the term "employee" shall mean "a

full-time or part-time employee of the Office of the Attorney General who is employed or appointed in the Career Service, Select Exempt Service (SES), Senior Management Service (SMS) or Other Personal Services (OPS). The term ‘employee’ does not include third-parties, including personnel and staff employed by municipalities and other agencies, outside lawyers, private citizens and businesses.”

55. Defendants waive all rights to appeal or otherwise challenge or contest the validity of this Judgment.

56. Nothing herein relieves the Defendants of their continuing duty to comply with applicable laws of the State of Florida nor constitutes authorization by the Attorney General for the Defendants to engage in acts and practices prohibited by such laws.

57. Nothing herein prohibits Defendants from pursuing remedies, causes of action, claims for indemnity, and contribution against third parties, with the exception of the aforementioned Customers, the Attorney General and its employees.

58. Defendants expressly acknowledge that they have obtained or had the opportunity to obtain the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Judgment. Defendants have jointly participated with the Attorney General in the negotiation

of the terms articulated in this Judgment, read this Judgment, are aware of its terms and have voluntarily agreed to and signed this Judgment. Further, Defendants acknowledge that to the extent they have waived any rights or defenses (which Defendants maintain they have not unless explicitly expressed herein) by entry into this Judgment, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

59. Further, the Parties acknowledge that this Judgment constitutes the final, complete, and exclusive statement of the Parties' agreement on the matters contained in this Judgment, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this Judgment, the Parties have not made any promises, representations or warranties to each other, and neither party's decision to enter into this Judgment is based upon any statements by the other party outside of those reflected in this Judgment.

60. Defendants state that no promises of any kind or nature whatsoever, other than the written terms of this Judgment, were made to induce the Defendants into entering into this Judgment.

61. If any term of this Judgment is to any extent unenforceable, invalid, or illegal, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be

deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

62. This Judgment shall be governed by laws of the State of Florida.

63. Defendants and the Attorney General agree that any post-judgment deposition of Defendants that may be held shall be had in Lee County, Florida, unless the Parties agree otherwise.

64. This document is signed in anticipation of this Judgment being submitted to the Court for approval, without necessity of hearing, which is hereby WAIVED by all Parties. The signatures below indicate the Parties' consent and agreement to this Judgment.

65. This Judgment is continuing in nature and shall be binding on any and all successors or assigns of Defendants.

66. Pursuant to Section 60.08, Florida Statutes, the Attorney General is not required to post a bond to obtain permanent injunctive relief under Section 501.207, Florida Statutes.

67. The Parties intend this Consent Final Judgment to be a final and complete resolution of all disputes between Defendants and Plaintiff. Nothing contained herein may be taken as or deemed to be an admission or concession by Defendants of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or


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allegation made in the Florida AG Action, in any other action, or in any other past, present or future proceeding relating to the Florida AG Action; or (iv) any other matter of fact or law.

H. RETENTION OF JURISDICTION

68. IT IS FURTHER ORDERED that this Court retains jurisdiction of this case to enforce the terms of this Judgment and enter any further Orders as may be necessary to ensure compliance with this Judgment, including by issuing additional injunctive relief. Accordingly, this Court shall enter any further orders as may be necessary to ensure compliance with this Judgment, including civil and/or criminal contempt proceedings.

SIGNATURES ON FOLLOWING PAGES



Initials

LOUIS BRUNO, LLC

Agreed to and signed this 27 day of June, 2022, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I, Louis Bruno, hereby affirm that I am acting in my capacity and within my authority as a Managing Member of LOUIS BRUNO, LLC, and that by my signature I am binding LOUIS BRUNO, LLC to the terms and conditions of this Judgment.

By: 

LOUIS BRUNO, LLC

STATE OF FLORIDA)
COUNTY OF Palm Beach)

BEFORE ME, this 27 day of June, 2022, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared Louis Bruno, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.



NOTARY PUBLIC

Lisbeth Munoz

(Print, type or stamp commissioned name of Notary Public)



Personally known ____ or Produced
Identification L (check one)
Type of Identification Produced: DL

LOUIS BRUNO

Agreed to and signed this 27 day of June, 2022, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that my signature below binds me both personally and individually to the terms and conditions of this Judgment.



LOUIS BRUNO, Individually

STATE OF FLORIDA)
COUNTY OF Palm Beach)

BEFORE ME, this 27 day of June, 2022, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared LOUIS BRUNO, who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.



NOTARY PUBLIC

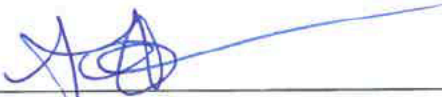
Lisbeth Munoz

(Print, type or stamp commissioned name of Notary Public)



Personally known ___ or Produced Identification L (check one)
Type of Identification Produced: DL

OFFICE OF THE ATTORNEY GENERAL

By: 

Sasha Funk Granai
Deputy Director
Consumer Protection Division
Office of the Attorney General
State of Florida
Department of Legal Affairs
1515 N. Flagler Dr., Suite 900
West Palm Beach, FL 33401

Dated: 6/30/2022

By: 

Victoria Butler
Director, Consumer Protection Division
Office of the Attorney General
State of Florida
Department of Legal Affairs
3507 Frontage Rd, Suite 325
Tampa, FL 32399

Dated: 6/30/22

ENTRY OF JUDGMENT

SO ORDERED. Approved and Entered in Chambers in Lee County, Florida
this ____ day of _____, 2022.

Judge Joseph C. Fuller, Circuit Judge