

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
- CIVIL DIVISION -**

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

PLAINTIFF,

v.

CASE NO.:

**WELLNESS PROGRAM SERVICES, LLC,
a Florida limited liability company d/b/a Trusii;
TRU FIT SOLUTIONS, LLC, an administratively
dissolved Florida limited liability company
d/b/a Trusii International; CHRISTOPHER
CHARLES KENNEDY, an individual; JEFFREY
TARADAY a/k/a/ JEFFREY WEINIR, an individual;
ISARA PALOMINO-GINESTA a/k/a ISARA
PALOMINO, a/k/a SARA GINESTA, an individual;
MARIANO PIOMPINO a/k/a MARIO PINO,
a/k/a MO PINO, a/k/a MIKE PINO, an individual,**

DEFENDANTS.

_____ /

**COMPLAINT FOR INJUNCTIVE RELIEF,
CIVIL MONETARY PENALTIES, AND OTHER EQUITABLE RELIEF**

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Plaintiff” or “Attorney General”) sues Defendants, Wellness Program Services, LLC, a Florida limited liability company d/b/a Trusii (“Trusii”); Tru Fit Solutions, LLC, d/b/a Trusii International an administratively dissolved Florida limited liability company (“Tru Fit”); Christopher Charles Kennedy, an individual (“Kennedy”); Jeffrey Taraday, a/k/a Jeffrey Weinir, an individual (“Taraday”); Isara Palomino a/k/a Isara Palomino Ginesta a/k/a Sara Ginesta, an individual (“Ginesta”); and Mariano Piompino a/k/a Mario Pino a/k/a Mo Pino a/k/a Mike Pino, an individual (“Piompino”) (collectively, the “Defendants”), and alleges as follows:

1. The Attorney General brings this enforcement action to, among other things, obtain permanent injunctive relief, consumer restitution, rescission, declaratory relief, and civil penalties for Defendants' acts or practices in violation of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes ("FDUTPA") and the Consumer Review Fairness Act of 2016, 15 U.S.C. § 45b ("CRFA"), in connection with Defendants' scheme described herein.

SUMMARY OF THE CASE

2. Since July, 2019, the Attorney General has become aware of at least 287 complaints from consumers in Florida and nationwide regarding Defendants' sale of molecular hydrogen water machines. Defendants entice consumers into purchasing the molecular hydrogen water machines by deceptively advertising that water from the machines provides "wide-ranging health benefits" for "over 170 diseases," including, but not limited to, COVID-19 and other viruses, diabetes, cancer, depression, skin disorders, lupus, and other chronic ailments.

3. Defendants further entice customers by promising reimbursements of the purchase price of water machines in the form of a monthly participation fee for those consumers who participate in a Trusii Case Study ("Case Study"). To join the Case Study, consumers execute a form contract with standardized terms without the consumer's meaningful opportunity to negotiate the contract. The study requires that consumers answer regular questionnaires, provide Trusii with consistent, positive feedback, and post positive social media testimonials. Consumers are told that if they fail to complete their responsibilities under the Case Study, they will be removed from it and not receive any benefits. Many consumers who submitted complaints to the Attorney General about the machines participated in the Case Study.

4. Consumers purchase the water machines via the website, Trusii.com. Consumers may purchase the water machines outright or finance the purchase through a finance company

selected by Defendants. Regardless of the consumer's method of payment for the water machines, Defendants receive the consumers' funds, but either fail to deliver the water machines promptly to consumers or do not deliver them at all.

5. Defendants advertise that the water machines come with a 30-day money-back guaranty, and a three-year unconditional repair or replacement warranty. Consumers complain that the water machines do not produce water with the advertised molecular hydrogen levels and frequently develop mold, rendering the machines useless. However, when the machines develop mold, fail to produce the advertised water quality, or otherwise fail to operate, Defendants do not honor the 30-day money-back guaranty or three-year warranty.

6. Defendants do not pay or seldom pay consumers the monthly Case Study participation fees and have, on occasion, sent worthless checks to consumers. Defendants cease communicating with consumers or falsely claim that consumers did not complete the Case Study requirements.

7. Defendants convert consumers' money to their own use by using the money from the sales of water machines for their own personal expenses, including credit card payments, residential leases, trips, and exotic cars.

8. In perpetrating their scheme, Defendants violated FDUTPA and the CRFA, demonstrating a pattern of unfair and deceptive conduct, by among other things: (1) requiring consumers to sign a form contract which restricts individual consumer's ability to honestly review Defendants' products, services, or conduct, and punishes the consumer for failing to abide by the terms of the contract; (2) misrepresenting the efficacy and benefits of molecular hydrogen water machines; (3) receiving payment from consumers for the machines, but delivering the machines late or not at all; (4) promising consumers a participation fee that

would reimburse the purchase price of the water machines if the consumers participated in a Case Study, but failing to pay the participation fee despite consumers' compliance with Case Study requirements; (5) failing to honor the 30-day money-back guaranty and three-year repair and replacement warranties for defective or broken water machines; (6) collecting payments for services and products for which the Defendants promised the consumer would achieve certain health and financial benefits, which the consumer did not receive or achieve; and (7) conversion of consumers' money to their own use for their own personal expenses.

9. Accordingly, pursuant to FDUTPA and the CRFA, the Attorney General brings this action to enjoin Defendants' unlawful acts and practices, and to enjoin them from engaging in any activity related to the marketing and sales of water machines, as set forth below. In addition, Plaintiff seeks civil monetary penalties for each violation of FDUTPA and the CRFA as well as remedial ancillary relief, including, but not limited to, restitution, disgorgement, rescission, pre-and post-judgment interest, and such other relief as the Court may deem necessary and appropriate.

10. Unless restrained and enjoined by the Court, Defendants are likely to continue engaging in the acts and practices alleged in this Complaint or in similar acts and practices, and funds they have obtained fraudulently may be misappropriated or otherwise dissipated.

JURISDICTION AND VENUE

11. This action is brought pursuant to sections 501.207(1)(b) and 501.207(3), Florida Statutes. This Court has jurisdiction pursuant to FDUTPA and section 26.012, Florida Statutes.

12. Defendants, at all times material to this Complaint, whether acting alone or in concert with others, solicited consumers within the definition of section 501.203(7), Florida

Statutes, and engaged in trade or commerce as defined by section 501.203(8), Florida Statutes.

13. The Attorney General is the enforcing authority of FDUTPA and is authorized to bring this action and to seek injunctive relief and other equitable and statutory relief, including restitution, disgorgement, and civil penalties. § 501.203(2), Fla. Stat.

14. Venue is proper in the Seventeenth Judicial Circuit as Defendants, during the pertinent period alleged in this Complaint, maintained a place of business in Broward County, Florida. Further, the statutory violations alleged herein affected or occurred in more than one judicial circuit in the State of Florida.

15. All conditions precedent to the filing of this action have occurred.

THE PLAINTIFF

16. The Attorney General is an enforcing authority of FDUTPA and is authorized to bring this action and to seek injunctive relief and other equitable and statutory relief, including restitution, disgorgement, and civil penalties. § 501.203(2), Fla. Stat.

17. The Attorney General conducted an investigation and determined that an enforcement action serves the public interest. § 501.207(2), Fla. Stat.

THE DEFENDANTS

18. Trusii was organized under the laws of Florida on October 10, 2008, and has maintained its principal place of business in Broward County, Florida since its reinstatement on January 27, 2016. The current principal address for Trusii is 1994 East Sunrise Boulevard, Building 185, Fort Lauderdale, Florida, 33304. Defendant Wellness Program Services, LLC is the owner of the fictitious name “Trusii.”

19. Tru Fit Solutions, LLC was organized under the laws of Florida on August 24, 2010, and maintained a principal place of business in Broward County, Florida between its

reinstatement on November 20, 2014 and April 7, 2015. Tru Fit was administratively dissolved by the Florida Secretary of State on September 23, 2016. The principal address for Tru Fit during the relevant time period was 18331 Pines Boulevard, Building 125, Pembroke Pines, Florida 33029. Defendant Tru Fit is the owner of the fictitious name “Trusii International.”

20. Kennedy resides in Broward County, Florida, is not in the military and is otherwise *sui juris*.

21. Currently and at all material times, acting alone or in concert with others, Kennedy (i) held himself out to the public as the “CEO” of Trusii; (ii) directly participated in, managed, operated and controlled the day-to-day operations of Trusii and Tru Fit; and (iii) held a direct or indirect interest in Trusii and Tru Fit. Among other things, Kennedy communicated with consumers and made false promises to rectify consumers’ complaints about the water machines.

22. Kennedy possessed actual or constructive knowledge of all unfair and deceptive acts and practices complained of in this Complaint, and directly participated in and directed the unfair and deceptive acts and practices complained of herein.

23. Taraday resides in Los Angeles County, California, is not in the military and is otherwise *sui juris*.

24. At all material times, acting alone or in concert with others, Taraday (i) was a manager of Trusii; (ii) has owned, managed, or controlled the day-to-day operations of Trusii and Tru Fit; and (iii) held a direct or indirect interest in Trusii and Tru Fit. Specifically, Taraday regularly communicated with consumers, reviewed and responded to consumer complaints, and created promotional content for Trusii.

25. Taraday possessed actual or constructive knowledge of all unfair and deceptive acts and practices complained of in this Complaint, and directly participated in and directed the unfair and deceptive acts and practices complained of herein.

26. Ginesta resides in Broward County, Florida, is not in the military and is otherwise *sui juris*.

27. At all material times, Ginesta is and was a member and the Registered Agent of Trusii. Ginesta filed Trusii's reinstatement paperwork with the Florida Secretary of State on January 27, 2016, and listed its principal place of business as 18331 Pines Boulevard, Building 125, Pembroke Pines, Florida 33029. Ginesta registered the "Trusii" fictitious name on behalf of Wellness Program Services, LLC, on January 29, 2016. Ginesta registered the "Trusii International" fictitious name on behalf of Tru Fit on December 16, 2014, and filed Tru Fit's reinstatement paperwork with the Florida Secretary of State on November 20, 2014.

28. Ginesta opened numerous payment processing and bank accounts for Trusii, Tru Fit, and Trusii International, and identified herself as a member and manager of Trusii, Tru Fit, and Trusii International when she opened the accounts. Ginesta is the sole signatory to many of the Trusii bank accounts. Ginesta maintains control over distribution of Defendants' funds. Ginesta signs most or all of the checks written to consumers for the Case Study.

29. At all material times, acting alone or in concert with others, Ginesta (i) was a manager of Trusii and Trusii International; (ii) has owned, managed, or controlled the day-to-day operations of Trusii, Trusii International, and Tru Fit; and (iii) held a direct or indirect interest in Trusii and Tru Fit.

30. Ginesta possessed actual or constructive knowledge of, and directly participated in, all unfair and deceptive acts and practices described herein.

31. Piompino resides in Broward County, Florida, is not in the military and is otherwise *sui juris*.

32. On January 26, 2014, Piompino registered various internet domain names on behalf of Trusii, Tru Fit and Trusii International, including Trusii.com. Upon information and belief, Piompino managed and controlled the day-to-day operations of Trusii and the online sales platforms for Trusii, Trusii International, and Tru Fit. Piompino is the registered user and administrator for Trusii, Trusii International, and Tru Fit.

33. At all material times, acting alone or in concert with others, Piompino (i) owned, managed, or controlled the day-to-day operations of Trusii, Trusii International, and Tru Fit; and (ii) held a direct or indirect interest in Trusii, Trusii International, and Tru Fit.

34. Piompino possessed actual or constructive knowledge of all unfair and deceptive acts and practices complained of in this Complaint, and directly participated in and directed the unfair and deceptive acts and practices complained of herein.

35. At all times material, Defendants engaged in “trade or commerce” as defined in section 501.203(8), Florida Statutes, when Defendants marketed and sold molecular hydrogen water machines to consumers in Florida and nationwide and enticed consumers of the machines to participate in the Case Study.

DEFENDANTS’ DECEPTIVE AND UNFAIR BUSINESS ACTIVITIES

36. Since at least February 2015, Defendants engaged in the business of marketing and selling molecular hydrogen water machines to consumers in Florida and nationwide via their web site Trusii.com, telemarketing, health fairs, and other marketing methods. Since July, 2019, Plaintiff has received over 287 complaints from consumers in Florida and nationwide regarding Defendants’ deceptive and unfair business activities.

37. Defendants describe their molecular hydrogen system as a “revolution in health, anti-aging, and performance.”

38. Defendants sell two molecular hydrogen water machines: the “H2ProElite System¹” and the “H2EliteX System.²” According to Trusii.com, both machines include a thirty-day moneyback guarantee and a three-year unconditional repair or replacement warranty.

39. Defendants advertise that the H2ProElite System produces an average molecular hydrogen water content of 3.5 parts per million (ppm) to 6.0 ppm and the H2EliteX System produces an average molecular hydrogen water content of 4.5 ppm to 8.5 ppm. However, the manufacturer, Hygen Tech Solutions, advertises that the machines produce an average molecular hydrogen content of 3 to 4 ppm.

40. The Trusii.com website and research pages claim that water from the Trusii molecular hydrogen water machines provides “wide-ranging health benefits” for “over 170 diseases” including, but not limited to, viruses, diabetes, cancer, brain injuries, depression, skin disorders, lupus, and other chronic ailments. Recently, a Facebook page headlined Trusii as a “New, Simple, and Effective Way to Defeat Viruses” underneath a photo of the COVID-19 Virus.

41. Defendants offer consumers the opportunity to receive a rebate, in the form of a monthly participation fee, of some or all of the purchase price of the water machines by submitting a health questionnaire for approval and agreeing to be part of a Case Study. To join the Case Study, consumers are required to sign a form contract titled H2 Case Study Information & Marketing

¹ The H2ProElite System was listed at \$6,720 per unit but is currently (as of what date?) on sale for \$3,450.

² The H2EliteX System was listed at \$9,770 per unit but is currently (date) on sale for \$4,950.

Program Participation Agreement (“Participant Agreement”). A true and correct copy of a Participant Agreement is attached as Exhibit “1.”

42. Most of the consumers that filed complaints with the Attorney General regarding Defendants’ water machines signed up for the Case Study and executed a Participant Agreement.

43. The Participant Agreement is imposed on the consumer without a meaningful opportunity for the consumer to negotiate its terms. The Participant Agreement requires consumers, among other things, to:

- a. complete a baseline health history;
- b. like or follow at least three of Trusii’s social media accounts;
- c. post photographs of the water machines “with a caption about how excited they are to get started”;
- d. leave a positive review of the water system on the Trusii.com product page after 30 days;
- e. complete a progress questionnaire every month within five days of receipt of the questionnaire;
- f. post a photo and/or video on their own social media accounts expressing the “benefits experienced” since using the water machines, at least once a month;
- g. leave a message on an 800 telephone number and deliver a brief testimonial about the consumer’s progress and benefits of using the water machines; and
- h. conduct a recorded interview with a Case Study representative, if requested.

44. The Participation Agreement further provides that if a consumer fails to complete the questionnaires, interviews, social media posts, voice messages, or reviews each month “they will be removed” from the Case Study, without any further obligation from Trusii. Ex. 1., p. 4.

45. Defendants generally, but not always, pay one or two participation fees to consumers for the Case Study, then cease making payments altogether. Some consumers have not received any participation fees at all. When consumers question Defendants regarding their failure to pay the participation fees, Defendants assert that the consumers have failed to comply with the terms of the Participation Agreement and that they are therefore not entitled to payment, or that their checks are in the mail but the checks never arrive.

46. On occasion, Defendants sent participation fees to consumers via worthless checks, or checks written on closed accounts.

47. Consumers may purchase the water machines through a finance company selected by Defendants. Consumers who finance their purchase take out a loan from finance companies such as Greensky, Aqua Finance, United Consumer Financial Services, or United Midwest Savings at high rates of interest. Consumers may also pay for the machines without using the finance company.

48. Defendants receive consumers' funds from each consumer's purchase of water machines, regardless of whether the consumer finances the purchase or purchases it outright.

49. Even though Defendants receive funds for the water machines, many consumers report that Defendants did not deliver the water machines until months after the purchase, and months after they had started making loan payments.

50. The water machines are often defective when delivered and/or develop mold shortly after purchase.

51. If a defective water machine is delivered, or if a water machine is delivered months after purchase and the consumer no longer wants it, Defendants do not honor the 30-day money-back guaranty. Instead, Defendants advise consumers that the 30-day guaranty began to run on the

date a consumer purchased the water machines rather than on the delivery date, often months after the purchase date.

52. Defendants do not honor the three-year unconditional repair or replacement warranty, advising consumers that the machines require specialized service consultants for repair work but never providing the service, repair, or replacement and never sending a service consultant to repair a defective machine.

53. Consumers report that Defendants are consistently difficult to contact, do not respond to emails, do not answer their telephones, and do not return voice mail messages. This is particularly so when consumers have not received participation checks, or have faulty water machines that need service.

54. Defendants convert consumers' money to their own use for their own personal expenses.

THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

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

56. Section 501.203(8), Florida Statutes, defines “[t]rade or commerce” as: the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. “Trade or commerce” shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.

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

58. Section 501.203(3), Florida Statutes, establishes that a violation of (a) any rules promulgated pursuant to FTC Act, 15 U.S.C. ss. 41 et seq.; (b) the standards of unfairness and deception set forth and interpreted by the FTC or the federal courts; or (c) any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices, is a per se violation of FDUTPA and is subject to the penalties and remedies provided for such violations.

59. A person that willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of Ten Thousand Dollars (\$10,000.00) for each such violation, pursuant to section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000.00) for each violation victimizing a senior citizen or person who has a disability. 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 CONSUMER REVIEW FAIRNESS ACT OF 2016

60. In 2016, Congress passed CRFA, P.L. 114-258, 15 U.S.C. § 45b.

61. Congress empowered the Federal Trade Commission (“FTC”) and the States to enforce the CRFA with respect to contracts in effect on or after December 14, 2017. 15 U.S.C. §§ 45b(d)(2)(A), 45b(e)(1).

62. The CRFA provides, in pertinent part:

(a) DEFINITIONS

...

(2) COVERED COMMUNICATION

The term “covered communication” means a written, oral, or pictorial review, performance assessment of, or other similar analysis of, including by electronic means, the goods, services, or conduct of a person by an individual who is party to a form contract with respect to which such person is also a party.

(3) FORM CONTRACT

(A) In general except as provided in subparagraph (B), the term “form contract” means a contract with standardized terms—

- (i) used by a person in the course of selling or leasing the person’s goods or services; and
- (ii) imposed on an individual without a meaningful opportunity for such individual to negotiate the standardized terms.

...

(4) PICTORIAL

The term “pictorial” includes pictures, photographs, video, illustrations, and symbols.

(b) INVALIDITY OF CONTRACTS THAT IMPEDE CONSUMER REVIEWS

(1) IN GENERAL. Except as provided in paragraphs (2) and (3), a provision of a form contract is void from the inception of such contract if such provision

(A) prohibits or restricts the ability of an individual who is a party to the form contract to engage in a covered communication;

(B) imposes a penalty or fee against an individual who is a party to the form contract for engaging in a covered communication; or

...

15 U.S.C. § 45b(a).

...

(c) PROHIBITION

It shall be unlawful for a person to offer a form contract containing a provision described as void in subsection (b).

15 U.S.C. § 45b(c).

63. The CRFA renders void form contracts from the inception if such contracts prohibits or restricts an individual’s ability to engage in a covered communication. 15 U.S.C. § 45b(b)(1)(A).

64. The CRFA also renders void and prohibits a contract that imposes a penalty or fee against an individual who is a party to the form contract for engaging in a covered communication.

15 U.S.C. § 45b(b)(1)(B).

65. A violation of the CRFA, 15 U.S.C. § 45b(c), shall be treated as a violation of a rule defining an unfair or deceptive act or practice prescribed under Section 18(a)(1)(B) of the FTC Act, 15 U.S.C. § 57a(a)(1)(B). 15 U.S.C. § 45b(c)

66. Pursuant to section 2(d)(2)(B) of the CRFA, a person who violates the CRFA is subject to penalties as provided in the Federal Trade Commission Act, 15 U.S.C. §§ 41, et seq.

COUNT I
Violation of FDUTPA
(Trusii and Tru Fit)

67. Plaintiff adopts, incorporates and re-alleges paragraphs 1 through 19 and 35 through 66 as if fully set forth herein.

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

69. As set forth above, Trusii and Tru Fit engaged and continue to engage in deceptive, unconscionable and unfair practices by knowingly, deceptively and falsely: (1) requiring consumers to sign a form contract which restricts individual consumer’s ability to honestly review Defendants’ products, services, or conduct, and punishes the consumer for failing to abide by the terms of the contract; (2) misrepresenting the efficacy and benefits of molecular hydrogen water machines; (3) receiving payment from consumers for the machines, but delivering the machines late or not at all; (4) promising consumers a participation fee that would reimburse the purchase price of the water machines if the consumer participates in a Case Study, but failing to pay the participation fee despite consumers’ compliance with the Case Study; (5) failing to honor the 30-day money-back guaranty and three-year repair and replacement warranties for defective or broken water machines; (6) collecting payments for services and products for which the Defendants

promised the consumer would achieve certain health and financial benefits, which the consumer did not receive or achieve; and (7) conversion of consumers' money to their own use for their own personal expenses.

70. Through the actions and related business practices set forth in this Complaint, Trusii and Tru Fit are engaging in misrepresentations, acts, practices or omissions that are material, and that are likely to mislead consumers, some of whom are senior citizens or persons with a disability acting reasonably under the circumstances.

71. Through the actions and related business practices set forth in this Complaint, Trusii and Tru Fit are committing unfair and deceptive acts or practices in trade or commerce that offend established public policy to consumers.

72. Through the actions and related business practices set forth in this Complaint, Trusii and Tru Fit are engaging in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable by the consumers themselves and is not outweighed by countervailing benefits to consumers or competition.

73. Trusii and Tru Fit engaged and are engaging in unfair or deceptive or unconscionable acts or practices in the conduct of any trade or commerce in violation of section 501.204(1), Florida Statutes.

74. Trusii and Tru Fit should be 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.

75. Trusii and Tru Fit willfully engaged in and continue to engage in deceptive and unfair acts and practices in that Trusii and Tru Fit knew or should have known that the methods,

acts or practices alleged herein were and are unfair, deceptive, unconscionable and prohibited by law.

76. Numerous consumers within the State of Florida and elsewhere have been injured by the acts and practices of Trusii and Tru Fit alleged herein, which would likely continue to injure and prejudice the consuming public.

77. These above-described acts and practices of Trusii and Tru Fit have caused substantial economic injury to the public.

78. Unless Trusii and Tru Fit are temporarily and permanently enjoined from engaging further in the acts and practices complained of herein, Trusii and Tru Fit's actions will continue to result in irreparable injury to the public for which there is no adequate remedy at law.

79. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of FDUTPA and the CRFA. In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

COUNT II
Violation of FDUTPA
(Kennedy, Taraday, Ginesta, and Piompino)

80. Plaintiff adopts, incorporates and re-alleges paragraphs 1 through 17 and 20 through 66 as if fully set forth herein.

81. Section 501.203(3)(c) of FDUTPA establishes that a violation of "any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices" is a violation of FDUTPA.

82. As set forth above, Kennedy, Taraday, Ginesta, and Piompino engaged and continue to engage in deceptive, unconscionable and unfair practices by knowingly, deceptively and falsely (1) requiring consumers to sign a form contract which restricts individual consumer's ability to honestly review Defendants' products, services, or conduct, and punishes the consumer for failing to abide by the terms of the contract; (2) misrepresenting the efficacy and benefits of molecular hydrogen water machines; (3) receiving payment from consumers for the machines, but delivering the machines late or not at all; (4) promising consumers a participation fee that would reimburse the purchase price of the water machines if the consumers participated in a Case Study, but failing to pay the participation fee despite consumers' compliance with the Case Study; (5) failing to honor the 30-day money-back guaranty and three-year repair and replacement warranties for defective or broken water machines; (6) collecting payments for services and products for which the Defendants promised the consumer would achieve certain health and financial benefits, which the consumer did not receive or achieve; and (7) conversion of consumers' money to their own use for their own personal expenses.

83. Through the actions and related business practices set forth in this Complaint, Kennedy, Taraday, Ginesta, and Piompino engaged in and are engaging in representations, acts, practices or omissions that are material, and that are likely to mislead consumers, some of whom are senior citizens and veterans, acting reasonably under the circumstances.

84. Through the actions and related business practices set forth in this Complaint, Kennedy, Taraday, Ginesta, and Piompino are committing acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

85. Through the actions and related business practices set forth in this Complaint, Kennedy, Taraday, Ginesta, and Piompino are engaging in acts or practices that are likely to cause substantial injury to consumers. This substantial injury is not reasonably avoidable by the consumers themselves and is not outweighed by countervailing benefits to consumers or competition.

86. Kennedy, Taraday, Ginesta, and Piompino engaged and are engaging in unfair or deceptive or unconscionable acts or practices in the conduct of any trade or commerce in violation of section 501.204(1), Florida Statutes.

87. Kennedy, Taraday, Ginesta, and Piompino should be 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.

88. Kennedy, Taraday, Ginesta, and Piompino willfully engaged in and continue to engage in deceptive and unfair acts and practices in that Kennedy, Taraday, Ginesta, and Piompino knew or should have known that the methods, acts or practices alleged herein were and are unfair, deceptive, unconscionable and prohibited by law.

89. These above-described acts and practices of Kennedy, Taraday, Ginesta, and Piompino have caused substantial economic injury to the public.

90. Unless Kennedy, Taraday, Ginesta, and Piompino are temporarily and permanently enjoined from engaging further in the acts and practices complained of herein, Kennedy, Taraday, Ginesta, and Piompino's actions will continue to result in irreparable injury to the public for which there is no adequate remedy at law.

91. Consumers have suffered and will continue to suffer substantial injury as a result of Defendants' violations of FDUTPA and the CRFA. In addition, Defendants have been unjustly enriched as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

COUNT III
VIOLATIONS OF CRFA CONSTITUTING *PER SE* VIOLATIONS OF FDUTPA
(All Defendants)

92. Plaintiff adopts, incorporates and re-alleges paragraphs 1 through 66 as if fully set forth herein.

93. Defendants offered, in the course of selling molecular hydrogen water machines to consumers in Florida and nationwide, "form contracts," specifically the Participant Agreement (Ex. 1). The Participant Agreement is imposed on consumers without a meaningful opportunity for those consumers to negotiate the standardized terms, in violation of the CRFA, 15 U.S.C. § 45b(b)(1)(A).

94. The Participant Agreement contains provisions that bar or limit the ability of consumers who purchase Defendants' water machines from engaging in unrestricted reviews, performance assessments, and similar analyses of Defendants' goods, services, or conduct, by requiring a certain number of "positive" reviews on specific social media sites by a certain date, in violation of 15 U.S.C. § 45(b)(1)(A).

95. The Participant Agreement punishes the consumer because a consumer's failure to "complete the questionnaires, interviews, social media posts, voice messages, or reviews . . . will result in their removal from the Case Study," and result in the loss of the payment of the participation fee, in violation of 15 U.S.C. § 45(b)(1)(B).

96. Defendants' acts and practices, as described above, violate the CRFA, which constitutes per se violations of FDUTPA, and subjects Defendants to the penalties and remedies provided for such violations under FDUTPA.

97. Defendants have violated and will continue to violate FDUTPA, by offering form contracts that limit the consumer from engaging in unrestricted reviews, performance assessments, and similar analyses of Defendants' goods, services, or conduct, by requiring a certain number of "positive" reviews on specific social media sites by a certain date, in violation of 15 U.S.C. § 45(b)(1)(A).

98. Defendants have violated and will continue to violate FDUTPA, by offering form contracts that punishes the consumer because a consumer's failure to "complete the questionnaires, interviews, social media posts, voice messages, or reviews . . . will result in their removal from the Case Study," and result in the loss of the payment of the participation fee, in violation of 15 U.S.C. § 45(b)(1)(B).

99. The above-described acts and practices by Defendants have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, the continued activities of Defendants will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

COUNT IV
DECLARATORY JUDGMENT
(All Defendants)

100. Plaintiff adopts, incorporates and re-alleges paragraphs 1 through 66 as if fully set forth herein.

101. The CRFA renders void, and prohibits the offering of, provisions in form contracts that restrict individual consumer's ability to communicate reviews, performance assessments, and similar analyses about a seller's products, services, or conduct. 15 U.S.C. § 45b(b)(1)(A).

102. The CRFA also renders void and prohibits a contract that imposes a penalty or fee against an individual who is a party to the form contract for engaging in a protected communication. 15 U.S.C. § 45b(b)(1)(B).

103. Because of the foregoing described facts, an actual, present and justiciable controversy exists between Plaintiff and Defendants as to whether Trusii's contracts with consumers are void.

PRAYER FOR RELIEF

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

A. Award final judgment against Defendants, jointly and severally, ordering equitable relief in the form including, but not limited to, financial relief, full reimbursement or 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 501.277, Florida Statutes;

C. Declare that Trusii's Participation Agreements with consumers are void;

C. 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 engaging in the acts and practices in violation of provisions of FDUTPA and the CRFA as specifically alleged above and any similar acts and unfair business practices regarding consumers;

D. Award the Attorney General reasonable attorney's fees and costs pursuant to the provisions of section 501.2105, 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 equitable relief allowed pursuant to section 501.207(3), Florida Statutes.

Dated this 2nd day of August 2021.

Respectfully submitted,
ASHLEY MOODY
ATTORNEY GENERAL

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