

**IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR MARION COUNTY, FLORIDA
CIVIL DIVISION**

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

Plaintiff,

v.

No.:

GOOD NEIGHBOR LANDSCAPE INC,
a Florida Profit Corporation, also known as GOOD
NEIGHBOR SERVICES;

GOOD NEIGHBOR SERVICE MANAGEMENT INC,
a Florida Profit Corporation, also known as GOOD
NEIGHBOR SERVICES;

SERVICE SMART INC.,
a Florida Profit Corporation;

SERVICE SMART MANAGEMENT INC,
a Florida Profit Corporation, formerly known as
ONCE A YEAR TERMITE & PEST CONTROL, INC.;

AARON PAUL GAINES, individually and as owner or
manager of GOOD NEIGHBOR LANDSCAPE INC,
GOOD NEIGHBOR SERVICE MANAGEMENT INC,
SERVICE SMART INC., and SERVICE SMART
MANAGEMENT INC;

KENNETH WAYNE SMITH, individually and as
owner and manager of GOOD NEIGHBOR
LANDSCAPE INC, GOOD NEIGHBOR SERVICE
MANAGEMENT INC, SERVICE SMART INC., and
SERVICE SMART MANAGEMENT INC; and,

ROY GRAHAM BLACKBURN, individually
and as owner or manager of GOOD NEIGHBOR
LANDSCAPE INC, GOOD NEIGHBOR SERVICE
MANAGEMENT INC, SERVICE SMART INC., and
SERVICE SMART MANAGEMENT INC,

Defendants.

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

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (hereinafter referred to as “Attorney General”), brings this action under the Florida Deceptive and Unfair Trade Practices Act (hereinafter referred to as the “FDUTPA”), Chapter 501, Part II, Florida Statutes (2021), against Defendants GOOD NEIGHBOR LANDSCAPE INC, a Florida Profit Corporation, also known as GOOD NEIGHBOR SERVICES (hereinafter referred to as “Good Neighbor Landscape”); GOOD NEIGHBOR SERVICE MANAGEMENT INC, a Florida Profit Corporation, also known as GOOD NEIGHBOR SERVICES (hereinafter referred to as “Good Neighbor Service Management”); SERVICE SMART INC., a Florida Profit Corporation (hereinafter referred to as “Service Smart”); SERVICE SMART MANAGEMENT INC, a Florida Profit Corporation, formerly known as ONCE A YEAR TERMITE & PEST CONTROL, INC. (hereinafter referred to as “Service Smart Management”); (hereinafter all collectively referred to as “Corporate Defendants”); AARON PAUL GAINES, individually and as owner or manager of Good Neighbor Landscape, Good Neighbor Service Management, Service Smart, and Service Smart Management (hereinafter referred to as “Aaron Gaines” or “Mr. Gaines”); KENNETH WAYNE SMITH, individually and as owner and manager of Good Neighbor Landscape, Good Neighbor Service Management, Service Smart, and Service Smart Management (hereinafter referred to as “Kenneth Smith” or “Mr. Smith”); and ROY GRAHAM BLACKBURN, individually and as owner or manager of Good Neighbor Landscape, Good Neighbor Service Management, Service Smart, and Service Smart Management (hereinafter referred to as “Roy Blackburn” or “Mr. Blackburn”) (and all collectively referred to herein as “Defendants”), and further alleges:

JURISDICTION AND VENUE

1. This is an action pursuant to the FDUTPA to obtain preliminary and permanent injunctive relief, restitution, reimbursement, disgorgement of ill-gotten monies, civil penalties, attorney's fees and costs, and other equitable relief for Defendants' acts or practices in violation of the FDUTPA.

2. The Court has subject matter jurisdiction pursuant to the provisions of the FDUTPA, as well as Section 26.012, Florida Statutes. The Attorney General seeks relief in an amount greater than Thirty Thousand Dollars (\$30,000.00), exclusive of interest, costs, and attorney's fees.

3. Defendants conducted business and received monies from consumers in Lake, Marion, and Sumter Counties; the principal place of business for Defendants is in Marion County, Florida; and, the statutory violations alleged herein occurred in Lake, Marion, and Sumter Counties. Therefore, venue is proper in the Fifth Judicial Circuit, in and for Marion, Sumter, Citrus, Hernando, and Lake Counties, Florida, pursuant to Sections 47.051 and 47.011, Florida Statutes.

4. At all times material to this Complaint, Defendants solicited, offered services, or contracted with "consumer(s)" as defined in Section 501.203(7), Florida Statutes.

5. At all times material to this Complaint, Defendants offered or provided goods or services and engaged in "trade or commerce" as defined in Section 501.203(8), Florida Statutes.

6. Pursuant to Section 501.207(5), Florida Statutes, the acts, practices, occurrences, transactions, and statutory violations upon which this Complaint is based occurred within four (4) years of the filing of this Complaint, or within two (2) years of the last payment in a transaction involved in a violation of the FDUTPA, whichever is later.

THE PARTIES

7. The Attorney General is an “enforcing authority” under the FDUTPA and is authorized to bring this action and seek injunctive and other statutory relief pursuant to Sections 501.203(2), 501.204, 501.207, 501.2075, 501.2077, and 501.2105, Florida Statutes.

8. Pursuant to Section 501.207(2), Florida Statutes, the Attorney General conducted an investigation of the matters alleged herein and determined that this enforcement action against Defendants serves the public interest.

Good Neighbor Landscape

9. Defendant Good Neighbor Landscape was a Florida corporation that conducted business in Florida. Good Neighbor Landscape was registered with the Florida Department of State as an active corporation with a principal address of 1171 SW 26th Street, Ocala, Marion County, Florida 34471 until September 25, 2020.

10. Good Neighbor Landscape was administratively dissolved by the Florida Department of State on September 25, 2020 for failing to file its annual report, but Good Neighbor Landscape continued operating after such administrative dissolution.

11. Aaron Gaines is the registered agent of Good Neighbor Landscape and Kenneth Smith is the president of Good Neighbor Landscape.

12. Good Neighbor Landscape, together with all other Defendants, comprise a common enterprise which operates under many affiliated, fictitious, or other business names, including a potentially new name of Good Neighbor Landscaping L.L.C., or other names which may not have been identified at the time of this filing (hereinafter referred to as the “Service Smart Enterprise”).

Good Neighbor Service Management

13. Defendant Good Neighbor Service Management was a Florida corporation that conducted business in Florida.

14. Good Neighbor Service Management was registered with the Florida Department of State as an active corporation with a principal address of 1171 SW 26th Street, Ocala, Marion County, Florida 34471 until September 25, 2020.

15. Good Neighbor Service Management was administratively dissolved by the Florida Department of State on September 25, 2020 for failing to file its annual report, but Good Neighbor Service Management continued operating after such administrative dissolution.

16. Aaron Gaines is the registered agent of Good Neighbor Service Management and Kenneth Smith is the president of Good Neighbor Service Management.

17. Good Neighbor Service Management is part of the Service Smart Enterprise.

Service Smart

18. Defendant Service Smart was a Florida corporation that conducted business in Florida.

19. Service Smart was registered with the Florida Department of State as an active corporation with a principal address of 530 NW 1st Avenue, Ocala, Marion County, Florida 34475 until September 22, 2017.

20. Service Smart was administratively dissolved by the Florida Department of State on September 22, 2017 for failing to file its annual report, but Service Smart continued operating after such administrative dissolution.

21. Kenneth Smith is the registered agent and president of Service Smart.

22. Service Smart is part of the Service Smart Enterprise.

Service Smart Management

23. Defendant Service Smart Management was a Florida corporation that conducted business in Florida.

24. Service Smart Management was registered with the Florida Department of State as an active corporation with a principal address of 530 NW 1st Avenue, Ocala, Marion County, Florida 34475 until September 27, 2019.

25. Based on documents Kenneth Smith filed with the Florida Department of State in 2013, Service Smart Management was formerly known as Once A Year Termite & Pest Control, Inc.

26. Service Smart Management was administratively dissolved by the Florida Department of State on September 27, 2019 for failing to file its annual report, but upon information and belief, Service Smart Management continued operating after such administrative dissolution.

27. Kenneth Smith is the registered agent and president of Service Smart Management.

28. Service Smart Management is part of the Service Smart Enterprise.

Aaron Gaines

29. Defendant Aaron Gaines is an individual who resides at 1171 SW 26th Street, Ocala, Marion County, Florida 34471, is above the age of 18 years old, and upon information and belief, is not on active duty with the United States military.

30. Mr. Gaines is the registered agent of Good Neighbor Landscape and Good Neighbor Service Management.

31. Aaron Gaines is or was an owner and manager of the Service Smart Enterprise, directly participated in acts and practices of the Service Smart Enterprise, or had the ability to control the acts or practices of the Service Smart Enterprise during the timeframe relevant to this Complaint.

32. In connection with the matters alleged herein, Aaron Gaines transacts or has transacted business in Florida.

Kenneth Smith

33. Defendant Kenneth Smith is an individual who resides at 3819 SE 3rd Street, Ocala, Marion County, Florida 34471, is above the age of 18 years old, and upon information and belief, is not on active duty with the United States military.

34. Mr. Smith is the president or director and registered agent of Service Smart Management and Service Smart, and the president of Good Neighbor Service Management and Good Neighbor Landscape.

35. Kenneth Smith is also the owner or a manager of the Service Smart Enterprise, directly participated in acts and practices of the Service Smart Enterprise, or had the ability to control the acts or practices of the Service Smart Enterprise during the timeframe relevant to this Complaint.

36. In connection with the matters alleged herein, Kenneth Smith transacts or has transacted business in Florida.

Roy Blackburn

37. Defendant Roy Blackburn is an individual who resides at 1605 NE 47th Avenue, Ocala, Marion County, Florida 34470, is above the age of 18 years old, and upon information and belief, is not on active duty with the United States military.

38. Roy Blackburn is or was a manager or owner of the Service Smart Enterprise, directly participated in acts and practices of the Service Smart Enterprise, or had the ability to control the acts or practices of the Service Smart Enterprise during the timeframe relevant to this Complaint.

39. In connection with the matters alleged herein, Roy Blackburn transacts or has transacted business in Florida.

DEFENDANTS' BUSINESS PRACTICES

40. Defendants engaged, and continue to engage in a course of conduct to solicit, offer to provide, sell, provide, or arrange for others to provide landscaping and pest control services to consumers throughout Florida, primarily in The Villages, but routinely fail to deliver on their promised services.

41. Since at least July 30, 2017 through the present, Defendants have been soliciting elderly consumers residing in the 55+ retirement community of The Villages, Florida via unpermitted door-to-door home solicitation sales, offering a variety of landscaping and pest control services.

42. Defendants utilize sales flyers which describe the following five ongoing landscaping and pest control services: 1) lawn program, 2) shrub program, 3) bed weeding program, 4) mowing services, and 5) pest control program, as well as large landscaping projects or services Defendants offer to consumers.

43. Defendants' lawn program includes fertilization, insect treatment for chinch bugs, ants, grubs, mole, crickets, spittle bugs, etc., and weed treatments during every visit, which can include the application of various insecticides, fungicides, or other specific emergent, pre-emergent, or other seasonable treatments as needed (hereinafter referred to as "Lawn Program"). Defendants' one-year Lawn Program typically promises consumers six (6) fertilizations, six (6) insect treatments, twelve (12) weed treatments, six (6) fungus treatments, two (2) applications of granular fertilizer, and application of pre-emergent as needed.

44. Defendants' shrub program includes fertilization, fungicide, and insect treatment for the prevention and elimination of scales and diseases that can damage plants (hereinafter referred to as "Shrub Program"). Defendants' one-year Shrub Program typically promises consumers six (6) fertilizations, six (6) insect treatments, and six (6) fungus treatments.

45. Defendants' bed weeding program typically includes bed weeding and spraying each month for a total of twelve (12) treatments and (12) twelve weeding service visits each year (hereinafter referred to as "Weeding Program").

46. Defendants' mowing service is offered to consumers on a weekly or bi-weekly frequency and typically also includes edging and blowing (hereinafter referred to as "Mowing Program").

47. Defendants' one-year Mowing Program includes either fifty-two (52) or twenty-six (26) visits for mowing, edging, and blowing, depending on whether the consumer purchased a weekly or bi-weekly service. Many of Defendants' sales flyers promised "weekly" mowing services.

48. Defendants' Lawn Program, Shrub Program, Weeding Program, and Mowing Program will be referred to herein collectively as "Landscaping Services."

49. Defendants' one-year pest control program typically includes monthly spraying of outside pest barriers like windows, doors, and foundations to keep bugs out, as well as interior spraying as needed and by request (hereinafter referred to as "Pest Control Services").

50. Defendants additionally solicit consumers with offers to complete large landscaping projects. Defendants describe their landscaping project services as ranging from big jobs to small jobs, and generally include, but are not limited to, installing or removing mulch, pine straw, sod, plants, trees, palms, shrubs, hedges, retaining walls, metal or other edging, pavers, drainage, stack walls, rocks, water fountains or features, or other ground cover (hereinafter referred to as "Large Landscaping Projects").

51. Defendants sometimes combine the programs described herein to create purported full-service programs in order to encourage consumers to sign up for additional services.

52. The price of each program or service Defendants offer varies depending on the frequency of mowing required, the number of Defendants' services purchased, whether Defendants' fees are paid upfront for the entire year, and whether the consumer is renewing services at a discounted rate. For example, consumers are often charged a discounted rate when they pay for an entire year's worth of services upfront at the beginning of the year, when they renew their services for another year, or when they purchase Large Landscaping Projects from Defendants.

53. During the time period relevant to this action, Defendants collected between Fifty-Nine Dollars (\$59.00) and Thirteen Thousand Eight Hundred Nineteen Dollars (\$13,819.00) from consumers for Defendants' Landscaping Services, Pest Control Services, and Large Landscaping Projects.

54. Kenneth Smith developed Defendants' initial sales flyers and Aaron Gaines assisted with the development of subsequent sales flyers.

55. Defendants' sales flyers lured in prospective consumers with language like "IT DOESN'T GET ANY BETTER THAN THIS!," "THE BEST DEAL IN THE VILLAGES," "STOP PAYING TOO MUCH FOR SERVICES!!! HIRE US AND SAVE \$\$\$ EVERY YEAR!," and "WE ARE AT YOUR HOME AND ON YOUR LAWN EVERY MONTH!" The flyers additionally urge prospective consumers not to wait and to "CALL TODAY[.]" See **Exhibit 1** for true and correct copies of a sampling of Defendants' sales flyers describing some of the Landscaping Services, Pest Control Services, and Large Landscaping Projects that Defendants offer to consumers. **Exhibit 1** is attached and incorporated by reference.

56. Defendants' sales flyers additionally offer price guarantees and tout their full-service capabilities.

57. Defendants focus a large portion of their sales efforts on senior citizens who move into The Villages, and developed a flyer directly targeting such new residents which states “WELCOME TO THE VILLAGES! THE FIRST THINGS YOU NEED TO DO IS (sic) SET UP YOUR MOWING, LAWN TREATMENTS, & PEST CONTROL WITH US TO GET EVERYTHING YOU NEED FROM ONE COMPANY[.]”

58. Defendants leave their flyers on the doors of residents who are not home at the time of the sales calls.

59. Defendants strive to procure consumers on the spot at their front door but persist with follow-up visits or sales calls to close the deal if needed.

60. Roy Blackburn handles a large portion of Defendants’ home solicitation sales, but Kenneth Smith and Aaron Gaines participate or participated in sales solicitations as well.

61. In order to convince consumers to purchase Landscaping Services, Pest Control Services, or Large Landscaping Projects, Defendants pitch their programs as the best and cheapest available in The Villages, provide their sales flyers and a list of properties they service, offer discounts for consumers who pay on the spot for a full year’s worth of services, and even offer some consumers a plant or other vegetation guarantee or a refund if not satisfied with Defendants’ services.

62. Before Landscaping Services, Pest Control Services, or a Large Landscaping Project can begin, the consumer is required to sign a contract with Defendants and pay Defendants’ fees, usually via check or credit card. See **Exhibit 2** for true and correct copies of a sampling of Defendants’ consumer contracts for Landscaping Services, Pest Control Services, and Large Landscaping Projects. **Exhibit 2** is attached and incorporated by reference.

63. In addition to requiring the consumer's signature, Defendants' contracts require that an "authorized representative" for the business sign as well. Roy Blackburn, Kenneth Smith, and Aaron Gaines signed consumer contracts in this capacity, thereby obligating Defendants to perform the Landscaping Services, Pest Control Services, or Large Landscaping Projects identified in each respective contract.

64. Defendants' contracts varied slightly over time. Defendants originally required almost all consumers to sign one-year contracts for ongoing Landscaping Services and Pest Control Services, which allowed Defendants to collect a year's worth of fees from consumers at the time the contract was signed.

65. Subsequently, Defendants began offering month-to-month contracts to some consumers for ongoing Landscaping Services and Pest Control Services but continued to offer discounted rates to consumers who elected to pay upfront for a year's worth of services, thereby increasing the likelihood of upfront consumer payments.

66. Defendants' contracts identify the products and services expected by each consumer and the Defendants' attendant obligations for each consumer purchase.

67. More specifically, Defendants' contracts for ongoing services typically state which programs the consumer elected to purchase; the services included in the purchased program; the frequency of the services to be performed; a schedule detailing when the services should be performed, started, or finished; the cost to the consumer; and, whether the consumer paid a deposit or paid in full at the time the contract was signed, among other details.

68. Defendants' contracts for Large Landscaping Projects typically include a drawing of the respective project or list of the services to be provided, specifications for the project, types of

vegetation or products to be used, and information related to the consumer's payment, among other details.

69. Despite making specific material representations to consumers regarding the timeline, schedule, frequency, nature, and quality of Defendants' Landscaping Services, Pest Control Services, and Large Landscaping Projects, and accepting upfront or other payments for such projects and services, Defendants frequently failed to perform the projects and services as promised to consumers and as agreed to in their contracts.

70. Defendants' customers have complained to the Attorney General in droves.

71. Consumers who complained to the Attorney General or Seniors versus Crime, a special project of the Attorney General, typically reported the following problems related to Defendants' Landscaping Services, Pest Control Services, and Large Landscaping Projects: failure to perform services as agreed or contracted for; failure to mow lawns, edge, trim, weed, spray lawns, or apply pest control products in accordance with the frequency or timeline promised or contracted for; failure to start or complete Large Landscaping Projects as agreed or contracted for; failure to honor plant guarantees, failure to provide the specific products or plants promised or contracted for; failure to properly remove or move plants, trees, or bushes as agreed; failure to provide a refund or credit for services not rendered; failure to return customer phone calls or adequately address customer complaints; causing damage to a consumer's property; and, other general dissatisfaction or problems with Defendants' services.

72. Defendants routinely failed to begin, consistently perform, or complete the Landscaping Services, Pest Control Services, and Landscaping Projects as agreed and represented to consumers and were aware of such failures.

73. When Defendants' services were rendered to consumers, it was often only after consumers filed official complaints or made repeated calls and desperate pleas for Defendants to come to their homes to perform the agreed upon services consumers had paid for.

74. Consumers who called Defendants' office to complain about delinquent or poor service were often given the runaround by Defendants' staff. Consumers were told someone would be out to their house the next day or that their service would be on the schedule for the following week. However, in numerous instances, Defendants' assurances were empty promises, and no one appeared to perform the incomplete or delinquent services for consumers.

75. Despite receiving frequent, sometimes daily calls and messages from desperate consumers begging Defendants to perform the services they paid Defendants for, Defendants often refused to return consumers' attempts to reach them or otherwise communicate with them. Over time, the Defendants even changed their business names and addresses, making it even more difficult for consumers to reach them.

76. Defendants routinely stalled and delayed performance of their Large Landscaping Projects, Landscaping Services, and Pest Control Services, placing blame on problems with staff, turnover, availability of materials, poor weather, or theft from their facilities.

77. Defendants' repeated delays, accompanied by reassurances that they would ultimately perform the services as agreed, misled their consumers into falsely believing they would actually obtain the services they paid for, and prevented some consumers from timely contracting with other companies to complete Defendants' incomplete or delinquent work.

78. In at least one instance, not only did Defendants accept payment for work that was not completed as represented and agreed, but Defendants additionally damaged the consumer's property, causing the consumer to pay another business to fix the issues Defendants created.

DEFENDANTS WORKED TOGETHER AS A COMMON ENTERPRISE

79. Good Neighbor Landscape, Good Neighbor Service Management, Service Smart, Service Smart Management, Aaron Gaines, Kenneth Smith, and Roy Blackburn work or worked together to comprise the Service Smart Enterprise, which collectively offers Landscaping Services, Pest Control Services, and Large Landscaping Projects to consumers.

80. Defendants have changed and continue to change their business name over time, but consistently share revenue, payment processors, expenses, employees, managers, officers, customers, business locations, telephone numbers, equipment, sales materials and flyers, corporate records, contracts, and general business practices and procedures, demonstrating there is no real distinction between the Corporate Defendants.

**DEFENDANTS' PARTICIPATION IN AND CONTROL OF
THE SERVICE SMART ENTERPRISE**

Aaron Gaines

81. Aaron Gaines is Kenneth Smith's son-in-law.

82. Mr. Gaines is or was a manager or owner of the Service Smart Enterprise during the time period relevant to this Complaint.

83. Aaron Gaines is the registered agent of Good Neighbor Landscape and Good Neighbor Service Management.

84. Mr. Gaines solicited consumers, was periodically listed as the "authorized representative" for the Service Smart Enterprise in consumer contracts, and collected consumer payments.

85. Aaron Gaines also assisted with the preparation of Defendants' sales flyers and appeared as the face of the businesses in at least one of the flyers used to solicit business from consumers.

86. Mr. Gaines served as an office manager for the Service Smart Enterprise and was a signatory on Defendants' bank accounts.

87. Aaron Gaines also authorized or issued consumer refunds, and communicated with consumers about their promised services, dissatisfaction, and complaints.

88. Beginning in at least 2019, Aaron Gaines became an owner of the Service Smart Enterprise and Defendants' consumers were notified accordingly.

89. Mr. Gaines has testified regarding his knowledge that many Service Smart Enterprise consumers paid for services that were ultimately not performed or rendered by Defendants.

90. At all times material to this Complaint, acting alone or in concert with others, Aaron Gaines formulated, directed, controlled, had the authority to control, or directly participated in the deceptive acts and practices set forth in this Complaint.

Kenneth Smith

91. Kenneth Smith is Aaron Gaines's father-in-law.

92. Mr. Smith is the founder, owner, and a manager of the Service Smart Enterprise.

93. Additionally, Mr. Smith is the president or director and registered agent of Service Smart Management and Service Smart, and the president of Good Neighbor Service Management and Good Neighbor Landscape.

94. Mr. Smith testified that he handles employee payroll, scheduling, training, supervision, and discipline, as well as sales and consumer solicitation, sales flyers, equipment, and accounting, among many other responsibilities.

95. In addition to his managerial role, Mr. Smith also developed sales flyers, solicited consumers directly, and executed contracts with consumers that bound Defendants to complete Large Landscaping Projects, Landscaping Services, or Pest Control Services for consumers.

96. Kenneth Smith is a signatory on Defendants' bank accounts, cashed consumer checks, had decision-making authority regarding consumer refunds, and was the primary individual tasked with handling consumer complaints against Defendants.

97. Mr. Smith was personally aware of numerous consumer complaints and even communicated with Seniors versus Crime regarding consumer complaints.

98. At all times material to this Complaint, acting alone or in concert with others, Kenneth Smith formulated, directed, controlled, had the authority to control, or directly participated in the deceptive acts and practices set forth in this Complaint.

Roy Blackburn

99. Roy Blackburn is or was a manager or owner of the Service Smart Enterprise during the time period relevant to this Complaint.

100. Mr. Blackburn is or was one of the primary salespersons for the Service Smart Enterprise.

101. Roy Blackburn solicited many prospective consumers via unpermitted door-to-door sales, pitching Defendants' Landscaping Services, Pest Control Services, and Large Landscaping Projects to senior citizens residing in The Villages.

102. Roy Blackburn held himself out as a representative of the Service Smart Enterprise, provided consumers with his personalized business cards, and was frequently listed on Defendants' sales flyers as the point of contact for the Service Smart Enterprise.

103. Mr. Blackburn executed numerous contracts with consumers as the "authorized representative" for Defendants, therefore binding the Service Smart Enterprise to perform the services or projects identified in each contract.

104. Mr. Blackburn collected consumer payments and noted the method of payment on the consumer contracts he executed on behalf of the Service Smart Enterprise.

105. Roy Blackburn was aware of consumer dissatisfaction with Defendants' services and promised at least one consumer that she could obtain a full refund if she was not happy with Defendants' services.

106. At all times material to this Complaint, acting alone or in concert with others, Roy Blackburn formulated, directed, controlled, had the authority to control, or directly participated in the deceptive acts and practices set forth in this Complaint.

107. Defendants Aaron Gaines, Kenneth Smith, and Roy Blackburn knew or should have known that Defendants were accepting money from consumers and failing to fulfill Defendants' obligation to complete the Landscaping Services, Pest Control Services, and Large Landscaping Projects as represented to consumers and agreed to in contracts.

108. As set forth in this Complaint, Florida consumers have been victims of Defendants' unlawful business practices.

109. Since July 30, 2017, the Attorney General has received complaints from at least one hundred twenty-six (126) of Defendants' consumers who allege Defendants engaged in the deceptive practices described in this Complaint and caused them to suffer the economic injury or harm described in the below paragraph.

110. As a result of Defendants' deceptive acts and practices, consumers suffered substantial economic injury, including, but not limited to, loss of monies paid by consumers to Defendants for Landscaping Services, Pest Control Services, and Large Landscaping Projects ultimately not rendered or performed as represented and agreed; loss of monies consumers had to pay to other landscaping service providers to complete the services Defendants accepted payment for but never

completed; in at least one instance, loss of monies related to requisite repairs to a consumer's property as a result of damage caused by Defendants; and, loss of the opportunity to seek out alternative landscaping companies to begin or complete the desired landscaping work.

111. As a result of Defendants' unlawful deceptive practices related to its Landscaping Services, Pest Control Services, and Large Landscaping Projects since July 30, 2017, Defendants were unjustly enriched by at least One Hundred Eighteen Thousand Nine Hundred Eighty-Six Dollars and Eighty-Seven Cents (\$118,986.87), which is the total transaction amount Defendants received from the one hundred twenty-six (126) aggrieved consumers who transacted with Defendants since July 30, 2017 and complained to the Attorney General, minus any known refunds, chargebacks, or consumer valuation of services provided by Defendants.

112. In at least one hundred twenty (120) instances since July 30, 2017, the consumers who were victims of Defendants' willful deceptive practices were "senior citizen(s)" at the time they transacted business with Defendants. Section 501.2077(1)(e), Florida Statutes.

113. In at least two (2) additional instances since July 30, 2017, the consumers who were victims of Defendants' willful deceptive practices were "military servicemember(s)" at the time they transacted business with Defendants. Section 501.2077(1)(c), Florida Statutes.

114. Defendants' deceptive practices involving senior citizens and military servicemembers as described herein subject Defendants to at least One Million Eight Hundred Thirty Thousand Dollars (\$1,830,000.00) in enhanced civil penalties authorized by Section 501.2077, Florida Statutes. Defendants' deceptive practices regarding non-senior citizens and non-military servicemembers subject Defendants to an additional Forty Thousand Dollars (\$40,000.00) in regular civil penalties authorized by Section 501.2075, Florida Statutes.

COUNT I
VIOLATION OF THE FDUTPA
(Defendants’ Deceptive Business Acts or Practices)

115. The Attorney General incorporates and adopts by reference Paragraphs 1 through 114 as if set forth fully herein.

116. The FDUTPA, specifically Section 501.204(1), Florida Statutes, makes unlawful “[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” The provisions of the FDUTPA shall be construed liberally to promote the protection of “the consuming public and legitimate business enterprises from those who engage in . . . deceptive, or unfair acts or practices in the conduct of any trade or commerce.” § 501.202, Fla. Stat. (2021).

117. As set forth herein, Defendants, acting individually, collectively, as a common enterprise, or through employees, representatives, or agents, engaged in or are engaging in the following deceptive acts or practices in the conduct of trade or commerce in violation of Section 501.204(1), Florida Statutes:

- a. Misrepresenting to consumers a specific timeline, schedule, or frequency for performance of Defendants’ Landscaping Services, Pest Control Services, or Large Landscaping Projects, through sales pitches, sales flyers, contracts, or invoices, either expressly or by implication, that Defendants failed to adhere to; or,
- b. Misrepresenting to consumers a specific product or type of vegetation to be used, or the description, specification, or quality of the Defendants’ Landscaping Services, Pest Control Services, or Large Landscaping Projects, through sales pitches, sales flyers, contracts, or invoices, either expressly or by implication, that Defendants failed to adhere to.

118. Defendants' material misrepresentations and omissions of material facts as set forth in the above paragraph are likely to deceive consumers acting reasonably under the circumstances, to their detriment.

119. Additionally, Defendants' material misrepresentations and omissions of material facts described herein did in fact deceive consumers to their detriment.

120. Consumers have suffered and continue to suffer substantial economic injury as a result of Defendants' violations of the FDUTPA.

121. Defendants willfully engaged in the acts and practices set forth herein, as Defendants either knew or should have known that such acts and practices were deceptive or otherwise prohibited by law.

122. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT'S AUTHORITY TO GRANT RELIEF

123. Pursuant to Sections 501.207, 501.2075, 501.2077, and 501.2105, Florida Statutes, as well as the Court's own equitable powers, this Court is empowered to grant injunctive relief and such legal or other equitable relief as this Court may deem appropriate to halt and redress violations of the FDUTPA, including, but not limited to, ordering a defendant to: dissolve or reorganize; carry out a transaction in accordance with the reasonable expectations of consumers or governmental agencies; or, reimburse consumers or governmental entities found to have been damaged. Also pursuant to the aforementioned authority, this Court has the power to appoint a receiver and impose an asset freeze; strike or limit the application of clauses of contracts to avoid an unconscionable result; order a defendant to divest himself of any interest in any enterprise; and impose reasonable restrictions upon the future activities of any defendant to impede him from

engaging in or establishing the same type of endeavor. This Court may additionally order a defendant to pay restitution, civil penalties, and reasonable attorney's fees and costs pursuant to the authority referenced herein. Finally, this Court has broad discretion to grant any other legal, equitable, or other appropriate relief deemed just and proper.

124. The Attorney General has incurred reasonable attorney's fees and costs in its investigation and in maintaining this action against Defendants and, pursuant to Sections 501.2105 and 501.2075, Florida Statutes, the Attorney General is entitled to an award of such fees and costs.

PRAYER FOR RELIEF

WHEREFORE, pursuant to Chapter 501, Part II, Florida Statutes, and the Court's own powers to grant additional legal or equitable relief, the Attorney General respectfully requests that this Court:

- i. Enter a judgment in favor of the Attorney General against Defendants Good Neighbor Landscape, Good Neighbor Service Management, Service Smart, Service Smart Management, Aaron Gaines, Kenneth Smith, and Roy Blackburn, jointly and severally, on Count I;
- ii. Enter an order enjoining Defendants from further violations of the FDUTPA;
- iii. Enter an order permanently restraining Defendants from owning, operating, managing, or otherwise participating in any business which offers Landscaping Services, Pest Control Services, or Large Landscaping Projects; or alternatively, imposing reasonable restrictions upon the future activities of Defendants by prohibiting Defendants from requesting or accepting any upfront fees or deposit payments for Landscaping Services, Pest Control Services, or Large Landscaping Projects; prohibiting Defendants from entering into contracts for Landscaping Services, Pest Control Services, or Large Landscaping Projects for any duration longer than one month; and, prohibiting Defendants from accepting any payment for Landscaping Services, Pest

Control Services, or Large Landscaping Projects until after the services are rendered to each consumer's satisfaction;

iv. Enter an order requiring Defendants to provide restitution or reimbursement to consumers for all monies paid by consumers for Landscaping Services, Pest Control Services, or Large Landscaping Projects where Defendants failed to begin, maintain, consistently service, or complete the services or projects as promised, represented or otherwise agreed;

v. Enter an order requiring Defendants to provide reimbursement to consumers for all monies paid to any non-Defendant business that completed Defendants' unfinished work or repaired damage caused by Defendants;

vi. Award such relief as the Court finds necessary to redress injury to affected consumers resulting from Defendants' violations of the FDUTPA, including, but not limited to, rescission or reformation of contracts; disgorgement of all monies Defendants received from consumers to perform Landscaping Services, Pest Control Services, or Large Landscaping Projects where Defendants failed to adequately perform such services or projects as represented or agreed; or, any other relief permitted under Section 501.207(3), Florida Statutes;

vii. Enter an order against Defendants, jointly and severally, assessing civil penalties in the amount of \$10,000 for each act or practice found to be in violation of Section 501.2075, Florida Statutes;

viii. Enter an order against Defendants, jointly and severally, assessing civil penalties in the amount of \$15,000 for each act or practice found to be in violation of Section 501.2077, Florida Statutes;

ix. Enter an order awarding the Attorney General its reasonable attorney's fees and costs of bringing and maintaining this action pursuant to Sections 501.2105 and 501.2075, Florida Statutes; and,

x. Enter an order granting such other relief as the Court deems just and proper.

Dated: July 28, 2021.

Respectfully submitted,

ASHLEY MOODY
Attorney General of the State of Florida

/s/ Jennifer Hinton Knutton

Jennifer Hinton Knutton
Counsel for Plaintiff
Florida Bar No. 92771
Senior Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
Department of Legal Affairs
135 W. Central Blvd. Suite 1000
Telephone: (407) 316-4840
Facsimile: (407) 245-0365
Jennifer.Knutton@myfloridalegal.com

EXHIBIT 1

STOP PAYING TOO MUCH FOR SERVICES!!! HIRE US AND SAVE \$\$\$ EVERY YEAR! 3 YEAR PRICE GUARANTEE!

SMART LAWN PROGRAM	SMART PEST PROGRAM	SMART SHRUB PROGRAM
<ul style="list-style-type: none"> • Fertilization - for growth, thickens, health & beauty of your lawn • Insect Treatment - For chinch bugs, ants, grubs, mole crickets, spittle bugs, etc. • Weed Treatments - we spray weeds every visit • Fungus Treatment - As needed • Seasonal Pre-emergent • Potash Winterizers <p style="text-align: right;"><i>165</i> Now Only \$295 Most Homes</p>	<p>Bi-monthly Outside barriers to keep bugs out</p> <p>Inside services included as needed by request</p> <p style="text-align: right;"><i>160</i> Now Only \$225 Most Homes</p>	<ul style="list-style-type: none"> • Fertilization - includes proper feedings for all plants & palms to maintain proper health & beauty • Insect Treatment - For the prevention & elimination of scales & insects that can cause damage & disease to your plants • Fungicide Applications - to control fungus & disease that can harm your plants <p style="text-align: right;"><i>160</i> Now Only \$245 Most Homes</p>

**Package all 3 Programs
and SAVE \$280
Every Year!
Lawn/Pest/Shrub
Package**

3 Year Price Guarantee!!

590
485
1,075

\$485
WOW!

Now Only

Don't Wait! Call Us Today!!!

*Offer Available Only to the First 200 Callers

1-800-815-1410 *ROY*

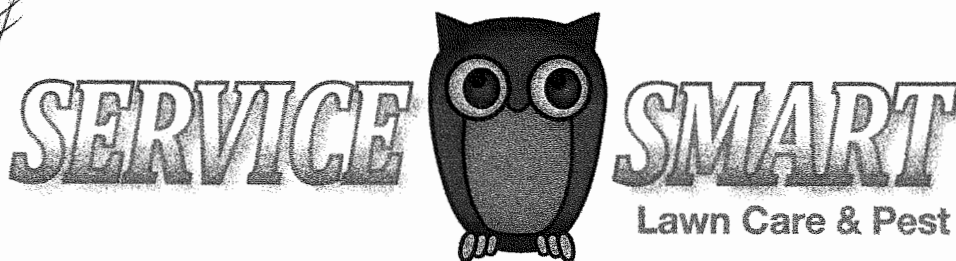


SERVICE
SMART



IT DOESN'T GET ANY BETTER THAN THIS!

480



**WE ARE AT YOUR HOME AND ON YOUR LAWN
EVERY MONTH!**

PEST CONTROL	LAWN TREATMENTS	SHRUB TREATMENTS	BED WEEDING SERVICE
<ul style="list-style-type: none"> • 12 OUTSIDE PEST BARRIERS • INSIDE PEST CONTROL INCLUDED AS NEEDED 	<ul style="list-style-type: none"> • 6 FERTILIZATIONS • 6 INSECTS TREATMENTS • 12 WEED TREATMENTS • 6 FUNGUS TREATMENTS • PREEMERGANT • GRANULAR FERTILIZER <p><small>*Done twice a year. In Spring and Fall.</small></p>	<ul style="list-style-type: none"> • 6 FERTILIZATIONS • 6 INSECTS TREATMENTS • 6 FUNGUS TREATMENTS 	<ul style="list-style-type: none"> • 12 BED WEEDINGS • SPRAYING WEEDS IN YOUR BEDS EVERY MONTH <p><small>*Initial clean up fee may apply.</small></p>

**ALL OF THIS NOW
ONLY \$385 per year
-or-
ONLY \$40 per month**

**MOWING SERVICE
\$480 PER YEAR
-OR-
\$40 PER MONTH**

1-800-815-1410

TERMITE RENEWALS ONLY \$99

Ask for ROY

GOOD NEIGHBOR SERVICE

EVERYTHING YOU NEED - ONE COMPANY
 WE ARE AT YOUR HOME EVERY SINGLE MONTH
 OUR FULL SERVICE PACKAGE INCLUDES

- FREE IRRIGATION DONUTS**
- IRRIGATION CHECKS**
- MONTHLY LAWN TREATMENTS**
- MONTHLY PEST TREATMENTS**
- MONTHLY SHRUB TREATMENTS**
- WEEKLY MOWING**

PEST CONTROL	LAWN TREATMENTS	SHRUB TREATMENTS	BED WEEDING SERVICE
<ul style="list-style-type: none"> • 12 OUTSIDE PEST BARRIERS • INSIDE PEST CONTROL INCLUDED AS NEEDED 	<ul style="list-style-type: none"> • 6 FERTILIZATIONS • 6 INSECTS TREATMENTS • 12 WEED TREATMENTS • 6 FUNGUS TREATMENTS • PREEMERGANT • GRANULAR FERTILIZER <small>*Done twice a year. In Spring and Fall.</small> 	<ul style="list-style-type: none"> • 6 FERTILIZATIONS • 6 INSECTS TREATMENTS • 6 FUNGUS TREATMENTS 	<ul style="list-style-type: none"> • 12 BED WEEDINGS • SPRAYING WEEDS IN YOUR BEDS EVERY MONTH <p style="font-size: small; margin-top: 10px;">*Initial clean up fee may apply.</p>

ALL OF THIS NOW
ONLY \$585 per year
 -or-
ONLY \$57 per month

MOWING SERVICE
\$595 PER YEAR
 -OR-
\$55 PER MONTH

352-622-1778 **TERMITE RENEWALS ONLY \$99**

Ask for Roy

GOOD NEIGHBOR LANDSCAPING

Get 10% Off !!!

Stack Wall — Pavers — Rocks
Palms — Trees — Plants — Mulch

We have done over 400 landscape jobs in
Fenney - Desoto - McClure - Marsh Bend - Monarch



352-622-1778

Ask for Roy

WELCOME TO THE VILLAGES !

THE FIRST THINGS YOU NEED TO DO IS SET UP YOUR
MOWING, LAWN TREATMENTS, & PEST CONTROL
WITH US YOU GET EVERYTHING YOU NEED FROM ONE COMPANY

WE SERVICE OVER 400 HOMES IN FINNEY - DESOTO
MARSH BEND - McCLURE - LINDEN & MONARCH GROVE

• WEEKLY MOWING • MONTHLY TREATMENTS • NO CONTRACTS

MOWING SERVICE	PEST CONTROL	LAWN TREATMENTS	SHRUB TREATMENTS	BED WEEDING SERVICE
<ul style="list-style-type: none">• WEEKLY MOWING• EDGING• BLOWING	<ul style="list-style-type: none">• 12 OUTSIDE PEST BARRIERS• INSIDE PEST CONTROL INCLUDED AS NEEDED	<ul style="list-style-type: none">• 6 FERTILIZATIONS• 6 INSECTS TREATMENTS• 12 WEED TREATMENTS• 6 FUNGUS TREATMENTS• PREEMERGANT• GRANULAR FERTILIZER <p><small>*Done twice a year. In Spring and Fall.</small></p>	<ul style="list-style-type: none">• 6 FERTILIZATIONS• 6 INSECTS TREATMENTS• 6 FUNGUS TREATMENTS	<ul style="list-style-type: none">• 12 BED WEEDINGS• SPRAYING WEEDS IN YOUR BEDS EVERY MONTH <p><small>*Initial clean up fee may apply</small></p> <ul style="list-style-type: none">• IRRIGATION CHECKS

EVERYTHING YOU NEED FROM ONE COMPANY

Save \$500 - \$700 per year compared to the other companies

ALL THIS ONLY **\$90** per month

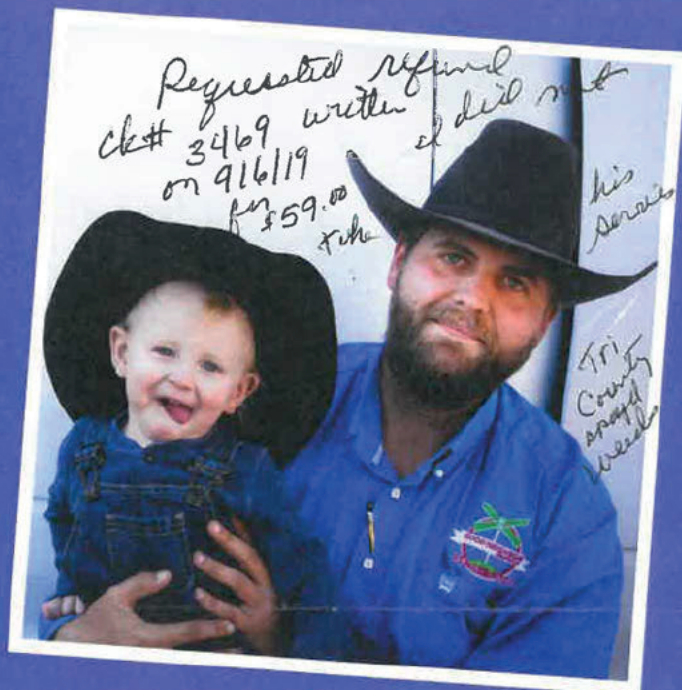
CALL TODAY

GOOD NEIGHBOR SERVICE

352-622-1778

Ask for Roy

TERMITE RENEWALS \$99



- OWNER OPERATED
- GRANULAR TREATMENTS
- NO YEARLY CONTRACTS!

PEST CONTROL *Filled out complaint on 1/1/20* **LAWN TREATMENTS** *w/ Seniors 4/20/20* **SHRUB TREATMENTS** **BED SPRAYING**

- MONTHLY OUTSIDE PEST BARRIERS TO KEEP BUGS OUT!
- INSIDE PEST CONTROL UPON REQUEST

\$29/mo

- GRANULAR FERTILIZERS
- INSECT TREATMENTS
- WEED TREATMENTS
- FUNGUS TREATMENTS
- TOP SOIL FREE WHEN NEEDED

\$39/mo

- FERTILIZATIONS
- INSECT TREATMENT
- FUNGUS TREATMENT
- PALM FERTILIZER

\$29/mo

BUY THE PEST, LAWN, SHRUB TREATMENTS AND BED SPRAYING IS INCLUDED

FREE WITH PACKAGE

TERMITE RENEWALS ONLY \$99 - TERMITE TREATMENTS ONLY \$95 **larger properties will cost more*

End of the month

ANY 2 FOR ONLY \$49/mo
ALL 4 FOR ONLY \$59/mo

4/m Seniors vs being 3x - 5/21/20

Hi! I'm Aaron and this is my son Jackson. We're providing service for ONLY ~~300~~¹⁵⁰ customers in your neighborhood who are looking for personalized service, ~~300~~¹⁵⁰ people who only want no yearly contracts, just monthly service for a great monthly price.

352-299-3023

GOOD NEIGHBOR SERVICE MANAGEMENT, INC.

4 yr Price Guarantee Roy

1180.00 ⁵ 99.00 + R wite

LAWN PROGRAM

12 TREATMENTS A YEAR

- FERTILIZATIONS
- INSECT TREATMENT
- WEED TREATMENTS
- FUNGUS TREATMENTS
- PREEMERGANT
- GRANULAR FERTILIZATION

PEST CONTROL

12 TREATMENTS A YEAR

- BARRIERS AROUND WINDOWS, DOORS, EAVES, BASE OF HOME EVERY MONTH
- INSIDE PEST CONTROL-INCLUDED AS NEEDED

SHRUB TREATMENTS

- SPRAY SHRUBS FOR INSECTS AND FUNGUS EVERY MONTH
- FERTILIZATION INCLUDED

WEEDS IN BEDS

WHEN YOU GET OUR PACKAGE WE PROVIDE FREE SERVICE FOR WEEDS IN BEDS!!!

THE BEST DEAL IN THE VILLAGES

*We are at your home
and on your lawn
every month!*

**All 4 Programs
Now Only**

\$585 per year

OR

\$57 per month

**WE ALSO PROVIDE
MOWING SERVICE**

\$595 PER YEAR

-OR-

\$50 PER MONTH

1-800-815-1410

EXHIBIT 2

HOME
 VILLA

SERVICE SMART, Inc.

530 NW 1st Avenue • Ocala, Florida 34475
(352) 622-1778 (Ocala)
For Service Call 1-800-815-1410 (Toll Free)



\$ 480

Customer Name: [Redacted] Phone: [Redacted]

Address: [Redacted] 2nd Phone: _____

City: VILLAGES State: FL Zip: 32163 E-mail: _____

Direction: GATE PHILLIPS Community: _____

RING BELL BEFORE TREATING BACK YARD

SERVICES ARE PROVIDED AS FOLLOWS:

(DOGS)

BILL EVERY 2 MONTHS 80.⁰⁰

BI-WEEKLY MOWING INCLUDES

FIRST 2 MONTHS PAID

Edging

Mowing

Blowing off concrete – Every other week!

If your beds have rock and with no borders we cannot edge because we will be slinging rocks. If your siding is less than 6" above the ground we cannot be responsible for damage.

START MOWING WED 20TH

[Redacted Customer Signature]

Customer Signature

9-18-2017

Date

[Signature]

Authorized Representative Signature

NOTICE OF RIGHT TO CANCEL

If this sale is the result of home solicitation, there is a three (3) day right to cancel. Any service performed must be paid for. This agreement is for 1 full year. This agreement is non refundable. This agreement does not cover turf or plant replacement.

Note: Agreement cannot be modified by sales person or any other other persons.

PAID BY: Check (# 5098)

Cash

Credit Card Type



BPC # 301

80.⁰⁰ PAID

SAME RENEWAL PRICE FOR 2 YEARS

HOME
 VILLA

SERVICE SMART, Inc.

530 NW 1st Avenue • Ocala, Florida 34475
(352) 622-1778 (Ocala)
For Service Call 1-800-815-1410 (Toll Free)



xld phone 9/19
\$ 485⁰⁰

Customer Name: [Redacted] Phone: [Redacted]
 Address: [Redacted] 2nd Phone: _____
 City: VILLAGES State: FL Zip: 32163 E-mail: _____
 Direction: GATE PHILLIPS Community: _____

SERVICES ARE PROVIDED AS FOLLOWS:

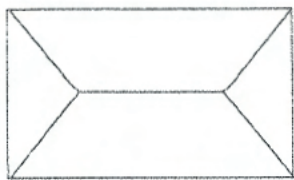
- LAWN PROGRAM** — Treatment every other month for fertilization, weeds, insects, fungus, grassy weeds and wild grass may never be eliminated completely. Broadleaf weeds and clovers can be killed but any variety of weeds can and will reoccur in between visits. The most important part of lawn care is water. Bare areas may need to be resodded. New Zoysia lawns can take 2 to 3 years to establish.
- SHRUB PROGRAM** — Treatment every other month for fertilization, insects and fungus.
- PEST PROGRAM** — Treatment every other month for excluding pests by applying an insect barrier around the perimeter of the house. * Inside treatments are included as you need them. If you see pests inside call the office for an appointment.

JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
3		4		5		6		1		2	

1st Scheduled Treatment Month SEP 2017
 Last Scheduled Treatment Month JULY 2018
 Renewal Month SEP 2018

Treatments are scheduled every other month.

TREAT INSIDE PEST CONTR
WED 20TH 10-12



TREAT LAWN AND SHRUB
WED 20TH

[Redacted Signature] _____ 9- -2017 _____
 Customer Signature Date Authorized Representative Signature

NOTICE OF RIGHT TO CANCEL

If this sale is the result of home solicitation, there is a three (3) day right to cancel. Any service performed must be paid for. **This agreement is for 1 full year. This agreement is non refundable. This agreement does not cover turf or plant-replacement.**
 Note: Agreement cannot be modified by sales person or any other other persons.

PAID BY: Check (# 5098) Cash Credit Card Type



BPC # 30-1

PAID IN FULL

HOME
 VILLA

SERVICE SMART, Inc.

530 NW 1st Avenue • Ocala, Florida 34475
 (352) 622-1778 (Ocala)
 For Service Call 1-800-815-1410 (Toll Free)



\$ 585

Customer Name: [Redacted] *called part of contract*
 Address: [Redacted] 2nd Phone: _____
 City: Ocala State: FL Zip: 34476 E-mail: _____
 Direction: GATE Oak Run Community: _____
5/11/18 called next day told them

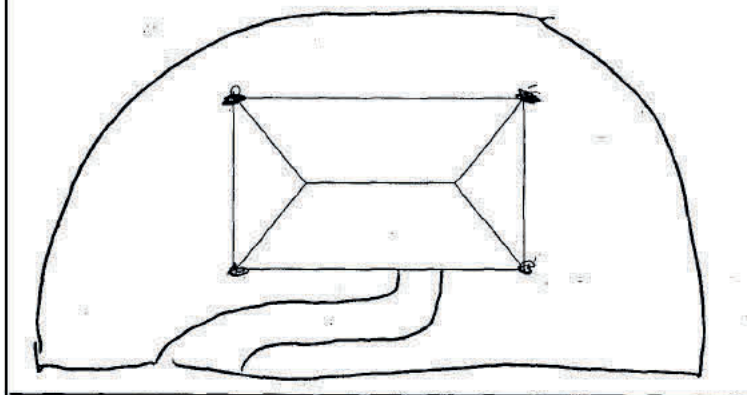
SERVICES ARE PROVIDED AS FOLLOWS:

- Bed Spraying** - *Spraying weeds in your beds every month* *New home owner!*
- LAWN PROGRAM** — Treatment every ~~two~~ month for fertilization, weeds, insects, fungus, grassy weeds and wild grass may never be eliminated completely. Broadleaf weeds and clovers can be killed but any variety of weeds can and will reoccur in between visits. The most important part of lawn care is water. Bare areas may need to be resodded. New Zoysia lawns can take 2 to 3 years to establish.
- SHRUB PROGRAM** — Treatment every ~~two~~ month for fertilization, insects and fungus. *Called Day of signing contract that new owner are signed*
- PEST PROGRAM** — Treatment every ~~two~~ month for excluding pests by applying an insect barrier around the perimeter of the house. * Inside treatments are included as you need them. If you see pests inside call the office for an appointment. *they changed name on contract*

JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
9	10	11	12	1	2	3	4	5	6	7	8

1st Scheduled Treatment Month MAY '18
 Last Scheduled Treatment Month April '19
 Renewal Month MAY '19

Treatments are scheduled every other month.



[Redacted Signature]

Customer Signature

5-3-18

Date

ARROW

Authorized Representative Signature

NOTICE OF RIGHT TO CANCEL

If this sale is the result of home solicitation, there is a three (3) day right to cancel. Any service performed must be paid for. **This agreement is for 1 full year. This agreement is non refundable. This agreement does not cover turf or plant replacement. Note: Agreement cannot be modified by sales person or any other other persons.**

PAID BY: Check (# _____) Cash Credit Card Type





Name: [REDACTED]
 Address: [REDACTED]
 City: Summerfield Zip: 34491
 Phone 1: _____ Phone 2: _____
 Neighborhood: Del Webb
 Email: _____

Pest Control:
 - Monthly outside pest barriers @ \$ _____ / mo.
 - Unlimited inside service..... @ \$ _____ / 6 mo.

Lawn Treatments::
 - Fertilizer
 - Insect treatments
 - Weed treatments @ \$ _____ / mo.
 - Fungicide @ \$ _____ / 6 mo.

Shrub Treatments:
 - Fertilizer
 - Insect treatments @ \$ _____ / mo.
 - Fungus treatments..... @ \$ _____ / 6 mo.

Free Bed Spraying:
 - Spraying the weeds in your beds every month for FREE.

Package Price @ \$ 59 / mo.
 Package Price for 6 months \$ _____ / 6 mo.

This agreement can be cancelled with 30 days written notice.

Weeds may never be 100% eliminated, but will be treated as needed every visit. Grassy weeds, sedge wild Bermuda, crabgrass, carpet grass, etc., cannot be removed without damaging your lawn. Weed control will be performed every month.

NOTICE OF RIGHT TO CANCEL

This agreement can not be put on "HOLD" for any reason. Service is every month. Customer must give 30 day notice to cancel. This agreement does not cover any turf or shrub replacement.

PAID BY Check (# 3469) Cash Credit Card Type VISA [Discover Logo] DISCOVER AMERICAN EXPRESS

[REDACTED] Customer's Signature 9/6/19 Date AARON Authorized Representative

- HOME
- VILLA

GOOD NEIGHBOR SERVICE MANAGEMENT, INC.

1171 SW 26th St. • Ocala, Florida 34471
For Service Call 1-800-815-1410 (Toll Free)

\$ 585.⁰⁰

Customer Name: [REDACTED] Phone: [REDACTED]
 Address: [REDACTED] 2nd Phone: _____
 City: VILLAGES State: FL Zip: 32163 E-mail: _____
 Direction: GATE MONARCH GROVE Community: _____

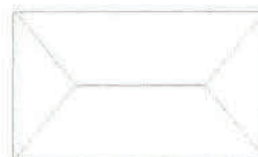
SERVICES ARE PROVIDED AS FOLLOWS:

TREAT WEEDS IN BEDS EACH MONTH

- LAWN PROGRAM** — Treatment every month for fertilization, weeds, insects, fungus, grassy weeds and wild grass may never be eliminated completely. Broadleaf weeds and clovers can be killed but any variety of weeds can and will reoccur in between visits. The most important part of lawn care is water. Bare areas may need to be resodded. New Zoysia lawns can take 2 to 3 years to establish.
- SHRUB PROGRAM** — Treatment every month for fertilization, insects and fungus.
- PEST PROGRAM** — Treatment every month for excluding pests by applying an insect barrier around the perimeter of the house. * Inside treatments are included as you need them. If you see pests inside call the office for an appointment.

JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	<u>1</u>

1st Scheduled Treatment Month DEC 2019
 Last Scheduled Treatment Month NOV 2020
 Renewal Month DEC 2020



Treatments are scheduled every month.

[REDACTED]

Customer Signature

11-29-19

Date

[Signature]

Authorized Representative Signature

NOTICE OF RIGHT TO CANCEL

If this sale is the result of home solicitation, there is a three (3) day right to cancel. Any service performed must be paid for. This agreement is for 1 full year. This agreement is non refundable. This agreement does not cover turf or plant replacement. Note: Agreement cannot be modified by sales person or any other other persons.

PAID BY: Check (# 3305) Cash

WV 7-302

585 PAID IN FULL

- HOME
- VILLA

GOOD NEIGHBOR SERVICE MANAGEMENT, INC.

1171 SW 26th St. • Ocala, Florida 34471
 For Service Call 1-800-815-1410 (Toll Free)

\$ 595⁰⁰

Customer Name: [REDACTED] Phone: [REDACTED]
 Address: [REDACTED] 2nd Phone: _____
 City: VILLAGES State: FL Zip: 32163 E-mail: _____
 Direction: GATE MONARCH GROVE Community: _____

SERVICES ARE PROVIDED AS FOLLOWS:

- WEEKLY MOWING INCLUDES

FREE IRRIGATION
DONUTS

- Edging
- Mowing
- Blowing off concrete – Every week!

If your beds have rock and with no borders we cannot edge because we will be slinging rocks. If your siding is less than 6" above the ground we cannot be responsible for damage.

X [REDACTED]
 Customer Signature

11-29-19
 Date

[Signature]
 Authorized Representative Signature

NOTICE OF RIGHT TO CANCEL

If this sale is the result of home solicitation, there is a three (3) day right to cancel. Any service performed must be paid for. **This agreement is for 1 full year. This agreement is non refundable. This agreement does not cover turf or plant replacement.**
 Note: Agreement cannot be modified by sales person or any other other persons.

PAID BY: Check (# 3305) Cash

595 PAID IN FULL

BNP-201

LANDSCAPE
DIAGRAM/SKETCH

SERVICE SMART, Inc.

530 NW 1st Avenue • Ocala, Florida 34475
(352) 622-1778 (Ocala)
For Service Call 1-800-815-1410 (Toll Free)



\$ _____

Customer Name: _____

Phone: _____

Address: _____

2nd Phone: _____

City: The Villages

State: _____

Zip: _____

E-mail: _____

Landscape: _____

Drain System: _____

Gutters: _____

\$2600
1000
5000

Remove All Grass

Remove All Pines

Remove Ligustrum

4-28
Sept

Add 17-9-1 Buffalo

Add small Crepe myrtle deep bed

6 - plants

Add woodmat Add semi rock
chips
rock

Kenny
352 266 4923

Free mowing until job is done

Customer's Signature

Date

Authorized Representative

DISCLAIMER: ANY CHANGES/UPGRADES TO THIS JOB AND/OR CONTRACT WILL RESULT IN AN EXTRA CHARGE.

LANDSCAPE
DIAGRAM/SKETCH

SERVICE SMART, Inc.

530 NW 1st Avenue • Ocala, Florida 34475
(352) 622-1778 (Ocala)
For Service Call 1-800-815-1410 (Toll Free)



\$ _____

Customer Name: _____ Phone: _____

Address: _____ 2nd Phone: _____

City: VILLAGE State: FL 32162 e-mail: _____

Landscape: _____ Drain System: _____ Gutters: _____

2359
-1000 C/H 455

Curbings
Dark Brown

1399 Doo
Lawn
Aoe

Pine Bark
Mulch

Corp
All Beds
Mulch All
Beds

35 plants
Blueberry
Oranges
Dwarf
Mandarin
1 Fan Palm
Hibiscus

Remove plants
Add 35 low grow
plants

Customer's Signature _____

8/9/10
Date

Authorized Representative

**DISCLAIMER: ANY CHANGES/UPGRADES TO THIS JOB AND/OR CONTRACT WILL RESULT
IN AN EXTRA CHARGE.**

BPC # 204

LANDSCAPE
DIAGRAM/SKETCH

GOOD NEIGHBOR LANDSCAPES

1171 SW 26th St. • Ocala, Florida 34471
For Service Call 352-622-1778

\$ _____

Customer Name: _____ Phone: _____

Address: _____ 2nd Phone: _____

City: The Villages State: FL Zip: 32103 E-mail: _____

Landscape: _____ Wall Color: _____ Rock Color: _____

*Triple Christmas Palm
4 SAGO PALM
2 Irons Above rock
20 plants
- all over wall*

1045

\$4200

[Redacted Signature]

Customer's Signature

Date

Authorized Representative

DISCLAIMER: ANY CHANGES/UPGRADES TO THIS JOB AND/OR CONTRACT WILL RESULT IN AN EXTRA CHARGE.

BPC # 203