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

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

Plaintiff, Case No.:

v.

EVOLVE CONSTRUCTION, LLC,
a Florida Limited Liability Company;

EVOLVE CONSTRUCTION & RESTORATION, INC.,
a Florida Corporation;

PATRICK ANTOINE,
an individual;

AHMED DARKAWI,
an individual;

JARRET GROSS
an individual;

ALEKSANDR GULDSHTADT,
an individual;

JOHN VINCENT,
an individual; and

JASER "JAY" ZAABRI,
an individual,

Defendants.
_____/

COMPLAINT

1. Defendants formed a roofing company, waited a year and a half for Florida homeowners to suffer through a hurricane, and then pounced.

2. Right after Hurricane Ian, Defendants began solicitating consumers who were reeling from Ian's impacts—even though at the time no Defendant had a certified building contractor or certified roofing contractor authorized to work for it They aggressively marketed and solicited desperate consumers, locked them into legally deficient and unconscionable "contingency agreements," then took tens of thousands of dollars from them and from consumers' insurance claim funds without completing the agreed upon work.

3. Many consumers were left with no work completed and no insurance funds available after Defendants hijacked the payment from the consumers' homeowners' insurance companies. The Defendants abandoned performance at various stages of the work, and many consumers' homes were damaged by the Defendants' defective performance of the work they performed.

4. Defendants' business practices violate the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").

I. JURISDICTION AND VENUE

5. This is an action for injunctive relief, equitable monetary relief, consumer restitution, disgorgement of ill-gotten monies, attorney's fees, civil penalties, and other statutory and equitable relief against Defendants, brought under Sections 501.207(1)(b) and 501.207(3), Florida Statutes.

6. This Court has subject matter jurisdiction and jurisdiction to grant all relief requested here under FDUTPA and Section 26.012, Florida Statutes.

7. The amount in controversy satisfies the jurisdictional threshold of the Circuit Court. The Attorney General seeks relief in an amount greater than Fifty Thousand Dollars ($50,000.00), exclusive of fees and costs.

8. The statutory violations alleged here occurred in or affect more than one judicial circuit in the State of Florida, including the Twentieth Judicial Circuit in Lee and Charolotte Counties.

9. Venue is proper in the Circuit Court of the Twentieth Judicial Circuit, in and for Lee County, Florida, under Sections 47.011 and 47.051, Florida Statutes. The statutory violations alleged here occurred, in part, in Lee County, Florida. Defendants' actions also affected consumers' property located in Lee County, Florida.

10. All actions material to this complaint have occurred within four (4) years of this action.

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

II. PARTIES

A. Plaintiff

12. Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs ("Plaintiff" or "Attorney General") is an enforcing authority of FDUTPA under Section 501.203(2), Florida Statutes, and is authorized to bring this action and to seek injunctive and other statutory relief under Sections 501.207, 501.2075, and 501.2077, Florida Statutes.

13. The Attorney General investigated the matters alleged here, and before this action, the head of the enforcing authority reviewed the matter and determined that this enforcement action serves the public interest.

B. Corporate Defendants Evolve Construction LLC and Evolve Construction & Restoration, Inc.. (collectively, "Corporate Defendants")

14. From September 2022 through this Complaint, the Defendants—operating as a common enterprise referred here as the "Evolve Enterprise"—have engaged in the business of residential roof repair, roof replacement, water remediation, mold remediation, and other residential construction and restoration services.

15. At the core of the Evolve Enterprise lies Evolve Construction LLC ("Evolve Construction"), which was organized effective February 1, 2021.[1] Evolve Construction is currently an active Florida limited liability company. But it sat dormant for its first year and a half. It recorded no notices of commencement until September 30, 2022—two days after Hurricane Ian made landfall.

16. Evolve Construction's principal place of business is registered with the Florida Department of State Division of Corporations ("Sunbiz") as 3606 Enterprise

[1] On September 30, 2022, two days after Hurricane Ian made landfall on the southwest coast of Florida, Ahmed Darkawi, Evolve Construction LLC's original registered agent and manager, filed an Amended Annual Report that dropped the three other individuals, including a licensed general contractor, who were the original authorized members and managers. On October 14, 2022, Ahmed Darkawi filed another Amended Annual Report that changed the principal and mailing addresses to Naples, Florida and finally, on December 2, 2022, Ahmed Darkawi filed a third Amended Annual Report that added a certified building contractor and a certified roofing contractor as managers.

Avenue, Suite 200, Naples, Florida 34104, and its mailing address is on file with Sunbiz as 3606 Enterprise Avenue, Suite 216, Naples, Florida 34104.

17. Evolve Construction & Restoration, Inc. ("Evolve Construction & Restoration") is an active Florida profit corporation that was later incorporated effective June 2, 2023. Evolve Construction & Restoration's principal place of business is on file with Sunbiz as 3606 Enterprise Avenue, Suite 216, Naples, Florida 34104 (Evolve Construction's mailing address), and its mailing address is on file with Sunbiz as 7901 4th Street N, Suite 300, St. Petersburg, Florida 33702.

C. Individual Defendants Patrick Antoine, Ahmed Darkawi, Jarret Gross, Aleksandr Guldshtadt, John Vincent, and Jaser "Jay" Zaabri (collectively, "Individual Defendants")

i. Individual Defendant Patrick Antoine

18. Patrick Antoine is an individual who resides in Lee County, Florida, is over the age of 18, and is otherwise *sui juris*.

19. Since May 2023 and currently, Antoine has been an Authorized Member of Evolve Construction and since October 2025 and currently, Antoine is the Secretary of Evolve Construction & Restoration.[2]

20. Antoine holds a Certified Roofing Contractor license (license number CCC1335029) associated with Evolve Construction that was issued on September 18, 2023, by the Florida Department of Business and Professional Regulation ("DBPR").

[2] Antoine was added as Secretary of Evolve Construction & Restoration on October15, 2025, removed as Secretary on October 31, 2025, but then re-added on December 11, 2025.

21. Antoine also holds a Certified Roofing Contractor license (CCC1337553) associated with Evolve Construction & Restoration that was issued on April 8, 2026, by DBPR.

22. Upon information and belief, the Evolve Enterprise operates under Antoine's licenses because Antoine's license number appeared on multiple permit applications and at least one roof inspection affidavit.[3]

23. Antoine, during times relevant here, directly participated in, managed, operated, controlled, and had the ability to control, the operations of the Evolve Enterprise, including, but not limited to, (1) general day-to-day operations, (2) supervision of employees and independent contractors, and (3) interacting with customers and prospective customers.

ii. Individual Defendant Ahmed Darkawi

24. Ahmed Darkawi is an individual who resides in Hennepin County, Minnesota, is over the age of 18, and is otherwise *sui juris*.

25. Darkawi was the original registered agent, an authorized person, and signing member or authorized representative of Evolve Construction. During times relevant here, Darkawi has been a Manager of Evolve Construction.

26. Darkawi held a Construction Financial Officer license (license number FRO13336) that was issued on December 5, 2022, by DBPR. Upon information and belief, the Evolve Enterprise operated under Darkawi's license.

[3] Antoine's license number is not listed on the Evolve Enterprise contingency agreement document, as required by sections 489.119(5)(b) and 520.73(1)(a) of the Florida Statutes.

27. On May 6, 2025, Darkawi voluntarily relinquished his Construction Financial Officer license.

28. Darkawi, during times relevant here, had signatory authority for Evolve Enterprise bank accounts and credit cards.

29. Darkawi, during times relevant here, signed claims of liens and at least one "Contractor's Final Affidavit" on behalf of the Evolve Enterprise.

30. Darkawi, during times relevant here, directly participated in, managed, operated, controlled, and had the ability to control, the operations of the Evolve Enterprise, including, but not limited to, (1) general day-to-day operations, (2) supervision of employees and independent contractors, (3) making financial decisions, and (4) interacting with customers and prospective customers.

iii. Individual Defendant Jarret Gross

31. Jarret Gross is an individual who resides in Martin County, Florida, is over the age of 18, and is otherwise *sui juris*.

32. Gross, during times relevant here, has been an Authorized Member of Evolve Construction.

33. Gross holds a Certified General Contractor license (license number CGC1505281) that was issued on February 27, 2003, by DBPR. Upon information and belief, the Evolve Enterprise currently operates under Gross's license. Gross's license number has appeared on multiple permit applications and at least one roof inspection affidavit.

34. Gross, during times relevant here, directly participated in, managed, operated, controlled, and had the ability to control, the operations of the Evolve

Enterprise, including, but not limited to, (1) general day-to-day operations, (2) supervision of employees and independent contractors, and (3) interacting with customers and prospective customers.

iv. Individual Defendant Aleksandr Guldshtadt

35. Aleksandr Guldshtadt is an individual who resides in Los Angeles County, California, is over the age of 18, and is otherwise *sui juris*.

36. Guldshtadt was the original registered agent, incorporator, and until March 6, 2026, was the Chief Executive Officer of Evolve Construction & Restoration.[4] During times relevant here, Guldshtadt has been an Authorized Member, registered agent, and Manager of Evolve Construction (as "Alex Gold").

37. Guldshtadt held an active Mold Remediator license (license number MRSR4649) issued on March 2, 2023, by DBPR, which expired July 31, 2026. Guldshtadt holds a Construction Financial Officer license (license number FRO18454) associated with Evolve Construction & Restoration from DBPR. Guldshtadt previously held a Public Adjuster license (license number W606697) issued on October 25, 2019, by the Florida Department of Financial Services, which was indefinitely suspended according to the terms of a Consent Order dated November 21, 2025. The Evolve Enterprise operated under Guldshtadt's Public Adjuster and Mold Remediator licenses and continues to operate under his active Construction Financial Officer licenses.

[4] On March 6, 2026, Evolve Construction & Restoration filed an Amended Annual Report that removed Guldshtadt as CEO and added Dallas Julian as acting CEO.

38. Guldshtadt, during times relevant here, had signatory authority for Evolve Enterprise bank accounts and credit cards.

39. Guldshtadt, during times relevant here, signed claims of liens on behalf of the Evolve Enterprise.

40. Guldshtadt, during times relevant here, directly participated in, managed, operated, controlled, and had the ability to control the operations of the Evolve Enterprise, including, but not limited to, (1) general day-to-day operations, (2) supervision of employees and independent contractors, (3) making financial decisions, and (4) interacting with customers and prospective customers.

v. Individual Defendant John Vincent

41. John Vincent is an individual who resides in Los Angeles County, California, is over the age of 18, and is otherwise *sui juris*.

42. Vincent became the Manager of Evolve Construction on or about October 22, 2024, and remains the current Manager of Evolve Construction.

43. Vincent, during times relevant here, directly participated in, managed, operated, controlled, and had the ability to control, the operations of the Evolve Enterprise, including, but not limited to, (1) general day-to-day operations, (2) supervision of employees and independent contractors, and (3) interacting with customers and prospective customers.

vi. Individual Defendant Jaser "Jay" Zaabri

44. Jaser "Jay" Zaabri is an individual who resides in Los Angeles County, California, is over the age of 18, and is otherwise *sui juris*.

45. During times relevant here, Zaabri has been a Manager of Evolve Construction and Chief Financial Officer of Evolve Construction & Restoration.

46. Zaabri held a Public Adjuster license (license number W784499) issued on September 24, 2021, by the Florida Department of Financial Services. Upon information and belief, the Evolve Enterprise operated under Zaabri's Public Adjuster license.

47. On September 30, 2024, Zaabri's Public Adjuster license expired.

48. Zaabri, during times relevant here, had signatory authority for Evolve Enterprise bank accounts and credit cards.

49. Zaabri, during times relevant here, signed at least one release of claim of lien on behalf of the Evolve Enterprise.

50. Zaabri, during times relevant here, directly participated in, managed, operated, controlled, and had the ability to control, the operations of the Evolve Enterprise, including, but not limited to, (1) general day-to-day operations, (2) supervision of employees and independent contractors, (3) making financial decisions, and (4) interacting with customers and prospective customers.

III. DEFENDANTS' UNFAIR, DECEPTIVE, AND UNCONSCIONABLE BUSINESS ACTS AND PRACTICES

51. From September 2022 through the present, Defendants have operated as a common enterprise that solicits, sells, and provides storm damage mitigation and roof repair and replacement services to Florida consumers and beginning in February 2023 through this Complaint, the Attorney General received eighty (80)

consumer complaints due to Defendants' unconscionable acts or practices, and unfair or deceptive business practices.

52. At all times relevant to this action, Individual Defendants were principals of Corporate Defendants and owned and controlled or had the authority to control, and had actual or constructive knowledge of, all acts and practices of the Evolve Enterprise alleged here.

53. In furtherance of their operations and the Evolve Enterprise, Defendants open bank accounts, retain a sales force, submit permit applications to local building authorities, record documents such as Notices of Commencement with counties, enter into agreements with third-party suppliers, subcontractors, and vendors, and pursue and defend litigation.

54. At all times relevant to this action, Defendants engage in "trade or commerce" as defined in Section 501.203(8), Florida Statutes, by soliciting, selling, and providing storm damage mitigation and roof repair and replacement services to Florida consumers.

A. Common Enterprise

55. Corporate Defendants conduct the business practices described here through an interrelated network of companies that have common ownership, officers, managers, business functions, addresses, and employees that commingle funds and engage in a common scheme.

56. The Defendants also use a common website that advertises the Corporate Defendants' businesses interchangeably. On the Evolve Enterprise

website, located at http://evolveconstruction.com,[5] the logo for the Evolve Enterprise appears in several locations, including the upper left corner of the page. The logo includes a stylized "EVOLVE" and on the line below, in smaller print, the logo reads "CONSTRUCTION & RESTORATION," signaling that "Evolve" is the only relevant part of the name:



[6]

57. The website refers to both "Evolve Construction" and "Evolve Construction & Restoration" when describing the company and its purported services:

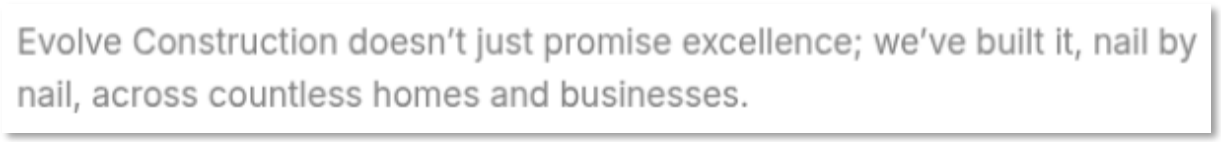


[7]

[5] Some materials of the Evolve Enterprise are listed at the web address www.evolveconstructionfl.com, but that address reroutes traffic to http://evolveconstruction.com.

[6] Evolve Construction & Restoration About Page, http://evolveconstruction.com/aboutus/ (last visited Sept. 17, 2026).

[7] Evolve Construction & Restoration About Page, http://evolveconstruction.com/aboutus/ (last visited Sept. 17, 2026).



[8]



[9]

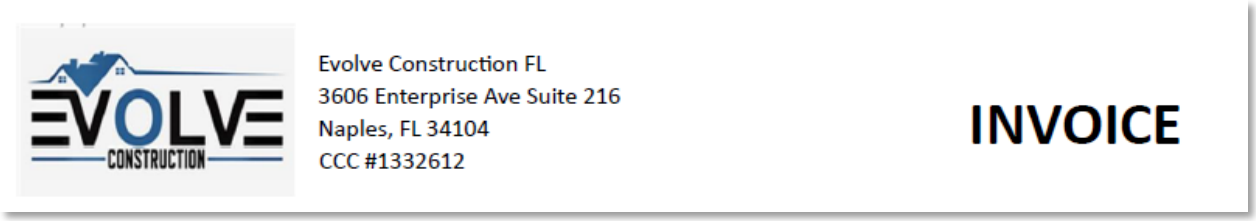
58. Similarly, documents presented to consumers throughout the course of their interactions with Defendants, or included in consumers' customer files (i.e., contingency agreements, estimates, invoices, measurement documents, etc.) include both "Evolve Construction" and "Evolve Construction & Restoration" names.

59. For example, one consumer received an original invoice for roof tarping from "Evolve Construction & Restoration" and subsequently received an updated invoice for roof tarping, mitigation, and roof repair from "Evolve Construction," with both invoices using the same stylized rendition of the word "Evolve":



[8] Evolve Construction & Restoration Home Page, http://evolveconstruction.com/ (last visited Sept. 17, 2026).

[9] Evolve Construction & Restoration About Page, http://evolveconstruction.com/aboutus/ (last visited Sept. 17, 2026).



60. Evolve Construction and Evolve Construction & Restoration share, or have previously shared at times relevant here, the principal address and mailing address of 3606 Enterprise Avenue, Suite 216, Naples, Florida 34104, and have also used other "suite" numbers at this same address.

61. Corporate Defendants commingle funds and often transfer funds among themselves (and other associated entities), ultimately delivering millions of dollars to the Individual Defendants. Transfers occur with high velocity, with resources of one Corporate Defendant seemingly being used to pay costs incurred by another Corporate Defendant.

62. The Defendants' interchangeable use of the two entity names on their website and materials, together with their shared owners and managers, shared location, and commingling of account funds, demonstrate that the Corporate Defendants operate as a common enterprise.

63. Because of their common enterprise, Corporate Defendants are jointly and severally liable for the acts and practices of the Evolve Enterprise alleged here.

B. Deceptive, Unfair, and Unconscionable Home Solicitation and Sales Representations

64. Following the natural disaster caused by Hurricane Ian in September 2022, Defendants began soliciting distressed Florida consumers door-to-door and

engaging in home solicitation sales as that term is defined by Section 501.021, Florida Statutes.

65. While conducting home solicitation sales, Defendants sell goods and services relating to residential roof repair, roof replacement, water remediation, mold remediation, and other residential construction and restoration services.

66. However, during all times relevant here, neither Defendants nor Defendants' sales representatives have held home solicitation sale permits as required by Section 501.022 of the Florida Statutes.[10]

67. During the home solicitation sales, Defendants or Defendants' sales representatives make verbal and written misrepresentations to consumers regarding the quality and scope of the services they are selling and regarding the timing of when work will be completed.

68. Defendants or Defendants' sales representatives offer "free" inspections of consumers' damaged roofs and often misrepresent that they are "experts" when in fact they are non-licensed individuals hired by Defendants to induce consumers into contracting with Defendants to perform necessary repair and replacement work.

69. Defendants' sales representatives also promise expedited permits and accelerated completion of work. For example, one sales representative told a consumer that replacing a portion of the roof that was damaged during Hurricane

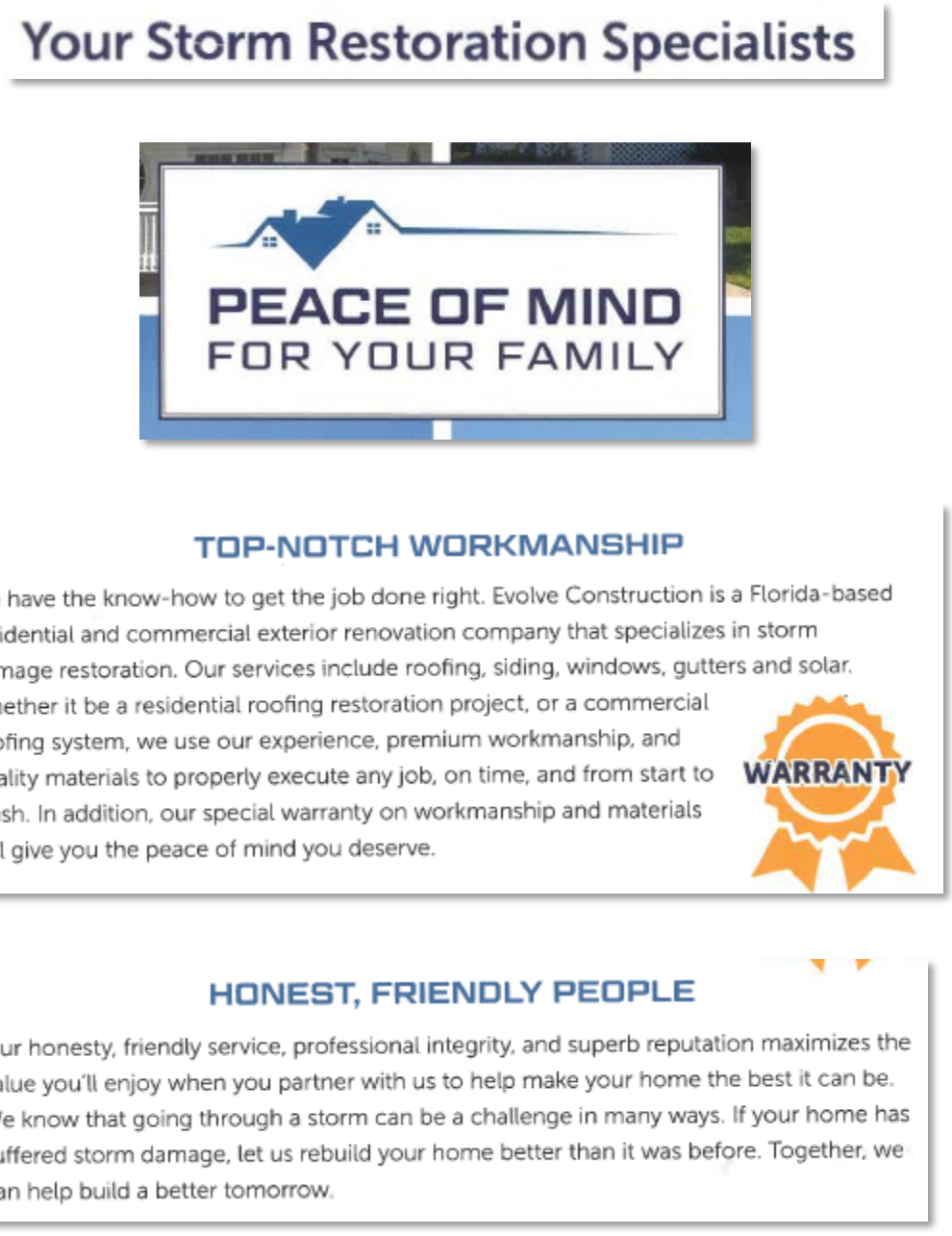
[10] "It is unlawful for any person to conduct any home solicitation sale, as defined in s. 501.021, or to supervise excluded minors conducting such sales provided in subparagraph (b)5, in this state without first obtaining a valid home solicitation sale permit as provided in this section." § 501.022(1)(a), Fla. Stat.

Ian "would not take long to fix," promising that a permit would be pulled in two weeks and the work would be completed two weeks after that. The representative also verbally misrepresented that Defendants had twenty-two crews available to work when that was false. It was more than a month and a half before any crew visited the consumer's property to begin the contracted repair and even then, they removed shingles from an undamaged portion of the roof despite the insurance adjuster not approving replacement of the entire roof.

70. During the home solicitation sales, Defendants or Defendants' sales representatives also make verbal promises that Defendants will handle the entire insurance claim process through a public adjuster to obtain the best monetary settlement possible and, if needed, will hire a law firm to litigate the insurance claim. Consumers are misled about the claim process, with sales representatives overpromising insurance claim payments and downplaying potential delays if litigation is necessary to resolve the claim. And Defendants or Defendants representatives are often unclear if consumers can decline litigation and whether they have a choice in legal representation.

71. During these home solicitation sales, Defendants or Defendants' sales representatives present printed materials to consumers ("Written Materials") promising to use "our experience, premium workmanship, and quality materials to properly execute any job, ***on time***, and from start to finish." (emphasis added). Defendants also claim through their Written Materials to be "your storm restoration

specialists," to provide "peace of mind for your family," to provide "top-notch workmanship," and to be composed of "honest, friendly people":

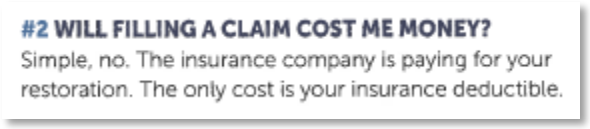


72. These representations are false. The work performed, if completed at all, is often done by a subcontractor, not Defendants, and is often incomplete, faulty, or caused further damage to the property.

73. In their Written Materials, Defendants also claim to be an Accredited Business by the Better Business Bureau, although that was not and is not true:



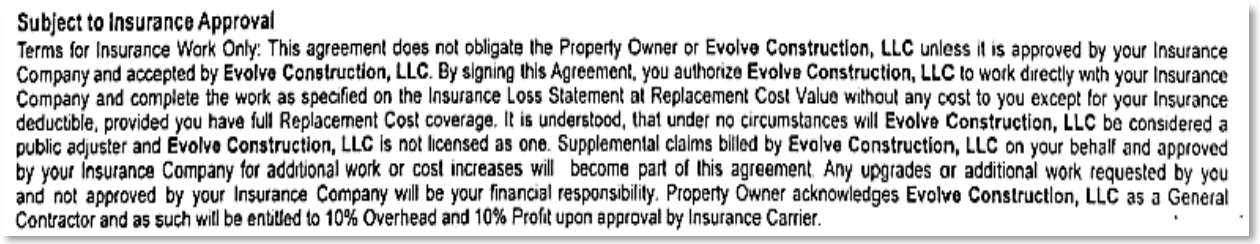
74. The Frequently Asked Questions section of its Written Materials, Defendants pose the following question with this response :



75. This statement misleads consumers into believing they would not have to pay more than their homeowner's insurance policy deductible to receive Defendants' services. In fact, Defendants often demand consumers pay money in excess of their deductible for work subsequently deemed "additional" to the roof repair or replacement despite Defendants misleading consumers to believe that the "restoration" paid for by the insurance company would encompass all necessary and contracted repairs.

76. In the agreement that Defendants have consumers sign, described below as the "Contingency Agreement," Defendants routinely misrepresent the nature and

effect of the agreement. For example, they promise that the cost of repairs will be the "replacement cost value," known also as the "RCV,"[11] determined and paid for by the insurance company:



Subject to Insurance Approval

Terms for Insurance Work Only: This agreement does not obligate the Property Owner or **Evolve Construction, LLC** unless it is approved by your Insurance Company and accepted by **Evolve Construction, LLC**. By signing this Agreement, you authorize **Evolve Construction, LLC** to work directly with your Insurance Company and complete the work as specified on the Insurance Loss Statement at Replacement Cost Value without any cost to you except for your Insurance deductible, provided you have full Replacement Cost coverage. It is understood, that under no circumstances will **Evolve Construction, LLC** be considered a public adjuster and **Evolve Construction, LLC** is not licensed as one. Supplemental claims billed by **Evolve Construction, LLC** on your behalf and approved by your Insurance Company for additional work or cost increases will become part of this agreement. Any upgrades or additional work requested by you and not approved by your Insurance Company will be your financial responsibility. Property Owner acknowledges **Evolve Construction, LLC** as a General Contractor and as such will be entitled to 10% Overhead and 10% Profit upon approval by Insurance Carrier.

But Defendants regularly fail to honor their promise to complete repairs for the RCV. Instead, Defendants often claim the insurance proceeds do not cover the cost of repairs and ask consumers to pay such uncovered costs notwithstanding Defendants' promise that the consumers' "only cost is your insurance deductible."

77. And notwithstanding that the Contingency Agreement provides that additional repairs apart from the roof itself are included and will be provided at RCV, Defendants often take the entirety of the insurance proceeds and refuse to complete all contracted repairs.

78. Through their verbal and written sales representations, Defendants induce consumers to hire Defendants to provide storm damage mitigation or roof repair and replacement services the consumers' homes require. Defendants misrepresent that they are trustworthy, will perform high-quality work, and will

[11] RCV refers to the cost of repairing or replacing damaged property, without accounting for depreciation rather than ACV, which refers to the actual cash value of the damaged property, taking into account depreciation.

provide all of the consumers' contracted services for the homeowners' insurance payment amounts. Consumers are harmed as a result.

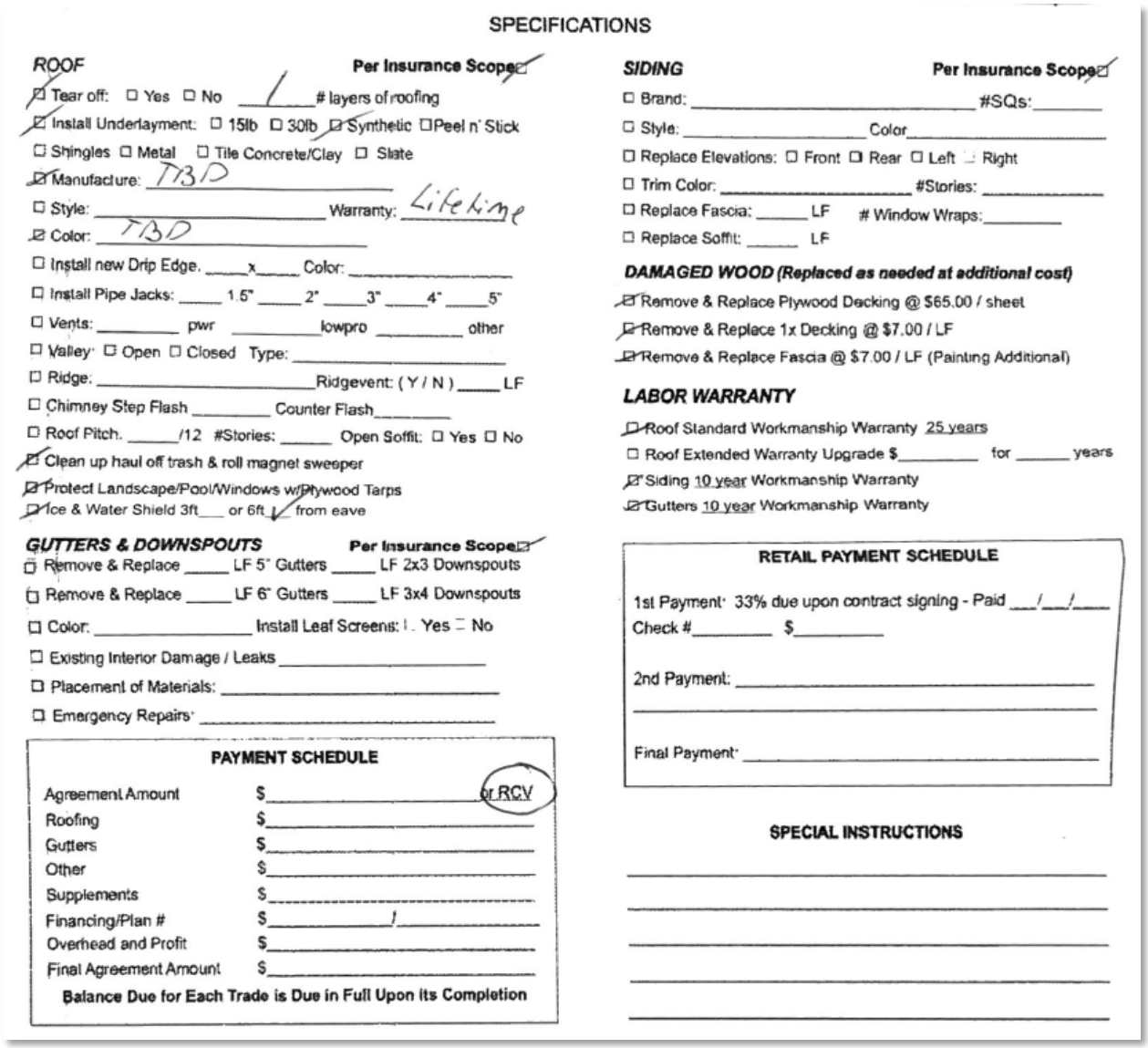
C. Defendants' Unconscionable Contracts

i. Unconscionable Contract Terms

79. At the inception of the relationship with consumers, when Defendants solicit consumers door-to-door, Defendants present consumers with a document labelled, "CONTINGENCY AGREEMENT" that is replete with unconscionable terms.

80. Having little bargaining power or understanding of the material terms, consumers are pressured by Defendants into executing these Contingency Agreements due to the emergency or immediate nature of the repairs needed to mitigate the storm damage to consumers' homes. Consumers are often told by the sales representatives that the Contingency Agreement is simply an "application" and that the actual contract will arrive later via a Docusign email. To further induce consumers to execute the Contingency Agreements, consumers are also told that they could put any date on the Contingency Agreement to alleviate concerns over the rescission period beginning to run.

81. The Contingency Agreement includes internal materially inconsistent terms regarding the down payment owed by a consumer upon signing the Contingency Agreement. The Contingency Agreement's "Retail Payment Schedule" states that for the first payment, 33% is due upon contract signing, which conflicts with payment terms on the second page of the Contingency Agreement requiring a down payment of 50%:



SPECIFICATIONS

ROOF — Per Insurance Scope ☑

☑ Tear off: ☐ Yes ☐ No 1 # layers of roofing
☑ Install Underlayment: ☐ 15lb ☐ 30lb ☑ Synthetic ☐ Peel n' Stick
☐ Shingles ☐ Metal ☐ Tile Concrete/Clay ☐ Slate
☑ Manufacture: TBD
☐ Style: _____ Warranty: Lifetime
☑ Color: TBD
☐ Install new Drip Edge. ____x____ Color: _____
☐ Install Pipe Jacks: ____ 1.5" ____ 2" ____ 3" ____ 4" ____ 5"
☐ Vents: _____ pwr _____ lowpro _____ other
☐ Valley: ☐ Open ☐ Closed Type: _____
☐ Ridge: _____ Ridgevent: (Y / N) ____ LF
☐ Chimney Step Flash _____ Counter Flash_____
☐ Roof Pitch. _____/12 #Stories: _____ Open Soffit: ☐ Yes ☐ No
☑ Clean up haul off trash & roll magnet sweeper
☑ Protect Landscape/Pool/Windows w/Plywood Tarps
☑ Ice & Water Shield 3ft___ or 6ft ✓ from eave

GUTTERS & DOWNSPOUTS — Per Insurance Scope ☑

☐ Remove & Replace ____ LF 5" Gutters ____ LF 2x3 Downspouts
☐ Remove & Replace ____ LF 6" Gutters ____ LF 3x4 Downspouts
☐ Color: _____ Install Leaf Screens: ☐ Yes ☐ No
☐ Existing Interior Damage / Leaks _____
☐ Placement of Materials: _____
☐ Emergency Repairs: _____

PAYMENT SCHEDULE

Agreement Amount	$_____	or RCV
Roofing	$_____	
Gutters	$_____	
Other	$_____	
Supplements	$_____	
Financing/Plan #	$_____ / _____	
Overhead and Profit	$_____	
Final Agreement Amount	$_____	

Balance Due for Each Trade is Due in Full Upon its Completion

SIDING — Per Insurance Scope ☑

☐ Brand: _____ #SQs: _____
☐ Style: _____ Color_____
☐ Replace Elevations: ☐ Front ☐ Rear ☐ Left ☐ Right
☐ Trim Color: _____ #Stories: _____
☐ Replace Fascia: _____ LF # Window Wraps: _____
☐ Replace Soffit: _____ LF

DAMAGED WOOD (Replaced as needed at additional cost)

☑ Remove & Replace Plywood Decking @ $65.00 / sheet
☑ Remove & Replace 1x Decking @ $7.00 / LF
☑ Remove & Replace Fascia @ $7.00 / LF (Painting Additional)

LABOR WARRANTY

☑ Roof Standard Workmanship Warranty 25 years
☐ Roof Extended Warranty Upgrade $_____ for _____ years
☑ Siding 10 year Workmanship Warranty
☑ Gutters 10 year Workmanship Warranty

RETAIL PAYMENT SCHEDULE

1st Payment: 33% due upon contract signing - Paid ___/___/____
Check #_____ $_____

2nd Payment: _____

Final Payment: _____

SPECIAL INSTRUCTIONS

15. Payments are to be made: Half down payment AND Customer agrees to our percentage of completion billing policy. Company reserves the right to bill proportionately based on percentage of work complete. Customer understands that company may issue a stop work order if requested progress payment is not received. Customer agrees to pay in full at the time of completion of the Project. The maximum allowable retainage for any punch-out will be 10% of original contract price.

82. The Contingency Agreement does not provide space for providing any estimate of the itemized and detailed cost of services and materials for repairs to be provided. Instead, it provides the option for Defendants to simply check a box

indicating "per insurance scope" in each section rather than providing details of the costs for services and materials provided.

83. Thus, Defendants consistently fail to provide consumers with a good faith estimate of the itemized and detailed cost of services and materials for repairs to be undertaken under consumers' property insurance claims in violation of Section 489.147, Florida Statutes. That Section prohibits a contractor from directly or indirectly providing "an insured with an agreement authorizing repairs without providing a good faith estimate of the itemized and detailed cost of services and materials for repairs undertaken pursuant to a property insurance claim." § 489.147(2)(e), Fla. Stat.

84. Also, the "Payment Schedule" section provides the option for Defendants to merely circle "RCV" or to insert aggregate sums for each category of services to be provided, which still would not equate to providing itemized and detailed costs as required. Defendants often circle "RCV" and provide no estimate of the itemized and detailed cost of services and materials for repairs to be undertaken pursuant to a consumer's property insurance claim.

85. The Contingency Agreement provides that it is "subject to insurance approval" and that Evolve is not obligated by it "unless it is approved by your Insurance Company and accepted by [Defendants]." The Contingency Agreement also requires consumers to "authorize Evolve Construction, LLC to work directly with your Insurance Company and complete the work as specified on the Insurance Loss Statement at Replacement Cost Value":

Subject to Insurance Approval

Terms for Insurance Work Only: This agreement does not obligate the Property Owner or **Evolve Construction, LLC** unless it is approved by your Insurance Company and accepted by **Evolve Construction, LLC**. By signing this Agreement, you authorize **Evolve Construction, LLC** to work directly with your Insurance Company and complete the work as specified on the Insurance Loss Statement at Replacement Cost Value without any cost to you except for your Insurance deductible, provided you have full Replacement Cost coverage. It is understood, that under no circumstances will **Evolve Construction, LLC** be considered a public adjuster and **Evolve Construction, LLC** is not licensed as one. Supplemental claims billed by **Evolve Construction, LLC** on your behalf and approved by your Insurance Company for additional work or cost increases will become part of this agreement. Any upgrades or additional work requested by you and not approved by your Insurance Company will be your financial responsibility. Property Owner acknowledges **Evolve Construction, LLC** as a General Contractor and as such will be entitled to 10% Overhead and 10% Profit upon approval by Insurance Carrier.

86. Not only does this provision misrepresent what the actual cost will be for consumers, but it also unconscionably gives Defendants the unilateral ability to decline to be obligated under the Contingency Agreement even if the claim is approved and paid for by the insurance company. By inducing consumers to enter into the Contingency Agreement, Defendants cause consumers to forgo and be prevented from seeking alternative contractors to conduct necessary home repairs. Yet Defendants retain for themselves the unilateral ability to choose not to be obligated and to abandon consumers regardless of insurance coverage approval.

87. The Contingency Agreement includes an "Irrevocable Direction to Pay" clause that requires insurance claim settlement checks to be written to the consumer and Defendants together. This clause further obligates consumers to use Defendants for any work approved through insurance:

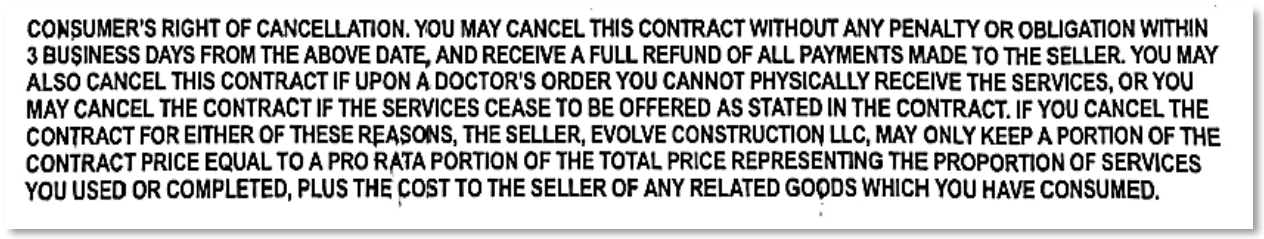
18. Irrevocable Direction to Pay

I hereby unequivocally authorize and irrevocably instruct Insurance Company, Attorney, Mortgage Company, and any other entity that may be in receipt of insurance proceeds for the above-mentioned claim, to direct payment of any insurance proceeds by way of distribution, settlement, judgments and/or verdict, payable for above "specified services" rendered or to be rendered by Contractor, its subsidiaries or sub-contractors, to be made payable directly and solely to Evolve Construction. I agree that any portion of work, deductible(s), upgrades, depreciation, or additional work requested but otherwise not covered by insurance, is ultimately my responsibility. In the event the settlement/ supplement check is inadvertently mailed to me in error, I hereby agree to notify Evolve Construction immediately, and to endorse and deliver such check within forty-eight (48) hours of my receipt. Client agrees to fully cooperate with insurance company and comply with all post-loss duties required by the subject policy of insurance.

88. Additionally, the Contingency Agreement includes a provision labelled, "CONSUMER'S RIGHT OF CANCELLATION," which does not comply with the strict requirements of Section 501.031, Florida Statutes. That Section specifies that the consumer's right to cancel a home solicitation sale must be disclosed "under the

conspicuous caption, 'BUYER'S RIGHT TO CANCEL'" and must "[r]ead as follows: "This is a home solicitation sale, and if you do not want the goods or services, you may cancel this agreement by providing written notice to the seller in person, by telegram, or by mail. This notice must indicate that you do not want the goods or services and must be delivered or postmarked before midnight of the third business day after you sign this agreement. If you cancel this agreement, the seller may not keep all or part of any cash down payment." § 501.031(2)(b), Fla. Stat.

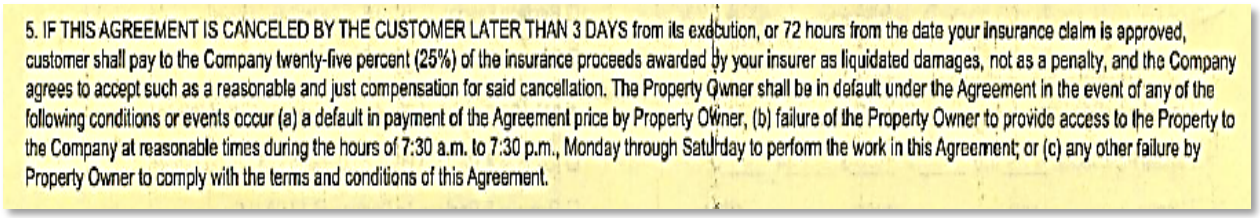
89. Defendants fail to use the statutorily required language, and instead use the following noncompliant language:


CONSUMER'S RIGHT OF CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION WITHIN 3 BUSINESS DAYS FROM THE ABOVE DATE, AND RECEIVE A FULL REFUND OF ALL PAYMENTS MADE TO THE SELLER. YOU MAY ALSO CANCEL THIS CONTRACT IF UPON A DOCTOR'S ORDER YOU CANNOT PHYSICALLY RECEIVE THE SERVICES, OR YOU MAY CANCEL THE CONTRACT IF THE SERVICES CEASE TO BE OFFERED AS STATED IN THE CONTRACT. IF YOU CANCEL THE CONTRACT FOR EITHER OF THESE REASONS, THE SELLER, EVOLVE CONSTRUCTION LLC, MAY ONLY KEEP A PORTION OF THE CONTRACT PRICE EQUAL TO A PRO RATA PORTION OF THE TOTAL PRICE REPRESENTING THE PROPORTION OF SERVICES YOU USED OR COMPLETED, PLUS THE COST TO THE SELLER OF ANY RELATED GOODS WHICH YOU HAVE CONSUMED.

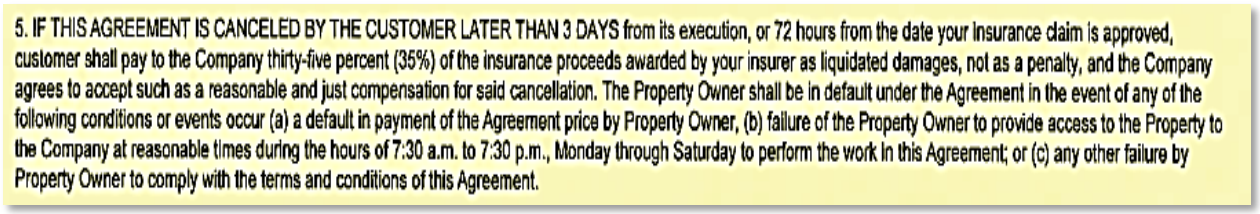
90. In addition to failing to comply with the statutorily required language in Florida Statute Section 501.031(2), the Contingency Agreement's "Consumer's Right of Cancellation" provision is also confusing in the property damage context as it provides for cancellation "if upon a doctor's order you cannot physically receive the services."

91. The Contingency Agreement also imposes an unlawful penalty on consumers who cancel their agreement after a contractually allowed three-day cancellation window. After the three-day period, if a consumer cancels the contract, the consumer is obligated to pay the Defendants either twenty-five percent (25%) or

thirty-five percent (35%) of the insurance proceeds as "liquidated damages," depending on the version of the Contingency Agreement:



5. IF THIS AGREEMENT IS CANCELED BY THE CUSTOMER LATER THAN 3 DAYS from its execution, or 72 hours from the date your insurance claim is approved, customer shall pay to the Company twenty-five percent (25%) of the insurance proceeds awarded by your insurer as liquidated damages, not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for said cancellation. The Property Owner shall be in default under the Agreement in the event of any of the following conditions or events occur (a) a default in payment of the Agreement price by Property Owner, (b) failure of the Property Owner to provide access to the Property to the Company at reasonable times during the hours of 7:30 a.m. to 7:30 p.m., Monday through Saturday to perform the work in this Agreement; or (c) any other failure by Property Owner to comply with the terms and conditions of this Agreement.



5. IF THIS AGREEMENT IS CANCELED BY THE CUSTOMER LATER THAN 3 DAYS from its execution, or 72 hours from the date your insurance claim is approved, customer shall pay to the Company thirty-five percent (35%) of the insurance proceeds awarded by your insurer as liquidated damages, not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for said cancellation. The Property Owner shall be in default under the Agreement in the event of any of the following conditions or events occur (a) a default in payment of the Agreement price by Property Owner, (b) failure of the Property Owner to provide access to the Property to the Company at reasonable times during the hours of 7:30 a.m. to 7:30 p.m., Monday through Saturday to perform the work in this Agreement; or (c) any other failure by Property Owner to comply with the terms and conditions of this Agreement.

92. But the "liquidated damages" amount is disproportionate to any damages that might reasonably be expected to flow from a breach. It thus amounts to an arbitrary and disallowed penalty—especially in instances when Defendants fail to perform altogether.

93. Plaintiff also identified six versions of the Contingency Agreement. Some of the contractor license numbers listed at the top of the Contingency Agreements were either not current at the time the Contingency Agreement was being used by Defendants or were invalid. They therefore flouted the requirements of section 489.119(5)(b) of the Florida Statutes, which requires that "[t]he registration or certification number of each contractor shall appear in each offer of services, business proposal, bid, contract, or advertisement." And aside from being a statutory violation, Defendants' failure to include a valid contractor registration or certification number on its Contingency Agreement prevents consumers from researching the

license status (and potential past complaints or other negative feedback) of the contractor they were considering hiring.

ii. Unconscionable Assignment Agreements

94. Defendants' contracts are not labeled "Assignment of Benefits" ("AOB") agreements. But there are provisions in the contracts that make them function like AOBs. Both the Contingency Agreement and a second agreement labeled a "Service Authorization Contract & Letter of Protection" ("Service Authorization")—which was given to some consumers—are "assignment agreements" or "AOBs." That is so because they are "instrument[s] by which post-loss benefits under a residential property insurance policy … are assigned or transferred, or acquired in any manner, in whole or in part, to or from a person providing services, including, but not limited to, inspecting, protecting, repairing, or replacing the property or mitigating against further damage to the property." § 627.7152(1)(b), Fla. Stat.

95. The Contingency Agreement's "Subject to Insurance Approval" provision unconscionably requires consumers to assign their post-loss benefits to Defendants in that consumers must "authorize Evolve Construction, LLC to work directly with your Insurance Company and complete the work as specified on the Insurance Loss Statement at Replacement Cost Value":

Subject to Insurance Approval

Terms for Insurance Work Only: This agreement does not obligate the Property Owner or **Evolve Construction, LLC** unless it is approved by your Insurance Company and accepted by **Evolve Construction, LLC**. By signing this Agreement, you authorize **Evolve Construction, LLC** to work directly with your Insurance Company and complete the work as specified on the Insurance Loss Statement at Replacement Cost Value without any cost to you except for your Insurance deductible, provided you have full Replacement Cost coverage. It is understood, that under no circumstances will **Evolve Construction, LLC** be considered a public adjuster and **Evolve Construction, LLC** is not licensed as one. Supplemental claims billed by **Evolve Construction, LLC** on your behalf and approved by your Insurance Company for additional work or cost increases will become part of this agreement. Any upgrades or additional work requested by you and not approved by your Insurance Company will be your financial responsibility. Property Owner acknowledges **Evolve Construction, LLC** as a General Contractor and as such will be entitled to 10% Overhead and 10% Profit upon approval by Insurance Carrier.

96. Further, the Contingency Agreement's "Irrevocable Direction to Pay" clause requires all insurance proceeds to "be made payable ***directly*** and ***solely*** to Evolve Construction" (emphasis added), and for payments inadvertently sent to the consumer in error, Defendants dictate how quickly the consumer must endorse the check for insurance proceeds over to Evolve—"within 48 hours of… receipt" by the consumer:

18. Irrevocable Direction to Pay
I hereby unequivocally authorize and irrevocably instruct Insurance Company, Attorney, Mortgage Company, and any other entity that may be in receipt of insurance proceeds for the above-mentioned claim, to direct payment of any insurance proceeds by way of distribution, settlement, judgments and/or verdict, payable for above "specified services" rendered or to be rendered by Contractor, its subsidiaries or sub-contractors, to be made payable directly and solely to Evolve Construction. I agree that any portion of work, deductible(s), upgrades, depreciation, or additional work requested but otherwise not covered by insurance, is ultimately my responsibility. In the event the settlement/ supplement check is inadvertently mailed to me in error, I hereby agree to notify Evolve Construction immediately, and to endorse and deliver such check within forty-eight (48) hours of my receipt. Client agrees to fully cooperate with insurance company and comply with all post-loss duties required by the subject policy of insurance.

97. Similarly, the Service Authorization further obligates consumers to use Defendants for any work approved by the insurance company. It also requires consumers to instruct their insurance providers to make separate and individual payments directly to Defendants. And it transfers the consumers' claim rights to Defendants in that it transfers to Defendants the ability to communicate with the consumer's insurance company for the "direct purpose of obtaining actual benefits":

Direct Payment Authorization: Client hereby irrevocably agrees to expressly instruct and direct its insurance carrier to make a separate and individual payment to be sent directly to Service Provider, or its representatives in exchange for the services rendered or to be rendered in the instant matter. Client also hereby instructs my insurance carrier to release any and all information requested by Service Provider its representative, or its Attorney solely for the direct purpose of obtaining actual benefits to be paid by my insurance carrier for services rendered or to be rendered.

98. The Service Authorization also requires that, if any insurance payment is made directly to the consumer, the consumer must endorse the settlement proceeds

to Defendant "within three (3) business days" (which directly conflicts with the Contingency Agreement's 48-hour endorsement requirement).

99. Further, the Service Authorization further unconscionably strong-arms consumers into using one of the Defendants' preferred law firms to handle the property damage litigation by imposing onerous terms but agreeing to waive those terms in exchange for the consumer's agreement to let Defendants choose the law firm that will represent the consumer in any litigation with the insurance company:

Payments, Terms and Interest: If for any reason payment is made to the Owner/Agent by an insurer for the services provided by Service Provider under the instant contract, it shall be endorsed over to Service Provider within three (3) business days. Client agrees that any portion of work, deductibles, betterment, depreciation or additional work requested by the undersigned, not covered by insurance, must be paid by the undersigned on or before its completion. Client hereby appoints Service Provider as attorney in-fact, authorizing Service Provider to endorse Client's name, and to deposit insurance checks or drafts for Service Provider. Payment terms to Service Provider are net-30 days. In the event that legal or collection agency proceedings must be instituted to recover any amount due, Service Provider shall be entitled to recover the cost of collections, including, collection agencies, attorney's fee and courts, plus a finance charge of 1.5% per month applicable to all amounts due. Service Provider shall waive its payment terms, entitlement to finance charge and Service Provider lien rights should Client elect to contract a lawyer of Service Provider's choosing to institute litigation against Client's insurance carrier on Client's behalf for the recovery of insurance benefits related to the services rendered and/or their claim as a whole. Should Client choose this option the lawyer will represent Client directly.

100. Because Defendants' contracts include some of the AOB statutory requirements set forth in Section 627.7152, Florida Statutes, and purport to function as AOBs, the contracts are AOBs and must comply with all of the AOB statutory

requirements set forth in Section 627.7152, Florida Statutes. Thus, all of Defendants' Contingency Agreements and Service Authorizations that were executed before January 1, 2023, are unconscionable because they fail to comply with all of the AOB statutory requirements set forth in Section 627.7152, Florida Statutes, and are therefore "invalid and unenforceable." § 627.7152(2)(d), Fla. Stat.

101. Neither the pre-2023 Contingency Agreements nor the Service Authorizations contain "a provision that allows the assignor to rescind the agreement without a penalty or fee by submitting a written notice of recission within 14 days after execution of the agreement, at least 30 days after the date of work on the property is scheduled to commence if the assignee has not substantially performed, or at least 30 days after the execution of the agreement if the agreement does not contain a commencement date and the assignee has not begun substantial work on the property." § 627.7152(2)(a)3, Fla. Stat.

102. The pre-2023 agreements also fail to "[c]ontain a written, itemized, per-unit cost estimate of the services to be performed by the assignee," do not have "a provision requiring the assignee to indemnify and hold harmless the assignor from all liabilities, damages, losses, and costs, including, but not limited to, attorney fees," and do not include the following notice in 18-point uppercase and boldfaced type:

> YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT

> PENALTY WITHIN 14 DAYS AFTER THE DATE THIS AGREEMENT IS EXECUTED, AT LEAST 30 DAYS AFTER THE DATE WORK ON THE PROPERTY IS SCHEDULED TO COMMENCE IF THE ASSIGNEE HAS NOT SUBSTANTIALLY PERFORMED, OR AT LEAST 30 DAYS AFTER THE EXECUTION OF THE AGREEMENT IF THE AGREEMENT DOES NOT CONTAIN A COMMENCEMENT DATE AND THE ASSIGNEE HAS NOT BEGUN SUBSTANTIAL WORK ON THE PROPERTY. HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO PERFORM THE DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE POLICY.

§ 627.7152(2)(a)5, (2)(a)8, (2)(a)7, Fla. Stat.

103. The pre-2023 Contingency Agreement's "liquidated damages" provision is likewise directly contrary to the statutory prohibition against a "penalty or fee for rescission under subparagraph (a)(3)" or "[a] penalty or fee for cancellation of the agreement." § 627.7152(2)(b)1, (2)(b)3, Fla. Stat.

104. By using the Contingency Agreement and Service Authorization as "assignment agreements" prior to January 1, 2023, Defendants also violated the AOB statute, Section 627.7152, Florida Statutes. They fail to "provide the assignor with accurate and up-to-date revised estimates of the scope of work to be performed as supplemental or additional repairs are required," failing "to perform the work in accordance with accepted industry standards," and "seek[ing] payment from the assignor exceeding the appliable deductible under the policy unless the assignor has

chosen to have additional work performed at the assignor's own expense." § 627.7152(4)(a)-(c), Fla. Stat.

105. Further, all Contingency Agreements and Service Authorizations executed after January 1, 2023, are unconscionable because Florida law prohibits consumers from "assigning, in whole or in part, any post-loss insurance benefit under any residential property insurance policy … issued on or after January 1, 2023." § 627.7152(13), Fla. Stat. Thus, because the post-2023 "assignment agreements" are wholly prohibited, they are "void, invalid, and unenforceable." *Id.*

D. Failure to Perform Promised Services

106. After Defendants purportedly bind consumers with the Contingency Agreement, they fail to perform as agreed and refuse to provide refunds to consumers who do not receive contracted-for services.

107. In many instances, consumers alleged that notwithstanding Defendants having received payments from consumers or the proceeds of consumers' insurance claims, Defendants fail to perform any contracted services.

108. For example, 22 homeowners in a single townhouse community hired Defendants in March 2023 to repair siding and other damage caused by Hurricane Ian and paid Defendants thousands of dollars out of pocket under the retail payment schedules on their Contingency Agreements. Defendants did not apply for permits until January 2024, and Defendants subsequently failed to perform any work.

109. In other instances, notwithstanding Defendants having received all contracted payments, Defendants provided only some of the services to which they agreed in the Contingency Agreement or other writing. For example, several

consumers complained that while the Contingency Agreements were executed to include repairs to gutters, siding, pool screen enclosures, or interior repairs, Defendants only performed roof repairs or replacement and then refused to perform the other specified work. Other consumer complaints included instances where Defendants agreed to perform a variety of work for the RCV or other specified amount, including mitigation and roof repair or replacement. But once the initial mitigation work was started or completed, Defendants baselessly increased the amounts they were seeking for the work already commenced, leaving no funds available for the remaining work or resulting in consumers purportedly owing Defendants more than they had originally agreed.

110. In numerous cases, Defendants either fail to perform entirely or provide poor quality work. Their doing so results in failed inspections, damage to consumers' property, and additional repair or replacement costs to mitigate the Defendants' poor-quality work.

111. For example, after Defendants were paid over $14,000 to begin work by one consumer, Defendants performed water mitigation in the consumer's home and never returned to repair holes in the walls that were caused by the mitigation. For another consumer, Defendants were paid the entirety of the insurance proceeds but failed to replace the roof as promised, which resulted in more water damage to the front door, door framing, and the ceiling throughout the home.

112. Another consumer's experience with Defendants was especially distressing—after Defendants were paid in full by the insurance company in the

amount of $38,500 and the damaged roof was removed, the roof tarp leaked, which caused additional damage to the ceilings throughout the home, which cost the consumer an additional $23,000 for mold remediation. Later, once the roof was finally replaced, the solar panel contractor confirmed that the roof was visibly and mechanically faulty and thus, the solar upgrade was unable to be completed. Due to Defendants filing an insurance claim against the subcontractor that installed the roof, the subcontractor offered to repair the defects but demanded the consumer pay for the additional material and labor. Because the consumer could not pay the added money to repair the defects, the defective roof was never repaired.

E. Unfair, Aggressive, and Coercive Tactics

113. To keep consumers trapped in the Contingency Agreements and prevent consumers from cancelling contracts, seeking alternative services, or withholding personal or insurance proceeds until Defendants perform completely, Defendants threaten consumers with liens and often times, record those liens. In many instances, Defendants aggressively pursue foreclosures of those liens in court actions.

114. In some instances, Defendants threaten consumers with liens even when they perform no work and do not buy any materials.

115. In others, Defendants record liens that are inaccurate or untrue. Several consumers signed Contingency Agreements with Evolve to repair damages sustained during Hurricane Ian, and even though Evolve received full payments through the proceeds of consumers' insurance claims, Defendants filed liens against the consumers' property, inaccurately asserting that it received only partial payments or no payments.

116. Other consumers complain that Defendants dispatch representatives to their homes to collect payments, leading some consumers to feel physically threatened and even prompting them to file law enforcement reports.

117. For example, after repeated requests by a married couple to Defendants to provide an accurate scope of work on their home, Defendants refused and instead advised that Evolve would only repair the roof and nothing else, despite the Contingency Agreement reflecting special instructions to replace the swimming pool screen enclosure, including the structure and doors. When the consumers refused to endorse the insurance check to Defendants without the scope of work, Defendants sent an employee named "Moe" to the consumers' house to bully, harass, and force them into giving Defendants the check.

118. The consumers thereafter succumbed and sent the check to the attorney who had represented them in the insurance claim matter. The consumers also felt threatened enough to file a police report.

IV. THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

119. 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."

120. 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.

121. 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.

122. A person who willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of Ten Thousand Dollars ($10,000) for each such violation, under Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars ($15,000) for each violation victimizing a senior citizen or person who has a disability, or which was directed at a military servicemember, their spouse or minor child, under Section 501.2077, Florida Statutes. Willful violations occur when the person knew or should have known that the conduct was deceptive or unfair or prohibited by rule. § 501.2075, Fla. Stat.

COUNT I
AGAINST CORPORATE DEFENDANTS
Violation of The Florida Deceptive and Unfair Trade Practices Act

123. The Attorney General incorporates and re-alleges Paragraphs 1 through 122 as if fully set forth here.

124. Through unfair, deceptive, and unconscionable acts and business practices set forth in this Complaint, Corporate Defendants violated and continue to violate FDUTPA by:

a. using unfair, deceptive, or unconscionable business practices to prey upon vulnerable consumers requiring roof repair, roof replacement,

water remediation, mold remediation, or other residential construction and restoration services;

b. engaging in unfair, deceptive, or unconscionable home solicitation sales;

c. engaging in deceptive home solicitation sales by making verbal and written misrepresentations about the quality and scope of the services being sold and regarding the timing of when work would be completed;

d. engaging in home solicitation sales without having the required permit;

e. failing to disclose or misleading consumers about essential and material terms of the Contingency Agreement;

f. failing to disclose or misleading consumers about the cost for services and materials to be provided;

g. failing to disclose or misleading consumers about the process for consumers' insurance claims and eventual potential payment of same, including the requirement for and timing of endorsing an insurance settlement payment;

h. including misleading, confusing, and unconscionable contractual terms in the Contingency Agreement such as conflicting retail payment schedules;

i. having consumers agree to an unconscionable Contingency Agreement that fails to provide an estimate of the itemized and detailed cost of services and materials for repairs;

j. failing to provide consumers with a good faith estimate of the itemized and detailed cost of services and materials for repair in violation of Section 489.147, Florida Statutes;

k. having consumers agree to an unconscionable Contingency Agreement that includes a provision that misrepresents or omits the actual cost for services;

l. having consumers agree to an unconscionable Contingency Agreement that gives Defendants the unilateral ability to decline to be obligated under the Contingency Agreement and to abandon consumers even if a consumer's insurance claim is approved and paid for by the insurance company;

m. having consumers agree to an unconscionable Contingency Agreement that includes a provision requiring all insurance claim settlement checks to be written to the consumer and Defendants together, further obligating consumers to use Defendants for any work approved through insurance;

n. having consumers agree to an unconscionable Contingency Agreement that includes a cancellation provision that does not comply with Florida Statutes and is misleading;

o. charging consumers an improper and unconscionable penalty, disguised as either an exorbitant cancellation fee or liquidated damages provision, of either twenty-five percent (25%) or thirty-five percent (35%)

regardless of whether Defendant has performed any work, performed less than was agreed to in the Contingency Agreement or other writings, or provided poor quality work.

p. having consumers agree to unconscionable Contingency Agreements and Service Authorizations that function as AOBs;

q. before January 1, 2023, having consumers execute Contingency Agreements and Service Authorizations that do not comply with the statutory requirements for an "assignment agreement" pursuant to Section 627.7152, Florida Statutes;

r. post-January 1, 2023, having consumers execute Contingency Agreements and Service Authorizations that function as AOBs, which are now specifically disallowed by Florida law;

s. despite being paid by consumers personally or by consumers' insurance proceeds, failing to perform as agreed in the Contingency Agreements and failing to provide refunds to consumers, performing less than was agreed to in the Contingency Agreement or other writings, or providing poor quality work;

t. using aggressive and coercive tactics to keep consumers trapped in the Contingency Agreements and preventing consumers from cancelling contracts, seeking alternative services, or withholding personal or insurance proceeds until Defendants perform completely;

u. threatening consumers with, and recording, liens for amounts to which Defendants were not entitled; and

v. verbally threatening consumers at their residences to collect payments, leading consumers to feel physically threatened.

125. Through the actions and related business practices set forth in this Complaint, Corporate Defendants engage in representations, acts, practices or omissions that are material, and that are likely to mislead consumers acting reasonably under the circumstances.

126. Through the actions and related business practices set forth in this Complaint, Corporate Defendants engage in acts or practices in trade or commerce that shock the conscience.

127. Through the actions and related business practices set forth in this Complaint, Corporate Defendants engage in acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous or substantially injurious to consumers.

128. Through the actions and related business practices set forth in this Complaint, Corporate Defendants engage 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.

129. Corporate Defendants thus engage in unfair or deceptive acts or practices, or unconscionable acts or practices in the conduct of trade or commerce in violation of Section 501.204(1), Florida Statutes.

130. Under Section 501.207(3), Florida Statutes, this Court should strike or limit the application of clauses of the Contingency Agreement to avoid unconscionable results, should order Corporate Defendants to divest themselves of ill-gotten gains, and should impose reasonable restrictions upon the future activities of Corporate Defendants to prevent them from engaging in the same type of endeavor, and grant equitable or other appropriate relief.

131. Corporate Defendants are subject to civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars ($10,000) for each violation under Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars ($15,000) for each violation that victimized or attempted to victimize a senior citizen pursuant to Section 501.2077, Florida Statutes. Moreover, Corporate Defendants are subject to paying Plaintiff's attorney's fees under Section 501.2105, Florida Statutes and/or Section 501.2075, Florida Statutes.

132. Corporate Defendants willfully engaged in and are continuing to engage in deceptive, unfair, and unconscionable acts and practices in that Corporate Defendants knew or should have known that the methods, acts, or practices alleged here were and are unfair, deceptive, unconscionable, and prohibited by law.

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

134. Unless Corporate Defendants are permanently enjoined from engaging further in the acts and practices complained of here, Corporate Defendants' actions will continue to result in irreparable injury to the public for which there is no adequate remedy at law.

COUNT II
AGAINST INDIVIDUAL DEFENDANTS
Violation of The Florida Deceptive and Unfair Trade Practices Act

135. The Attorney General incorporates and re-alleges Paragraphs 1 through 122 as if fully set forth here.

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

137. At all times relevant to this action, the Individual Defendants were and are the owners, members, managers, or officers, in different combinations, for Corporate Defendants, and have participated in, managed, and controlled the day-to-day operations of Corporate Defendants, as further described above.

138. Therefore, because Individual Defendants either participated in, or alternatively, directly controlled or had the authority to control and were aware of the unfair and deceptive acts referenced above, Individual Defendants are individually liable for Corporate Defendants' FDUTPA violations.

139. Through the actions and related business practices set forth in this Complaint, Individual Defendants engage in representations, acts, practices or omissions that are material, and that are likely to mislead consumers acting reasonably under the circumstances.

140. Through the actions and related business practices set forth in this Complaint, Individual Defendants engaged in acts or practices in trade or commerce that shock the conscience.

141. Through the actions and related business practices set forth in this Complaint, Individual Defendants commit acts or practices in trade or commerce that offend established public policy and are unethical, oppressive, unscrupulous, or substantially injurious to consumers.

142. Through the actions and related business practices set forth in this Complaint, Individual Defendants engage 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.

143. Individual Defendants thus engage in unfair, deceptive, or unconscionable acts or practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

144. Individual Defendants are each, jointly and severally with Corporate Defendants, subject to equitable disgorgement of ill-gotten gains, civil penalties for willful violations of FDUTPA in the amount of Ten Thousand Dollars ($10,000) for

each violation under Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars ($15,000) for each violation that victimized or attempted to victimize a senior citizen pursuant to Section 501.2077, Florida Statutes. Moreover, Individual Defendants are each subject to paying Plaintiff's attorney's fees, jointly and severally with Corporate Defendants, as set forth in Section 501.2105, Florida Statutes and/or Section 501.2075, Florida Statutes.

145. At all times material to this action, Individual Defendants have each willfully engaged in and continue to engage in deceptive, unfair, and unconscionable acts and practices in that Defendants knew or should have known that the methods, acts, or practices alleged here were and are unfair, deceptive, unconscionable, and prohibited by law.

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

147. Unless the Individual Defendants are permanently enjoined from engaging further in the acts and practices complained of here, Defendants' actions will continue to result in irreparable injury to the public for which there is no adequate remedy at law.

PRAYER FOR RELIEF

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

A. Enter judgment for the Attorney General and against all Defendants, jointly and severally, for the violations of FDUTPA alleged here;

B. Under Section 501.207(1)(b), Florida Statutes, permanently enjoin Defendants from engaging in the unfair, deceptive, or unconscionable acts and practices alleged above, and any similar acts and practices, relating to offering or providing residential roof repair, roof replacement, water remediation, mold remediation, other residential construction and restoration services, or other related services;

C. Award such legal, equitable, or other relief as is just and appropriate under Section 501.207(3), Florida Statutes, including, but not limited to, restitution to consumers and disgorgement of all ill-gotten gains;

D. Award civil penalties, attorney's fees, and costs against Defendants under Sections 501.2075 and 501.2077, Florida Statutes, or as otherwise allowed by law;

E. Grant such other legal or equitable relief as the interests of justice shall require and this Honorable Court deems just and proper.

Dated: September 25, 2026

Respectfully submitted,

JAMES UTHMEIER
ATTORNEY GENERAL

JASON HILBORN
Deputy Attorney General for Civil Enforcement

/s/ Karen E. Berger
Karen E. Berger (FL Bar No. 72991)
Special Counsel, Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
110 SE 6th Street, 10th Floor
Fort Lauderdale, FL 33301
(954) 712-4600 (telephone)
(954) 527-3708 (facsimile)
Karen.Berger@myfloridalegal.com

Michael P. Dirckx (FL Bar No. 1024868)
Senior Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
110 SE 6th Street, 10th Floor
Fort Lauderdale, FL 33301
(954) 712-4600 (telephone)
(954) 527-3708 (facsimile)
Michael.Dirckx@myfloridalegal.com

Attorneys for the Office of the Attorney General, State of Florida, Department of Legal Affairs