

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

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

**Plaintiff,**

**-vs-**

**CASE NO.:  
DIVISION:**

**FLORIDA ROOF SPECIALISTS, INC.,**  
an Active State of Florida Corporation,

**JEREMEY S. ROGERO**, an Individual,

**Defendants.**

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

Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General” or “Plaintiff”), sues Defendants, **FLORIDA ROOF SPECIALISTS, INC.** and **JEREMEY S. ROGERO** (collectively “Defendants”), and alleges the following:

**JURISDICTION AND VENUE**

1. This is an action for injunctive relief, consumer restitution, civil penalties, attorney’s fees and costs, and other statutory and equitable relief against

Defendants, including, but not limited to, disgorgement of ill-gotten gains and repatriation of assets necessary to satisfy any judgment, all pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (hereinafter referred to as “FDUTPA”), specifically Section 501.207, Florida Statutes.

2. This Court has subject matter jurisdiction pursuant to the provisions of FDUTPA.

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

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

5. Venue is proper in the Fifth Judicial Circuit in and for Citrus County, Florida, pursuant to Section 47.011, Florida Statutes, as at all times material to this action, Defendants conducted business and engaged in marketing, selling, offering, providing, or accepting payment for the sale and/or repair and replacement of residential and commercial roofs throughout the State of Florida, including, but not limited to, Alachua, Charlotte, Citrus, Collier, Columbia, Duval, Flagler, Hendry, Hernando, Highlands, Hillsborough, Lake, Lee, Manatee, Marion, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Seminole, St. Johns, and Sumter counties.

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

### **PARTIES**

7. The Attorney General is an enforcing authority of FDUTPA as defined in 501.203(2), Florida Statutes, and is authorized to bring this action seeking equitable, injunctive and other statutory relief, including restitution and civil penalties, pursuant to FDUTPA.

8. The Attorney General conducted an investigation of the matters alleged herein and has determined that this enforcement action serves the public interest.

9. Defendant, Florida Roof Specialists, Inc., is an active State of Florida Corporation established on or about December 8, 2017. Its principal place of business is located at 8535 Baymeadows Road, Suite 21, Jacksonville, Florida 32256.

10. Defendant, Florida Roof Specialists, Inc., markets, sells, offers, provides, and accepts payment for the repair and/or replacement of residential and commercial roofs throughout the State of Florida, including, but not limited to, Alachua, Charlotte, Citrus, Collier, Columbia, Duval, Flagler, Hendry, Hernando, Highlands, Hillsborough, Lake, Lee, Manatee, Marion, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Seminole, St. Johns, and Sumter counties.

11. Defendant, Jeremy S. Rogero (“Rogero”), is an individual residing in Jacksonville, Duval County, Florida; is not in the military; and is otherwise *sui juris*.

12. Rogero is the Registered Agent and President of Corporate Defendant, Florida Roof Specialists, Inc., and has served as such since 2017.

13. At all times material hereto, Defendants engaged in “trade or commerce”, as defined in Section 501.203(8), Florida Statutes, by marketing, selling, offering, providing, or accepting payment for the sale and/or repair and replacement of residential and commercial roofs.

### **STATEMENT OF FACTS**

#### **A. General Scheme**

14. On or about December 2017, Defendants began offering roof replacement and repair services (“Roofing Services”) to consumers throughout the State of Florida.

15. Since at least 2020, the Attorney General has received approximately 137 complaints from Florida consumers claiming to be adversely impacted by Defendants’ unfair and deceptive business practices as they relate to Defendants’ sale of residential Roofing Services.

16. According to many consumers, Defendants’ sales representatives initiated contact with consumers via door-to-door solicitations, typically after a storm event.

17. Further, a review of Defendants' training materials supports Defendants' general scheme of targeting, and then canvassing areas recently impacted by storms, to conduct door-to-door solicitations offering their Roofing Services.

18. During the initial door-to-door solicitations, many consumers allege that Defendants' sales representatives told them they had observed visible damage to their roofs, likely resulting from recent storm activity, and offered to inspect consumers' roofs for damage at no charge. Upon conducting the inspection, the sales representatives generally claimed that they had observed visible damage to the consumers' roofs.

#### **B. Deceptive and Unfair Solicitation and Inducement**

19. When Defendants' sales representatives offered their Roofing Services to consumers, they falsely told many consumers that if they retained Defendants' Roofing Services, then Defendants would personally handle their roofing claims with their respective insurance companies and that their only out-of-pocket costs would be their insurance deductible. Consumers were specifically misled to believe that they would not be responsible for paying Defendants any amounts in excess of their insurance deductible for the repair or replacement of their roofs.

20. Typically, the consumers' insurance companies would cover the consumers' claims for roof repair or replacement. However, when Defendants

completed the repair or replacement of consumers' roofs, Defendants sought to recover more money for the work than the consumers' insurance companies would cover. Defendants then demanded additional payment from consumers.

21. Defendants' demands that consumers pay amounts in excess of the insurance deductible were clearly in contradiction to the specific and direct oral representations made by their sales representatives when soliciting and subsequently inducing consumers to retain their Roofing Services.

22. Defendants threatened many consumers who refused to succumb to Defendants' attempts to extort additional funds from them and told consumers that if they failed to pay, Defendants would place liens on their residential properties.

23. Defendants followed through with their threats in a significant number of instances and filed frivolous liens on the residential properties of at least 75 consumers who refused to pay the additional amounts demanded by Defendants.

24. Defendants, as part of their general business model, continue to file baseless liens against the properties of consumers who refuse to pay the additional amounts alleged to be due by Defendants and even attempt to foreclose on their properties.

### **C. Deceptive and Unfair Transactions Regarding Costs and Estimates**

25. The Roofing Service Agreements between Defendants and consumers do not contain a price for the Roofing Services.



26. Further, in almost every case, a good faith estimate was likewise not provided at the time that the Agreement was given to the consumer or prior to consumers retaining Defendants' roofing services. Consumers were generally only provided estimates after the Agreement was signed, typically days or weeks later.

27. Some consumers never received an estimate, and one consumer advised that Defendants' sales representative told him the company does not provide estimates "because the customer doesn't understand them and it confuses them."

28. According to Section 489.147(2)(e), Florida Statutes, a good faith estimate must be provided at the time that the consumer is provided the contracts or agreements for roofing services.

**D. Deceptive and Unfair Business Practices Relating to the Use of Invalid Assignment of Benefits Agreements for Homeowners' Insurance Policies Issued Prior to January 1, 2023**

29. The Roofing Service Agreements between Defendants and consumers were assignment of benefits agreements wherein consumers agreed to transfer their insurance rights to a third-party contractor; in this instance, Defendant Florida Roof Specialists, Inc.

30. The Agreements contain a section titled, "NOTICE TO INSURANCE COMPANY OF DIRECT PAYMENT AUTHORIZATION," which contains the following language:

Owner(s)... **hereby authorize Direct Payment, by way of adding Florida Roof Specialists, Inc. name to any drafts/checks issued** for any benefits or proceeds of the net insurance claim from our insurance company... The direct payment authorization is in consideration of the Company's agreement to perform its obligations under this agreement.

31. The Agreements, however, fail to comply with the statutory requirements for assignment of benefits agreements outlined in Section 627.7152(2), Florida Statutes.

32. Section 627.7152(2)(d), Florida Statutes, provides that a failure to comply with the requirements of subsection (2) renders the Agreement "invalid and unenforceable."

33. Defendants' Agreements, involving property insurance policies issued prior to January 1, 2023, are invalid and unenforceable because they fail to comply with Section 627.7152(2), Florida Statutes, as they: (a) where applicable, fail to relate to a policy issued on or after July 1, 2019 and before January 1, 2023; (b) were not executed/signed by the assignee (i.e., Defendants); (c) do not include a written itemized per unit cost estimate of the services to be performed; (d) do not include the mandatory provision regarding the consumer's right to rescind without penalty or fee, or the required corresponding notice in 18-point uppercase and boldfaced type; (e) contain unlawful cancellation fee and/or penalty provisions, which are prohibited; (f) do not contain a provision requiring the assignee to provide a copy of



the executed assignment agreement to the insurer within three (3) business days after the date on which the assignment agreement was executed or the date on which work began, whichever was earlier; and (g) do not contain 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.

34. Of the above referenced deficiencies, the most glaring is the failure of Defendants' Agreements to include the mandatory notice in 18-point uppercase and boldfaced type as required by Section 627.7152(2)(a)(7), Florida Statutes, for assignment of benefits contracts, as detailed below:

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.

35. Defendants' pattern of inducing consumers to enter into invalid and unenforceable assignment of benefits agreements, in order to retain their Roofing Services, is deceptive, unfair, and unconscionable.

36. Defendants' assignment of benefits agreements also fail to comply with Sections 627.7152 (4)(a) and (c), (7)(a), and (8), Florida Statutes.

37. In some instances, consumers allege that Defendants failed to provide accurate and up to date estimates, in violation of Florida Statute Section 627.7152(4)(a).

38. Many consumers further report that Defendants sought payment beyond the consumers' deductible, contrary to Defendants' representation that the consumer was only responsible for the payment of their deductible, in violation of Section 627.7152(4)(c).

39. In many instances, Defendants' waived any claims they may have had against the consumers for additional payment by accepting the assignment of benefits agreement. Therefore, Defendants relinquished any right they may have had to collect money from the consumer, sue the consumer, place a lien on the consumer's residential property, and/or report the consumer to a credit agency. As the result, many of Defendants' lawsuits against the consumers, and placement of liens on their residential homes, are in violation of Section 627.7152(7)(a) Florida Statutes.<sup>1</sup>

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<sup>1</sup> Florida Statute Section 627.7152(7)(b) provides an exception to the prohibitions in subsection (7)(a), but this is problematic for Defendants, as subsection (7)(b)(2) requires approval by the assignor of any "betterment," which would only have been approved by the consumer on the condition that payment was limited to the consumer's deductible.

40. Defendants further failed to indemnify the consumers, as evidenced by Defendants' lawsuits against the consumers and placement of liens on their residential homes, in violation of Section 627.7152(8), Florida Statutes.

41. Defendants' failure to comply with subsections (4)(a) and (c), (7)(a), and (8) is deceptive, unfair, and unconscionable.

**E. Deceptive and Unfair Business Practices Relating to the Use of Unenforceable Assignment of Benefits Agreements for Homeowners' Insurance Policies Issued on or After January 1, 2023.**

42. Upon information and belief, consumers who retained Defendants for their Roofing Services and had Homeowners' Insurance Policies issued on or after January 1, 2023, were also induced into entering void, invalid, and unenforceable assignment of benefits Agreements.

43. Pursuant to Florida Statute Section 627.7152(13), an assignment of benefits agreement is prohibited as it relates to a property insurance policy issued on or after January 1, 2023, rendering such an agreement "void, invalid, and unenforceable."

44. Upon information and belief, Defendants tricked consumers retaining their Roofing Services to enter into assignment of benefits agreements that they knew, or should have known, were unlawful in relation to Homeowners' Insurance Policies issued on or after January 1, 2023.

45. Defendants' failure to comply with Section 627.7152(13), Florida Statutes, is deceptive, unfair, and unconscionable.

**THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**

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

47. 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.

48. 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.” Section 501.202, Florida Statutes.

49. 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, pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand dollars (\$15,000) for each violation victimizing a senior citizen or disabled person,

pursuant to Section 501.2077, Florida Statutes. Willful violations occur when the person knows or should have known that the conduct in question was deceptive or unfair or prohibited by rule, pursuant to Sections 501.2075 and 501.2077, Florida Statutes.

50. FDUTPA prohibits “deceptive acts or practices in the conduct of any trade or commerce.” Section 501.204(1), Florida Statutes.

51. A practice is deceptive under FDUTPA when there is a “representation, omission, or practice that is likely to mislead the consumer acting reasonably in the circumstances, to the consumer’s detriment.” *PNR, Inc., v. Beacon Property Management, Inc.*, 842 So. 2d 773, 775 (Fla. 2003); *Millennium Communications & Fulfillment, Inc., v. Office of the Attorney General*, 761 So. 2d 1256, 1263 (Fla. 3d DCA 2000); *Harrison v. Lee Auto Holdings, Inc.*, 295 So. 3d 857 (Fla. 1st DCA 2020); *Zlotnick v. Premier Sales Grp., Inc.*, 481 F. 3d 1281, 1284 (11th Cir. 2007).

52. An unfair practice is one that “offends established public policy and one that is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.” *Rollins, Inc. v. Butland*, 951 So. 2d 860, 869 (Fla. 2nd DCA 2006) (internal quotation and citation omitted). Florida also recognizes the FTC’s three-part test for unfairness: “the act or practice causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.” *Porsche*



*Cars N. Am., Inc. v. Diamond*, 140 So. 3d 1090, 1098 (Fla. 3d DCA 2014); Federal Trade Commission Act Amendments of 1994, Pub. L. No. 103–312, § 9, 108 Stat. 1691 (codified as amended at 15 U.S.C. § 45(n) (1994)).

**COUNT I**  
**(All Defendants)**  
**Violation of the Florida Deceptive and Unfair Trade Practices Act**

53. The Attorney General incorporates and re-alleges the preceding paragraphs 1 through 52 as if fully set forth herein.

54. Pursuant to Section 501.203(3)(c), Florida Statutes, a violation of the Florida Deceptive and Unfair Trade practices act includes conduct that violates “[a]ny law, statute, rule, regulation, or ordinance which proscribes . . . unfair, deceptive, or unconscionable acts or practices.”

55. Section 501.204(2) provides, when determining whether an act or practice is unconscionable, unfair, or deceptive:

It is the intent of the Legislature that, in construing subsection (1), due consideration and great weight shall be given to the interpretations of the Federal Trade Commission....

56. Defendants, acting individually, or through employees, representatives, or agents, in connection with the marketing, selling, offering, providing, or accepting payment for the repair and/or replacement of residential roofs engaged in material deceptive acts or practices which affected trade or commerce, in violation of FDUTPA by misleading consumers with regard to their



Roofing Services by: (a) misrepresenting to consumers that they would only be responsible for paying their insurance deductible and that consumers' insurance companies would cover all additional fees and costs related to the Roofing Services; (b) failing to provide a price and/or cost in the Agreement provided to consumers for the Roofing Services; (c) failing to provide good faith estimates to consumers at the time they were provided the Agreement for Roofing Services; (d) making deceptive statements to consumers relating to their insurance policy; (e) inducing consumers to enter into invalid and unenforceable assignment of benefits Agreements for homeowners' policies issued prior to January 1, 2023 that fail to comply with the requirements of Section 627.7152(2), Florida Statutes, including but not limited to, including the proper notice in 18-point uppercase and boldfaced type required under 627.7152(2)(a)(7); (f) upon information and belief, inducing consumers to enter into assignment of benefits Agreements for homeowners' policies issued on or after January 1, 2023, which are prohibited; (g) failing to comply with the requirements of Section 627.7152, (4)(a) and (c), (7)(a), and (8), Florida Statutes, assuming *arguendo* that the Agreement is an enforceable assignment of benefits agreement (e.g.; failing to provide accurate and up to date estimates, payment sought beyond deductible, improperly filing suit against consumers and placing liens on consumers' residential properties for claims against the consumer for payments arising under the assignment of benefits); (h) improperly placing liens on consumers' residential

properties; (i) wrongfully charging or attempting to charge consumers a fee for cancelling the Agreement for Roofing Services; (j) failing to provide supplemental documentation to the consumer or the insurance company regarding proof of supplemental work completed with their payment request to a consumer's insurance company (resulting in a delay in payment to Defendants and Defendants placing a lien on the consumer's property); and (k) failing to comply with the FTC notice requirements for cancellation outlined in 16 C.F.R. 429.1 for door-to-door solicitations.

57. Through the actions and business practices set forth in this Complaint, Defendants have engaged in practices that are immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. Furthermore, Defendants have engaged in acts or practices that have caused or are likely to cause substantial injury to consumers which injury is not or was not reasonably avoidable by consumers themselves and is not or was not outweighed by countervailing benefits to consumers or to competition.

58. Accordingly, Defendants have engaged in unfair or deceptive or unconscionable acts or unconscionable practices in the conduct of trade or commerce in violation of Section 501.204(1), Florida Statutes.

59. Under FDUTPA, once corporate liability is established, an individual Defendant may be individually liable if he participated directly in the deceptive or

unfair practices or acts, or he possessed the authority to control them and had some knowledge of such practices or acts.

60. Upon information and belief, during all times relevant to this action, Rogero, has been the President and has controlled the day-to-day operations of Florida Roof Specialists, Inc. as further described above in Paragraphs 14 through 45.

61. Rogero is therefore individually liable for the unfair and deceptive acts referenced above in Paragraphs 14 through 45 and within this Count I because he participated in; controlled or had the authority to control; and had knowledge of such acts or practices.

62. Defendants have willfully engaged in the unfair and deceptive acts and practices alleged herein and knew, or should have known, that the acts and practices alleged herein were and are unfair, deceptive, unconscionable, and prohibited by law.

63. Defendants have caused substantial injury to the public and will likely continue to cause injury and prejudice to the public.

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

**COUNT II**  
**(All Defendants)**  
**Violation of The Florida Deceptive and Unfair Trade Practices Act**  
**(Based on Violations of Section 489.147, Florida Statutes, Prohibited Property Insurance Practices)**

65. The Attorney General incorporates and re-alleges the preceding paragraphs 1 through 52 as if fully set forth herein.

66. Pursuant to Section 501.203(3)(c), Florida Statutes, a violation of the Florida Deceptive and Unfair Trade practices act includes conduct that violates “[a]ny law, statute, rule, regulation, or ordinance which proscribes . . . unfair, deceptive, or unconscionable acts or practices.”

67. Section 489.147, Florida Statutes, Prohibited Property Insurance Practices, establishes prohibitions on advertising and contracting practices of construction contractors seeking payment from the insurance policies of residential property homeowners.

68. Defendants’ Agreements are governed by Section 489.147, Florida Statutes, as they involve property insurance repair transactions.

69. In fact, Defendants’ Agreements contain a provision titled, CONTRACTOR NOTICE (IAW FL STATUTE 489.147).

70. Defendants entered into Agreements with consumers to perform Roofing Services for their residential properties that did not comply with the requirements of Section 489.147.

**A. Failure to Provide a Good Faith Estimate**

71. Section 489.147(2)(e), Florida Statutes, states in relevant part that a contractor may not directly or indirectly engage in the following:

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.

72. The Roofing Service Agreement between Defendants and consumers does not contain a price for the Roofing Services.

73. In almost every case, the consumer was only provided an estimate *after* the Agreement was signed, typically days or weeks thereafter.

74. Even more egregious, in some cases, consumers state that an estimate was never even provided.

75. An agreement violative of a valid statute, or an agreement which cannot be performed without violating such a statutory provision, is illegal and void. *Local No. 234 of United Ass'n of Journeymen & Apprentices of Plumbing & Pipefitting Indus. of U.S. & Canada v. Henley & Beckwith, Inc.*, 66 So. 2d 818, 821 (Fla. 1953).

76. A contract requires a meeting of the minds on all essential elements, a prerequisite to an enforceable contract, and “price is generally recognized as an essential element to a contract.” *Acosta v. Dist. Bd. of Trustees of Miami-Dade Cmty. Coll.*, 905 So. 2d 226, 228 (Fla. 3d DCA 2005).



77. Defendants' failure to provide a price or a good faith estimate for the Roofing Services in the Agreements provided to consumers renders the Agreements illegal and void pursuant to Section 489.147(2)(e), Florida Statutes, and unenforceable for failure to include a material term, that is, the price.

78. By failing to comply with Section 489.147(2)(e), Florida Statutes, and failing to provide a price in the Agreements, Defendants engaged in unfair, deceptive, or unconscionable acts or practices in violation of FDUTPA.

79. Defendants' pattern of inducing consumers to enter into invalid, void, and unenforceable Agreements, in order to retain their Roofing Services, is likewise unfair, deceptive, and unconscionable.

#### **B. Interpreting Policy Provisions**

80. Section 489.147(2)(d), Florida Statutes prohibits contractors from interpreting insurance policies or advising consumers on their coverages and obligations. Prior to entering into the Agreements, Defendants' sales representatives advised consumers that if they retained Defendants' roofing services they would only be responsible for the payment of their insurance deductible under their insurance policy.

81. Defendants' actions of advising consumers on their coverages and duties under their property insurance policy by telling consumers they were only



responsible for the payment of their insurance deductible in relation to the Roofing Services, violated Section 489.147(2)(d), Florida Statutes.

82. By failing to comply with Section 489.147(2)(d), Florida Statutes, Defendants engaged in unfair, deceptive, or unconscionable acts or practices in violation of FDUTPA.

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

84. Upon information and belief, during all times relevant to this action, Rogero, has been the President and has controlled the day-to-day operations of Florida Roof Specialists, Inc. as further described above in Paragraphs 14 through 45.

85. Therefore, Rogero is individually liable for the unfair and deceptive acts referenced above in Paragraphs 14 through 45 and within this Count II because he either directly participated in, controlled, or had the authority to control and had some knowledge of such acts or practices.

86. Defendants have willfully engaged in the unfair and deceptive acts and practices alleged herein and knew, or should have known, that the acts and practices alleged herein were and are unfair, deceptive, unconscionable, and prohibited by law.

87. Defendants have caused substantial injury to the public and will likely continue to cause injury and prejudice to the public.

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

**COUNT III**  
**(All Defendants)**  
**Violation of The Florida Deceptive and Unfair Trade Practices Act**  
**(Based on Violations of Section 627.7152, Florida Statutes)**

89. The Attorney General incorporates and re-alleges the preceding paragraphs 1 through 52 as if fully set forth herein.

90. Pursuant to Section 501.203(3)(c), Florida Statutes, a violation of the Florida Deceptive and Unfair Trade practices act includes conduct that violates “[a]ny law, statute, rule, regulation, or ordinance which proscribes . . . unfair, deceptive, or unconscionable acts or practices.”

91. Section 627.7152 identifies requirements and prohibited practices for assignment of benefit provisions in contractor agreements with residential homeowners. Defendants’ Agreements are clearly assignment of benefits agreements, containing a section titled, “NOTICE TO INSURANCE COMPANY OF DIRECT PAYMENT AUTHORIZATION,” with the following language:

Owner(s)... **hereby authorize Direct Payment, by way of adding Florida Roof Specialists, Inc. name to any drafts/checks issued** for any benefits or proceeds of the net insurance claim from our insurance company... The direct payment authorization is in consideration of the Company's agreement to perform its obligations under this agreement.

**A. Assignment of agreements for Homeowners' Insurance Policies issued on or after January 1, 2023**

92. Upon information and belief, consumers who retained Defendants for their Roofing Services and had Homeowners' Insurance Policies issued on or after January 1, 2023, were induced into entering void, invalid, and unenforceable assignment of benefits Agreements.

93. Pursuant to Section 627.7152(13), Florida Statutes, an assignment of benefits agreement is prohibited as it relates to a property insurance policy issued on or after January 2, 2023, rendering such agreements "void, invalid, and unenforceable" as a matter of law.

94. Upon information and belief, Defendants tricked consumers who had homeowners' insurance policies issued on or after January 1, 2023, into entering into assignment of benefits agreements with Defendants that Defendants knew, or should have known, were void, invalid, and unenforceable.

95. Defendants' failure to comply with Section 627.7152(13), Florida Statutes, and their pattern of inducing consumers to enter into invalid, void, and

unenforceable assignment of benefits agreements in order to retain their Roofing Services is deceptive, unfair, and unconscionable.

**B. Assignment of agreements for Homeowners' Insurance Policies issued prior to January 1, 2023**

96. Defendants' Agreements, involving property insurance policies issued prior to January 1, 2023, are likewise invalid and unenforceable, because they fail to comply with Section 627.7152(2), Florida Statutes, as they: (a) where applicable, fail to relate to a policy issued on or after July 1, 2019, and before January 1, 2023; (b) were not executed/signed by the assignee (i.e., Defendants); (c) did not include a written itemized per unit cost estimate of the services to be performed; (d) did not include the mandatory provision regarding the consumer's right to rescind without penalty or fee, or the required corresponding notice in 18-point uppercase and boldfaced type; (e) contained an unlawful cancellation fee and/or penalty provisions, which is prohibited; (f) did not contain a provision requiring the assignee to provide a copy of the executed assignment agreement to the insurer within three (3) business days after the date on which the assignment agreement was executed or the date on which work began, whichever was earlier; and (g) did not contain 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.

97. The requirements of Section 627.7152(2), Florida Statutes, render the Agreements invalid and unenforceable.

98. Defendants' pattern of requiring consumers to enter into invalid and unenforceable assignment of benefits Agreements, in order to retain their Roofing Services, is unfair, deceptive and unconscionable.

99. Additionally, in some instances Defendants: 1) failed to provide accurate and up to date estimates; 2) sought payment beyond consumers' insurance deductibles; and 3) improperly filed lawsuits against consumers and subsequently placed liens on consumers' residences; and improperly reported consumers to credit bureaus, all in violation of Sections 627.7152, Florida Statutes.

100. By failing to comply with Section 627.7152, Florida Statutes, Defendants engaged in unfair, deceptive, or unconscionable acts or practices in violation of FDUTPA.

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

102. Upon information and belief, during all times relevant to this action, Rogero, has been the President and has controlled the day-to-day operations of Florida Roof Specialists, Inc. as further described above in Paragraphs 14 through 45.



103. Therefore, Rogero is individually liable for the unfair and deceptive acts referenced above in Paragraphs 14 through 45 and within this Count III because he either directly participated in, controlled, or had the authority to control and had some knowledge of such acts or practices.

104. Defendants have willfully engaged in the unfair and deceptive acts and practices alleged herein and knew, or should have known, that the acts and practices alleged herein were and are unfair, deceptive, unconscionable, and prohibited by law.

105. Defendants have caused substantial injury to the public and will likely continue to cause injury and prejudice to the public.

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

**COUNT IV**  
**(All Defendants)**  
**Violation of The Florida Deceptive and Unfair Trade Practices Act**  
**(Door-to-Door Sales)**

107. The Attorney General incorporates and re-alleges the preceding paragraphs 1 through 52 as if fully set forth herein.

108. Pursuant to Section 501.203(3)(c), a violation of the Florida Deceptive and Unfair Trade practices act includes conduct that violates “[a]ny law, statute, rule,



regulation, or ordinance which proscribes . . . unfair, deceptive, or unconscionable acts or practices.”

109. Section 501.204(2) provides, when determining whether an act or practice is unconscionable, unfair, or deceptive:

It is the intent of the Legislature that, in construing subsection (1), due consideration and great weight shall be given to the interpretations of the Federal Trade Commission...

110. Many consumers alleged that their first encounter with Defendants was through Defendants’ sales representatives who had initiated contact with them by coming directly to their homes and knocking on their doors, that is, conducting door-to-door sales.

111. Most of the complaints alleged that consumers entered into an Agreement with Defendants to perform Roofing Services for their residential properties based upon these door-to-door sales.

112. Federal Trade Commission’s Rule 16 C.F.R. 429.0 defines a door-to-door solicitation as a “sale, lease, or rental of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller (*e.g.*, sales at the buyer's residence or at facilities rented on a temporary or short-term basis, such as hotel or motel rooms, convention centers, fairgrounds and restaurants,

or sales at the buyer's workplace or in dormitory lounges), and which has a purchase price of \$25 or more if the sale is made at the buyer's residence.”

113. According to Federal Trade Commission Rule 16 C.F.R. 429.1, and in the context of a door-to-door sale, it is an unfair and deceptive act or practice for a seller to: (a) fail to provide notice within the contract in 10 point boldfaced font, in immediate proximity to the location reserved for the consumer’s signature, of the consumer’s right to cancel within three (3) days, and of the notice of cancellation form to be provided by the seller to the consumer; (b) fail to verbally inform the consumer of the right to cancel, along with two copies of the cancellation form, at the time of the sale; (c) misrepresent the consumer’s right to cancel; (d) fail to honor a valid notice of cancellation, and within 10 days provide a refund.

114. Defendants’ Agreements do not contain the required notice of cancellation in immediate proximity to the location reserved for the consumer’s signature (page 1 of Agreement), and the notice which does exist (page 2 of Agreement), does not reference the notice of cancellation form, and is not in the required boldfaced font.

115. By failing to comply with 16 C.F.R. 429.1, Defendants engaged in unfair, deceptive, or unconscionable acts or practices in violation of FDUTPA.

116. In fact, pursuant to Section 501.203(3)(a), Florida Statutes, a violation of a Federal Trade Commission Rule is a *per se* violation under FDUTPA.

117. Defendants' violation of 16 C.F.R. 429.1 constitutes a *per se* violation of FDUTPA.

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

119. Upon information and belief, during all times relevant to this action, Rogero, has been the President and has controlled the day-to-day operations of Florida Roof Specialists, Inc. as further described above in Paragraphs 14 through 45.

120. Therefore, Rogero is individually liable for the unfair and deceptive acts referenced above in Paragraphs 14 through 45 and within this Count IV because he either directly participated in, controlled, or had the authority to control and had some knowledge of such acts or practices.

121. Defendants have willfully engaged in the unfair and deceptive acts and practices alleged herein and knew, or should have known, that the acts and practices alleged herein were and are unfair, deceptive, unconscionable, and prohibited by law.

122. Defendants have caused substantial injury to the public and will likely continue to cause injury and prejudice to the public.

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

**COUNT V**  
**(All Defendants)**  
**Violation of The Florida Deceptive and Unfair Trade Practices Act**  
**Home Solicitation Sales**

124. The Attorney General incorporates and re-alleges the preceding paragraphs 1 through 52 as if fully set forth herein.

125. Pursuant to Section 501.203(3)(c), Florida Statutes, a violation of the Florida Deceptive and Unfair Trade practices act includes conduct that violates “[a]ny law, statute, rule, regulation, or ordinance which proscribes . . . unfair, deceptive, or unconscionable acts or practices.”

126. Many consumers alleged that their first encounter with Defendants was through Defendants’ sales representatives who had initiated contact with them by coming directly to their homes and knocking on their doors, that is, conducting door-to-door sales.

**A. Written Agreements**

127. Most of the complaints alleged that consumers entered into an Agreement with Defendants to perform Roofing Services for their residential properties based upon these door-to-door sales.

128. Section 501.021(a), Florida Statutes, defines a Home Solicitation Sale (commonly known as a door-to-door solicitation) as a “sale, lease, or rental of consumer goods or services with a purchase price of \$25 which includes all interest, service charges, finance charges, postage, freight, insurance and service or handling charges, whether under single or multiple contracts, made pursuant to an installments contract, a local agreement, other evidence of indebtedness, or a cash transaction or other consumer credit transaction, in which: (a) The Seller or person acting for him or her engages in a personal solicitation of the sale, lease, or rental at a place other than at the seller’s fixed location business establishment where goods or services are offered or exhibited for sale, lease, or rental, and (b) The buyer’s agreement or offer to purchase is given to the seller and the sale, lease, or rental is consummated at a place other than at the seller’s fixed location business establishment . . . .”

129. According to Section 501.031(1), Florida Statutes, home solicitation sale contracts must contain a statement regarding a Buyer’s rights which complies with Section 501.031(2), Florida Statutes.

130. Specifically, Section 501.031(2), Florida Statutes, provides that:

131. (2) The statement must:

(a) Appear under the conspicuous caption, “BUYER’S RIGHT TO CANCEL”,

(b) Read 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”.

132. Defendants’ Agreements do not contain the statutorily required notice of cancellation language detailed above, and their failure to do so constitutes a violation of the Home Solicitation Sales provisions detailed in Section 501.031, Florida Statutes.

133. By failing to comply with Section 501.031(2), Florida Statutes, Defendants engaged in unfair, deceptive, or unconscionable acts or practices in violation of FDUTPA.

**B. Prohibited Practices**

134. Section 501.047(1), Florida Statutes, provides that in conducting home solicitations, it is unlawful for any person to “[m]isrepresent the terms or condition of the sale, lease, or rental.”

135. Defendants’ sales representations misrepresented the terms and conditions of the Roofing Services agreements to induce consumers to enter into those contracts when they consistently and fraudulently added oral terms and conditions to the sales contract which contradicted the written sales agreements. Specifically, that consumers’ maximum out of pocket expenses would be the



payment of the insurance deductibles due pursuant to their respective insurance policies.

136. Defendants' sales representatives provided consumers Agreements with an arbitration provision, misrepresenting Defendants' business scheme, stating that "[a]ll claims and disputes arising or relating to this Agreement are to be settled by binding arbitration. . . ." when in truth and in fact, and as the sales representatives (and Defendants) knew at the time of the solicitation, Defendants' method of resolving claims and disputes related to the Agreement was through litigation, the filing of liens against consumers' properties, and/or means other than arbitration.

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

138. Upon information and belief, during all times relevant to this action, Rogero, has been the President and has controlled the day-to-day operations of Florida Roof Specialists, Inc. as further described above in Paragraphs 14 through 45.

139. Therefore, Rogero is individually liable for the unfair and deceptive acts referenced above in Paragraphs 14 through 45 and within this Count V because

he either directly participated in, controlled, or had the authority to control and had some knowledge of such acts or practices.

140. Defendants have willfully engaged in the unfair and deceptive acts and practices alleged herein and knew, or should have known, that the acts and practices alleged herein were and are unfair, deceptive, unconscionable, and prohibited by law.

141. Defendants have caused substantial injury to the public and will likely continue to cause injury and prejudice to the public.

142. Unless Defendants are temporarily and permanently enjoined from engaging further in the acts and practices complained of herein, their 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 that this Court:

- A. Enter a judgment in favor of the Attorney General and against Defendants, jointly and severally, as to Counts I through V.
- B. Award against Defendants, jointly and severally, such legal, equitable, or other relief as is just and appropriate pursuant to Section 501.207(3),

- Florida Statutes, including but not limited to restitution to consumers and disgorgement of all ill-gotten gains.
- C. Temporarily and permanently enjoin Defendants from filing construction liens on residential properties relating to Defendants' roofing services (including dissolving existing illegal lis pendens); and terminate illegal construction liens filed against residential properties for claims relating to Defendants' roofing services.
- D. Permanently enjoin Defendants and their officers, affiliates, agents, servants, employees, and those persons in active concert or participation with them who receive actual notice of this injunction, from engaging in any activity in the State of Florida which relates in any manner to marketing, selling, offering, providing, or accepting payment for the sale and/or repair and replacement of residential and commercial roofs; and from committing future violations of FDUTPA pursuant to Section 501.207(3), Florida Statutes.
- E. Find that the Assignment for Benefits Agreements which are the subject of this lawsuit are invalid, unenforceable, and void and that the Defendants have no right to collect payments from consumers in excess of the insurance deductible owed by consumers pursuant to the homeowners'

insurance policy; and that Defendants are subject to attorney's fees, pursuant to Section 627.7152, Florida Statutes.

F. Assess against Defendants, jointly and severally, civil penalties in the amount of Ten Thousand Dollars (\$10,000) for each violation in accordance with Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000) for each violation that victimized or attempted to victimize, a senior citizen in accordance with Section 501.2077, Florida Statutes.

G. Award the Attorney General reasonable attorneys' fees and costs pursuant to the provisions of Sections 501.2105 and 501.2075, Florida Statutes, against Defendants, jointly and severally, and as otherwise allowable by applicable statutes or law; and

H. Award such other and further relief as the Court deems just and proper, including all equitable relief allowed pursuant to Sections 501.207(3), Florida Statutes.

Dated this \_\_\_\_\_ day of September, 2025.

Respectfully Submitted,

**JAMES UTHMEIER**  
**ATTORNEY GENERAL**

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