

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,

v.

CASE NO:

FORT MYERS CONVERTIBLES, INC. D/B/A
SOFA BEDS & RECLINERS UNLIMITED, a
Florida Corporation, and LANE GRANITSTEIN,
an Individual, and JEFFREY GRANITSTEIN, an
Individual,

Defendants.

COMPLAINT

Plaintiff, OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (“Plaintiff” or the “Attorney General”), hereby sues Defendants, FORT MYERS CONVERTIBLES, INC. d/b/a SOFA BEDS & RECLINERS UNLIMITED (“Fort Myers Convertibles”), LANE GRANITSTEIN, an individual, and JEFFREY GRANITSTEIN (collectively, the “Individual Defendants” and together with Fort Myers Convertibles, the “Defendants”), and alleges the following:

1. The Attorney General brings this action pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes

("FDUTPA"), to obtain equitable relief including temporary and permanent injunctions, restitution, disgorgement of ill-gotten monies, civil penalties, attorney's fees and costs, and any additional statutory, legal, or equitable relief this Honorable Court deems proper.

INTRODUCTION

2. Defendants own and operate a furniture store that deceptively markets and sells nonrefundable furniture to consumers, orally promising delivery within six to eight weeks at their furniture store located at 14910 N Cleveland Avenue, North Fort Myers, Florida, knowing that they will not deliver the merchandise within that time or within a reasonable time.

3. Fort Myers Convertibles defines all of its merchandise as "special order," which can be found on the consumer's sales receipt.

4. Since late 2015, consumers reported experiencing a delay in receiving their merchandise, to the point that many consumers were no longer receiving their merchandise at all.

5. Instead of dealing with the numerous consumer complaints lodged against them, Defendants continued taking additional orders and victimizing more consumers, and have bilked consumers out of thousands of dollars.

JURISDICTION AND VENUE

6. This action is brought for and on behalf of the State of Florida, by the Attorney General pursuant to the provisions of FDUTPA.

7. This Court has subject matter and personal jurisdiction pursuant to the provisions of FDUTPA and Section 26.012, Florida Statutes.

8. Venue for this action properly lies in the Twentieth Judicial Circuit pursuant to the provisions of Sections 47.011 and 47.051, Florida Statutes as the individual Defendants reside in Lee County, some of the statutory violations occurred in Lee County, and the principal place of business for the company is in Lee County.

9. At all material times to this Complaint, the Defendants engaged in trade or commerce as defined by Section 501.203(8), Florida Statutes.

10. At all material times to this Complaint, the Defendants directly and indirectly advertised, solicited, consumers in the State of Florida and across the country as defined in section 501.203(7). Florida Statutes.

11. At all material times to this Complaint, the Defendants engaged in trade or commerce as defined in section 501.203(8), Florida Statutes.

12. At all material times to this Complaint, the Defendants provided, offered, or distributed, goods and services as defined in section 501.203(8), Florida Statutes.

13. Pursuant to sections 95.11(3) and 501.207(5), Florida Statutes, the Defendants' actions material to this Complaint have occurred within four (4) years of the filing of this action.

14. Accordingly, the Defendants are subject to the provisions of FDUTPA.

15. As set forth in greater detail herein, the Individual Defendants controlled or had the authority to control Fort Myers Convertibles' operations, or directly participated in Fort Myers Convertibles' deceptive acts and practices, or both, and possessed actual or constructive knowledge of all material acts, practices, and activities complained of herein.

PARTIES

I. PLAINTIFF

16. The Attorney General is an enforcing authority under FDUTPA, and is authorized to bring this action and seek injunctive and other statutory relief pursuant to Sections 501.207, 501.2075 and 501.2077, Florida Statutes.

17. Pursuant to section 501.203(2), Florida Statutes, the alleged statutory violations occurred in or affected residents of more than one judicial circuit in the State of Florida.

18. The Attorney General has conducted an investigation and determined that an enforcement action serves the public interest, as required by Section 501.207(2), Florida Statutes

II. DEFENDANTS

19. Defendant Fort Myers Convertibles is an active Florida company organized under the laws of Florida on March 11, 1985, with a principal place of business located at 14910 N Cleveland Avenue, North Fort Myers, Florida.

20. At all times material hereto, Fort Myers Convertibles has conducted business from within the state of Florida.

21. Defendant Jeffrey Granitstein (“J. Granitstein”) is an adult male over the age of twenty-one, resides in Fort Myers Beach, Lee County, Florida, is not in the military, and is otherwise *sui juris*.

22. Defendant J. Granitstein is an owner, officer, manager, and registered agent of Fort Myers Convertibles.

23. Defendant J. Granitstein is a signatory on Fort Myers Convertibles’ bank accounts.

24. At all material times hereto, Defendant J. Granitstein directly participated in the deceptive and unfair acts and practices complained of herein and controlled or had the ability to control the actions and practices of Fort Myers Convertibles. Defendant J. Granitstein had actual and legal authority and control over the acts and practices at issue, as well as personally participated in the actions at issue herein.

25. In addition, J. Granitstein had knowledge and awareness that Fort Myers Convertibles' actions were misleading and deceptive.

26. Defendant Lane Granitstein ("L. Granitstein") is an adult male over the age of twenty-one, resides in Fort Myers Beach, Florida, is not in the military, and is otherwise *sui juris*.

27. Defendant L. Granitstein is an owner, officer, and manager of Fort Myers Convertibles.

28. Defendant L. Granitstein is a signatory on Fort Myers Convertibles' bank accounts.

29. Fort Myers Convertibles is the owner of the Fictitious Name "Sofabeds & Recliners Unlimited" ("Sofabeds"), registered by Lane Granitstein with the Florida Department of State on April 28, 2017.

30. On or about June 2017, Defendant J. Granitstein transferred ownership of the building located at 14910 N. Cleveland Avenue, North Fort Myers, Florida 33903, where furniture is sold to consumers; Defendant L. Granitstein, sold the building on June 27, 2018.

31. Defendant L. Granitstein also responded to consumer complaints sent to Fort Myers Convertibles by the Better Business Bureau, Attorney General, and the Florida Department of Agriculture and Consumer Services.

32. Defendant L. Granitstein has also appeared in small claims court representing Fort Myers Convertibles, where he has sued consumers for canceling their order and where he has been sued by consumers who have not received their merchandise.

33. At all material times hereto, Defendant L. Granitstein directly participated in the deceptive and unfair acts and practices complained of herein and controlled or had the ability to control the actions and practices of Fort Myers Convertibles. Defendant L. Granitstein had actual and legal authority and control over the acts and practices at issue, as well as personally participated in the actions at issue herein.

34. In addition, L. Granitstein had knowledge and awareness that Fort Myers Convertibles' actions were misleading and deceptive.

35. Defendants engaged in the business of selling made-to-order furniture to consumers in Florida and elsewhere through their retail store in Fort Myers.

36. Defendants did business under the website name: www.SofabedsandReclinersUnlimited.com (not currently active).

DECEPTIVE AND UNFAIR ACTS AND PRACTICES

37. Defendants, through their agents and affiliates and the direct actions of Defendant J. Granitstein and Defendant L. Granitstein, engaged in a deliberate and systematic pattern of misleading and deceiving consumers regarding the time frame

for shipping and delivery; failed to ship/deliver paid-for goods; and failed to issue refunds to consumers who paid in full and did not receive the purchased goods.

38. Defendants knew that they were behind on payments to their suppliers/manufacturers, who were unwilling to take new orders without advance payment from Defendants, which Defendants failed to provide.

39. Contrary to their representations to consumers, Defendants also knew that many of the orders placed with their suppliers were not actually special order, but were rather in-stock merchandise that would be available for immediate shipment.

40. Despite having knowledge and awareness that their supplier relationships had deteriorated and they would be unable to ship furniture orders within the represented period of time, Defendants continued accepting orders, charging consumers, and failing to provide consumers with the paid-for goods.

41. At all times material hereto, Defendants knew or should have known they would not be able to fulfill consumers' orders, and deliver the merchandise consumers had paid for, within a reasonable period of time.

42. Beginning in as early as October 2015, consumers complained to Defendants and filed complaints with the Better Business Bureau ("BBB") against Fort Myers Convertibles. Numerous consumers complained about placing orders for

made-to-order furniture, paying for their orders, and not receiving the paid-for goods.

43. For more than two years, Defendants continued accepting orders from new consumers, continued taking consumers' money, continued making misrepresentations to consumers regarding the status of their orders, continued giving consumers false delivery dates, and failed to issue refunds when requested.

44. Defendant L. Granitstein knew that consumer complaints were increasing when Plaintiff contacted Defendants in mid-2017, he knew that unfilled orders and failure to get a refund were the two primary types of complaints, and he knew that consumer complaints continued to rise throughout the end of 2017. Nevertheless, Defendants never put a system in place to rectify those complaints and continued taking new orders.

45. Defendant J. Granitstein also knew that consumer complaints were increasing when Plaintiff contacted Defendants in mid-2017, he knew that unfilled orders and failure to get a refund were the two primary types of complaints, and he knew that consumer complaints continued to rise throughout the end of 2017. Nevertheless, Defendants never put a system in place to rectify those complaints and continued taking new orders.

Sales and Advertising

46. Defendants advertise made-to-order furniture and “special order” items at their retail store.

47. Inside the furniture store, Defendants orally promise consumers that furniture purchases will be delivered within six to eight weeks. However, when consumers place an order, they are not told that the Defendants are knowingly unable to fulfill orders in that time frame (or at all).

48. Further, Defendant Fort Myers Convertibles falsely, unfairly, and deceptively fail to inform consumers that they consider most (if not all) of their products to be “special order” and thus not refundable or cancelable. Such representation is also false and misleading in that Defendants’ suppliers do not actually consider most of their items “special order.”

49. Defendants’ misrepresentations and omissions of material terms is a deceptive practice used to induce Florida consumers into purchasing furniture from their store. When consumers place an order with the Defendants, they are at the mercy of the Defendants as to when they will receive their furniture. Consumers are unaware of potential delays until after they pay for their furniture and eight weeks have passed with no delivery.

50. Defendants have intentionally sold furniture and made false promises to consumers, knowing that they are behind on payments to their suppliers and unable to fulfill the consumers' orders within the promised time frame (or at all).

Defendants' Pattern of Misleading Consumers Continues with Defendants Failing to Deliver Paid-for Goods and Failing to Issue Refunds

51. For example, Consumer Lund purchased a wall hugger recliner with matching headrest and arm covers on November 22, 2016. Fort Myers Convertibles charged Lund \$604.14 for her order at the point of sale.

52. Defendant L. Granitstein promised Lund that it would take four to six weeks for her order to be delivered. After waiting eight weeks, Lund contacted Fort Myers Convertibles several times to inquire regarding the status of her order, and all she received from Defendants were a series of misrepresentations and empty promises.

53. For example, on or about January 2017, Lund was told the manufacturer was behind on orders; when she contacted Defendants again in April 2017, she was told that her order would be at the store in July. After not receiving her furniture, consumer Lund contacted Fort Myers Convertibles in July, August, September, and October 2017 and was given excuses such as her item being on back order, and fabric and trucking issues.

54. On November 6, 2017, almost a year after still not receiving her order, Lund called and requested a refund. Defendant L. Granitstein advised her that if the

order was not delivered by December 8, 2017, that he would issue her a full refund. The next day she personally went to the store and had Defendant L. Granitstein write on the receipt that he would give her a refund if she did not receive her furniture.

55. Patiently waiting, and seeing that Fort Myers Convertible did not deliver her furniture nor issue her a refund, Lund went to the store on December 12, 2017, where Defendant, L. Granitstein told her, "I am not returning your money. I don't return any money on special orders." When Lund reminded L. Granitstein that he had signed the receipt promising a refund, he stated, "Just go ahead and sue me! You can't win!" As of January 2018, Lund had not received her furniture or a refund.

56. Similarly, consumer Manuel is another victim of Defendants' deceptive and unfair practices. Manuel chose Fort Myers Convertibles because she is a supporter of local businesses. She thought Fort Myers Convertibles would be convenient, reliable, and the delivery process would be fast and uneventful. Unfortunately, that was not the case.

57. Consumer Manuel placed her order with Fort Myers Convertibles on January 20, 2017. She purchased a sofa, loveseat, recliner, coffee table and two end tables. Defendant L. Granitstein told Manuel that all specially requested items would take four to six weeks for the furniture to be delivered. Manuel paid \$3,338.62 in cash.

58. After six weeks, consumer Manuel contacted Fort Myers Convertibles to inquire about her order. This was the first of many calls she made to them. Approximately six months later, on or about June 2017, consumer Manuel requested a refund; she was told by the Defendants that she would not get her money back and that if she sued them she would lose.

59. As of January 2018, Manuel had not received her furniture or received a refund. Defendants knowingly took Manuel's payment knowing they would be unable to fulfill her order within a reasonable time frame (or at all), and to date have failed to deliver the goods and failed to issue a refund.

Defendants' Endless Excuses Often Blaming Their Supplier

60. Defendants routinely mislead consumers regarding the status of their orders and string consumers along for months with a series of excuses and empty promises. Often, Defendants blame the manufacturer, their supplier, for the cause of delay.

61. For example, consumer Lagasse is another victim of Defendants' deceptive and unfair practices, where Defendant L. Granitstein continuously told Lagasse that the order he placed on December 3, 2016 is "on the next truck."

62. After calling the Defendants every other week regarding the status of his order, Defendants finally provided Lagasse the "order number" Fort Myers Convertibles submitted to its manufacturer, Best Home Furnishings, in November

2017, almost one year after Lagasse purchased his items from Fort Myers Convertibles.

63. Consumer Lagasse then contacted the manufacturer, Best Home Furnishings, located in Ferdinand, Indiana and provided the order number Defendant L. Granitstein had given to him, only to find out from Best Home Furnishings that they had received his order, however the order was unilaterally canceled by Fort Myers Convertibles.

64. To date, Lagasse has not received the items he purchased from Fort Myers Convertibles.

65. Upon information and belief, Best Home Furnishings typically takes three to five days to build their furniture after receiving an order. Best Home Furnishings has confirmed any cause in delay regarding the manufacturing and delivery of its furniture to Fort Myers Convertibles was due to Fort Myers Convertibles' failure to pay.

66. To date, Best Home Furnishings is owed thousands of dollars by Fort Myers Convertibles and has terminated its relationship with Fort Myers Convertibles.

67. Brick City Furniture, located in Ocala, Florida, is another one of Fort Myers Convertibles' suppliers. Brick City Furniture will no longer take orders

without payment in advance as the Defendants owe the supplier over \$10,000 for unpaid merchandise.

68. Yet another supplier, Coaster Fine Furniture, maintains that none of the items it sells to Fort Myers Convertibles are considered special order and that all merchandise is in its warehouse, ready to ship out to the retailer, i.e. Fort Myers Convertibles. This supplier is owed thousands of dollars and has stopped doing business with the Defendants as of February 2017.

69. Beginning in 2015, the delivery time for when Fort Myers Convertibles' consumers received their furniture was unreasonably delayed to the point that many consumers no longer could use the furniture as they had to purchase elsewhere. This issue became increasingly worse at the end of 2016 and continues to be a problem.

70. At all material times, Defendants continued taking orders and funds from consumers when they knew or should have known that they would not be able to ship the merchandise.

Individual Defendants Were Aware of the Consumer Complaints, Failed to Address the Consumer Complaints, Continued Making False Representations, and Continued Taking Consumers' Money and Failing to Fulfill Orders

71. Beginning as early as October 2015, consumers complained to Defendants directly through email and phone calls and filed complaints with the Better Business Bureau, which were forwarded directly to the Defendants.

Consumers complained about not receiving the paid-for goods within the timeframe specified, and unhelpful or unresponsive customer service.

72. Defendants were aware of the volume of consumer complaints and their inability to address the complaints as they responded to both the Attorney General and the Better Business Bureau with their endless excuses.

73. Further, Defendants J. Granitstein and L. Granitstein were aware that they were accepting orders that they could not fulfill as promised. The Individual Defendants used these new orders to keep their business afloat and pay their suppliers on old orders.

74. Defendants knew that consumers would not receive their furniture within a reasonable time (or at all), yet they continued to represent delivery times they knew would not be met to continue taking consumer funds.

75. Most of Defendants' customers are senior citizens who live in Fort Myers or the surrounding areas part-time. Defendants capitalize on this fact that their customers are senior citizens, who are seasonal residents, and take advantage of them; Defendants use their customers' absence from the state during the summer months to buy themselves more time to delay delivery of the merchandise.

76. For more than two years, Defendants took orders from consumers, took payments from consumers for those orders, routinely failed to provide consumers

with their paid-for orders, and failed to provide refunds to consumers when requested due to Defendants unreasonable delay in providing the furniture.

77. Defendants routinely misled consumers regarding the status of their orders and strung consumers along for weeks and months with a series of excuses and empty promises.

78. When consumers became frustrated and requested refunds after Defendants failed to deliver the goods that consumers had paid for in full, Defendants told consumers to sue them in small claims court.

79. Some consumers, who realized they would not get their furniture purchases in a timely manner, canceled their orders and were subsequently sued by the Defendants in small claims court.

80. Individual Defendants participated directly and indirectly through their affiliates, agents, employees, or other representatives, in the deceptive and unfair acts and practices of Fort Myers Convertibles, and, as set forth above, Individual Defendants controlled said acts and practices, and had the authority to control them.

81. Defendants had actual knowledge or constructive knowledge, fairly implied on the basis of objective circumstances, that said acts and omissions, and the acts and omissions of their employees, affiliates, agents, managers or representatives, were deceptive and unfair and prohibited by law. Defendants'

misrepresentations and omissions constitute deceptive and unfair acts or practices and violate FDUTPA.

82. Defendants' actions were likely to mislead consumers acting reasonably under the circumstances, and consumers were in fact misled.

83. The above-described acts and omissions of Defendants have injured and will likely continue to injure and prejudice the public and consumers in the State of Florida and elsewhere. In addition, Defendants have been unjustly enriched as a result of their deceptive acts or practices. Unless Defendants are enjoined from engaging further in the acts and practices complained of herein, the continued activities of Defendants will result in irreparable injury to the public and consumers in the State of Florida and elsewhere, for which there is no adequate remedy at law.

COUNT I
VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE
PRACTICES ACT

84. Plaintiff adopts, incorporates herein and realleges paragraphs 1 through 83 as if fully set forth hereinafter.

85. Section 501.204(1) of FDUTPA provides that, "unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

86. The provisions of FDUTPA shall be "construed liberally to promote the protection" of the "consuming public and legitimate business enterprises from those who engage in unfair method of competition, or unconscionable, deceptive, or unfair

acts or practices in the conduct of any trade or commerce.” § 501.202, Fla. Stat (2017).

87. Section 501.203(3) of the FDUTPA defines a violation as any violation of the Act or the rules adopted under the Act and may be based upon, among other things, “[a]ny law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices.”

88. Any person, firm, corporation, association, or entity, or any agent or employee thereof, who willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of \$10,000 for each such violation, or a civil penalty of \$15,000 for each such violation if the deceptive or unfair act or practice victimizes or attempts to victimize a senior citizen; willful violations occur when the person knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule. Sections 501.2075 and 501.2077 Fla. Stat.

89. In numerous instances in connection with the marketing, advertising and sale of furniture, Defendants misrepresented their ability to fulfill consumers’ orders within a reasonable time. Further, Defendants charged consumers at the point of sale and repeatedly failed to ship the goods consumers had been charged for.

90. In truth and in fact, Defendants repeatedly failed to deliver the orders consumers had paid in full for, repeatedly either failed to respond to consumers’ inquiries regarding their orders or responded with a series of further

misrepresentations and vague excuses, and routinely failed to provide refunds to consumers.

91. Moreover, when consumers requested a refund, Defendants continued stringing the consumers along with excuses and false promises and continued misleading consumers, through their statements, regarding the status of consumers' requests, and in numerous cases, Defendants simply chose to ignore those requests.

92. The above false representations and omissions were misleading to consumers acting reasonably under the circumstances, in violation of FDUTPA.

93. Defendants' acts and practices are **likely to mislead the consumer acting reasonably in the circumstances, to the consumer's detriment and also** offend established public policy and are immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers, in violation of FDUTPA.

94. Further, Defendants violated FDUTPA when consumers were misled to believe that only special-order items are non-refundable, when Defendants deem every item in their store special item; consumers only learn this fact after receiving their sales receipt.

95. Finally, Defendants violated FDUTPA by failing to refund consumers' payments for furniture orders that were never delivered.

96. The consumers, through representations made by Defendants, had no reason to believe that their furniture sales orders would not be fulfilled, or that they

would not receive refunds if Defendants failed to deliver the purchased furniture. Thus, the consumers could not have reasonably avoided the injury.

97. At all times material hereto, Defendants have engaged in deceptive and unfair practices when they solicited consumers to purchase the furniture, collected advance deposits and, in some instances, the full sales price of the furniture from consumers, knowing they would not deliver the product as promised within a reasonable period.

98. As described above, Defendants Fort Myers Convertibles, J. Granitstein and L. Granitstein have engaged in deceptive and unfair acts and practices likely to deceive a consumer acting reasonably in violation of the provisions of FDUTPA.

99. Unless Defendants are permanently enjoined from engaging further in the acts and practices complained of herein, Defendants' continued deceptive and unfair business practices will result in irreparable injury to the public and consumers in the State of Florida for which there is no adequate remedy at law.

100. Defendants' misrepresentations and omissions induced and misled consumers into purchasing Defendants' goods. Therefore, Defendants' misrepresentations and omissions constitute deceptive and unfair acts or practices in violation of FDUTPA.

101. Defendant J. Granitstein has actively controlled and/or has had the

ability to control Fort Myers Convertibles, including but not limited to, control of Fort Myers' Convertibles' bank accounts, managing the employees of Fort Myers Convertibles, directly selling consumers merchandise, and directly handling and addressing consumer complaints. Defendant J. Granitstein had knowledge and awareness of Fort Myers Convertibles' unfair and deceptive acts and practices.

102. Defendant L. Granitstein has actively controlled and/or has had the ability to control Fort Myers Convertibles, including but not limited to, managing the day to day operations of Fort Myers Convertibles, control of Fort Myers' Convertibles' bank accounts, directly selling consumers merchandise, and directly handling and addressing consumer complaints. Defendant L. Granitstein had knowledge and awareness of Fort Myers Convertibles' unfair and deceptive acts and practices.

103. Therefore, Defendants J. Granitstein and L. Granitstein are individually liable for Fort Myers Convertibles' violations of FDUTPA.

PRAYER FOR RELIEF

WHEREFORE, pursuant to FDUTPA, and the Court's own powers to grant legal or equitable relief, the Attorney General respectfully requests that the Court:

- A. Enter a judgment in favor of the Attorney General and against the Defendants jointly and severally on all counts;

- B. Enter an Order requiring the Defendants to return all monies received by the Defendants where the Defendants failed to deliver the merchandise;
- C. Permanently enjoin Defendants Fort Myers Convertibles, J. Granitstein, and L. Granitstein and their officers, affiliates, agents, servants, employees, attorneys and those persons in active concert or participation with them who receive actual notice of this injunction from selling furniture or alternatively taking new furniture orders from consumers until Fort Myers Convertibles can demonstrate the financial and actual ability to fulfill such orders within a reasonable time, and from committing future violations of FDUTPA;
- D. Award such relief as the Court finds necessary to redress injury to consumers resulting from the Defendants' violations of FDUTPA, including but not limited to, rescission or reformation of contracts, the refund of monies paid, restitution, and/or disgorgement of all monies received by Defendants where Defendants failed to deliver merchandise;
- E. Assess civil penalties in the amount of Ten Thousand Dollars (\$10,000.00) as prescribed by Section 501.2075, Florida Statutes, or Fifteen Thousand Dollars (\$15,000.00) for victimized senior citizens as

prescribed by Section 501.2077, Florida Statutes, for each act or practice found to be in violation of FDUTPA;

- F. Enter an order awarding the Attorney General its reasonable attorney's fees and costs incurred in maintaining this action; and
- G. Enter an order granting such other relief as this Honorable Court deems just and proper.

Dated this 30th day of July, 2018.

Respectfully submitted,

PAMELA JO BONDI
ATTORNEY GENERAL

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