

**IN THE CIRCUIT COURT OF THE 9th JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA**

ZAMENA KHAN

Case No. PENDING

Plaintiff

vs.

AFFORDABLE SOLAR,
ROOF, & AIR LLC and
DIVIDEND FINANCE INC.

Defendants

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Zamena Khan (hereinafter “Plaintiff”), in connection with this Complaint, pleads as follows:

INTRODUCTION

1. This is a consumer Complaint related to the Plaintiff, purchase of an unsuitable home solar panel system from Affordable Solar, Roof, & Air LLC, (Hereinafter “ASRA,” which includes all employees, contractors, agents, or apparent agents), who has refused to repair the damages and breaches caused in their illegal sale, as well as the deceptive installation of the system. The Plaintiff now understands ASRA to be a known bad actor in the home solar panel business – a fact about which Dividend Finance INC., (Hereinafter “Dividend”), the other Defendant, either knew, or should have known. One of the central allegations of this Complaint is that ASRA acted as an agent of the Defendants, Dividend, generally, and

specifically in connection with the in-home sale, and closed-circuit financing involved in this consumer transaction.

2. The fundamental basis for the filing of this Complaint is that ASRA, an in-home solar sale, and installation vendor made false promises of suitability of a solar system that was not suitable for the Khan home and that, in fact, has caused tens of thousands in financial damage that remains outstanding to this day, via a loan for a product in which they have seen no benefit as promised.

3. Further, ASRA made false promises to Plaintiff regarding elimination of their electric utility bill, and their federal tax credit eligibility and amounts of federal tax credit savings that Plaintiff would receive.

4. Dividend is liable under the FTC Holder Rule and the Florida equivalent for all the false promises, tortious acts, and illegal behavior that ASRA engaged in, (*see* 16 C.F.R. § 433.2 and Fla. Stat. § 673.3021).

5. Dividend, as an exclusive closed-circuit finance company of ASRA, and acted as the principal to its agent, ASRA, as it relates to the Plaintiff in-home solar system solicitation that is at issue in this Complaint. Dividend bears derivative liability for the wrongful underlying actions of its agent, ASRA, at issue in this Complaint. Dividend also bears derivative liability for the claims that Plaintiff possesses against ASRA by virtue of the holder in due course rules mentioned above.

6. This Action involves Plaintiff's home residence, located at 4604 Beach Blvd, Orlando, FL 32803.

7. This Complaint pleads the following causes of action under Florida law: (1) Breach of Contract; (2) Violation of Florida Statute § 501.022; (3) violations of the Florida Deceptive and Unfair Trade Practices (FDUPTA) Act; (4) Fraud in the Inducement; (5) Violation of Florida Statute § 501.022 (Dividend); (6) Breach of Contract (Dividend); (7) violations of the Florida Deceptive and Unfair Trade Practices (FDUPTA) Act (Dividend); (8) Fraud in the Inducement, (Dividend); (9) elder exploitation, (Defendants); (10) unjust enrichment (Dividend); (11) rescission (Defendants); and (12) a claim for injunctive relief against Dividend.

8. Defendants also failed to provide e-sign consent and other disclosures relating to the digital execution of contracts pursuant to Federal and State Law, specifically, Florida's Uniform Electronic Transaction Act¹ (UETA, Fla. Stat. § 668.50) and the Electronic Signatures in Global and National Commerce Act² (ESIGN Act, 15 USC § 7001).

¹ UETA applies to electronic records and electronic signatures related to a transaction. UETA, in short, governs most electronic signatures created, generated, received, or stored after July 1, 2000. As a threshold matter, it does not require the parties to do business electronically. It applies "only to transactions between parties each of which has agreed to conduct transactions by electronic means. Whether the parties agree to complete a transaction by electronic means is determined by the context and surrounding circumstances, including the parties' conduct. Fla. Stat. § 668.50 (emphasis added).

² Under the Federal E-SIGN Act, 15 USC § 7001, the consent required is specific. In consenting to do business digitally, a consumer must both [be] provided with a statement of the hardware and software requirements for access to and retention of the electronic records; and consent electronically, or confirm his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access information in the electronic form that will be used to provide the information that is the subject of the consent. 15 U.S.C.A. § 7001 (West). By

9. First, Plaintiff brings a breach of contract claim against ASRA for failing to use the finance company listed in the contract, and failing to provide \$250 cash back.

10. Second, Plaintiff bring forward a breach of FDUTPA cause of action against Dividend for the misrepresentations of material facts that Dividend's agent, ASRA, made to Plaintiff during the in-home sales presentation on or about July 10, 2023, as well as the continued lies after the Plaintiff continued to receive utility bills despite being promised they would cease.

11. Third, Plaintiff Complaints rescission of the residential sales agreement, and all ancillary financing agreements, that he entered with ASRA and/or Dividend on July 10, 2023, including a full refund of all money paid on this project, damages, and all attorney's fees paid related to this dispute. This rescission relief is based upon Dividend agent's, ASRA's, misrepresentations of material facts made to Plaintiff during the in-home sales presentation on July 10, 2023, as well as the material breaches of contract, and Dividend's failure to comply with the United States Electronic Signatures in Global and National Commerce (ESIGN) Act, as well as the Uniform Electronic Transactions Act (UETA).

failing to provide or obtain this specific intent, no electronic record or electronic signature can be effective between the parties.

12. Fourth, Plaintiff pleads fraud in the inducement for being told the contract would be for \$56,000.00, not \$80,000.00. ASRA offered deductions as a tax rebate which was never received, and Dividend's failure to comply with the United States Electronic Signatures in Global and National Commerce (ESIGN) Act, and the Uniform Electronic Transactions Act (UETA). Plaintiff were ultimately and fraudulently charged a total of \$127,837.01.

13. Next, Plaintiff brings a count of elder exploitation under Florida Law.

14. Lastly, Plaintiff alternatively pleads unjust enrichment, rescission, and an equitable claim for injunctive relief against Dividend, preventing the behavior of the Defendants, described in detail throughout the rest of the Complaint.

PARTIES

15. Plaintiff is a resident of Orange County, Florida. Mr. Khan is an Elderly and Vulnerable person under Florida law, has vision problems, and was never allowed to review the contract being paraphrased to her.

16. Defendant, Affordable Solar Roof & Air LLC, is a Florida limited liability company registered to conduct business as an LLC with the Florida Secretary of State. "ASRA" may be served through its registered agent with the Florida Secretary of State at: Joseph A Dazzio, III, 4914 Creekside Drive Ste. A, Clearwater, FL 33760.

17. Defendant, Dividend Finance INC. is a Delaware company registered to conduct business as a foreign corporation with the Florida Secretary of State. Dividend may be served through its registered agent with the Florida Secretary of State: Corporation Service Company, 1201 Hays Street, Tallahassee FL 32301.

JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction over Plaintiff claims because all material acts, the property, and the resulting damages described in this complaint took place in Orange County, Florida and exceed \$50,000.00 in loss. Venue is proper under Fla. Stat. § 48.193, and 28 U.S.C. § 1441(b).

ALLEGATION ONE:

ASRA IS LIABLE FOR BREACH OF CONTRACT AND THE DECEPTIVE AND UNFAIR PRACTICES WITH PLAINTIFF

19. On or about mid-July 2023, ASRA solicited via a door knock; an in-home sales presentation, and Plaintiff entered into a residential sales agreement with ASRA for the installation of a solar panel system at her home.

20. This residential sales agreement is attached to and incorporated into this Complaint as Exhibit “1”.

21. According to the residential sales agreement between Plaintiff and ASRA, Dividend’s agent, Plaintiff agreed to pay a \$56,000.00 with a tax rebate but were instead charged a total of \$127,837.01 over 25 years, financed in monthly

payments by ASRA's preferred finance company, Dividend, who was not the finance company listed on the agreement or presented to Ms. Khan.

22. Plaintiff kept (and continues to keep) her end of this bargain, making her required monthly payments since inception of the contract, but ASRA and Dividend have failed to live up to their end of the bargain completely. Plaintiff demands rescission, a refund, with interest, of all monies paid to Dividend under this loan, and other damages yet to be determined.

23. ASRA, acting as agent for Dividend, sold Plaintiff an unsuitable solar panel system for her home on July 10, 2023. Instead of disclosing to Plaintiff the fact that the solar panel system to be installed was insufficient to achieve the results promised, the ASRA salesman, instead, misrepresented the suitability of the system that it recommended to the Plaintiff for her particular home to make the sale.

24. ASRA stated that the system would eliminate the current electrical utility bills, and all Plaintiff would have to pay would be the monthly metering fees from the utility company. This is also the first time Ms. Khan had ever heard of a lender named Dividend.³ Plaintiff now has an additional payment to Dividend, and a monthly utility bill, doubling her energy costs.

³ Up until this time, the Claimants believed their loan was with En Fin and had never been given contracts or their required disclosures.

25. ASRA, while acting as the agent for Dividend, sold Plaintiff a solar system that was inadequate for their home on July 10, 2023. The solar system has been burdensome since installation and has alleviated zero utility bills as described.

26. ASRA, while acting as the agent for Dividend, sold Plaintiff a solar system, with the promise that she would receive a federal income tax refund from the solar tax credit to which this transaction would make her eligible, (a representation these unqualified actors had neither the skills nor the information to know). This was a material misrepresentation and a lie on the part of ASRA, Dividend's in-home sales agent.

27. Additionally, it was a material misrepresentation by omission was that if any money he received was recovered, it would need to be forfeited to Dividend to hopefully amount to an ambiguous "pre-payment" amount described in the Dividend agreement. If she failed to make this undisclosed "voluntary pre-payment," his loan would amortize and increase after eighteen (18) months.

28. Moreover, ASRA materially breached the contract by failing to use the lender listed in the agreement (En Fin), complete the project on schedule, and provide cash reimbursements for undisclosed insurance policies that would need to be purchased as a result of the panel installation.

29. ASRA is liable for the wrongful actions of its in-home sales agent, as pertains to Plaintiff and the claims pleaded in this Complaint.

30. Dividend is derivatively liable via agency and the Holder in Due Course Rules for all claims and defenses that can be brought against ASRA for the allegations contained within the four corners of this Complaint.

ALLEGATION TWO:

DIVIDEND IS LIABLE FOR THE CLAIMS ITS IN-HOME SALES AGENT, ASRA, COMITTED AGAINST PLAINTIFF

31. ASRA, acting as agent for Dividend, sold Plaintiff an unsuitable solar panel system for her home on July 10, 2023. Instead of disclosing to Plaintiff the fact that the ASRA system of 50 panels was deficient, the ASRA salesman, instead, misrepresented the suitability of the system that it recommended to Plaintiff for her home to make the sale. This constituted a violation of FDUTPA and constitutes fraud in the inducement, for which Dividend is derivatively liable to Plaintiff for violations of this statute, as evidenced by their own contract, which properly contains the HOLDER IN DUE COURSE DISCLAIMER, and as their principal.

32. ASRA, while acting as the agent for Dividend, sold Plaintiff a solar system, with the promise that she would receive a federal income tax refund from the solar tax credit to which this transaction would make her eligible. This was a material misrepresentation and another lie on the part of ASRA, Dividend's in-home sales agent. This, along with the continuing lie representing complete elimination of

their Energy bills, constituted a violation of FDUTPA, for which Dividend is derivatively liable to Plaintiff for damages.

33. Dividend is also derivatively liable to Plaintiff for breaches of contract for the reasons previously mentioned. These material breaches entitle Plaintiff to rescission of both the service and finance agreements.

34. Dividend is derivatively liable for ALL the wrongful actions of its in-home sales agent, ASRA, as it pertains to Plaintiff in the counts pleaded in this Complaint pursuant to 16 C.F.R. § 433.2, Fla. Stat. § 673.3021, and under agency law.

35. By reason of the foregoing, Plaintiff has been damaged in an amount to be determined at trial.

CAUSES OF ACTION

COUNT I

VIOLATION OF HOME SOLICITATION SALE: PERMIT REQUIRED. FLA. STAT. 501.022

Plaintiff re-allege and incorporate paragraphs 1-35.

36. On or about July 10, 2023, ASRA violated Fla. Stat. 501.022 against Plaintiff by engaging in illegal door-to-door solicitation, and this sale ultimately led to a fraudulent and deceptive sale of consumer goods, as well as other violations.

37. Fla. Stat. § 501.021 states, “It is unlawful for any person to conduct any home solicitation sale, as defined in § 501.021...in this state without first obtaining a valid home solicitation sales permit.”

38. ASRA, and derivatively, Dividend violated the above-mentioned statute, which renders the contracts voidable, allowing for rescission.

39. Plaintiff demands the remedy of rescission of contract for ASRA, and derivatively Dividend’s violation of Fla. Stat. 501.022.

40. Plaintiff is, therefore, entitled to void this contract and a refund of all monies paid under it, along with an award of pre and post judgment interest and an award of all reasonable attorney’s fees incurred in this dispute.

COUNT II – BREACH OF CONTRACT AS TO ASRA

Plaintiff re-alleges and incorporate paragraphs 1-35.

41. ASRA has committed a material breach of its agreement with Plaintiff by selling her a system for \$80,000.00, when the agreed upon price was \$56,000.00.

42. ASRA has committed a material breach of its agreement with Plaintiff by using a different lender than the one listed in the contract.⁴

43. ASRA committed a material breach of its agreement with Plaintiff by falsely promising them that they would receive a federal income tax rebate from the solar tax credit to which this transaction would make her eligible.

⁴ This likely involves forgery, but Plaintiff does not have the evidence to plead that cause of action at this time.

44. ASRA materially breached their agreement by continuing to lie about the complete elimination of the utility bill, as evidenced by the subsequent bills from the utility company to Plaintiff, after the panels were installed and increased electric bills were being received.

45. Plaintiff demands rescission of contract for ASRA, Dividend's in-home sales agents', material breaches of their agreements.

WHEREFORE, Plaintiff is entitled to rescission of this contract and a refund of all monies paid under it, along with an award of pre and post judgment interest and an award of all reasonable attorney's fees incurred in this dispute.

COUNT III AS TO ASRA

VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES (FDUPTA) ACT, FLA. STAT. 501.201

Plaintiff re-alleges and incorporates paragraphs 1-35.

46. A consumer's claim for damages under FDUTPA has three elements: (1) a deceptive act or unfair practice; (2) causation; and (3) actual damages.

47. The high-pressured in-home sales tactics, material misrepresentations, E-Sign Act Violations made to Plaintiff constitute deceptive acts or unfair practices under FDUPTA.

48. The sale of a hazardous and unsuitable solar system that ASRA pressured Plaintiff into accepting after multiple misrepresentations constitutes a deceptive act or unfair practice under FDUPTA.

49. The false promises of federal income tax credit refunds and electric bill elimination that ASRA made to Plaintiff constitute deceptive acts or unfair practices under FDUPTA.

50. ASRA Forever also unfairly and deceptively solicited Plaintiff's business by proposing the purchase price was \$56,000.00, when the real cost was \$80,000.00.

51. ASRA Forever also unfairly and deceptively switched lenders from En Fin to Dividend without informing her or allowing her to read the contracts prior to execution.

52. These unfair and deceptive trade practices that Dividend's agent, ASRA, engaged in viz a viz Plaintiff, induced their reliance during this July 10, 2023, in home sales presentation and caused Plaintiff actual and non-monetary damages.

WHEREFORE, Plaintiff, on their FDUPTA claim, demands an award of all damages to be proven at jury trial in this matter, an award of pre and post judgment interest, full rescission of all contracts, costs, and an award of all reasonable attorney's fees incurred in this dispute.

COUNT IV AS TO ASRA

FRAUD IN THE INDUCEMENT

Plaintiff re-alleges and incorporates ¶ 1-35, and ¶ 46-52.

53. A consumer's claim for fraud in the inducement in Florida requires; (a) a misrepresentation of a material fact; (b) that the representor of the misrepresentation knew or should have known of the statement's falsity; (c) that the representor intended that the representation would induce another to rely and act on it; and (d) that the plaintiff suffered injury in justifiable reliance on the representation.⁵

54. ASRA, as an apparent agent of Dividend, gave an in-home sales presentation at the Plaintiff's residence located at 4604 Beach Blvd, Orlando, FL 32803 on July 10, 2023.

55. Defendants, throughout the solicitation process, and up until the date of the execution on July 10, 2023, made material misrepresentations through omission and commission to induce the execution of both contracts to purchase and install the solar panel system.

56. Even weeks after the installation, Defendants intentionally misled Plaintiff, by repeatedly affirming that Plaintiff should not be receiving any more power bills from her utility company. She should only be paying metering fees, and in fact, the power company should be paying her for all the power they are generating back to the "grid." It is the equivalent of stealing and hiding something from someone and then helping them look for it.

⁵ See *Hillcrest Pac. Corp. v. Yamamura*, 727 So.2d 1053 (Fla. 4th DCA 1999).

57. Defendants would send Plaintiff on wild goose chases to ask customer service representatives who were ignorant as to the specifications of the equipment or lending laws. These agents would intentionally delay her further, to wear her down until she gave up, or until claims would be time barred.

58. Plaintiff was told the price of the system was \$56,000.00. Defendants knew or should have known that these representations would never be honored.

59. Plaintiff was deceitfully induced to sign the agreement (that she was not allowed to read) by being told she was being charged \$56,000.00 for the system, with a tax rebate. She was ultimately charged over one hundred thousand dollars after interest, a price she never would have agreed to if it were honestly disclosed.

60. Defendant switched the lender named in the contract without informing Plaintiff of the change or even adjusting the contract.⁶

61. But for the deception, misrepresentations, and high-pressured sales tactics of the Defendants, Plaintiff would have never agreed to enter such long, expensive, and risky contracts.

62. Plaintiff justifiably relied on these misrepresentations when deciding to purchase the system. Defendants, as specialists in the solar panel industry and based on prior notice⁷, knew or should have known these representations to be false.

⁶ NOTE: The ASRA contract includes a power of attorney which was never properly executed.

⁷ Dividend has been on notice of this fraud in the industry since at least 2019, *see Mattlage v. Dividend Solar Fin.*, CASE NO. 6:19-CV-00409-ADA (W.D. Tex. Dec. 2, 2019).

63. Defendants' false promises of federal income tax credit refunds made to Plaintiff were also a material misrepresentation made to induce her into executing the contract. Defendants had no knowledge of Plaintiff's finances, nor were they CPAs or accountants. They had no way of knowing if Plaintiff would even qualify for a tax return, much less a government cash rebate based upon her financial eligibility.

64. While filling out the contracts, Defendants prevented Plaintiff from thoroughly reviewing the contract by not allowing her the time or space to read the electronically executed agreements. Defendants retained possession of the equipment used for execution (possibly with forged signatures) and scrolled through the documents without stopping and allowing Plaintiff the proper review of the disclosures, disclaimers, terms, conditions, and notices etc...

65. Defendants explained the contracts in his own words, assuring the Plaintiff that he could be trusted, and that he had disclosed and explained all important contractual obligations. All while actively pressuring Plaintiff into signing quickly by claiming that time was of the essence.

66. These false promises were motivated by money. If ASRA could obtain the executed installation and finance agreements, they would receive in excess of \$80,000.00 for an inferior and overpriced product, which will balloon in price due to the interest profited by the lending agreement over the next 25 years.

67. These asset acquisitions that will then be leveraged in Dividend's portfolio only increase their wealth and worth, while denying liability through proxy of unqualified and dishonest contractors. All at the expense of the consumer, who pays for shoddy work and unnecessary, increased expenses and damages.

68. These fraudulent inducements that Dividend's agent, ASRA, engaged in viz a viz Plaintiff, induced her reliance during this July 10, 2023, in home sales presentation and caused Plaintiff actual economic and non-economic damages.

WHEREFORE, Plaintiff, on their fraud in the inducement claim, demands an award of all damages to be proven at jury trial in this matter, an award of pre and post judgment interest, full rescission of ALL contracts, costs, punitive damages, and an award of all reasonable attorney's fees incurred in this dispute.

COUNT V AS TO DIVIDEND

VIOLATION OF HOME SOLICITATION
SALE: PERMIT REQUIRED. FLA. STAT. 501.022

Plaintiff re-allege and incorporate paragraphs 1-40.

69. On or about July 10, 2023, ASRA violated Fla. Stat. 501.022 against Plaintiff by engaging in illegal door-to-door solicitation, and this sale ultimately led to a fraudulent and deceptive sale of consumer goods, as well as other violations.

70. Fla. Stat. § 501.021 states, "It is unlawful for any person to conduct any home solicitation sale, as defined in § 501.021...in this state without first obtaining a valid home solicitation sales permit."

71. ASRA, and derivatively, Dividend violated the above-mentioned statute, which renders the contracts voidable, allowing for rescission.

72. Plaintiff demands jury trial and the remedy of rescission of contract for ASRA, and derivatively Dividend's violation of Fla. Stat. 501.022.

WHEREFORE, Plaintiff is entitled to void this contract and a refund of all monies paid under it, along with an award of pre and post judgment interest and an award of all reasonable attorney's fees incurred in this dispute.

COUNT VI – BREACH OF CONTRACT AS TO DIVIDEND
VIA THE HOLDER IN DUE COURSE RULE

Plaintiff re-alleges and incorporate paragraphs 1-35 and ¶ 41-45.

73. ASRA has committed a material breach of its agreement with Plaintiff by selling her a system for \$80,000.00, when the agreed upon price was \$56,000.00.

74. ASRA has committed a material breach of its agreement with Plaintiff by using a different lender than the one listed in the contract.

75. ASRA committed a material breach of its agreement with Plaintiff by falsely promising her that she would receive a federal income tax rebate from the solar tax credit to which this transaction would make her eligible.

76. ASRA materially breached their agreement by continuing to lie about the complete elimination of the utility bill, as evidenced by the subsequent bills from the utility company to Plaintiff, after the panels were installed and increased electric bills were being received.

77. Plaintiff demands jury trial and rescission of contract for ASRA, Dividend's in-home sales agents', material breaches of their agreements.

WHEREFORE, Plaintiff is entitled to rescission of this contract and a refund of all monies paid under it, along with an award of pre and post judgment interest and an award of all reasonable attorney's fees incurred in this dispute.

COUNT VII AS TO DIVIDEND VIA
HOLDER IN DUE COURSE RULE

VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE
PRACTICES (FDUPTA) ACT, FLA. STAT. 501.201

Plaintiff re-alleges and incorporates ¶ 1-52.

78. A consumer's claim for damages under FDUTPA has three elements: (1) a deceptive act or unfair practice; (2) causation; and (3) actual damages.

79. The high-pressured in-home sales tactics, material misrepresentations, E-Sign Act Violations made to Plaintiff constitute deceptive acts or unfair practices under FDUPTA.

80. The sale of a hazardous and unsuitable solar system that ASRA pressured Plaintiff into accepting after multiple misrepresentations constitutes a deceptive act or unfair practice under FDUPTA.

81. The false promises of federal income tax credit refunds and electric bill elimination that ASRA made to Plaintiff constitute deceptive acts or unfair practices under FDUPTA.

82. ASRA Forever also unfairly and deceptively solicited Plaintiff's business by proposing the purchase price was \$56,000.00, when the real cost was \$80,000.00 while violating the door to door solicitation statute, designed to protect vulnerable adults from just this type of predatory conduct.

83. ASRA Forever also unfairly and deceptively switched lenders from En Fin to Dividend without informing her or allowing her to read the contracts prior to execution.

84. These unfair and deceptive trade practices that Dividend's agent, ASRA, engaged in viz a viz Plaintiff, induced her reliance during this July 10, 2023, in home sales presentation and caused Plaintiff actual economic and non-economic damages.

WHEREFORE, Plaintiff, on their FDUPTA claim, demands an award of all damages to be proven at jury trial in this matter, an award of pre and post judgment interest, full rescission of all contracts, costs, and an award of all reasonable attorney's fees incurred in this dispute.

COUNT VIII

FRAUD IN THE INDUCEMENT AS TO DIVIDEND VIA
HOLDER IN DUE COURSE RULE

Plaintiff re-alleges and incorporates ¶ 1-35 and ¶ 46-68.

85. A consumer's claim for fraud in the inducement in Florida requires; (a) a misrepresentation of a material fact; (b) that the representor of the

misrepresentation knew or should have known of the statement's falsity; (c) that the representor intended that the representation would induce another to rely and act on it; and (d) that the plaintiff suffered injury in justifiable reliance on the representation.

86. ASRA, as an apparent agent of Dividend, gave an in-home sales presentation at the Plaintiff's residence located at 4604 Beach Blvd, Orlando, FL 32803 on July 10, 2023.

87. Defendants, throughout the solicitation process, and up until the date of the execution on July 10, 2023, violated Florida laws, while making material misrepresentations through omission and commission to induce the execution of both contracts to purchase and install the solar panel system.

88. Even weeks after the installation, Defendants intentionally misled Plaintiff, by repeatedly affirming that Plaintiff should not be receiving any more power bills from her utility company. She should only be paying metering fees, and in fact, the power company should be paying her for all the power they are generating back to the "grid." It is the equivalent of stealing and hiding something from someone and then helping them look for it.

89. Defendants would send Plaintiff on wild goose chases to ask customer service representatives who were ignorant as to the specifications of the equipment

or lending laws. These agents would intentionally delay her further, to wear her down until she gave up, or until claims would be time barred.

90. Plaintiff was told the price of the system was \$56,000.00. Defendants knew or should have known that these purchases would never be honored.

91. Plaintiff was deceitfully induced to sign the agreement (that she was not allowed to read) by being told she was being charged \$56,000.00 for the system, with a tax rebate. She was ultimately charged over one hundred thousand dollars, a price she never would have agreed to if it were honestly disclosed.

92. Defendant switched the lender named in the contract without informing Plaintiff of the change, or even adjusting the contract to reflect the swap.

93. But for the misrepresentations and high-pressured sales tactics of the Defendants, Plaintiff would have never agreed to enter such long, expensive, and risky contracts.

94. Plaintiff justifiably relied on these misrepresentations when deciding to purchase the system. Defendants, as specialists in the solar panel industry and based on prior notice, knew or should have known these representations to be false.

95. Defendants' false promises of federal income tax credit refunds made to Plaintiff were also a material misrepresentation made to induce her into executing the contract. Defendants had no knowledge of Plaintiff's finances, nor were they CPAs or accountants. They had no way of knowing if Plaintiff would even qualify

for a tax return, much less a government cash rebate based upon her financial eligibility.

96. While filling out the contracts, Defendants prevented Plaintiff from thoroughly reviewing the contract by not allowing her the time or space to read the electronically executed agreements. Defendants retained possession of the equipment used for execution (possibly forged signatures) and scrolled through the documents without stopping and allowing Plaintiff the proper review of the disclosures, disclaimers, terms, conditions, and notices etc...

97. Defendants explained the contracts in his own words, assuring the Plaintiff that he could be trusted, and that he had disclosed and explained all important contractual obligations. All while actively pressuring Plaintiff into signing quickly by claiming that time was of the essence.

98. These false promises were motivated by money. If ASRA could obtain the executed installation and finance agreements, they would receive more than \$80,000.00 for an inferior and overpriced product, which will balloon in price due to the interest profited by the lender Dividend over the next 25 years.

99. These asset acquisitions that will then be leveraged in Dividend's portfolio only increases their wealth and worth, while denying liability through proxy of unqualified and dishonest contractors. All at the expense of the consumer, who pays for shoddy work and unnecessary, increased expenses and damages.

100. These fraudulent inducements that Dividend's agent, ASRA, engaged in viz a viz Plaintiff, induced her reliance during this July 10, 2023, in home sales presentation and caused Plaintiff actual and non-monetary damages.

WHEREFORE, Plaintiff, on their fraud in the inducement claim, demands an award of all damages to be proven at jury trial in this matter, an award of pre and post judgment interest, full rescission of ALL contracts, costs, punitive damages, and an award of all reasonable attorney's fees incurred in this dispute.

COUNT IX

ELDER EXPLOITATION AS TO ALL DEFENDANTS

Plaintiff re-alleges and incorporates all preceding paragraphs.

101. Zamana Khan is over sixty-eight (68) years of age and qualifies for protection against elder exploitation under Fla. Stat. § 825.103, § 772.11, § 415.1111, and § 501.2077.

102. Defendants had a business relationship with the Plaintiff, thereby establishing a fiduciary relationship that imposed a duty to act in the Elderly Person's best interests. Defendants knowingly obtained Ms. Khan's credit score without her knowledge, and then set out to deprive her permanently of the use of her funds, assets, and/or property.

103. Despite this, Defendants took advantage of the Elderly Person's age, frailty, diminished cognitive/physical abilities, technological illiteracy, and her language barrier.

104. The misrepresentations made induced Ms. Khan into a deal that was nothing like what was written in her contract, and her unfamiliarity with e-signature software made it even more difficult to ascertain what the terms actually were. She relied on the Defendants, their agents, and has suffered damages as a result.

105. Plaintiff never laid eyes on the Dividend agreement. It was entered into on her behalf by the solar company and specifically, Brandon Welsh.

106. Notice of elder exploitation and demand has been made pursuant to Fla. Stat. § 772.11.

107. The Defendants, with the intent to deceive and defraud, engaged in the following activities:

- a. Misappropriation of the Elderly Person's funds through aggressive and deceptive sales tactics.
- b. False representation of financial benefits, incentives, and loan information.
- c. Fraudulent acquisition of assets belonging to the Elderly Person by knowingly misrepresenting that Plaintiff would receive benefits including all but elimination of their electricity bill, the actual price of

the system, the true lender, and government incentives for purchasing solar. Benefits Ms. Khan would never receive.

d. Manipulation of the Elderly Person through false pretenses.

The Plaintiff demands jury trial on the right to rescind for actual damages, punitive damages, statutory damages, attorney's fees, and costs, and for any other relief this Court deems proper.

As a result of the Defendants' actions, the Elderly Person has suffered significant financial losses and emotional distress. These damages include, but are not limited to, the loss of assets, destruction of exemplary credit, depletion of financial resources, detrimental and exorbitant loans, and mental anguish.

108. Zamana Khan, on her elder exploitation claim, demands jury trial for the following:

- a. Restitution of all misappropriated funds and assets, and rescission of all contracts.
- b. Compensatory damages for financial damages, including pain and suffering.
- c. Punitive damages as deemed appropriate by the jury or court.
- d. Attorney's fees plus pre and post judgment interest.
- e. Any other relief this Court deems appropriate.

COUNT X

IN THE ALTERNATIVE: UNJUST ENRICHMENT AS TO DIVIDEND

Plaintiff re-alleges and incorporates ¶ 1-35, ¶ 46-68, and ¶ 78-100.

109. Plaintiff was induced into a transaction with Defendant Dividend, through its apparent agent, ASRA, involving the installation of a solar panel system at Plaintiff's residence.

110. Plaintiff conferred and continues to confer a benefit upon Dividend through timely monthly payments spanning a 25-year period pursuant to the contract for the solar panel system, which was financed by Dividend.

111. Dividend, through its apparent agency with ASRA, was involved in providing a solar panel system that was unsuitable, causing substantial damage to Plaintiff(s)' home and financial detriment.

112. Dividend has knowingly accepted and retained this benefit after notice (in violation of 15 U.S.C. § 1692 et. seq.) and under circumstances where it would be inequitable for them to retain it, particularly given the allegations of misrepresentation, and failure to deliver the promised price, products, efficiency, and savings.

113. Plaintiff continues to confer this benefit despite receiving none of what was bargained for and being harmed by the conferral out of fear that Dividend will negatively impact her credit, place liens on the home, and initiate litigation against her.

114. Plaintiff has suffered a loss equivalent to, or greater than the benefit unjustly retained by Dividend, necessitating restitution due to the deception, misrepresentations, material breaches, and failures in fulfilling the contract as promised.

115. Parties cannot be restored to their original positions prior to the contract.

WHEREFORE, Plaintiff respectfully requests that the court enter judgment against Dividend for unjust enrichment and order rescission of the contract, restitution in an amount to be determined, plus interest, costs, demands jury trial and any other relief the Court deems just and proper.

COUNT XI

IN THE ALTERNATIVE: RESCISSION AS TO ASRA AND DIVIDEND

Plaintiff re-alleges and incorporate by reference ¶ 1-45 and ¶ 73-77

116. Plaintiff entered a contract with the Defendants on July 10, 2023, for the installation and financing of a solar panel system at her residence in Orange County Florida.

117. The Defendants misrepresented the price, suitability, and benefits of the solar panel system, including its efficiency, warranties, cost savings, and tax credit eligibility. All misrepresentations were deceptively induced and executed by ASRA

(Dividend's apparent agent) for its respective agreement, and the agreement extended on behalf of Dividend.

118. The Defendants failed to disclose critical information regarding the system and financing, leading to substantial financial damage for the Plaintiff.

119. The solar panel system installed by the Defendants was unsuitable and caused extensive damage to the Plaintiff.

120. Plaintiff rescinded the agreements and has offered to return the panels to the Defendants multiple times.

121. As a direct result of the Defendants' breaches, misrepresentations and failures, the Plaintiff suffered extensive and irreparable damages.

122. Plaintiff seeks rescission of the contract and all ancillary financing agreements entered into with the Defendants, due to fraud and breaches of contract.

123. Plaintiff also requests a full refund of all monies paid towards the project, including damages and attorney's fees related to this dispute.

WHEREFORE, Plaintiff respectfully requests that this court order rescission of the contracts with the Defendants, award all damages, costs, attorney's fees, a jury trial on all issues triable, and any other relief the Court deems just and proper.

COUNT XII

INJUNCTIVE RELIEF AS TO DIVIDEND

Plaintiff re-alleges and incorporate by reference all preceding paragraphs:

124. This count is brought against Defendant Dividend LLC, (hereinafter “Dividend”).

125. Dividend is a lender for solar panel contractors, and as such, funds countless solar panel projects, many of which engage in the type of behavior described in this Complaint, and as illustrated in this complaint.

126. Upon information and belief, Dividend has been on notice of such predatory practices for years. Despite notice, Dividend continues to lend recklessly, and damagingly disperses funds without any oversight or procedures to determine the quality or completion of work, licensure, statutory requirements, and other essential, and completely reasonable components for consumers to receive fair and legal services.

127. Dividend continues to masquerade no knowledge of this conduct despite multiple states Attorney Generals filing actions against such companies, including here in Florida,⁸ as well as lawsuits against them as provided in footnote seven (7). Dividend explicitly claims complete independence and ignorance of the egregious acts via their employees and counsel, while stuffing their financial portfolios with ill-gotten assets.

⁸ <https://www.myfloridalegal.com/newsrelease/attorney-general-moody-takes-legal-action-against-more-solar-companies#:~:text=The%20Florida%20Attorney%20General's%20Office,consumers%20about%20solar%20panel%20systems>.

128. Dividend has financial relationships with such contractors, such as ASRA, whereby funding is often distributed to contractors prior to functional equipment, or as it is called in the industry, PTO (Permission to Operate).

129. When panels malfunction (if they are ever actually installed), or installers breach their original contracts (many times procured through fraud) with consumers, Dividend continues to enforce their financier agreements aggressively and illegally, collecting what they call independent debt. These “loans” usually expand over a 25-year period, with significant interest rates, liens, and credit implications if victimized debtors terminate the agreement. Aggressive collection continues while the exploited consumer receives none of the promised benefits, and many times, as in the instant case, incurs additional fees and damages at no fault of their own.

130. This continues after the consumer, including Plaintiff, notifies Dividend of the non-performance and fraud.

131. Plaintiff seeks relief in the form of an injunction, to prevent ongoing and future harm caused by Dividend’s continued unethical, immoral, and potentially unlawful collection of payments for breached, and often illegal contracts.

132. Most victims do not have the resources to obtain private counsel to attack the violations and stop the siphoning off money over a quarter century, or worse yet, filing bankruptcy.

133. Dividend's actions in continuing to collect on these void, or voidable contracts constitute irreparable harm for which there is no adequate remedy at law.

134. Plaintiff is likely to succeed on the merits of the underlying claims, showing that the contracts have been rightfully terminated and that Dividend's continued collection efforts are unjustified.

135. The balance of equity tips in favor of Plaintiff, as the ongoing collection efforts by Dividend are causing ongoing financial and emotional distress.

136. An injunction is in the public interest as it would enforce contractual rights and obligations and prevent unjust enrichment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully moves this Court for a preliminary and permanent injunction enjoining Dividend from continuing to collect on illegal, terminated, and/or breached agreements here in Florida. Plaintiff also demands jury trial on the following.

- a. Orders of rescission of the Plaintiff/ASRA/Dividend transaction agreements.
- b. Awarding Plaintiff all damages arising from ASRA/Dividend's breach of their contract and FDUTPA violations in an amount to be determined at trial.
- c. Awarding reasonable attorneys' fees and costs incurred by Plaintiff in connection with this action, as provided by statute and contract.

- d. Awarding pre- and post-judgment interest to Plaintiff on these damages;
and
- e. Awarding additional relief as this Court deems appropriate, including
punitive damages.

Respectfully Submitted,

Dated: March 31, 2024

/s/ Joshua S. Horton

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