

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

STATE OF FLORIDA)

**AFFIDAVIT OF:
Detective John Howes**

COUNTY OF LEE)

**DEFENDANT NAME: Louis Bruno; Tammy Schreier; Dustin Baucom; Ronald Toledo;
Celeste Robinson; Holly Hansen; Federico Munoz**

COMPLAINT #: 18021660

I am a Detective with the Cape Coral Police Department ("CCPD") assigned to the Investigative Services Bureau and have been since 2005. During my career as a law enforcement officer, I have received training and have been involved with diverse violent and non-violent criminal investigations, such as crimes against persons, robberies, narcotics, fraud schemes, laundering of illicit proceeds, and the investigation of criminal organizations. I have been the affiant on criminal complaints, and search warrants which have resulted in the arrest of persons for violent offenses, forfeiture of assets, and participation in criminal organizations. I have been the lead investigator on criminal investigations involving the cooperation, and coordination of local, state, and federal law enforcement agencies. I have supervised the activities of other law enforcement personnel and cooperating witnesses who have provided reliable information in this and previous investigations.

I have been assigned to an investigation by the Cape Coral Police Department regarding the business practices of Louis Joseph Bruno IV, (hereinafter referred to as "L. BRUNO") Louis Bruno LLC d/b/a Bruno Total Home Performance and the entities or individuals employed within the company. Basis for the investigation is predicated upon multiple consumer complaints alleging deceptive and fraudulent business practices used during business to sell air conditioning, and warranty related services. Because this affidavit is being submitted for the limited purpose of establishing probable cause in support of criminal complaints accusing L. BRUNO and co-conspirators of committing fraud related crimes, I have not included each and every fact known to me concerning this investigation. I have set forth only the facts that I believe are necessary to establish probable cause.

The facts in this affidavit come from your affiant's personal observations, training and experience, and information obtained from other law enforcement officers, agents, and witnesses. This affidavit is intended to show that there is sufficient probable cause to arrest L. BRUNO and co-conspirators identified during the investigation for violation of the Florida State Statutes set forth below:

Organized Scheme to Defraud – F.S.S 817.034(4)(a) Felony of the 1st Degree

Criminal use of Personal Identification-- F.S.S 817.568(2)(b) Felony of the 2nd Degree

Communications Fraud – F.S.S 817.034(4)(a)(1) Felony of the 3rd Degree

Forgery F.S.S 831.01 – Felony of the 3rd Degree

False or Fraudulent Acknowledgement- F.S.S 117.107(9); F.S.S. 117.105 Felony of the 3rd Degree

The following terms are used in this affidavit:

P.A.C.E - Property Assessed Clean Energy

The Property Assessed Clean Energy program, commonly referred to as “PACE” is a program that helps homeowners finance clean energy upgrades to their home, such as air-conditioning, windows, solar panels, home generators, with no down payment, or credit dependence. PACE loans are applied for and obtained using select vendors. Benefits of the program are two-fold; PACE pays the contractor upfront for services rendered, and the borrowed funds are added to the homeowner’s tax bill. The loan is interest bearing and provides the homeowner with an option to repay the loan over a period of 20 years.

ServiceTitan

ServiceTitan is cloud-based software that helps plumbing, HVAC, and electrical contractors streamline their operations, improve customer service and increase sales. There is a computer application and a mobile application that both provide the ability to dispatch technicians; build estimates, collect payments; capture electronic signatures; track job history; schedule; manage contracts; and utilize GPS for tracking purposes. In addition, ServiceTitan offers a fully integrated software platform that monitors a technician’s performance and success in real time. This information allows business owners to leverage data on technician performance to ensure that they uphold industry best practices and effectively coach technicians who need improvement.

Ygrene Energy Fund

Ygrene is a finance company that funds home improvement projects for the PACE Program. L. BRUNO utilized this vendor to apply for customer financing.

GreenSky LLC

GreenSky LLC is a financial technology company based in Atlanta, Georgia. The company provides technology to banks and merchants to make loans to consumers for home improvement, solar, healthcare and other purposes. L. BRUNO used GreenSky as a secondary option to finance customers who may have been declined by Ygrene or needed additional funding for their project.

Service Finance Company LLC

Service Finance Company, LLC is a nationally licensed sales finance company and an approved FHA Title I Lender. The company provides financing options for home improvement contractors and their customers to finance home improvement projects.

Genesis Financial Services

Is a home improvement lender affiliated with the PACE Program.

Notice of Commencement F.S.S 713.13

A “Notice of Commencement” is a legal document described and governed by Florida Statute §713.13. Under F.S. 713.13, a Notice of Commencement, must contain the homeowners legal name, legal description of the property, the name of the contractor, or business, and a brief description of the work to be completed. Finally, in the form provided by the statute, the Notice of Commencement shall be signed by the homeowner in the presence of a Notary. This is to ensure the document has not been forged, and the signer has been satisfactorily identified. In addition, prior to the start of any work, unless the improvement made to the home is exempt, a Notice of Commencement shall be recorded with the clerk’s office, and a copy posted at the jobsite.

Company Background

Bruno Total Home Performance filed with the State of Florida, Department of State, Division of Corporations, on or about January 5, 2018, listing “Louis Bruno, LLC” as the owner of record. “Louis Bruno, LLC” became incorporated with the State of Florida, Department of State, Division of Corporations, on or about September 25, 2012. The Registered Agent for “Louis Bruno, LLC” is listed as LJ Stoli LLC and Louis J. Bruno is listed as an “Authorized Representative”. Further research through the State of Florida, Department of State, Division of Corporations shows that multiple

business entities are associated to LOUIS J. BRUNO and others, all sharing a common address of 28731 South Cargo Court, Bonita Springs, Lee Co., Florida, which is the known address of Bruno Total Home Performance. The corporations utilizing the common address of 28731 South Cargo Court, Bonita Springs, Lee Co., Florida (the location of Bruno Total Home headquarters) are listed in the chart below:

Corporation Name	Registered Agent	Title	Authorized Representative/
Next Machine LLC	LJ Stolli LLC	Authorized Representative	Louis J Bruno
ALLLLB Holdings LLC	Louis Bruno	AMBR	Louis Bruno
		AMBR	Larry Lipman
		AMBR	Arby Lipman
Fund the Kids LLC	Louis Joseph Bruno IV	MGR	Louis Bruno
		MGR	Michael Garczynski
		MGRM	John Tolisano
Bruno Home Performance LLC	Larry Lipman	AMBR	Larry Lipman
Bruno Workflow LLC	Louis J. Bruno Holdings LLC	MGR	Louis J. Bruno Holdings LLC
LJ Stolli LLC	Larry Lipman	AMBR	Larry Lipman
		AMBR	Arby Lipman
Louis Bruno LLC	LJ Stolli LLC	Authorized Representative	Louis J. Bruno
SWFL Bruno LLC	Louis J. Bruno Holdings LLC	MGR	Louis J. Bruno Holdings LLC
Tampa Bruno LLC	Louis J. Bruno Holdings LLC	MGR	Louis J. Bruno Holdings LLC
Louis J. Bruno Holdings LLC	Larry Lipman	AMBR	Larry Lipman
		AMBR	Arby Lipman

Probable Cause

Your Affiant has been assigned to an investigation by the Cape Coral Police Department regarding the business practices of **Louis Bruno, LLC d/b/a Bruno Total Home Performance** and the entities or individuals employed within the company. The basis for the investigation is predicated upon multiple consumer complaints, alleging deceptive and unfair business practices used by the company to sell air-conditioning systems (HVAC) and warranty related services. In support of this affidavit, your affiant has reviewed numerous court documents and various other documents obtained in connection with the investigation. Your affiant has reviewed sworn testimony and has conducted victim and witness interviews. Additionally, your affiant has reviewed affidavits received from victims with firsthand knowledge of the facts in this case and obtained sworn testimony from witnesses having personal knowledge and work experience with Bruno Total Home Performance. It also appears that in some instance's representatives of Bruno Total Home Performance falsified the notarization of the documents filed with the City of Cape Coral to obtain approval for work orders. Additionally, the investigation has exposed the deceptive and fraudulent tactics used by L. BRUNO and Bruno Total Home representatives to lock their customers into contracts which compel payment for unwanted products and services at inflated prices. The investigation into Bruno Total Home Performance confirms that L. BRUNO and its representatives profited substantially by defrauding less fortunate consumers in the manners set forth below.

Throughout the year 0f 2018 L. BRUNO heavily advertised the P.A.C.E program on radio stations and billboards focusing on the benefit of noncredit dependent financing, and deferred payments levied against a homeowner's property tax. L. BRUNO further advertised low HVAC diagnostic fees and rapid response to customers in need of service.

1. L. BRUNO supplied cell phones to his employees pre-loaded with ServiceTitan software. This afforded BRUNO representatives the ability to conduct their business paperless; meaning, all estimates and invoices/contracts were created/drafted using this program, and the customer, or potential customers signature was captured on the document electronically. The patron signed his or her name on the phone using their finger or a stylist pen. BRUNO representatives used company software to complete finance applications for the customer and send them to lenders over the internet for approval consideration.

2. Throughout this investigation your Affiant conducted dozens of interviews with consumers claiming to have been victimized by L. BRUNO through fraudulent and deceptive business practices. Although individual circumstances differed, the one constant throughout was the fact that nearly every complainant provided their signature electronically on a cell phone, or tablet belonging to L. BRUNO. Furthermore, L. BRUNO and representatives deceived their consumers when requesting electronic signatures by telling them it would be used for various reasons such as, credit authorizations, estimates, or permission to enter onto their property, etc. In all actuality the consumer really had no idea what he or she signed. In most instances the consumer was only shown a signature line on the phone and believed the L. BRUNO representative would use their signature for the stated purpose. The investigation has proven, through sworn testimony, financial records and forensic analysis that L. BRUNO and identified co-conspirators used the consumer's electronic signature(s) to lock them into a financial agreement and then secured financing using their personal information without their knowledge, consent or approval. Furthermore, your affiant secured sworn testimony from former employees with firsthand knowledge that L. BRUNO and identified co-conspirators transferred consumers electronic signatures, either digitally, or by actual "cut and paste" onto what were then purported to be legally binding documents including applications for loans to various lenders under the PACE program.

3. Consumer complaints included:

- The unauthorized use of personal information to apply for and obtain home improvement loans without the consumer's knowledge or consent.
- Forgery – The signing and notarization of contracts, financial agreements and recorded court documents without authorization. Signatures may have been written or in an electronic format.
- Knowingly supplying false information on financing applications to ensure that consumer loans would be approved.
- Deliberately altering or omitting consumer contact information on financing applications to conceal the existence of fraudulently obtained loans.
- The fraudulent use of electronic signatures supplied to BRUNO by the consumer.

As more fully discussed herein:

Katharine Rueb

3801 NW 38th Lane, Cape Coral, FL

On November 29, 2018, your affiant met with Katharine RUEB, DOB 09/11/1969 at the Cape Coral Police Department and obtained a sworn statement regarding her complaint against Bruno Total Home Performance. The entire exchange was audio/video recorded in its entirety. In her statement she said the following:

On Sunday, September 16, 2018, K. RUEB scheduled an appointment with Bruno Total Home at her residence located at 3801 NW 38th Lane, Cape Coral, FL 33993 to diagnose drastic temperature changes within her home. Bruno Total Home salesman Dustin BAUCOM responded and after inspection, concluded the duct system was failing and recommended full replacement to resolve the issue. D. BAUCOM supplied details for 3 air duct package options: Level 1 (\$9700) was represented as their basic duct system; level 2 (\$12,700) was a higher-grade system that offered better air quality; and level 3 (\$17,500) was their top of the line non-filtered duct system. D. BAUCOM offered K. RUEB a \$3000 loyalty discount for each package.

K. RUEB felt that the Level 1 duct system would be sufficient for her home and requested time to think it over before committing. D. BAUCOM pressed her to purchase a more expensive system along with a whole home generator through the PACE program, and provided her with a Ygrene finance flyer. K. RUEB eventually relented and agreed to provide personal information for pre-qualification purposes. She signed her name on a small electronic device that displayed a line for her signature, believing that this was strictly for Ygrene prequalification purposes. Immediately thereafter, D. BAUCOM opened the Ygrene application on his phone, and requested K. RUEB's signature at the bottom of the 27-page document. K. RUEB refused to sign the document, or any other documents prior to receiving a copy for her attorney's review.

On September 16, 2018 a "Notice of Commencement" for a whole home duct replacement was purportedly signed by K. RUEB and notarized by Tammy E. SCHREIER. This document was recorded with the Lee County Clerk of Court on October 8, 2018. (Exhibit 1) K. RUEB confirmed that the signature appeared to be her signature but stated she did not sign this particular document and has never met T. SCHREIER nor signed any documents in her presence. T. SCHREIER was subsequently interviewed with her attorney present and admitted that she never met K. RUEB and that she notarized the document without witnessing K. RUEB sign it.

On September 18, 2018, K. RUEB spoke with L. BRUNO over the phone about her Ygrene financing and was told that she was approved for \$29,500. Per L. BRUNO, the funds would cover the cost of a brand-new level 3 duct system and a whole home generator. Shortly thereafter, she received an email from Ygrene with an attached finance agreement (Exhibit 2), requesting authorization to finance a Level 3 duct replacement and a whole home generator from Bruno Total Home for the total amount of \$29,500.

On September 19, 2018 K. RUEB spoke with L. BRUNO over the phone about the Ygrene finance agreement she received and made it clear that she did not wish to participate in the PACE program, or associated financing. L. BRUNO continued to pressure her to use the Ygrene financing to purchase a duct system. K. RUEB verbally agreed to purchase a Level 1 duct system which would be installed the following day for the agreed upon price of \$6,700. K. RUEB did not agree to use Ygrene financing, but instead intended to obtain a personal loan from her financial institution.

On September 20, 2018 L. BRUNO'S installers arrived at K. RUEB's residence and started the two-day installation project. After the work was completed the next day, K. RUEB received an invoice from Bruno Total Home via email (Exhibit 3). The invoice (#182567) lacks a description of the work performed, indicates a balance due of \$0, and was signed N/A.

K. RUEB's house was still not cooling off after the installation. She contacted Bruno Total Home multiple times over the next few days and four days later the company responded. On September 25, 2018 D. BAUCOM returned to the residence and determined the duct system was not installed according to his schematic. D. BAUCOM'S solution was to simply start over by creating a brand-new work order for K. RUEB to sign on his phone, but she declined. D. BAUCOM pressured her for approximately 1.5 hours to sign the work order, but she refused and eventually asked him to leave her home. D. BAUCOM returned to his vehicle, but within a few minutes he re-entered her home through the open garage. D. BAUCOM cornered K. RUEB in her kitchen for the next 30 minutes with L. BRUNO on speaker phone, aggressively demanding K. RUEB sign her name to D. BAUCOM'S phone. The way D. BAUCOM and L. BRUNO spoke to K. RUEB terrified her so badly that she eventually broke down in tears. K. RUEB held her ground and continued refusing to the point BAUCOM and L. BRUNO finally gave up.

Shortly thereafter K. RUEB started receiving text messages from L. BRUNO'S finance manager, James HUNTER, requesting she remove a block she had placed on her credit so they could move forward with Ygrene financing. K. RUEB had already made it clear that she had no intentions of financing through this company, therefore she didn't respond. L. BRUNO also sent a series of text messages to K. RUEB trying to convince her to work with him. K. RUEB replied, "please leave me alone". From there L. BRUNO threatened to get his lawyers involved.

On October 9, 2018 L. BRUNO's law firm Burandt, Adamski & Feichthaler drafted a letter addressed to K. RUEB, captioned "Initiation of Lawsuit to Foreclose" (Exhibit 4). The letter stated that a lien had been recorded on her home due to an outstanding balance of \$20,450 owed to Bruno Total Home. K. RUEB was provided one week to satisfy the debt in order to forego foreclosure proceedings. The letter was accompanied by a "Notice to Owner" signed by L. BRUNO and notarized (Exhibit 5).

On October 11, 2018 a "Claim of Lien" was recorded with the Lee County Clerk of Court against K. RUEB's property due to the outstanding balance of \$20,450. The document was signed by L. BRUNO and notarized (Exhibit 6).

Between October 12, 2018 and October 14, 2018 K. RUEB and L. Bruno exchanged emails regarding the matter. K. RUEB requested a copy of the signed contract and invoice several times. L. BRUNO responded that his crew would deliver all paperwork "upon optimization of airflow".

On October 15, 2018 K. RUEB's son Samuel RUEB called the offices of Bruno Total Home and requested an invoice detailing job costs and balance owed. The call taker, Deborah ALEXANDER found the invoice (#182080) in the RUEB file and delivered it via email (Exhibit 7). The invoice is dated September 21, 2018 and is signed with a wavy line.

Your affiant conducted a search of BRUNO's Google Suite database and located invoice #182080. Each document created within ServiceTitan is accompanied by its own timestamped metadata, which captures the exact date and time the document was created/signed. In this case the meta data confirmed the invoice was generated on October 25, 2018 at 5:13pm, modified at 5:24pm and then emailed to L. BRUNO's attorney at 5:25pm with a message that read, "signed contract attached". (Exhibit 8) The email attachment is invoice #182080, which appears to be identical to the invoice emailed to S. RUEB, with the exception being the legible signature of K. RUEB (Exhibit 9). K. RUEB confirmed that the signature on this document is a forgery.

On December 17, 2018, Louis Bruno LLC filed a "Verified Complaint" against K. RUEB in the Circuit Court of the Twentieth Judicial Circuit, seeking reimbursement for his loss by foreclosing of K. RUEB's property. The complaint was signed by L. BRUNO and notarized. The forged invoice #182080 was used as an exhibit in this complaint. (Exhibit 10)

In summary, K. RUEB contacted Bruno Total Home to diagnose her air conditioning system. She reluctantly signed the salesman's electronic device, thinking that she was only signing to prequalify for financing. She later made it clear that she wanted to purchase the lowest priced replacement for her duct system and would not be using Bruno Total Home's recommended finance company. Once the work was completed, she complained that the air conditioning was still not working, but L. BRUNO would not correct the work until she signed a new contract. When she refused, her signature was forged on invoice #182080 and used as evidence to file a civil lawsuit against her for work that was not authorized or performed.

Lance Henderson

1131 SE 19th St, Cape Coral, FL

On November 29, 2018, your affiant met with Lance HENDERSON, DOB 12/04/1970 at the Cape Coral Police Department and obtained a sworn statement regarding his complaint against Bruno Total Home Performance. The entire exchange was audio/video recorded in its entirety. In his statement he said the following:

On November 02, 2018, Cape Coral resident Lance HENDERSON met with Bruno Total Home salesman Dustin BAUCOM at his residence located at 1131 SE 19th St, Cape Coral, FL for the purpose of obtaining an estimate for new air conditioning installation. Prior to inspecting the HVAC system, D. BAUCOM requested L. HENDERSON sign an electronic authorization form on his company cell phone, which he said was needed in order to conduct an inspection and supply an estimate.

Once the inspection was complete D. BAUCOM gave a verbal estimate of between \$15,000-\$16,000 to replace the complete HVAC system including air ducts, and recommended he use Ygrene Financing through the PACE program. According to D. BAUCOM, this would help alleviate upfront costs and delay payments until 2021. L. HENDERSON made it clear that he wished to explore alternative options for payment before deciding to finance and requested D. BAUCOM generate an estimate and mail it to

him. D. BAUCOM continued to aggressively pitch the PACE program to the point that L. HENDERSON reluctantly agreed to supply his personal information including his name, date of birth and social security number for qualification purposes. Because the home is also deeded in the names of his wife Patricia A. Henderson, and mother Patricia M. Henderson (now deceased) D. BAUCOM obtained their qualifying information as well. D. BAUCOM personally assured all parties that qualification for the PACE program was not credit dependent, therefore he would not run credit reports. The information supplied by each party would be used strictly to confirm their mortgage was in good standing and no liens existed on the property. D. BAUCOM stepped outside to contact Ygrene and within a few minutes, returned with a \$25,000 pre-approval credit limit. D. BAUCOM then arranged for a "welcome call" between L. HENDERSON and Ygrene financing to go over terms of the finance agreement. Based upon your AFFIANT's investigation, this was standard procedure for all consumers wishing to fund their home improvement projects with Ygrene/PACE program. Prior to leaving, D. BAUCOM assured L. HENDERSON he would return to L. BRUNO'S office to draw up the estimate and send it to him via email for approval and signature.

Approximately three hours after D. BAUCOM'S departure, a white unmarked box truck pulled into L. HENDERSON's driveway. L. HENDERSON spoke with the driver, Jeffrey LOGAN, who at the time held an HVAC installer position with Bruno Total Home. J. LOGAN said he was there to dismantle L. HENDERSON'S existing HVAC system, and informed the new system would arrive shortly. L. HENDERSON explained he had not received a contract/invoice to review or sign and asked him to wait while he went inside to check his email. L. HENDERSON confirmed that he had not received any correspondence, or documents from D. BAUCOM or Bruno Total Home, and by the time he went back outside, J. LOGAN had already cut the copper piping from the condensing unit, disconnected the electric and drained Freon from the system, rendering the HVAC inoperable.

L. HENDERSON called the office of Bruno Total Home and spoke with customer service representative Phoenix WOOD and explained his situation. P. WOOD assured she would investigate the matter and call back. A few minutes later L. HENDERSON received a call from L. BRUNO personally to discuss the concerns he was having. L. HENDERSON explained to L. BRUNO that several of his employees were at his home waiting to install a new HVAC system, and he still had not signed or received a contractual agreement from his company. L. BRUNO told L. HENDERSON that he was in possession of a signed \$35,000 contract; \$16,795 for a 3-ton condensing unit and air handler, and \$18,950 for duct replacement. L. HENDERSON told L. BRUNO he was not in agreement with

that amount, as BAUCOM had already quoted \$15000-\$16000 a few hours earlier to complete the entire project. L. BRUNO dismissed L. HENDERSON'S demand to cease work by saying, "Mr. Henderson, the guys are there. We have three days to get this done and we have a signed contract by you. If you'd like we can put a lien on your home."

More than 3 hours after the installation began, L. HENDERSON received an estimate (#29505636) via email from L. BRUNO for the condensing unit and air handler only. The estimate had L. HENDERSON's signature on page 2 and showed a total quote of \$16,795 for a 3-ton unit. L. HENDERSON confirmed the signature on the form is his signature but denied ever signing the document (Exhibit 11).

L. HENDERSON received a finance agreement from Ygrene via email, submitted by Bruno Total Home earlier that day. The finance agreement had already been electronically signed via DocuSign by L. HENDERSON and the other owners without their knowledge or approval (Exhibit 12). L. HENDERSON contacted Ygrene within the allotted 3 day right of rescission period and cancelled the agreement and Bruno Total Home was denied funding (Exhibit 13).

On November 6, 2018 L. HENDERSON met with L. BRUNO in person at the Bruno Total Home office. L. HENDERSON attempted to reconstruct the deal at a lower price, but L. BRUNO refused the offer. L. HENDERSON attempted to give a written cancellation notice, but L. BRUNO wouldn't accept it saying that he had a signed contract and could charge whatever he wanted to without repercussion. L. HENDERSON filed a police report with the Cape Coral Police Department the next day.

On November 20, 2018 L. HENDERSON received an email from GreenSky LLC with attached invoice #186392 from Bruno Total Home for \$18,950 for air duct installation; \$15,950 of the project cost was financed through GreenSky LLC, and the remaining \$3000 was billed directly to L. HENDERSON (Exhibit 14). L. HENDERSON never received a copy of this invoice from Bruno Total Home, nor did he sign the invoice, even though the invoice bears his signature.

According to records received from GreenSky LLC, an application for credit in the name of L. HENDERSON was made electronically on November 2, 2018 by Bruno Total Home. The application included L. HENDERSON's personal identification information, along with a grossly inflated monthly income of \$11,666.67. The application was entered by **dbaucom@brunoair.com**. L. HENDERSON was approved for a \$25,000 line of credit with GreenSky LLC based on the application for credit that

L. HENDERSON did not execute or authorize. (Exhibit 15). On November 4, 2018, Bruno Total Home charged \$15,950 to this line of credit, using invoice #186392 as the basis for this charge. (Exhibit 16)

On December 14, 2018 L. BRUNO's law firm, Burandt, Adamski & Feichthaler drafted a demand letter to L. HENDERSON, captioned "Initiation of Lawsuit to Foreclose." Within the letter L. HENDERSON was informed that a complaint had been prepared to foreclose on his home due to an outstanding \$19,795 debt owed to Bruno Air Conditioning. L. HENDERSON was given 30 days to satisfy the debt to forgo the filing of a lawsuit against him. The next portion of the letter read, **"If we do not hear from you by December 18th, 2018,** please be aware that this lawsuit will commence, and we will foreclose on your home to enforce the lien that was placed on your home on December 14, 2018."(Exhibit 17) This letter was accompanied by a "Notice To Owner" addressed to L. HENDERSON reiterating intentions of placing a lien on his property. The document stated, "the undersigned (referring to Louis BRUNO) hereby informs you that he has furnished, or is furnishing services, or materials for the home improvement of the real property identified as 1311 SE 19th St, Cape Coral, FL under an order given by Lance Henderson." The document is legally notarized with Louis BRUNO's signature attesting to the facts therein (Exhibit 18).

On December 17, 2018 a "Claim of Lien" was recorded with the Lee County Clerk of Court against L. HENDERSON's property due to an outstanding balance of \$19,795. The document was signed by L. BRUNO and notarized on December 14, 2018 (Exhibit 19).

In summary, L. HENDERSON contacted Bruno Total Home to receive a quote for a new air conditioning unit. He signed an electronic device authorizing the salesperson to enter his home and to prepare an estimate. He was preapproved by Ygrene for a \$25,000 line of credit but did not electronically sign the application. He also received a \$25,000 line of credit through GreenSky, which he neither executed or authorized. Before he received a requested written estimate for the project, a Bruno Total Home technician arrived at the home to begin work on the project and rendered the existing unit inoperable against L. HENDERSON's wishes. L. HENDERSON canceled the finance agreement with Ygrene, but Bruno Total Home then collected \$15,950 from the fraudulently obtained GreenSky line of credit. Bruno Total Home recorded a Claim of Lien for an outstanding balance and threatened to file a lawsuit against L. HENDERSON.

James Dorin

4906 Victoria Dr, # 212, Cape Coral, FL 33904

On December 19, 2018, your affiant spoke with James Dorin, DOB 06/21/1961 over the phone regarding a complaint he wished to make against Bruno Total Home Performance. During our conversation J. DORIN provided the following information which he later substantiated in a sworn written statement.

James DORIN resides in Massachusetts but owns a rental apartment in the City of Cape Coral, located at 4906 Victoria Dr, #212. On Saturday, October 13, 2018, J. DORIN received a phone call from his tenant informing the air-conditioning in his apartment stopped working and contacted Bruno Home Performance for assistance. A service technician responded to the residence, fixed the problem and J. DORIN paid the \$295.00 service charge. Approximately 15 minutes after the service was completed, L. BRUNO called J. DORIN and tried to sell him a \$1900 maintenance contract. J. DORIN was not interested in the proposal, but after further discussion regarding the poor condition of his condensing unit, J. DORIN requested L. BRUNO email him an estimate showing costs for replacement.

On Wednesday October 17, 2018, J. DORIN received a call from his tenant and learned the new air conditioning system Bruno Total Home installed on Monday, October 15, 2018 stopped working. Obviously confused, J. DORIN contacted Bruno Total Home to find out why a new air conditioning system was installed without his knowledge. At this point J. DORIN had not received the requested estimate, nor did he have any contact with the company after speaking with L. BRUNO just a few days earlier. J. DORIN was not provided with any answers to his questions and was told that Louis would call him back. Although L. BRUNO never called J. DORIN directly to discuss the matter, he did converse via text message. This is the only direct communication J. DORIN had with L. BRUNO following installation. J. DORIN protested the installation of the unit without his permission, but L. BRUNO responded that they had a verbal contract and that he would be filing a lien and starting the foreclosure process.

On October 19, 2018 a Claim of Lien for \$5000 against J. DORIN's rental property was recorded with the Lee County Clerk of Circuit Court. The document was signed by L. BRUNO and notarized on October 17, 2018. (Exhibit 20).

On November 29, 2018 Louis Bruno LLC filed a "Verified Complaint" against J. DORIN with the Circuit Court of the Twentieth Judicial Circuit, seeking reimbursement for the loss by foreclosing of J. DORIN's property. The complaint was signed by L. BRUNO and notarized (Exhibit 21). Bruno Total Home invoice #184674 was used as an exhibit in this complaint. The invoice is signed with a wavy line but does not bear the signature of J. DORIN (Exhibit 22). J. DORIN confirmed that he did not sign invoice #184674 and was in fact recovering from surgery in Massachusetts on the date that it was purportedly signed by him.

In summary, J. DORIN requested an estimate for cost of repair of his air conditioner. At no time did he authorize Bruno Total Home or any other company to replace the air conditioning unit at his rental property. Without J. DORIN's knowledge or permission, Bruno Total Home installed a new air conditioning unit at this property. When J. DORIN protested, L. BRUNO recorded a lien against his property for \$5000 and eventually filed suit to foreclose on the property, using a forged invoice as evidence in the lawsuit.

Killeen Lear

18 SE 13th Ave, Cape Coral, FL

On March 02, 2019, your affiant met with Killeen LEAR, DOB 03/24/1962 at the Cape Coral Police Department and obtained a sworn statement regarding her complaint against Bruno Total Home Performance. The entire exchange was audio/video recorded in its entirety. In her statement she said the following:

On Sunday, September 30, 2018, Killeen LEAR contacted Bruno Total Home and requested help with her poorly functioning air conditioning system. Bruno Technician Robert SUTTON responded to her residence located at 18 SE 13th Ave, Cape Coral, Fl and 4.5 hours later had the system cooling properly. Prior to leaving, R. SUTTON informed K. LEAR that her HVAC system was aging and full of mold, and recommended she replace the entire system. K. LEAR told SUTTON that her husband had unexpectedly passed away the previous month and having to replace the HVAC system proposed serious financial concerns and added undue stress. R. SUTTON discussed benefits of the PACE Program with K. LEAR. He told her that the PACE program allowed for no money down financing and deferred payments until 2021. K. LEAR considered this to be a practical option and provided R. SUTTON with personal information and an electronic signature on his cell phone authorizing the

prequalification process. It should be noted that when K. LEAR signed R. SUTTON's cell phone, the only thing visible on the screen was a signature line. Shortly thereafter, K. LEAR received notification that Ygrene prequalified her for \$40,000 to finance home improvement projects. Prior to departure, K. LEAR requested a quote for the proposed project and R. SUTTON verbally stated around "33", leading her to believe the project would cost around \$3,000. K. LEAR was not provided with an estimate or any documentation showing proposed costs, or project description. Invoice #183356 dated September 30, 2018 was located within Bruno Total Home's Service Titan records and details the work done on that date. K. LEAR denied ever seeing this invoice and stated that her signature on the document is a forgery (Exhibit 23). An alternate undated copy of this invoice was also located in the Service Titan records, and also bears the forged signature of K. LEAR (Exhibit 24).

The following morning K. LEAR went to work, checked her email and noticed Ygrene sent their finance agreement detailing costs, interest rates and terms of the loan. K. LEAR was expected to review the 27-page agreement and then DocuSign electronically in designated areas accepting terms of the loan. According to the Ygrene documents, Bruno Total Home was charging K. LEAR \$33,000 for a new central HVAC system and duct replacement. Ygrene added an additional \$7163.98 for finance charges, totaling \$40,163.98. Shortly thereafter K. LEAR took part in a 3-way call with Bruno Total Home general manager T. SCHREIER, and a representative from Ygrene to go over details of the finance agreement. During the recorded call, K. LEAR made it clear to both parties that she did not wish to move forward with financing and requested the project be cancelled. The Ygrene representative was understanding and agreed to stop loan proceedings until further notice. K. LEAR continued to speak with T. SCHREIER after the Ygrene representative disconnected reiterating her desire to stop the project from moving forward. T. SCHREIER dismissed K. LEAR's request and told her the project already started and it could not be stopped.

In efforts to stop the installation, K. LEAR spoke with L. BRUNO personally and explained her situation. K. LEAR made L. BRUNO aware that she had recently lost her husband and could not afford \$33,000 for air conditioning and she felt as though his company was taking advantage of her while in a vulnerable state. K. LEAR made it clear to L. BRUNO that she was not interested in purchasing his product and requested her HVAC system be returned to its original state. L. BRUNO was unmoved by K. LEAR's situation and would not allow her to cancel the project. Because the installation crew had not started the duct replacement, L. BRUNO agreed to cancel that portion of the job only, leaving Ms.

Lear with a balance of \$18,050 owed for the unwanted services. Ms. Lear reiterated her desire to cancel the entire project and L. BRUNO refused.

Over the next several days K. LEAR received calls and text messages from L. BRUNO requesting she sign documents that would allow him to receive payment from Ygrene, but K. LEAR refused to comply. K. LEAR attempted to exercise her 3-day right to cancel the project, but it was not honored.

On October 8, 2018 a Notice of Commencement was recorded with the Lee County Clerk of Court regarding the work being done at K. LEAR's property. The document is purportedly signed by K. LEAR and notarized by Bruno Total Home employee Holly HANSEN on October 4, 2018. K. LEAR denied ever wittingly signing this form or providing identification to H. HANSON for notary purposes. (Exhibit 25)

On October 9, 2018 L. BRUNO agreed to remove the \$3000 maintenance agreement from K. LEAR's contract reducing her outstanding balance to \$15,050 if she complied with payment authorization. If K. LEAR refused, L. BRUNO threatened to place a lien on her property and move towards foreclosure. For fear of losing her home, Ms. Lear felt she had no choice but to surrender and sign a new Ygrene finance agreement, reflecting the modified balance owed.

Estimate #28844762 dated September 30, 2018 was submitted to Ygrene in support of an application for financing. K. LEAR verified that the signature on the estimate appears to be hers but denied ever viewing the document or signing it (Exhibit 26).

On October 9, 2018 financial documents from Ygrene were electronically signed by K. LEAR for financing \$15,050.

On October 12, 2018 a wire transfer in the amount of \$15,050 was sent by Ygrene Energy Fund California LLC Escrow to the SunTrust Bank account of Bruno Total Home Performance (account ending in [REDACTED]) (Exhibit 27).

On November 14, 2018 another Notice of Commencement was recorded with the Lee County Clerk of Court regarding the work being done at K. LEAR's property. K. LEAR received this document via email on November 12, 2018, signed it and returned it via email to Bruno Total Home without it being notarized (Exhibit 28). The document was later notarized by Celeste ROBINSON without K. LEAR being present (Exhibit 29).

In summary, K. LEAR hired Bruno Total Home to repair her air conditioning unit. K. LEAR entertained the idea of replacing her air conditioner with financing from Ygrene, but when she heard the details, she decided not to replace it. Bruno Total Home had already started the project and L. BRUNO refused to stop. He did offer a reduced price for a portion of the job and threatened a lien and foreclosure if she did not agree. Bruno Total Home provided a forged estimate to Ygrene to secure the financing, and \$15,050 was wired to their bank account to fund the job. Additional forged documents were used during the process.

Sandra Diaz

1313 Southwest 13th Terrace, Cape Coral, FL

On January 31, 2019, your affiant met with Sandra DIAZ, DOB 12/15/1952 at her home located at 1313 SW 13th Ter, Cape Coral, Fl and obtained a sworn taped statement regarding her complaint against Bruno Total Home Performance. In her statement she said the following:

Sandra DIAZ is a 57-year-old female that was diagnosed with Multiple Sclerosis in 2004. She is paraplegic and confined to her bed 24 hours a day. S. DIAZ is the present owner of 1313 Southwest 13th Terrace, Cape Coral, Florida and resides at this residence with her husband Jose DIAZ on a permanent basis.

On July 10th, 2018, her husband, J. DIAZ, called Bruno Total Home to schedule an inspection/cleaning of their air duct system. S. DIAZ had just recovered from an infection likely caused by mold or mildew and wished to have her ducts cleaned to ensure she was breathing clean air. Salesman Brandon MURPHY responded and after brief inspection concluded the entire duct system was infested with mold and recommended full replacement at a proposed cost of \$14,950. At this point J. DIAZ had fully explained the severity of S. DIAZ's medical condition to B. MURPHY and clarified the dangers mold exposure has on her health.

B. MURPHY suggested S. DIAZ utilize the PACE Program to finance her project through Ygrene. After a brief explanation of how the program works, B. MURPHY contacted Ygrene and arranged for her to speak with an associate. During the call, S. DIAZ received pre-approval for financing, with a monthly payment of \$148 added to her property tax assessment beginning in 2021. Prior to ending the call, it was explained to S. Diaz that Ygrene would mail documents pertaining to the proposed financing

for her review and signature. B. MURPHY did not obtain S. DIAZ's signature on any documents as she is unable to sign her name.

On July 10, 2018 S. DIAZ purportedly signed estimate #27343047 in the amount of \$14,950 for a duct system replacement. S. DIAZ confirmed that the signature is a forgery (Exhibit 30). This estimate was submitted to Ygrene in support of an application for financing

On July 10, 2018 financial documents from Ygrene were electronically signed by S. DIAZ for financing in the amount of \$14,950. S. DIAZ confirmed that she never electronically signed nor approved anyone else to sign these documents (Exhibit 31).

On July 11, 2018 a Bruno Total Home installation crew arrived at S. DIAZ's residence and removed the air ducts from her home. S. DIAZ had not received, reviewed or signed Ygrene's proposed financial agreement at this point, nor had she spoken with a Ygrene representative to go over finance terms.

On July 17, 2018 S. DIAZ purportedly electronically signed an Estimated Settlement Statement, a Certificate of Completion and other documents from Ygrene necessary for Bruno Total Home to receive payment. These documents were also electronically signed by Bruno Total Home employee T. SCHREIER and provided to Ygrene. S. DIAZ confirmed that she never electronically signed nor approved anyone else to sign these documents (Exhibit 32).

On July 17, 2018 a Notice of Commencement was recorded with the Lee County Clerk of Court relating to the work previously completed on S. DIAZ's house. The document was purportedly signed by S. DIAZ and was notarized by Federico MUNOZ on July 16, 2018. S. DIAZ confirmed that her signature on this document is a forgery (Exhibit 33).

On August 2, 2018 a wire transfer in the amount of \$14,950 was sent by Ygrene Energy Fund California LLC Escrow to the SunTrust Bank account of Bruno Total Home Performance (account ending in [REDACTED]) (Exhibit 34).

In summary, S. DIAZ is paraplegic and was recovering from an infection likely caused by mold or mildew. Her husband J. DIAZ contacted Bruno Total Home to clean their air ducts due to his wife's health. Salesman B. MURPHY, who was aware of S. DIAZ's health problems, concluded that the air ducts were infested with mold and recommended a full replacement of the duct work. S. DIAZ agreed to the air duct replacement out of concerns for her health. Bruno Total Home provided a forged estimate

to Ygrene to secure the financing, and \$14,950 was wired to their bank account to fund the job. Additional forged documents were used during the process.

John Supinger

1324 Se 6th Ave, Cape Coral, FL

On March 13, 2019 your affiant met with John SUPINGER, DOB 03/09/1948 and Chery SUPINGER, DOB 04/14/1944 at the Cape Coral Police Department and obtained a sworn statement regarding their complaint against Bruno Total Home Performance. The entire exchange was audio/video recorded in its entirety. During the statement he/she said the following:

This property is part of a duplex located at 1322 – 1324 Se 6th Ave, Cape Coral, FL owned by John SUPINGER and his wife Chery SUPINGER. The SUPINGERS reside in 1322 and 1324 is rented to their son Tim WILLIAMS and his family.

On August 02, 2018 T. WILLIAMS, with the SUPINGER's approval, contacted Bruno Total Home to service their nonfunctioning HVAC system located at 1324 SE 6th Ave, Cape Coral, Fl. Salesman D. BAUCOM was dispatched to the residence and after inspection concluded the air handler and condenser could not be repaired. D. BAUCOM then met with the SUPINGERS privately in their residence to discuss replacement options. He provided a verbal estimate of anywhere between \$5000 and \$15,000 depending upon the chosen package. With the SUPINGER's permission and knowledge, D. BAUCOM obtained their personal identifying information and contacted Ygrene to see if they qualified for financing, to which they did not. There was no further conversation and D. BAUCOM did not supply them with any documentation; they were left to believe that D. BAUCOM would generate an estimate and send it to them for review.

The following morning Bruno Total Home Technicians arrived at T. WILLIAMS residence and completely replaced the non-functioning HVAC system. When the installation was complete, a member of the installation crew requested T. WILLIAMS sign his work phone acknowledging completion of the job. The SUPINGERS were never presented with an estimate, nor did they consent to any of the work performed by Bruno Total Home representatives. Shortly after the installation crew departed T. Williams received invoice #178254 (Exhibit 35) via email. The invoice dated 08/03/2018 lists T. WILLIAMS as the customer for this job and indicated a balance of \$16,940 had been financed. Because the SUPINGERS never applied for a loan and the invoice did not specify a financial institution, it was

just assumed that L. BRUNO personally authorized a loan through his company. C. Supinger called and requested to speak with L. BRUNO multiple times at his business but was unsuccessful in reaching him. Eventually, the SUPINGERS started to receive billing statements from two separate finance companies for loans that were opened in J. Supinger's name relating to the HVAC installation.

According to records received from GreenSky LLC, an application for credit in the names of the SUPINGERS (applicant/co-applicant) was made electronically on or about August 2, 2018 by Bruno Total Home. The application included J. SUPINGER's and C. SUPINGER's personal identification information, along with a grossly inflated joint monthly income of \$18,416.67. The application was entered by **dbaucom@brunoair.com**. J. SUPINGER was approved for a \$10,000 line of credit with GreenSky LLC based on the application for credit that he did not authorize (Exhibit 36).

On August 13, 2018 Bruno Total Home charged \$10,000 to this line of credit, using invoice #178254 as the basis for this charge (Exhibit 37).

According to records received from Service Finance Company LLC, an application for credit in the name of J. SUPINGER was made on August 2, 2018 by Louis Bruno LLC dba Bruno Air Conditioning of SWFL, salesperson Dustin BAUCOM. The application included J. SUPINGER's personal identification information, along with a grossly inflated monthly income of \$15,000. The application displays J. SUPINGER's signature at the bottom of the page under "applicant signature" in electronic DocuSign format. The signature is timestamped "08/20/2018 2:06:06 PM ET", along with internet protocol (IP) address 63.247.152.122 (Exhibit 38).

Submitted in support of this application for credit was estimate #27838059 dated August 2, 2018 in the amount of \$16,495. The estimate was purportedly signed by J. SUPINGER on August 17, 2018, and J. SUPINGER has confirmed that the signature is a forgery (Exhibit 39).

The Home Improvement Retail Installment Contract indicates that J. SUPINGER was approved for a loan in the amount of \$6517.75 with an APR of 19.501%. Each page of this contract displays J. SUPINGER's electronic DocuSign signature indicating he agrees with each of the terms. Each signature is accompanied by a date, timestamp and IP address identical to the loan application: "08/20/2018 2:06:06 PM ET", along with IP address 63.247.152.122. The document was also electronically signed by Jimmy HUNTER, an employee of Louis Bruno LLC. J. HUNTER's signature is timestamped "08/20/2018 2:09:08 PM ET", along with IP address 63.247.152.122 (Exhibit 40).

The owner of IP address 63.247.152.122 on August 20, 2018 was T3 Communications, who confirmed that it was assigned to Bruno Air, 28731 S. Cargo Ct., Bonita Springs, FL on that date (Exhibit 41a and Exhibit 41b)

According to the funding report provided by Service Finance, \$6517.75 was electronically deposited into L. Bruno's SunTrust Bank account ending in [REDACTED] on 08/22/2018 (Exhibit 42).

In summary, the SUPINGERS contact Bruno Total Home to inspect their air conditioning unit and were given a verbal quote on a replacement system. They provided their personal identification information to the salesman for the purpose of being pre-approved for Ygrene financing but were told that they did not qualify. Bruno Total Home replaced the air conditioning unit before providing them a written estimate. Employees of Bruno Total Home submitted credit applications using the SUPINGER's personal identification information without their knowledge and forged their signatures on the associated documentation. Bruno Total Home received funding for the job from these lines of credit with GreenSky (\$10,000) and Service Finance Company (\$6517.75).

Michael & Annette Julson

5755 Declaration Court, Ave Maria, FL

On January 29, 2019, your affiant met with Michael JULSON, DOB 12/12/1946 & Annette JULSON, DOB 12/23/1955 at the Cape Coral Police Department regarding their complaint against Bruno Total Home Performance. The interview began at 11:10 am and was audio/video recorded in its entirety. During the statement he/she said the following:

On September 05, 2018 the JULSONs contacted Bruno Total Home and requested assistance with their HVAC system after it suddenly stopped working. Bruno Total Home technician Tyler MURRAY responded to the residence located at 5755 Declaration Ct, Ave Maria, Fl and after a brief inspection, returned the HVAC system to working order by simply clearing the drain line. T. MURRAY told M. JULSON that to fix the unit properly a new part (did not specify what type of part) would need to be installed. T. MURRAY said he did not have this part in the truck and would need to reschedule the installation. He did not charge a service fee for the work.

Prior to leaving the residence T. MURRAY handed M. JULSON an electronic tablet and requested his signature on what he claimed was a work order. After obtaining the signature T. MURRAY retrieved

the tablet and asked M. JULSON for his social security number. M. JULSON provided the information and watched T. MURRAY enter it into his tablet. T. MURRAY then handed the tablet back to M. JULSON and requested his signature for something to do with the part needed for his HVAC. M. JULSON signed his name on the remaining two lines. Prior to leaving, T. MURRAY obtained M. JULSON's email address and said he would contact them when the part came in.

On September 13, 2018 T. MURRAY returned to the JULSON residence with a UV light, which he said needed to be installed because they had a cat. T. MURRAY left the residence once again without providing any invoice, or request for payment.

On September 17, 2018 the JULSONs received a letter in the mail from GreenSky Financing. Upon reading the information inside, the JULSONs discovered that a line of credit with GreenSky had been opened in their name for up to \$25,000. The finance documents show that merchant/provider, Bruno Total Home applied for this loan on 09/05/2018, generating application ID #1809053977, confirming the loan application was approved. The JULSONs immediately contacted GreenSky and were told that the line of credit was opened to pay for a \$5729 maintenance contract through Bruno Total Home. The GreenSky representative informed them that the financial documents were sent through the mail because no email address was supplied with the application.

According to records received from GreenSky LLC, an application for credit in the name of M. JULSON was made electronically on or about September 5, 2018 by Bruno Total Home. The application included M. JULSON's personal identification information, along with a monthly income of \$6,666.67. The application was entered by **tmurray1**. M. JULSON was approved for a \$25,000 line of credit with GreenSky LLC based on the application for credit that he did not authorize (Exhibit 43).

In support of this application, Bruno Total Home provided invoice #181140 to GreenSky LLC in the amount of \$5729 for a Five Star P3 Membership Package. The invoice was purportedly signed by M. JULSON on September 5, 2018 (Exhibit 44).

On September 6, 2018 Bruno Total Home charged \$5729 to this line of credit, using invoice #181140 as the basis for this charge (Exhibit 45).

A. JULSON attempted to dispute the work done by emailing Bruno Total Home manager Nicholas CORACI but was denied. When M. JULSON called N. CORACI to try and resolve the matter, N. CORACI threatened him by saying, "You aren't going to talk to me that way, motherfucker. I'm going

to stick my cock so far up your fucking ass, you're going to choke to death, you little cocksucking motherfucker."

In summary, the JULSONs contacted Bruno Total Home to repair their air conditioning unit. M. JULSON signed a blank form on a tablet which he believed was a work order or related to a missing part. The technician then used his personal identification information to apply for and receive a line of credit from GreenSky LLC. This line of credit was used to pay for a "membership package" (maintenance agreement) which the JULSONs did not consent to.

Deborah Giardello

6805 Sterling Greens Drive, Naples, FL

On February 26, 2019 your affiant met with Deborah GIARDELLO, DOB 11/11/1959 at the Cape Coral Police Department and obtained a sworn statement regarding her complaint against Bruno Total Home Performance. The interview began at 1:15pm and was audio/video recorded in its entirety. During the statement she said the following:

On August 15, 2018 D. GIARDELLO met with Bruno Total Home salesman D. BAUCOM at her home located at 6805 Sterling Greens Dr, Naples, Fl to discuss replacement of her HVAC system using the PACE Program. D. BAUCOM confirmed with D. GIARDELLO that Collier County does participate in the PACE program and if certain requirements were met, she could purchase a new HVAC system from Bruno Total Home and the cost would simply be added to her property tax. D. BAUCOM assured her that payments would not begin until the year 2021, and she could write them off on her taxes.

To ensure that she qualified for the program, D. BAUCOM requested her full name, date of birth, social security number and then obtained her signature on his cell phone. D. BAUCOM told her that she was signing an authorization to make sure she had at least 10% equity in the residence, that her mortgage payments were current, and to ensure there were no existing liens on the property. D. BAUCOM then went out to his truck claiming he needed to call his boss to find out if she met requirements for the program and within 5 minutes returned with news that she did. D. BAUCOM gave her a brochure detailing four of their HVAC package options, but whenever D. GIARDELLO asked about price, D. BAUCOM would only tell her how much it added to her tax bill instead of the total price.

D. GIARDELLO selected a package, but D. BAUCOM did not provide her with any paperwork and told her that a crew was on their way to start the project.

On August 16, 2018 D. GIARDELLO received a call from a Ygrene representative who asked if she would be interested in financing her project through them. She was confused because the HVAC system had already been installed, and she was under the impression that the PACE program was run through Collier County. Ygrene sent her an email with the details of the financing which included a price of \$22,700 for equipment and installation and \$28,030 in finance charges over a 20-year term; a price that she felt was a mistake since she had a small apartment. Bruno Total Home contacted her to set up an appointment with D. BAUCOM to sign the finance agreement, but she canceled the meeting and called L. BRUNO directly. She ultimately was able to speak with L. BRUNO who assured her that his product was superior to his competitors and did not resolve the pricing situation with her.

On August 21, 2018 D. GIARDELLO received an email from L. BRUNO containing an itemized estimate (#28076488) detailing the \$22,700 cost of the HVAC installation. The estimate was dated August 15, 2018 and was purportedly signed by D. GIARDELLO (Exhibit 46). D. GIARDELLO confirmed that she never signed her name to this estimate, and that this was from her signature on D. BAUCOM's cell phone to see if she qualified for the PACE program.

On October 8, 2018 a "Claim of Lien" was recorded with the Collier County Clerk of Court against D. GIARDELLO's property due to the outstanding balance of \$22,700. The document was signed by L. BRUNO and notarized (Exhibit 47).

On October 8, 2018 a "Contractor's Final Payment Affidavit" was recorded with the Collier County Clerk of Court against D. GIARDELLO's property due to the outstanding balance of \$22,700. The document was signed by L. BRUNO and notarized (Exhibit 48).

On November 29, 2018 Louis Bruno LLC filed a "Notice of Lis Pendens" against D. GIARDELLO with the Circuit Court of the Twentieth Judicial Circuit (Collier County), seeking reimbursement for his loss by foreclosing of D. GIARDELLO's property (Exhibit 49).

On November 29, 2018 Louis Bruno LLC filed a "Verified Complaint" against D. GIARDELLO with the Circuit Court of the Twentieth Judicial Circuit (Collier County). The complaint was verified as true and correct, signed by L. BRUNO and notarized. The forged estimate #28076488 was used as an exhibit in this complaint and was referred to throughout as a "contract" (Exhibit 50).

In summary, D. GIARDELLO contacted Bruno Total Home to replace her existing air conditioning system. She provided her personal identification information to D. BAUCOM and signed his cell phone

for what she believed was to confirm her eligibility for the PACE program. She did not receive an estimate or any other paperwork from D. BAUCOM, and the installation started that day. The signature she provided was later used to forge estimate #28076488, which she did not receive until after the project was complete. The forged estimate was later used as evidence in a lawsuit against her. L. BRUNO perjured himself by verifying that the complaint was true and correct, and alleging that the forged estimate was in fact a “contract”.

Bobby Belton

205 NE 23rd St, Cape Coral, FL

On February 12, 2019, your affiant met with Bobby BELTON, DOB 02/06/1983 & Kristie BELTON, DOB 04/23/1985 at the Cape Coral Police Department regarding their complaint against Bruno Total Home Performance. The interview began at 11:09am and was audio/video recorded in its entirety. During the statement he/she said the following:

On October 20, 2018 Bobby BELTON & Kristie BELTON, DOB 04/23/1985 contacted Bruno Total Home requesting an estimate to repair their poorly functioning HVAC system, located at 205 NE 23rd St, Cape Coral, Fl. Bruno Salesman Matthew HARRELL was dispatched to the residence that evening and determined the attic was not insulated properly and the duct system needed to be replaced. Prior to any discussion pertaining to estimated costs for the project, M. HARRELL suggested using the PACE program as an alternative to traditional financing. B. BELTON agreed to supply personal information and sign his name electronically on M. HARRELL’s cell phone strictly for prequalification purposes. M. HARRELL then went to his vehicle and approximately 30 minutes later, returned with a pre-approval for \$20,000 from Ygrene financing. The BELTONs were told that if they were to accept the \$20,000 pre-approved amount, \$173.00 a month would be added to their tax assessment beginning in 2021 and assured if they ever decided to sell the home, the remaining loan balance would transfer to the new owner. M. HARRELL did not disclose project cost, loan terms, interest rates, nor did he provide any documentation to confirm that a pre-approval had been obtained. The BELTONs never received a notification from Ygrene.

M. HARRELL provided a verbal estimate of \$9500 to replace ductwork, \$5500 to install a mini split-system AC unit in the garage and insulate the attic, and \$5000 for a 10-year maintenance plan. The BELTONs told M. HARRELL that he would move forward with the project if they received the Ygrene

financing through the PACE program. M. HARRELL did not provide them with any other documentation, and they did not sign anything else. They believed that they would receive a proposal via email and that work would commence the following week.

On October 22, 2018 at about 8:30am, a Bruno Total Home installation crew arrived at the residence ready to start the install. The BELTONs had not received any documentation for the project nor had they received any approval for the financing. They asked the crew to wait until they called the Bruno Total Home office to check on this. B. BELTON called the office and spoke to M. HARRELL's supervisor "Nick", whom your affiant confirmed to be Nicholas CORACI. During the conversation B. BELTON expressed his concerns to N. CORACI and made it clear that he did not have \$20,000 to complete this project, therefore he wanted assurance that he was approved for the Ygrene financing before allowing the men to start the project. N. CORACI told B. BELTON not to worry and assured him that financing had already been pre-approved. B. BELTON then permitted the installers to start the job, and by the end of the day the installation was complete.

According to records received from GreenSky LLC, an application for credit in the name of B. BELTON was made electronically on or about October 20, 2018 by Bruno Total Home. The application included B. BELTON's personal identification information, along with a monthly income of \$12,500. The application was entered by **mharrell** (Exhibit 51). The application ultimately expired due to not being accepted by the customer.

On or about October 30, 2018 Bruno Total Home employee J. HUNTER called GreenSky to inquire about the expiration of the credit application. The GreenSky representative explained that it expired as it was never accepted by the customer. J. HUNTER told the representative that he had just received B. BELTON's "signed authorization form" and the representative approved the line of credit for \$5000. The conversation was audio recorded.

On November 7, 2018 Bruno Total Home charged \$5000 to this line of credit. (Exhibit 52).

According to records received from Genesis FS, an application for credit in the name of B. BELTON was made electronically on or about October 24, 2018 by Bruno Total Home by "Matt". The application included B. BELTON's personal identification information, along with a monthly income of \$6000. Both the home phone number and email address appear to have been entered incorrectly (Exhibit 53).

On November 07, 2018 the line of credit with Genesis was charged \$10,000 by Bruno Air Conditioning (Exhibit 54).

B. BELTON confirmed that he was unaware of the applications for credit submitted to GreenSky and Genesis and did not approve them.

In summary, the BELTONs contacted Bruno Total Home for an estimate on replacing their air conditioning unit. B. BELTON provided his personal identification information for the purpose of qualifying for financing through Ygrene and the PACE program. His personal identification information was used without his knowledge or consent to obtain credit with GreenSky and Genesis, who provided payment to Bruno Total Home for the cost of the project.

Nancy Clark

46 Bennington Dr, Apt. 5, Naples, FL

On June 21, 2019, your affiant met with Nancy Clark, DOB 11/06/1936 at the Cape Coral Police Department and obtained a sworn statement regarding a complaint against Bruno Total Home Performance. The interview began at 12:55 pm and was audio/video recorded in its entirety. During the statements she said the following:

On or about June 08, 2018 Nancy CLARK hired Bruno Total Home to install a new HVAC in her apartment, located at 46 Bennington Dr, Apt. 5, Naples, FL; she was charged approximately \$10,500 for the installation and satisfied her bill in full. About 2 months after installation, N. CLARK contacted Bruno Total Home and informed them that the new air conditioning system was not cooling her apartment properly and scheduled a service call.

On August 6, 2018 Bruno Total Home salesman Ronald TOLEDO, along with another employee, arrived at N. CLARK's residence and after a brief inspection concluded that her entire duct system needed to be replaced. R. TOLEDO pressured her for approximately 2.5 hours to finance a new duct system estimated at \$14,950 through Ygrene and the PACE program, but she wanted to take time to make the decision. N. CLARK ultimately began to cry uncontrollably due to R. TOLEDO's efforts to

get her signature. He arranged for her to speak with L. BRUNO over the phone and was offered a \$2000 discount if she would sign the agreement. Once the conversation with L. BRUNO ended, R. TOLEDO again attempted to get N. CLARK to sign his cell phone, but she was unable to sign because she was crying too hard. R. TOLEDO left the room momentarily, signed N. CLARK's name to this cell phone, and upon return asked her if it resembled her actual signature, to which she said yes. R. TOLEDO and the other employee left N. CLARK's residence without obtaining her signature, and without supplying her with any documentation.

On August 6, 2018 a financing agreement in N. CLARK's name was made to Ygrene. N. CLARK's personal identification information was used to complete the associated paperwork (Exhibit 55).

On August 7, 2018 Bruno Total Home installed the duct system in N. CLARK's home. On the same date, invoice #178524 in the amount of \$12,950 was purportedly signed by N. CLARK (Exhibit 56). The signatures on this invoice are wavy lines. This invoice was also provided to Ygrene in support of the financing agreement. N. CLARK confirmed that she did not sign, nor did she ever receive this invoice.

On July 20, 2018 a "Notice of Commencement" for an "HVAC change out, 3-ton split system and full duct system replacement" was purportedly signed by N. CLARK and notarized by Holly HANSEN, who identified N. CLARK by her driver's license. This document was recorded with the Collier County Clerk of Court on August 09, 2018 (Exhibit 57). N. CLARK confirmed that she did not sign the document and did not sign any documents for this project requiring notarization.

On August 13, 2018 a wire transfer in the amount of \$12,950 was sent by Ygrene Energy Fund California LLC Escrow to the SunTrust Bank account of Bruno Total Home Performance (account ending in 0283) (Exhibit 58).

It should be noted, with the assistance of R. Toledo, N. CLARK agreed to DocuSign the Estimated Settlement Statement, permitting BRUNO to receive payment. Although N. CLARK was forced into this contract, in her mind because the work was performed, it was her responsibility to honor the debt incurred.

In summary, N. CLARK used Bruno Total Home to install an air conditioning unit in her apartment. When her apartment was still not being cooled properly, she called Bruno Total Home again and was told that she needed a new duct system. The duct system was replaced and N. CLARK's signature was

forged on the associated invoice. A finance agreement with Ygrene was completed without N. CLARK's knowledge or permission, using her personal identification information and electronically signed with her name. Ygrene paid Bruno Total Home \$12,950 via wire transfer.

Sharon & Michael Vereb

15449 Bellamar Circle, Unit 1224, Fort Myers, FL

On May 21st, 2019 your affiant met with Sharon VEREB, DOB 12/29/1953 & Michael VEREB, DOB 03/18/1951 at the Cape Coral Police Department and obtained a sworn statement regarding their complaint against Bruno Total Home Performance. The interview was audio/video recorded in its entirety. During the statement he/she said the following:

Sharon and Michael VEREB reside in South Carolina and own a rental apartment located at 15449 Bellamar Circle, unit 1224, Ft. Myers, Fl. They contacted Bruno Total Home to inspect their apartment's air conditioning unit after Hurricane Irma in 2017. On October 16, 2017 D. BAUCOM inspected the unit and ducts and told the VEREBs over the phone that the ducts were riddled with mold. He presented two options; either have the ducts cleaned for \$5000 or replace them and the coil for \$9000. The VEREBs opted to replace the ducts and verbally authorized the work, but payment options were not discussed.

On October 21, 2017 Bruno Total Home completed the work and on October 23, 2017 the VEREBs received invoice #154402 showing a balance due of \$9290 (Exhibit 59). The signature portion of the invoice consists of two wavy lines, which the VEREBs confirmed that they did not make.

The VEREBs later hired an air quality specialist to inspect their home after receiving complaints from their tenant. The specialist confirmed that the air handler and coil had not been replaced and were covered in mold. S. VEREB spoke over the phone with L. BRUNO, and he offered to replace the coil and offered a \$500 discount on the bill. The VEREBs waited for a new invoice reflecting the new balance before paying the bill, but never received one. In December of 2017, S. VEREB received a phone call from GreenSky informing her that she was 45 days past due on her loan payment.

On or about October 21, 2017, an application for credit in the name of S. VEREB was made electronically to GreenSky. Bruno Total Home. The application included S. VEREB's personal identification information, along with an inflated monthly income of \$8750. The application was

entered by **dbaucom** (Exhibit 60). As a result of this application, S. VEREB was authorized for a \$15,000 line of credit. In support of the application for credit, Bruno Total Home submitted invoice #154384 to GreenSky showing a balance of \$9290 (Exhibit 61). The invoice bears three illegible signatures that are purported to be by S. VEREB's signature. Under one of the signatures is the line "I authorize Bruno Total Home Performance to use my GreenSky credit card number as payment for services rendered". S. VEREB confirmed that she did not sign this invoice, nor did she give anyone permission to sign on her behalf. Furthermore, S. VEREB never received this invoice, which is materially different from the one she did receive.

On October 21, 2017 the GreenSky line of credit was charged \$9250 by Bruno Air (Exhibit 62).

Charles Lynn

716 SW 32nd Ct., Cape Coral, FL

On February 13th, 2019 your affiant met with Charles LYNN, DOB 07/18/1943 at the Cape Coral Police Department and obtained a sworn statement regarding his complaint against Bruno Total Home Performance. The interview began at 1:06pm and was audio/video recorded in its entirety. During his statement he said the following:

On June 13, 2018 Bruno Total Home salesman D. BAUCOM met Charles LYNN at his residence located at 716 SW 32nd Ct., Cape Coral, FL to inspect his air conditioning system. Bruno Air (as they were formerly known) had installed his air conditioning unit in 2016 and he was having issues with it. D. BAUCOM determined that the system appeared to be functioning properly, but the air ducts were full of mold. D. BAUCOM suggested that C. LYNN replace the air ducts with Bruno Total Home's "Super Purple Duct Work", and they agreed upon a price of \$10,450. C. LYNN signed a blank screen on D. BAUCOM's cell phone, for what he believed was a work order. D. BAUCOM discussed payment options and proposed an 18-month interest free financing loan to cover project costs. C. LYNN decided to pay \$4500 up front on that day and opted to explore financing options with his credit union.

On June 14, 2018 Bruno Total Home began work and finished the job within two days. C. LYNN asked for paperwork showing the balance that he owed but did not have an email address for them to send it to. A crew worker requested that someone in the office send C. LYNN's paperwork to his home via U.S. Mail.

According to records received from Service Finance Company LLC, an application for credit in the name of C. LYNN was made on June 13, 2018 by Louis Bruno LLC dba Bruno Air Conditioning of SWFL, salesperson Dustin BAUCOM. The application included C. LYNN's personal identification information, along with a grossly inflated monthly income of \$13,900. The application displays C. LYNN's signature at the bottom of the page under "applicant signature" in electronic DocuSign format. The signature is timestamped "06/15/2018 1:25:52 PM ET", along with internet protocol (IP) address 207.155.193.196 (Exhibit 63).

Submitted in support of this application for credit was estimate #26700085 dated June 13, 2018 in the amount of \$10,450. The estimate was purportedly signed by C. LYNN on June 13, 2018, and C. LYNN has confirmed that the signature is the one that he initially provided to D. BAUCOM on a cell phone (Exhibit 64).

The Home Improvement Retail Installment Contract indicates that C. LYNN was approved for a loan in the amount of \$5971 with an APR of 17.989%. Each page of this contract displays C. LYNN's electronic DocuSign signature indicating he agrees with each of the terms. Each signature is accompanied by a date, timestamp and IP address identical to the loan application: "06/15/2018 1:25:52 PM ET", along with internet protocol (IP) address 207.155.193.196. The document was also electronically signed by Jimmy HUNTER, an employee of Louis Bruno LLC. J. HUNTER's signature is timestamped "06/15/2018 1:36:12 PM ET", along with IP address 63.247.152.122 (Exhibit 65).

The owner of IP address 63.247.152.122 on June 13, 2018 was T3 Communications, who confirmed that it was assigned to Bruno Air, 28731 S. Cargo Ct., Bonita Springs, FL on that date.

According to the funding report (Exhibit 66) provided by Service Finance, \$5340.13 was electronically deposited into L. Bruno's SunTrust Bank account ending in [REDACTED] on June 20, 2018 (Exhibit 66).

On June 13, 2018 a "Notice of Commencement" for an "HVAC – Replace Full Duct System" was purportedly signed by C. LYNN and notarized by Federico MUNOZ, who identified C. LYNN by his driver's license. This document was recorded with the Lee County Clerk of Court on June 18, 2018 (Exhibit 67). C. LYNN confirmed that he did not sign the document and did not sign any documents for this project requiring notarization.

Pamela Nagel

238 Daisy Ave, Ft. Myers, FL

On February 27th, 2019 Sgt. Brian Hite met with Pamela NAGEL, DOB 04/09/1948 at her residence, located at 238 Daisy Ave, Ft. Myers, FL and obtained a sworn statement regarding her complaint against Bruno Total Home Performance. The interview began at 1:03pm and was audio recorded in its entirety. During her statement she said the following:

On July 26, 2017 Pamela NAGEL contacted Bruno Total Home to inspect the air conditioning unit on her 1-bedroom mobile home, located at 238 Daisy Ave, Ft. Myers, FL. Bruno Total Home salesperson John PENNELL inspected her unit and recommended replacing it with a new 3-ton unit. P. NAGEL was concerned about the price as her only source of income was social security, but J. PENNELL assured her that the project would be 100% financed and payments would not exceed \$86 per month. He did not disclose the actual price of the unit, nor did he provide her with any documentation. P. NAGEL gave J. PENNELL her personal identification information and signed his cell phone thinking that she was signing an estimate and that Bruno Total Home would finance the project.

On the same day, Bruno Total Home began installing the new unit, but did not finish the job. J. PENNELL told her that he would return the next day with to go over the financial documents and details of the purchase. J. PENNELL never provided her with any documentation, and the installation job was not completed for another fourteen months. It was only after a Lee County inspector called the company that the project was completed.

On or about July 26, 2017 an application for credit in the name of P. NAGEL was made electronically to GreenSky by Bruno Total Home. The application included P. NAGEL's personal identification information, along with an inflated monthly income of \$6250. The address used in the application was an address in Carmel, California, not P. NAGEL's Florida address. The application was entered by **jpennellbruno** (Exhibit 68). As a result of this application, P. NAGEL was authorized for a \$25,000 line of credit.

In support of the application for credit, Bruno Total Home submitted estimate #20426019 to GreenSky showing a balance of \$5565. The estimate was purportedly signed by P. NAGEL (Exhibit 69).

On July 27, 2017 the GreenSky line of credit was charged \$5565 by Bruno Air. (Exhibit 70)

Interview of Tammy Schreier – General Manager for Bruno Total Home

On December 12, 2018 your affiant interviewed Tammy Schreier at the Cape Coral Police Department while in the presence of her Attorney Scott Moorey. The interview was not audio video recorded in its entirety. Towards the end of the interview counsel requested the recording be stopped to have a private conversation with his client. The purpose of the interview was to learn about T. SCHREIER'S position/duties within Bruno Total Home Performance, and to question her about an alleged forged Notice of Commencement Form, notarized with her signature and notary stamp.

According to T. SCHREIER at the time of the interview she had been employed with BRUNO for approximately 1 year and held the general manager position. When asked about job responsibilities, T. SCHREIER said that she ran the entire 20-million-dollar company. Regarding experience, T. SCHREIER informed she held positions like this for the past 16 years. Your affiant informed T. SCHREIER that she was accused of committing a crime and then asked if she knew a person by the name of Katharine Rueb. T. SCHREIER asked if the name was related to BRUNO and after realizing that it was, requested to speak with her attorney outside of the interview room. Upon return, again I asked T. SCHREIER if she knew Katherine Rueb, to which she answered, "yes we have done work for her". I then asked T. SCHREIER if she had ever met Katharine RUEB and she replied, "no sir".

I confirmed with T. SCHREIER that she is registered with the State of Florida as a Notary Public, and that she mainly notarizes documents, such as lien releases for L. BRUNO. T. SCHREIER went on to say that she does not require identification from L. BRUNO when notarizing his signature, because she personally knows him. Once again, I confirmed with T. SCHREIER that she had never personally met Katharine Rueb, and then presented her with K. RUEB's Notice of Commencement, notarized with her signature and notary seal. After reviewing the document T. SCHREIER confirmed the signature and seal belong to her but could not recall notarizing it. T. SCHREIER did admit that she understands using her notary seal to forge a document is a crime.

At the time T. SCHREIER was interviewed, the investigation was still in the very early stages, and although very few complainants had been interviewed, the companies use of deceptive business practices were prevalent. In efforts to learn more about BRUNO's business practices and possibly gain a different perspective from a business standpoint, your affiant asked T. SCHREIER a series of questions relating to this topic. I first asked T. SCHREIER to detail procedures BRUNO salesmen

typically go through when pitching a new HVAC to a customer in their home. Per T. SCHREIER salesmen will simply determine the customers need and then create an estimate on their company issued cell phone, or tablet. The customer is then asked to electronically sign the estimate, authorizing the company to start the job. When the project is finished the customer must supply their electronic signature one more time, acknowledging the work is complete. 3-day right of rescission periods are honored by the company, unless the customer elects to waive them. The investigation has not uncovered any instances where BRUNO personally documents a customer's willingness to waive their rescission period.

When asked if a customer is given the opportunity to review a document in a legible form prior to signing the phone, T. SCHREIER replied, "not in this day and age, everything is electronically driven." Once the signature is obtained on the phone, T. SCHREIER said the customer has the option of receiving their documents via email, or U.S. Mail. In either event, at this point the customer has been unwittingly locked into what T. SCHREIER considers to be a contract.

YGRENE/PACE

T. SCHREIER described PACE/YGRENE as a finance option which affords the consumer an opportunity to repay their loan through their tax bill over a 20-year period. Per. T. SCHREIER, if the customer chooses to finance thru Ygrene, BRUNO will assist with the initial application and then YGRENE communicates with the customer from that point forward. In regard to a 3 day right of rescission period, T. SCHREIER explained although YGRENE affords their customers their right to rescind, they are also allowed to waive this right if they choose to start work immediately. T. SCHREIER also made it a point to mention that all YGRENE calls are recorded. Prior to concluding the taped portion of the interview, Mr. Moorey asked if it was possible to reconcile with property owner K. RUEB in regard to the forged/notarized document in question, to which an answer was not provided. Mr. Moorey spent the next several minutes in the interview room conferring with his client in private. The conversation did resume shortly thereafter, but at the request of Mr. Moorey the video recorder was not turned back on.

When the interview resumed, Mr. Moorey talked about the forged document in question and felt confident if this was T. SCHREIERS only charge, he could most likely have it dismissed. Mr. Moorey explained to T. SCHREIER that your affiant had most likely revealed only a small portion of the

crimes she is being accused of and advised her to cooperate with the investigation if the opportunity presented itself. Although no promises were made, your affiant was willing explore the possibility of using T. SCHREIER as a confidential informant in this case. Mr. Moorey explained to T. SCHREIER that if an agreement was made, she would be required to divulge knowledge of criminal activity and cautioned she may be asked to wear electronic recording devises to capture conversations. T. SCHREIER'S demeanor had changed dramatically, as she was now in tears, agreeing to fully cooperate with the investigation. This concluded the interview.

The following morning, your affiant received a phone call from Mr. Moorey stating that T. SCHREIER changed her mind and now wished to exercise her right to remain silent.

Search Warrant

Approximately 2 weeks after T. SCHREIER was interviewed, your affiant received information from a credible source that L. BRUNO had knowledge of the investigation and was now shredding documents and deleting electronically stored records from computers. Your affiant learned that L. BRUNO retrieved all company cell phones from his employees and issued new cell phones under a different provider.

In efforts to preserve evidence relevant to this investigation, your affiant drafted and obtained a warrant to search the office of Bruno Total Home Performance, located at 28731 S Cargo Ct, Bonita Springs, FL 34135. On January 16, 2018, the warrant was executed with the assistance of Lee County Sheriff's Office, U.S. Marshals, and members of the Cape Coral Police Department. A search of the premises was conducted and all business-related documents, computers and cellphones relevant to the investigation were seized as evidence and are currently being stored at the CCPD Evidence Facility.

Employee Statements

John Pennell

On December 28, 2018 former Bruno Total Home salesman John Pennell provided a voluntary sworn statement to your affiant and Det. Sgt. Hite. The interview was conducted at the Cape Coral Police Department and was audio/video recorded in its entirety.

J. PENNELL was hired by L. BRUNO in February of 2017, and he stayed with the company until December 20, 2018. J. PENNELL's duties during employment consisted of HVAC sales, maintenance and repair. When asked what prompted his resignation, J. PENNELL said L. BRUNO started to make business decisions that didn't sit well with him. J. PENNELL used the liens L. BRUNO placed on customer homes as an example, along with threats of foreclosure. J. PENNELL also said discrepancies in payroll played a factor in his decision to resign. Although J. PENNELL had no knowledge of criminal activity occurring within the business, he did have concerns with the way L. BRUNO dealt with PACE financing. For instance, there have been occasions where J. PENNELL sold a job to a customer that wanted to finance through Ygrene but were denied. Per J. PENNELL, L. BRUNO would instruct him to move forward with the installation, with assurance that he would figure out the financing or form of payment afterwards. This account does add considerable credibility to statements made by victims in this case, who were either denied financing, or didn't qualify for the full amount needed, who later discovered Bruno Total Home received payment by obtaining a fraudulent loan in their name.

Matthew Harrell

On January 09, 2019 former Bruno Total Home salesman Matthew Harrell provided a voluntary sworn statement to Det. Sgt. Hite. The interview was conducted at the Cape Coral Police Department and was audio/video recorded in its entirety. Per M. HARRELL, L. BRUNO's shady business practices and increasing demand to upsell customers without regard for their actual needs prompted him to come forward. M. HARRELL said L. BRUNO's instruction to the salesman is to always get as much money from the customer as possible.

At the onset of the interview M. HARRELL produced L. BRUNO'S 4-Step sales packet. This is basically a step by step script for the salesman to follow during their sales pitch. The instructions are broken down in a series of "meetings", which are calculated/timed discussions for the salesman to have with their customer during the HVAC inspection, or assessment process.

Page 1 on the 4-Step sales process is entitled "Critical Feedback Form". This page entails of a series of questions read to the consumer in efforts to learn about his/her experience with Bruno Total Home prior to arrival and any noted negatives. The salesman will then conduct a partial assessment of the HVAC system alone and then bring the customer out and point out potential problems. This step is

repeated two more times during the inspection process, in efforts convince the customer his/her HVAC system is not functioning properly. The resolution is always full replacement, via the PACE program.

Per M. HARRELL, the next portion of the 4-Step sales process relates to air duct sizing. This is stop is designed to convince the customer that their current air ducts are not large enough to accommodate the current air handler and condenser in the home. L. BRUNO instructs the salesman to deceive their customers by warning that failure to replace improperly sized air ducts will void the warranty of newly installed products.

The guide then goes into Bruno Total Home's maintenance Home Care Club and L. BRUNO Signature Series HVAC packages. The description of each package display inclusions, legible monthly pricing, options and warranty coverages.

According to M. HARRELL, L. BRUNO trains his salesman to sell the customer on a monthly payment, rather than disclosing product and installation costs. For this purpose, L. BRUNO lists monthly payment amounts, clearly on his sales sheet with a dollar sign for proper identification.

Beneath Bruno Total Home's legible monthly payment amount for each HVAC package, is a disclosure that reads "Est Cost Over 20 Years". This is followed by a series of non-descript numbers, determined to be L. BRUNO's full package pricing. L. BRUNO masked the pricing by displaying the numbers without proper separation or the use of a dollar sign. In further attempts shade customers from the truth, L. BRUNO printed the disclosure in a font that would make it nearly impossible for most people even see it.

Brandon Murphy

On January 10, 2019, former Bruno Total Home salesman Brandon Murphy provided a voluntary sworn statement to Det. Sgt. Hite and Det. Jaffarian. The interview was conducted at the Cape Coral Police Department and was audio/video recorded in its entirety.

During the interview it was determined that B. MURPHY was employed by L. BRUNO as an HVAC salesman for approximately 3 ½ years. Per B. MURPHY, rumors of an investigation into the company, coupled with the resignation of several salesman prompted him to contact CCPD. B. MURPHY's

motive to speak with authorities was basically just a fact-finding mission to see if he was being looked as a suspect in the case. The interview determined that B. MURPHY did not have any firsthand knowledge of criminal activity occurring within the company, but he did follow direction from L. BRUNO and obtain customer signatures on Notice of Commencement's and return them to the office for notarization. As clarified earlier in this report, Notice of Commencement forms must be notarized and recorded with the Clerk of the Courts prior to obtaining a project permit. Towards the end of the interview, B. MURPHY confessed that he was not aware that L. BRUNO was directing him to commit crimes, and his intentions were to resign from the company that day.

Dustin Baucom

On January 10, 2019 former Bruno Total Home salesman Dustin Baucom provided a voluntary statement to Det. Sgt. Hite and Det. Howes. The interview was conducted at the Cape Coral Police Department and audio/video recorded in its entirety. Prior to questioning, D. BAUCOM was read his Miranda Rights from a prepared form, to which he understood and elected to waive.

D. BAUCOM served as an HVAC installer and salesman for Bruno Total Home during his 3.5 years of employment, and claims his resignation stemmed from payroll discrepancies.

Although a high percentage of criminal complaints in this investigation originate with D. BAUCOM, he assumes no personal accountability. D. BAUCOM claims to be fully transparent with all customers wishing to finance their project with Bruno Total Home. D. BAUCOM claims each of his customers fully understand and agree to terms of their loan and authorize Bruno Total Home to move forward with their project prior to his departure.

D. BAUCOM does substantiate victim testimony regarding same day installations. Once a customer receives pre-approval for financing, L. BRUNO will quickly dispatch a crew to the residence and start the project immediately. The customer's 3-day right of rescission period was not taken into consideration.

In regard to Notice of Commitment's, D. BAUCOM stated L. BRUNO instructed him to obtain the customers signature of the form and return it to the office to be notarized. Although D. BAUCOM is a registered notary with the State of Florida, he claims to have never used his stamp, and was not aware that the Notice of Commencement required notarization.

BAUCOM COMPLAINTS

At the time of this interview victims Katharine Rueb and Lance Henderson had supplied sworn statements regarding their allegations of fraud, detailed earlier in this report. Because D. BAUCOM was the salesman for both individuals, questions were posed regarding their complaints.

In regard to K. RUEB's complaint, D. BAUCOM confirmed that she supplied her signature only one time during the entire sales process. D. BAUCOM confirmed that L. BRUNO altered K. RUEB's invoice by adding a \$5500.00 lifetime warranty without her approval.

In reference to L. HENDERSON's complaint, D. BAUCOM agreed that L. BRUNO's refusal to stop the project upon request and grant L. HENDERSON his lawful 3 day right of rescission period displayed poor business practices.

Dustin Baucom Proffer

On March 5, 2020 D. BAUCOM voluntarily agreed take part in a proffer agreement, held at the Cape Coral Police Department with his attorney Andrew Marcus and detail his knowledge and involvement in this case. Prior to questioning, D. BAUCOM said that he reviewed terms of the proffer agreement with his attorney and indicated he understood each of them. D. BAUCOM was not promised anything in exchange for his cooperation and understood the testimony he supplied was voluntary.

D. BAUCOM was employed as an HVAC salesman with Bruno Total Home between April 2016 and January 2019 with L. BRUNO being his direct supervisor. D. BAUCOM said his decision to leave the company was based upon law enforcements investigation onto the company.

D. BAUCOM's last interaction with the company is when he tried to pick up his last paycheck from the office. Representatives from the Wilbur Smith Law Firm were on site and tried to solicit an interview from him on behalf of L. BRUNO in exchange for his paycheck, to which he refused.

With regard to consumer finance applications, D. BAUCOM confessed that he routinely falsified consumer information on finance applications at the direction of L. BRUNO. This would include dramatically inflating the customers income to ensure approvals.

D. BAUCOM confessed there are times when a customer would not be approved for financing and L. BRUNO instructed him to move forward with the project and assure financing would be obtained elsewhere. In the event financing could not be obtained, L. BRUNO would demand full payment from the customer, or threaten foreclosure. In some cases, the customer was told from the beginning that their financing was approved when it was not.

L. BRUNO made a concerted effort to conceal overpriced products from the customer in several ways. One method was to train his salesmen to sell the customer based upon a low monthly payment without disclosing terms. Per D. BAUCOM, if a customer were to ask questions pertaining to loan terms, such as “how many months will I have to pay”, L. BRUNO instructed him to simply say, “until it’s paid off.”

With regard to traditional financing, such as GreenSky LLC, D. BAUCOM confessed that he routinely collected payment for L. BRUNO by authorizing and charging customer accounts without consent and prior to job completion. This is a business practice D. BAUCOM was taught and instructed to perform by L. BRUNO.

Ygrene Financing

Once the company received their approval to use the PACE program, L. BRUNO tailored his pricing in a way that allowed him to take all equity out of a customer’s home. This was basically carried out by converting to package, all-inclusive pricing (dramatically raising the product cost with added overpriced warranties). According to D. BAUCOM, L. BRUNO taught his salesmen how to obtain maximum PACE funding for each customer’s property and instructed them to use the package pricing to max them out. For instance, if a customer wishing to finance through Ygrene qualified for \$40,000, L. BRUNO expected D. BAUCOM to sell the customer whatever package “maxed them out”. Needs of the customer were not a factor in the equation, L. BRUNO’s main objective was to get as much money from each customer as possible.

Several complainants in this case fell victim to L. BRUNO’s deceptive business schemes, such as “bait n switch”. In this scenario, salesman review specific HVAC package options with their customer using a prepared script and obtain the customers signature on their cell phone. In most cases the customer is led to believe the signature is required to generate an estimate. The salesman will then obtain and use the customers personal information to apply for credit and determine exactly how much money is

available to borrow. Shortly thereafter a BRUNO installation crew arrives at the residence and immediately renders the existing HVAC inoperable. During this investigation, several victims have come forward claiming to have been victimized by D. BAUCOM in the preceding manner. When asked, D. BAUCOM denied any involvement in this type of scheme. He did however acknowledge that L. BRUNO does not afford customers their required rescission period and is insistent upon starting projects within one day of financing approval.

Lastly, D. BAUCOM stated that he is a registered Notary with the State of Florida but denies ever notarizing any documents during his employment with Bruno Total Home. In the event a Notice of Commencement was needed for a sale, D. BAUCOM states L. BRUNO instructed him to have the customer sign the document and return it to the office to be notarized.

Interview of Peter Cuderman

On March 13, 2019 former BRUNO employee Peter Cuderman provided a voluntary sworn statement to your AFFIANT and Det. Jaffarian of the Cape Coral Police Department. The interview was conducted at the Cape Coral Police Department and was audio/video recorded in its entirety.

P. CUDERMAN was hired by L. BRUNO as the director of public relations for his company in 2015. P. CUDERMAN holds a bachelor's degree in legal studies and an MBA in general management. That being said, L. BRUNO would often ask P. CUDERMAN for advice or guidance prior to making certain business decisions.

According to P. CUDERMAN, approximately 2 years ago he met FGCU student Tyler Moore and offered him an internship with Bruno Air. T. MOORE worked very hard during his internship and eventually secured a paid position in marketing. P. CUDERMAN said two days after the search warrant was executed at the office of Bruno Total Home, he received a call from T. MOORE requesting to speak with him in person.

According to P. CUDERMAN during their conversation T. MOORE told him "they (referring to L. BRUNO, T. SCHREIER and J. HUNTER) had me photoshopping signatures onto other documents". T. MOORE went on to clarify that he was directed to photoshop customer signatures from legitimately signed documents and transpose them onto other financial documents. P. CUDERMAN said that he questioned T. MOORE further and asked how they were transposing signatures beforehand. T.

MOORE told him that T. SCHREIER and J. HUNTER were literally using the old cut (with scissors) and paste method to affix customers signatures onto documents later used in support of financial loans.

Additionally, T. MOORE told him that T. SCHREIER, on multiple occasions said L. BRUNO was instructing them to transpose signatures onto contracts, and that she would make offhand comments like “we could go to jail for this” and then laugh about it. Lastly, T. MOORE told him after two weeks of photoshopping signatures, he called a meeting with Human Recourses director Jennifer DELGADO, L. BRUNO, T. SCHREIER and said that he would no longer alter documents for them. P. CUDERMAN encouraged T. MOORE to seek counsel and report the criminal activity to authorities.

Additional Information

P. CUDERMAN confirmed after T. SCHREIER’s interview on 12-12-18, she called L. BRUNO and disclosed specific details of the interview, and that she was asked to wear a wire to record conversations. P. CUDERMAN said L. BRUNO held a meeting with his lawyers shortly thereafter, to which he was present. During the meeting L. BRUNO informed T. SCHREIER that she was being placed on administrative leave. It was rumored that T. SCHREIER went on leave to spend time with a newborn grandchild, but it is not reasonable to believe that she would be placed on “administrative leave” for that purpose. It is reasonable to believe that L. BRUNO placed T. SCHREIER on admin leave to ensure that she would not have an opportunity to gather evidence against him. In addition, L. BRUNO immediately purchased a new phone and obtained a new phone number, which your affiant learned through employee testimony he had never done before. L. BRUNO kept the old phone and number active and instructed his assistant Annette WATKINS to monitor all calls for him. On 12/14/2018 L. BRUNO sent an SMS text message to employees that read the following: **“This is my new number.” “Extremely private. Anybody that has my old number will have Annette reach me. Nobody share this number with anybody, zero approval.”**

P. CUDERMAN also stated approximately two weeks prior to the execution of the search warrant, L. BRUNO instructed him to tell customer service representative Phoenix WOOD to print all documents relating to customers with pending legal matters and bring them directly to A. WATKINS so that she could store them in her office. Your AFFIANT did seize these documents during the search warrant, which were in the exact place P. CUDERMAN said they would be. After delivering the documents to A. WATKINS, P. CUDERMAN was instructed to meet with Kevin MULLINS, identified as L.

BRUNO'S information technology (IT) person and instruct him to delete the documents from the ServiceTitan software. K. MULLINS was contacted for an interview but has chosen to remain silent in this case.

From time to time P. CUDERMAN would review customer files for L. BRUNO which he referred to as "legal pending" to ensure accuracy before going to the lawyers. In hindsight, P. CUDERMAN recalled a matter pertaining to Katharine Rueb who at the time was being sued by L. BRUNO to foreclose on her home. P. CUDERMAN explained while reviewing her legal file, he came across an invoice that was not properly signed by the customer. In fact, the invoice merely displayed "two lines" in the area designated for her signature. P. CUDERMAN brought the matter to L. BRUNO'S attention and inquired about the signature. L. BRUNO replied, "oh it's on my computer." L. BRUNO then printed page 2 of K. RUEB'S invoice from his laptop and handed it directly to him. P. CUDERMAN examined the document and saw the "two lines", were replaced with K. RUEB'S legibly written signature. Your affiant showed P. CUDERMAN a copy of the invoice (exhibit 9) and he positively identified the signature as being the same one L. BRUNO printed from his computer. Furthermore, your affiant searched L. BRUNO's legal pending cases seized during the search warrant and located K. RUEB's file. Within the file your affiant found the forged invoice (exhibit 9) described and identified by P. CUDERMAN.

P. CUDERMAN describes L. BRUNO as a master manipulator, and a liar. P. CUDERMAN stated L. BRUNO is untruthful with everybody, including his lawyers and he is of the mindset that he can do whatever he wants to and never be touched. P CUDERMAN is confident that T. MOORE is being truthful in his disclosures and has chosen to cut off all communication with L. BRUNO from that day forward.

Tyler Moore

On March 15, 2019 Tyler Moore, formerly employed by Bruno Total Home provided a voluntary statement at the Cape Coral Police Department in the presence of his attorney Douglas Malloy. Also present for the interview was ASA Audra Thomas-Eth, Detective Your AFFIANT and Sgt. Brian Hite. Prior to questioning T. MOORE was read his Miranda Rights from a prepared card. T. MOORE said that he understood each of his rights and elected to waive them. The interview began at 10:04 am and was audio/video recorded in its entirety.

T. MOORE was hired by L. BRUNO in February 2017 as the company's social media coordinator and worked out of Bruno Total Home's office in Bonita Springs. In February of 2018, T. MOORE was diagnosed with stage 2 cancer and although he was covered medically under his mother's insurance, he would soon turn 26 and be forced to cover his own medical insurance.

In August 2018 T. MOORE had a meeting with L. BRUNO and learned he was being transferred to the finance department. T. MOORE made it clear that he didn't know anything about financing and said he would not be comfortable in that position. T. SCHREIER told him "It's this position or no position and you're gone." T. MOORE said the new position came with a raise and healthcare, so he accepted.

According to T. MOORE, on his first day of training in the finance department T. SCHREIER showed him how to copy a customer's signature from a "sold estimate" and transpose it onto an invoice. T. MOORE was also shown how to alter the itemized description of work on an estimate to coincide with PACE approved projects and Ygrene's finance guidelines. T. SCHREIER and J. HUNTER were transferring the signatures using the old cut and paste method, using scissors and white out. T. MOORE quickly discovered that he could change the description of work on a sold estimate through BRUNO'S ServiceTitan or Google Docs account and convert it to an invoice. T. MOORE would then use Adobe Acrobat to copy a customer's signature from the sold estimate and paste it onto the contract. The fraudulent/forged invoice would then be used in support of the finance agreement and to collect funds for the project.

T. MOORE explained he was led to believe that a process in the company was broken and he was just correcting the problem. He had absolutely no understanding of finance at the time and was merely doing what T. SCHREIER instructed him to do.

Eventually T. MOORE gained a better understanding of finance and began questioning Bruno Total Home's supposed broken sales process. Why is it that he is having to transfer customers signatures onto the invoice? Why is this not handled during the sale? In any event, T. MOORE decided to confront T. SCHREIER and let her know that he was done transferring signatures and from that day forward, any paperwork to come across his desk would be handled properly. T. SCHREIER

apologized to T. MOORE for directing him to commit the crimes and said that she wasn't comfortable doing it either, but she was just following direction from L. BRUNO.

Later that same day T. MOORE was called into the conference room with L. BRUNO, J. DELGADO and T. SCHREIER. During the meeting T. MOORE told L. BRUNO he would not alter customer documents or transfer customer signatures any longer. Rather than inquire about T. MOORE's statement and figure out why he would need to transfer a customer's signature in the first place, L. BRUNO Immediately went crazy, yelling and screaming and defending himself. At this point T. SCHREIER interjected by reminding L. BRUNO, "You know damned well, it's the same thing you had me do." L. BRUNO was not happy with T. SCHREIER's allegation and turned his anger towards her. At no point did L. BRUNO condemn the fraudulent practice, demand that it be stopped, or even inquire as to why this was happening in the first place. Prior to being excused from the meeting, L. BRUNO tried to minimize the severity of the situation by saying "it's all ok, this is the way Ygrene wants us to do it". J. DELGADO sat silently next to L. BRUNO during the entire exchange and supplied no support for T. MOORE whatsoever. T. MOORE returned to his financing position and from that day forward, any documents that came across his desk requiring customer authorization were returned to the salesman.

In mid-December 2018 T. MOORE noted unexplained changes occurring within the company that made him feel uneasy. Employees started resigning from the company, L. BRUNO changed his phone number and he was instructed to tell anyone asking questions about the business that he has legal representation. T. MOORE said the search warrant executed on the business in mid- January crippled the company, as now more employees were leaving, and revenue dramatically decreased. T. MOORE stayed the course and conducted all his financing responsibilities with integrity. As time went on L. BRUNO became increasingly desperate and began to pressure employees to "bring in more money." T. MOORE said towards the end of January 2019, L. BRUNO questioned him about funding on a particular finance deal and wanted to know why it hadn't gone through. T. MOORE explained that he was not able to verify the installation had commenced and therefore could not request funding. L. BRUNO became very upset and demanded T. MOORE "push it through" without verification. T. MOORE absolutely refused to accommodate L. BRUNO and resigned from the company.

Tyler Murray

On 06/27/2019 your affiant scheduled an interview with Tyler Murray at the Cape Coral Police Department. Although T. MURRAY did show up for the interview, he ultimately decided not to answer questions without his lawyer present.

Tyler Murray Proffer

On March 5, 2020 T. MURRAY voluntarily agreed to take part in a proffer agreement, held at the Cape Coral Police Department with his attorney Derek Tyler and detail his involvement and knowledge in this investigation. Prior to questioning T. MURRAY said that he reviewed terms of the proffer agreement with his attorney and indicated he understood each of them. T. MURRAY was not promised anything in exchange for his cooperation and understood the testimony he supplied was voluntary.

The following is a summary of the information obtained during the interview:

T. MURRAY held a position with Bruno Air and Bruno Total Home off and on between April 2016 and February 2019, primarily as a maintenance technician. Within that timeframe, T. Murray had resigned from the company on three separate occasions to follow other career options. In late 2018, T. MURRAY accepted a position in HVAC sales and remained in this position for his last few months of employment.

During the interview T. MURRAY confessed to deliberately inflating the income on finance applications to ensure customer loan approvals. T. MURRAY was unaware that falsifying information on a finance application is a criminal offence, and he learned this business practice through company training and instruction.

T. Murray was also trained and instructed by L. BRUNO to obtain customer signature's on Notice of Commencement's and return it to the office to be completed and notarized.

T. MURRAY was unable to provide any other useful information to assist in furthering the investigation.

Justin Adams

On September 03, 2019 Justin Adams, formerly employed by L. BRUNO provided a sworn statement at the Cape Coral Police Department in the presence of his attorney Robert Goodman. Questions are those of Detective John Howes and Detective Philip Lamanna. The interview began at 2:20pm and was audio/video recorded in its entirety.

Mr. Adams was hired by L. BRUNO in the summer of 2017 and remained with the company until October of 2018. For about the first 5 months J. ADAMS sold HVAC systems for BRUNO and spent the remainder of his employment heading L. BRUNO'S electrical division. In addition to employment, J. ADAMS has been a close friend of L. BRUNO'S since childhood; even so, J. ADAMS said he witnessed L. BRUNO and T. Schreier engage in criminal business practices and made the decision to come forward and speak to authorities.

Prior to any disclosures made, Mr. Adams clarified responsibilities/duties for T. SCHREIER, L. BRUNO and other management employees as he understood them. In Mr. Adams position, he took direction and reported directly to L. BRUNO on all matters.

The crimes Mr. Adams witnessed pertain to the fraudulent transfer of customers signatures onto legally binding documents and forged Notice of Commencement forms, notarized and filed with the courts by way of fraud.

Regarding the transfer of customer signatures, J. ADAMS said, shortly before resigning from the company, he walked into the finance department to speak with L. BRUNO who was at the time conversing with T. SCHREIER at her desk. As J. ADAMS approached the desk, he heard T. SCHREIER say to L. BRUNO "I cannot believe you are making me do this." L. BRUNO just stood there with his arms crossed giggling. J. ADAMS said that he looked down at the two-computer monitors on the desk and watched T. SCHREIER digitally copy customers signatures from one screen and paste them onto invoices on the other screen. J. ADAMS believed the fraudulent invoices were created to assist with Ygrene financing.

Your AFFIANT submits the preceding disclosure is supportive of the testimony and timeline T. MOORE supplied earlier. T. MOORE was moved into the finance department in August 2018, and at this time T. SCHREIER was pasting customer signatures onto invoices using scissors, whiteout and

glue. T. MOORE showed T. SCHREIER how to copy and paste signatures digitally and for a short while, assisted her by altering invoices to fit Ygrene's finance guidelines. Eventually T. MOORE refused to continue, and T. SCHREIER once again assumed the role, now she was able to transfer the signatures right from her computer, which is exactly what J. ADAMS witnessed shortly before resigning in October 2018.

Regarding Notice of Commencement forms, J. ADAMS said L. BRUNO instructed his salesman to give all the non-notarized, or customer signed forms to T. SCHREIER, and she would make sure they were completed. Mr. Adams testified that he personally witnessed T. SCHREIER sign and notarize customers signatures on Notice of Commencement forms, which were then recorded with Clerk of the Courts. I asked J. ADAMS if L. BRUNO had knowledge that aforementioned described crimes were being committed, and he replied, "there wasn't anything that went on in that building that Louis wasn't aware of."

Sales

According to J. ADAMS, L. BRUNO implemented specific directives that the salesman and office personnel must follow when a potential sale is on the table. For instance, L. BRUNO advertised a \$19.00 trip and diagnostic fee to a consumer to assure their HVAC is working properly. Per J. ADAMS, L. BRUNO does this solely to gain access to the consumers residence, find or create a problem and make a sale. L. BRUNO provides his employees with specific written instruction for guidance during a sales pitch. If sale is not made the salesman is required to call L. BRUNO prior to leaving the customers home. J. ADAMS estimated L. BRUNO helps facilitate at least 70% of all HVAC sales by personally speaking with the client. If an agreement is made (and sometimes when an agreement is not made) L. BRUNO will send out an installation crew no later than the following day to start the job. Per Mr. Adams, L. BRUNO's business practice was to force a customer into a sale, and then start the job before having a chance to cancel.

GreenSky Financing

L. BRUNO was of the belief that a customer willing to finance a project is likely to spend more money than a customer paying out of pocket. So, L. BRUNO created a generic financing application (paper form) for his salesman to obtain personal information generally needed when a person is applying for credit. The salesman is then able to use the information and apply for financing online using an

approved lender. When explaining the process, J. ADAMS specifically referred to GreenSky financing and how L. BRUNO trained his salesman to apply for and obtain funding. After completing the generic application form, J. ADAMS would log into the GreenSky financing portal and enter all of the customers personal identifying information into the system. GreenSky does require a customer to disclose his/her monthly income on the application, which is factored into the decision to approve or deny. Per J. ADAMS, L. BRUNO instructed all of his salesmen to falsify the application by either doubling or tripling the consumers income to enhance the chances of approval. GreenSky provides instant approval for its customers, and immediately sends the salesman their credit card number, and the approval amount. This information would populate in ServiceTitan, alerting L. BRUNO and office personnel to the approval. In many cases, J. ADAMS said L. BRUNO would charge the customer's account without their approval and receive payment before the project even started.

The interview concluded with J. ADAMS reiterating L. BRUNO'S is aware of everything that goes on within the company and although T. SCHREIER partakes in the fraudulent business practices, L. BRUNO is always the facilitator.

Interview of Xuxa Santiago

On September 19, 2019 former BRUNO employee Xuxa Santiago provided a voluntary sworn statement to Det. Howes at the Cape Coral Police Department and was audio/video recorded in its entirety.

X. SANTIAGO was hired by BRUNO in October 2017 as a customer service representative, primarily responsible for scheduling service calls. In early 2018, X. SANTIAGO was reassigned to collections and moved into the accounting office with T. SCHREIER, who at the time was processing finance applications for Ygrene customers. X. SANTIAGO worked/sat directly next to T. SCHREIER at the same table which afforded her the opportunity to overhear conversations with L. BRUNO and witness the defrauding of customers firsthand.

When BRUNO first started to use the PACE program, X. SANTIAGO said the company seemed to be running smooth, but it wasn't long before L. BRUNO "got a taste of the money" and discovered ways to manipulate the system and take advantage of customers. Per X. SANTIAGO, anytime a Ygrene application was submitted for a customer, L. BRUNO received a notification. If the customer

qualified for financing, L. BRUNO would enter the consumers address into the Ygrene portal and determine how much money could be pulled from the home based on value/equity. This afforded L. BRUNO the opportunity to contact salesmen without the customer having knowledge and convey total funds available. L. BRUNO would then instruct the salesman to, max the customer out by any means necessary, even if it meant deliberately damaging existing equipment. X. SANTIAGO made it clear, that L. BRUNO was not in business to fix his customers HVAC system, his goal was to replace all of them.

During my conversation with X. SANTIAGO it became obvious that L. BRUNO'S primary focus was to make as much money as he could, as fast as he could. Finance guidelines and regulations were not followed, consumer rights were disregarded, and Florida laws were blatantly violated for financial gain.

Example; Ygrene LLC guidelines prohibit BRUNO from starting any PACE funded project before the consumer's 3 day right of rescission period has expired. Per X. SANTIAGO, and many other witnesses/victims in this case, L. BRUNO did not afford their clients this privilege. In fact, L. BRUNO did just the opposite and instructed his employees to start the job immediately upon receipt of the client's pre-approval. In many cases the project would be completed prior to the application of permits, and before the consumer could review/agree to financing terms. X. SANTIAGO stated L. BRUNO'S refusal to follow Ygrene's guidelines delayed payments to the company, which in return caused shortfalls in payroll and the inability to pay vendors.

X. SANTIAGO informed customers routinely called the company alleging their signatures were showing up on documents they hadn't seen or agreed to. I asked X. SANTIAGO if she knew anything about customer signatures being transposed onto invoices. Her response "That would be Tammy", referring to T. SCHREIER. To summarize the scheme, X. SANTIAGO explained, salesmen would sit with a customer and build an estimate or invoice on their phone and obtain the his/her electronic signature. T. SCHREIER would then log into ServiceTitan, generate a duplicate copy of the document, alter it to fit their needs, or needs of the finance company to ensure funding. Lastly, the customers electronic signature is transferred onto the new invoice, locking them into an agreement. If a customer were to question the invoice, L. BRUNO would strongarm the customer by threatening legal action.

X. SANTIAGO witnessed T. SCHREIER commit these acts of fraud and can testify that L. BRUNO conspired with T. SCHREIER to commit these crimes.

Per X. SANTIAGO, customers signatures on Notice of Commencement forms were regularly forged, and fraudulently notarized by employees at the direction of L. BRUNO. Employees were forced to comply or face the “wrath” of Louis.”

Annette Watkins

On January 23, 2019 former BRUNO employee Annette Watkins provided a voluntary sworn statement to Detective Sergeant Hite at the Cape Coral Police Department. The interview began at 9:55am and was audio/video recorded in its entirety.

A. Watkins hired on with L. BRUNO July 5, 2015 and stayed with the company until January 2019. During employment A. WATKINS served as L. BRUNO’S executive personal assistant, with duties that included managing L. BRUNO’S personal finances. Eventually, A. WATKINS was asked to take on additional supporting roles within the company, assisting with basic accounting practices, such as reconciling bank accounts and credit card statements, payroll and assisting with legal files. A. WATKINS was also an authorized user on L. BRUNO’S business accounts which allowed her to write and cash checks to ensure the business had petty cash on hand.

During the interview, A. WATKINS drew a detailed diagram showing L. BRUNO’S business structure with regard to his various limited liability companies intermingled within the business, and their corresponding financial institutions. Although A. WATKINS did not have knowledge of the crimes noted in this investigation, she was present in meetings with L. BRUNO after learning of the investigation. Details of the meeting are as follows:

- L. BRUNO learned that T. SCHREIER spoke with law enforcement on 12-12-18, was asked to wear a wire in the building and placed her on administrative leave.
- L. BRUNO said, “the feds will be raiding the business” and planned to put chains on the doors.
- L. BRUNO instructed IT manager Kevin Mullin to forensically wipe all data from the computers in the building and to delete all data from his cell phone.

- L. BRUNO instructed A. WATKINS to monitor all of his incoming emails, and incoming calls to his cell phone and stated he would not have any conversations with anyone from that day forward on those devices.
- L. BRUNO bought a new cell phone and changed his cell phone number.
- L. BRUNO collected all business-related cell phones from his employees and reissued new cell phones using a different provider.
- L. BRUNO demanded all doors to the building, inside and outside were to remain locked.

Based on this affiant's personal experience, knowledge and training in investigating numerous criminal organizations, both at the state and federal levels, I am aware that the precautionary measures, and actions taken by L. BRUNO after learning of the investigation is indicative of a business owner having knowledge and participating in organized criminal behavior within the company.

James Hunter Proffer

James Hunter voluntarily agreed take part in a proffer agreement and detail his involvement and knowledge in this investigation. J. HUNTER reviewed terms of the proffer agreement with his Attorney Danielle O'Halloran and indicated he understood each of them. J. HUNTER was not promised anything in exchange for his cooperation and understood the testimony he provided was voluntary. This is a two-part proffer, that began on October 15, 2019 and concluded on October 31, 2019 at the law office of Ringsmith, Day & O'Halloran, located at 2215 First St, Fort Myers, FL 33901. Questions were presented by your AFFIANT, State-Wide Prosecutor Russell Stoddard and FDLE Special Agent Grant Wagner. The entire exchange was audio recorded and later transcribed.

The following is a summary of the information obtained during the interview:

In May of 2018, L. BRUNO hired J. HUNTER to oversee the company's finance department and assist with Ygrene funded projects. This included corresponding with customers, fielding complaints, conducting Ygrene welcome calls and tracking project funding. In addition to PACE funding, J. HUNTER also oversaw funding by GreenSky LLC, Service Finance and Genesis.

To ensure proper guidelines and procedures were being followed, Ygrene supplied BRUNO with a finance guidebook that included step by step instruction to be followed for all PACE funded projects. According to J. HUNTER the proper steps to properly fund a Ygrene project according to the guidebook are as follows:

1. While in the customers presence, the salesman shall log into the Ygrene Portal and enter the following information:
 - a. Property address
 - b. Applicants name, date of birth, social security number, and current email address.
 - c. Copy of current mortgage statement
 - d. Eligible improvements and the agreed upon price.
 - e. The salesman shall submit the application to Ygrene LLC through their portal for review.
 - f. A finance agreement is automatically generated and emailed to the applicant for review.
 - g. The customer will personally DocuSign the agreement and email back to Ygrene.
 - h. If approved, the customer will receive a “welcome call” from a Ygrene representative to review financial terms, consumer rights and disclosures.
 - i. After the 3 day right of rescission period has expired, Ygrene will email a Notice to Proceed letter to both the customer and contractor giving permission to move forward with the project.
 - j. The customer must sign a final contractor invoice upon completion of the project. A copy of this invoice shall be uploaded to the Ygrene portal confirming the project is complete.
 - k. Ygrene contacts the customer to confirm job completion and to ensure satisfaction.
 - l. A settlement statement is emailed directly to the customer by Ygrene, which is to be electronically signed and returned.
 - m. Project funds are released to the contractor.

Although J. HUNTER’S intentions were to follow the preceding steps and procedures, L. BRUNO’S instruction were as follows:

1. Determine available equity for the customers property and take all of it.
 - a. As stated previously, L. BRUNO would receive notification with every Ygrene application submitted and use the company’s portal to determine the maximum dollar amount available. Once L. BRUNO lost this privilege, he instructed J. HUNTER to contact Ygrene’s underwriters directly to obtain this information.

2. L. BRUNO trained salesman to deliberately enter the customers email address incorrectly on finance applications. This step is taken to ensure the customer will not receive finance terms or discover the project cost.
3. Invoices are withheld from the customer until after the job has finished to conceal project costs.
4. For PACE projects, Ygrene requires all welcome calls be completed prior to start of the project. L. BRUNO and T. SCHREIER instructed J. HUNTER to delay all welcome calls until 80% of the project was complete to ensure the customer could not cancel. Furthermore, J. HUNTER was told to prepare customers prior to receiving their welcome call to ensure no issues would arise on the recorded line.
5. At L. BRUNO'S direction, J. HUNTER, T. SCHREIER and T. MOORE routinely copied customers electronic signatures captured by the salesman and transferred them onto legally binding contracts.
6. At L. BRUNO'S direction J. HUNTER, T. SCHREIER and T. MOORE manipulated customer invoices to coincide with Ygrene's guidelines to obtain funding.

Deceptive business practices

Testimony provided by victims and former BRUNO employees, coupled with evidence obtained in the investigation, confirm L. BRUNO and T. SCHREIER relied heavily upon deceptive and fraudulent business practices to force customers into accepting overpriced, unwanted HVAC and warranty related contracts. During the proffer, J. HUNTER provided testimony to support the preceding facts and took responsibility for his participation in crimes committed. The following is a summary of J. HUNTERS testimony detailing his knowledge and involvement in this organized scheme to defraud.

L. BRUNO'S main goal when selling product, or services to a customer is to get them financed. It is very difficult to conceal project costs from a cash buyer, and clients paying with cash would most likely never pay L. BRUNO'S outrageous prices. Therefore, L. BRUNO trained his salesmen to apply aggressive sales tactics and persuade customers to finance their projects by promising an affordable monthly payment. Salesmen were instructed to avoid answering any questions from the customer that pertained to project costs and revert back to the monthly payment. This of course afforded L. BRUNO the opportunity to conceal exaggerated equipment costs, warranties and service contracts from the customer and increase his profit margin. According to J. HUNTER, financed customers would not receive any BRUNO documentation to show full project costs until after the job was complete.

Tactics such as bait n switch described by victims and former employees were commonly used to target the elderly and the vulnerable. J. HUNTER confirmed L. BRUNO instructed employees to start projects upon receipt of the customers electronic signature, or pre-approval for financing. Customers were not afforded a 3 day right of rescission period and L. BRUNO took it upon himself to authorize and collect payment from financial institutions without the customers consent and before the project was complete. If a customer were to question project costs or try to cancel, L. BRUNO would intimidate the client by threatening to foreclose on their property.

J. HUNTER also admitted that L. BRUNO instructed his salesmen to dramatically inflate the customers income on finance applications to increase chances of approval. In efforts to hide, or prolong the discovery of fraudulent loans, L. BRUNO instructed salesmen to apply for credit without the customers knowledge and alter email addresses so notification would not be received. J. HUNTER, or T. SCHERIER would then log into the finance company's portal and accept terms of the loan for the consumer and collect payment. There were also occasions that L. BRUNO and T. SCHREIER instructed J. HUNTER to create fake customer Gmail accounts to receive and approve customer finance agreements to collect funding.

In the event a customer was denied financing and the project had already started, L. BRUNO directed his crew to proceed with the installation and instructed J. HUNTER to search for funding elsewhere. When this didn't work, L. BRUNO simply billed the customer directly, expecting the balance to be paid in full.

A large portion of this investigation focused on electronic signatures and the way BRUNO used those signatures to lock customers into unwanted contracts and financial agreements. J. HUNTER admitted to taking part in this fraudulent scheme by duplicating estimates, or service invoices already signed by the customer and then transferring said signature onto very expensive legally binding contracts. J. HUNTER testified that L. BRUNO and T. SCHREIER both instructed him to commit the preceding fraudulent acts and were active participants. Again, L. BRUNO used the forged invoices to obtain project funding and to coerce customers into acceptance or threaten foreclosure in a manner indicative of extortion.

In regard to forged and fraudulently notarized Notice of Commencement forms, T. SCHREIER and L. BRUNO instructed J. HUNTER to assist with clearing out open permits by forging and notarizing customers signatures on the forms. J. HUNTER said that he refused to cooperate, and your AFFIANT has no evidence to prove otherwise. Per J. HUNTER there were employees within the company that received the same instruction and agreed to cooperate to avoid being fired.

Many of L. BRUNO's customers agreed to have their air ducts replaced based upon mold infestations diagnosed by the salesman. Victims were led to believe airflow contaminated by mold, or microbial growth presented significant health risks which in turn generated more sales. J. HUNTER explained a small sample of the customers air duct is generally submitted to a lab to identify the growth, but the ducts were always replaced prior to receiving the analysis report. L. BRUNO'S salesmen are trained to use mold, or microbial growths as leverage to sell customers air duct replacement, even though they are not certified to do so.

Prior to concluding the proffer statement, J. HUNTER confirmed that L. BRUNO made no efforts to investigate any customer complaints in regard to allegations of fraud until after the search warrant was executed. At this time, L. BRUNO instructed his employees not to speak with law enforcement and promised them legal representation. Lastly, J. HUNTER testified that L. BRUNO is responsible for creating, teaching and instructing his employees the process and procedures to defraud customers from start to finish.

Ronald Toledo Proffer Statement

On March 5, 2020 former Bruno salesman Ronald Toledo voluntarily agreed take part in a proffer agreement, held at the Cape Coral Police Department with his attorney Gerald Berry. Prior to questioning R. TOLEDO confirmed that he reviewed terms of the proffer agreement with his attorney and indicated that he understood each of them. R. TOLEDO was not promised anything in exchange for his cooperation and understood the testimony he supplied was voluntary.

R. TOLEDO hired on with Bruno Air in 2015 and remained with the company until January of 2019. During the first three years of employment R. TOLEDO served as a HVAC maintenance technician and eventually transitioned into HVAC sales.

Sales Training

L. BRUNO often held meetings with his salesmen to provide training, instruction and sales techniques to aid with HVAC sales. R. TOLEDO took L. BRUNO's training sessions seriously and applied what he had learned to sell L. BRUNO's product. The following is an itemized list of the training and instruction R. TOLEDO received from L. BRUNO and used during course of business to solicit sales.

- L. BRUNO trained R. TOLEDO to dramatically inflate customers income on finance applications to ensure financing approvals.
- L. BRUNO instructed R. TOLEDO to obtain his customer's signature on Notice of Commencement forms and return them to a notary at the office to be notarized.
- L. BRUNO trained R. TOLEDO to sell his product using a prepared script so that true project costs and loan terms would not be revealed to the customer.
- L. BRUNO trained R. TOLEDO how to log into the Ygrene Portal and determine exactly how much available equity a customer had in their home and then instructed him to "max them out".

If R. TOLEDO was unable to pull all the equity from a customer's home, L. BRUNO would send another salesman out right behind him to sell more product.

- L. BRUNO trained R. TOLEDO to apply for traditional financing as a backup for all customers requesting to fund their project through the PACE program.
- L. BRUNO trained R. TOLEDO to disregard customer needs and focus on selling the customer whatever makes the most money for the company.
- L. BRUNO trained/instructed R. TOLEDO to charge customer GreenSky accounts, without their knowledge, and prior to completion of the project.

R. Toledo is the salesman that sold victim Nancy Clark a new duct system for her apartment using the PACE/Ygrene program. Your affiant reviewed this complaint with R. TOLEDO, and in doing so, found that his interaction with N. Clark during the sales process, correlated perfectly with training received from L. BRUNO.

- R. TOLEDO used L. BRUNO's scripted sales pitch in efforts to convince N. Clark to purchase their most expensive duct system. When N. Clark declined to move forward, R. TOLEDO followed his training and called L. BRUNO to coerce N. Clark into making the purchase.

- R. TOLEDO applied for Ygrene funding and per L. BRUNO's training and instruction, used N. Clark's personal information to apply for GreenSky financing as a backup. The financing was approved.
- Per L. BRUNO's training and instruction, R. TOLEDO dramatically inflated N. Clark's income on the GreenSky loan application.

R. TOLEDO confessed that N. CLARK made it clear that she could not afford to replace her duct system and she did not wish to make any financial decisions on that day. R. TOLEDO agreed at this point he should have honored N. Clark's wishes and left the home. Per R. TOLEDO's training, he contacted L. BRUNO and told him "this lady does not have any money, she would like to take some time to think about it." L. BRUNO disregarded 83-year-old N. Clark's request and aggressively pursued the sale until she relented.

R. TOLEDO was also questioned about the Notice of Commencement recorded with the Clerk of the Courts for N. Clark's project. R. TOLEDO did not recall having N. CLARK sign the form, but he is positive that the signature was not notarized in her presence.

Additional Information

As with several other salesmen interviewed in this investigation, when asked, R. TOLEDO said, L. BRUNO often instructed customer projects to move forward having knowledge that financing was not approved. L. BRUNO justified his decisions by saying, "we'll figure it out later", or "we'll figure it out on the back end."

R. TOLEDO resigned from Bruno Total Home shortly after the search warrant was executed on the business. Prior to receiving his final paycheck, L. BRUNO requested R. TOLEDO speak with his attorney's, which he agreed to do. Per R. TOLEDO, the questions asked related to specific sales procedures, L. BRUNO's 4- step sales process and job training.

Holly Hansen Proffer

On March 20, 2020 former BRUNO employee Holly Hansen voluntarily agreed to take part in a proffer agreement, held at the Cape Coral Police Department with her attorney Ian Mann. Prior to questioning, H. HANSEN confirmed that she reviewed terms of the proffer agreement with her attorney and indicated that she understood each of them. H. HANSEN was not promised anything in exchange for her cooperation and understood the testimony she supplied was voluntary.

Between December 2017 and January 2020, H. HANSEN worked for L. BRUNO primarily as the company's General Contracting Manager. Her duties were to provide complete oversight of all HVAC, plumbing, electrical, window, door and roofing replacement projects. A portion of these duties were to ensure that projects were permitted properly and inspected upon completion.

Permit Process

Per H. HANSEN, all projects in excess of \$7500.00 require a notarized Notice of Commencement signed by the customer. Proper procedure would be to record the NOC with the Clerk of the Courts and then apply for and obtain permits for the project. H. HANSEN confessed, this was not the procedure that Bruno Total Home implemented or followed. Salesmen were simply instructed to have their customer sign the NOC, write down their driver's license number and then return it to the office for notarization. H. HANSEN clarified she was not a registered notary at the time of hire; therefore, all NOC's were notarized by her supervisor T. SCHREIER. Eventually T. SCHREIER grew tired of notarizing NOC's and arranged through L. BRUNO for office personnel and salesmen to obtain their certification online, so that each employee could notarize their own documents.

Unfortunately, this did not correct the problem as salesmen often neglected or refused to use their stamp, and NOC's continued coming in with only a signature. H. HANSEN spoke to both L. BRUNO and T. SCHREIER about the issue and requested help, but they refused.

In efforts to correct the issue, T. SCHREIER taught HANSEN how to prepare the customer signed NOC accurately and instructed her to notarize the signature by checking off "produced identification" on the form to indicate the notarization occurred in presence of the signor, when it was not. In furtherance of the crime, T. SCHREIER directed H. HANSEN to upload the fraudulent documents to the Clerk of the Courts for recording purposes. H. HANSEN admitted that she notarized and recorded

over 100 fraudulent NOC's during employment with Bruno Total Home in the preceding manner at the direction of T. SCHREIER.

H. HANSEN was working remotely from her home the day your AFFIANT served the search warrant on BRUNO's business. H. HANSEN contacted BRUNO's HR director J. DELGATO via instant messenger to find out what was going on and ask if she needed to bring her computer and cell phone to the office. J. DELGATO replied "keep using them, business as usual right now". The following day, H. HANSEN received an instant message from J. DELGATO asking her to bring the computer and cell phone into the office. H. HANSEN replied, "Cape P.D is picking up the laptop and cell phone today, I'll be in on Friday". J. DELGATO replied, "There will be no need for you to come in Friday, we will accept you're not being here today as your resignation." "Your check will be mailed." A copy of the preceding instant messenger thread was seized and entered into CCPD evidence.

Prior to concluding the interview your affiant asked H. HANSEN if she provided any interview to anyone on behalf of L. BRUNO, to which she replied "yes." H. HANSEN went on to explain shortly after termination, she received a call from the Wilbur Smith Law Firm, directing her to their downtown Ft. Myers office to pick up her final paycheck. H. HANSEN said when she arrived at the lawyer's office, a team of representatives met her in the lobby and requested she answer questions. H. HANSEN agreed to participate only because she felt her paycheck would be withheld if she refused.

Per H. HANSEN the interview was very short, with questions focusing mainly on Bruno Total Home's NOC recording process, sale procedures and Ygrene financing. H. HANSEN was unable to answer questions relating to sales, or Ygrene financing. She did however disclose Bruno Total Home's involvement in the recording of fraudulent notarized documents with the Clerk of the Courts to receive work order approvals.

Conclusion of Investigation

The investigation found that Louis BRUNO and Tammy SCHREIER engaged in an ongoing systematic course of conduct with intent to defraud consumers, and while doing so obtained monies through use of fraudulent business practices, deception, willful misrepresentations and intimidation. Based on my training and experience and the facts as set forth in this affidavit, I respectfully submit there is sufficient probable cause to arrest Louis BRUNO; Tammy SCHREIER; Dustin BAUCOM; Ronald TOLEDO; Celeste ROBINSON; Holly HANSEN and Federico MUNOZ in violation of the following Florida State Statutes:

F.S.S 817.034(4)(a) Organized Scheme to Defraud – Felony of the 1st Degree

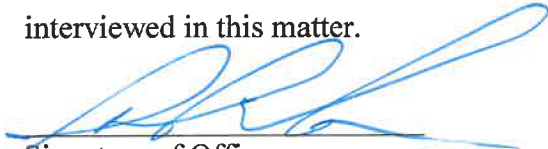
F.S.S 817.034(4)(a)(1) Communications Fraud – Felony of the 1st Degree

F.S.S 817.568(2)(b) Criminal use of Personal Identification - Felony of the 2nd Degree

F.S.S 831.01 Forgery – Felony of the 3rd Degree

False or Fraudulent Acknowledgement- F.S.S 117.107(9); F.S.S. 117.105 Felony of the 3rd Degree

At the advice of legal counsel, Louis Bruno has exorcised his right to remain silent and has not been interviewed in this matter.



Signature of Officer

Sworn and subscribed before
me this **21** day of **May 2020**.



Signature

P. Lamanna #0728
Printed Name of L.E.O.