

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
- CIVIL DIVISION -**

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

Plaintiff,

**CASE NO:
DIVISION:**

v.

STAYCATION POOLS & SPAS LLC, a Florida limited liability company; **WEST BAY CUSTOM POOLS, LLC**, a Florida limited liability company d/b/a West Bay Pools; **PC3 LLC**, a Florida limited liability company d/b/a Modern Pools; **JORDAN PIERCE HIDALGO**, an individual, and **DOUGLAS GRIFFITH**, an individual.

Defendants.

_____/

**CONSENT FINAL JUDGMENT AGAINST
STAYCATION POOLS & SPAS LLC, WEST BAY CUSTOM
POOLS, LLC, PC3 LLC, AND JORDAN PIERCE HIDALGO**

Pursuant to the joint motion for entry of Consent Final Judgment executed by Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs (“Attorney General”), and defendants, Staycation Pools & Spas LLC, a Florida limited liability company (“Staycation Pools”), West Bay Custom Pools, LLC, a Florida limited liability company d/b/a/ West Pay Pools (“West Bay Pools”), PC3 LLC, a Florida limited liability company d/b/a Modern Pools (“Modern Pools”); and Jordan Pierce Hidalgo, an individual (“Hidalgo”) (collectively

INITIALS SH

“Defendants”),¹ and the Court having reviewed the Consent Final Judgment, and upon consideration of the papers filed and consent of the parties hereto, it is hereby

ORDERED and ADJUDGED:

Final Judgment is hereby entered in favor of Plaintiff, Office of the Attorney General, State of Florida, Department of Legal Affairs, 3705 E. Frontage Road, Suite 325, Tampa, FL 33607, and against **Staycation Pools & Spas LLC**, a Florida limited liability company, with its principal place of business at 5691 E. Fowler Avenue, Temple Terrace, Florida 33617, **West Bay Custom Pools, LLC**, a Florida limited liability company d/b/a West Bay Pools with its principal place of business at 14245 Powell Road, Springhill, Florida 34609; **PC3 LLC**, a Florida limited liability company d/b/a Modern Pools with its principal place of business at 9445 Ulmerton Road, Largo, Florida 33771, and **Jordan Hidalgo**, an individual, residing at 213 Garden Circle, Belleair, Florida 33756.

I. JURISDICTION & BACKGROUND

1.1 The Attorney General and Defendants (collectively, the “Parties”) agree that this Court has subject matter jurisdiction over this matter, jurisdiction over the Parties, and continuing jurisdiction over this matter and the Parties. This Court has jurisdiction to order and enforce the relief provided herein. The Attorney

¹ This Consent Final Judgment does not pertain to or affect the Attorney General’s pending claim against Defendant Douglas Griffith, who remains a defendant in this action.

General filed a complaint in this action for injunctive relief, restitution, civil penalties, attorney's fees and costs, and other statutory and equitable relief ("Complaint") pursuant to Chapter 501, Part II, Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA").

1.2 The Complaint filed in this matter states claims upon which relief may be granted under the provisions of FDUTPA.

1.3 At all times relevant to this action, Hidalgo was a licensed contractor in the State of Florida, holding multiple licenses as a Certified Building Contractor, a Certified General Contractor, and a Certified Pool/Spa Contractor. Hidalgo held or holds the following licenses:

- a. CBC1260338 - Certified Building Contractor;
- b. CPC1459487 – Certified Pool/Spa Contractor;
- c. CBC1260956 - Certified Building Contractor;
- d. CPC1458865 - Certified Pool/Spa Contractor;
- e. CPC1459718 – Certified Pool/Spa Contractor;
- f. CPC1459143 - Certified Pool/Spa Contractor;
- g. CGC1529876 – Certified General Contractor;
- h. CPC1458569 - Certified Pool/Spa Contractor; and
- i. CPC1459968 - Certified Pool/Spa Contractor.

1.4 On or about July 28, 2023, Hidalgo entered into a settlement stipulation with the Florida Department of Business and Professional Regulation (“DBPR”), in which he agreed to the following, at a minimum: (i) the voluntary relinquishment of his designation as a Certified Building Contractor, a Certified General Contractor, and a Certified Pool Contractor, to include all of his contractor licenses in the State of Florida; (ii) to never again apply for licensure as a contractor or financially responsible officer in the State of Florida, subject to the provisions set forth therein; (iii) to no longer enter into contracts related to his contractor licenses; (iv) if he were to ever reapply for licensure as contractor or financially responsible officer he must pay \$212,000 in administrative fines and \$2,000 in investigative costs, plus interest; and (v) the entry of a final order by the Construction Industry Licensing Board incorporating the terms of the settlement stipulation. On or about September 14, 2023, said stipulation was approved by the Florida Construction Industry Licensing Board (“CILB”) and subsequently finalized via final order. Consumers who did business with either Staycation, Modern Pools or West Bay Pools may be able to recover statutorily limited funds from the Florida Homeowners Construction Recovery Fund pursuant to Chapter 489 of the Florida Statutes.

II. GENERAL PROVISIONS

2.1 Agreement. The Parties have agreed on a basis for settlement of the matters alleged in the Complaint. Further, the Parties agree to entry of this Consent

Final Judgment (“Judgment”) without the need for trial, discovery in this action, or adjudication of any issue of law or fact, and waive entry of findings of fact and conclusions of law and any hearing on the entry of this Judgment. Defendants have entered into this Judgment freely and neither admit nor deny any allegation in the Complaint, except that for purposes of this Judgment, Defendants admit the facts necessary to establish the Court’s jurisdiction over Defendants and the subject matter of this action.

2.2 Defendants expressly acknowledge that they have obtained or had the opportunity to obtain the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this Judgment. Defendants have read this Judgment, are aware of its terms, have voluntarily agreed to and signed this Judgment, and are able to abide by the provisions of this Judgment. Further, Defendants acknowledge that to the extent they have waived any rights or defenses by entry into this Judgment, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

2.3 Waiver/Release. The Attorney General and Defendants waive all rights to seek appellate review, rehearing, or otherwise to challenge or contest the validity of this Judgment. Defendants further waive and release any and all claims they may have against the Attorney General, its employees, representatives or agents with respect to this action and Judgment. Defendants agree that this paragraph does not

limit the Attorney General's right to pursue any and all claims based on unknown information, including, but not limited to, any information that Defendants have not disclosed, or unknown consumer complaints, or information that is not the subject of the Complaint.

2.4 Compliance with Law. Nothing herein relieves Defendants of their duty to comply with applicable laws of the State of Florida and all federal or local laws, regulations, ordinances and codes, nor constitutes authorization by the Attorney General for Defendants to engage in acts and practices prohibited by such laws.

2.5 Non-Approval of Conduct. Nothing herein constitutes approval by the Attorney General of Defendants' past or future practices. Defendants shall not make any representation to the contrary regarding this Judgment or use the name of the Office of the Attorney General, State of Florida, Department of Legal Affairs, or any of its current or former employees or representatives as an endorsement or approval of Defendants' acts, practices or conduct of business, including, but not limited to, either Defendants' marketing, sales practices, customer service, construction or installation of pools.

2.6 Preservation of Private Claims and Other Law Enforcement Action. Nothing herein shall be construed as a waiver or release of any private rights, causes of action or remedies of any person against Defendants with respect to the acts and

practices covered by this Judgment. Nothing herein shall be construed to limit or bar any other governmental entity, or any other unit of the Attorney General's Office, from pursuing other available remedies against either Defendant for violation of laws other than FDUTPA.

2.7 Use of Settlement as Defense. Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address either of the Defendant's conduct occurring after the entry of this Judgment that the Attorney General believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Judgment shall not be a defense to any such enforcement action.

2.8 Effective Date. Shall mean the date this Judgment is signed by the Circuit Court Judge.

2.9 No Bond Required. Pursuant to Section 60.08, Florida Statutes, the Attorney General is not required to post a bond to obtain permanent injunctive relief under Section 501.207, Florida Statutes.

2.10 No Avoidance of Judgment. Defendants agree that they shall not effect any change in the form of doing business or the organizational identity of either Staycation, Modern Pools or West Bay Pools or create any new business entities for the purposes of avoiding the terms and conditions set forth in this Judgment.

2.11 Full and Final Statement. Further, the Parties acknowledge that this Judgment constitutes the final, complete, and exclusive statement of the Parties' agreement on the matters contained in this Judgment, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this Judgment, the parties have not made any promises, representations or warranties to each other, and neither party's decision to enter into this Judgment is based upon any statements by the other party outside of those reflected in this Judgment.

2.12 This Judgment is continuing in nature and shall be binding on any and all successors or assigns of Defendants.

ORDER

III. PERMANENT INJUNCTIVE RELIEF

3.1 The Court hereby permanently enjoins Staycation Pools, Modern Pools and West Bay from conducting any business within the State of Florida except for winding down activities in accordance with Florida law.

3.2 The Court hereby permanently enjoins Hidalgo from owning, controlling, managing, or otherwise having decision-making authority over the day-to-day operations, or management of sales practices, of any company that (i) offers, constructs, or otherwise provides the construction and/or installation of residential swimming pools in the State of Florida, and/or (ii) provides for the performance of any scope of work that would require licensure as a Certified Residential Pool/Spa

Contractor as defined in § 489.105(3)(k) of the Florida Statutes, or a Swimming Pool/Spa Servicing Contractor as defined in § 489.105(3)(l) of the Florida Statutes. Notwithstanding same, said injunctive relief shall not act to prevent Hidalgo from winding down activities of Defendant residential swimming pool companies or of residential pool companies not listed as Defendants in accordance with Florida law.

3.3 The Court hereby permanently enjoins Defendants and their representatives, agents, successors, assigns, and any persons acting under the actual direction or control of any of the foregoing and those persons and entities in active concert or participation with them, or any other person or entity who, directly or indirectly, acts under or who will act under, by, through or on behalf of Defendants, from directly or indirectly engaging in the following as related to any residential pool business:

a. Litigating, threatening to litigate, or otherwise attempting to enforce Defendants' rights related to the collection of payments from any customer for the construction of pools, or the provision of pool-related goods or pool-related services, without a good faith belief that payments at issue were earned by either Staycation Pools, Modern Pools or West Bay Pools;

b. Making or assisting others in making any unsubstantiated or knowingly false or misleading statements, or statements that he should have

known to be false or misleading, to consumers to solicit purchases or to retain business; and

c. Misrepresenting or assisting others in misrepresenting, expressly or by implication:

- i. the cost of any product or service;
- ii. any material restriction, limitation, or condition on the product or service;
- iii. any material aspect of the nature or terms of any refund, cancellation, exchange, or purchase policy for the product or service;
- iv. any material aspect of the performance, efficacy, nature or central characteristics of the product or service; or
- v. the identity of the individual or company providing the product or service that is being offered for purchase if distinct from the seller.

IV. MONETARY RELIEF

4.1 Staycation Judgment Amount. Judgment is hereby entered against Staycation Pools and Hidalgo, jointly and severally, in the total amount of ONE MILLION THREE HUNDRED NINETY THOUSAND, AND SIX DOLLARS AND NO CENTS (\$1,390,006.00) (“Staycation Judgment Amount”), for which let execution issue as against Staycation Pools forthwith.

4.2 Modern Pools Judgment Amount. Judgment is hereby entered against Modern Pools and Hidalgo, jointly and severally, in the total amount of THREE HUNDRED SIXTY-THREE THOUSAND, SEVEN HUNDRED AND FIFTY-

ONE DOLLARS AND NO CENTS (\$363,751.00) (“Modern Pools Judgment Amount”), for which let execution issue as against Modern Pools forthwith.

4.3 West Bay Judgment Amount. Judgment is hereby entered against West Bay and Hidalgo, jointly and severally, in the total amount of ONE HUNDRED EIGHT-NINE THOUSAND, FIVE HUNDRED AND TWENTY-EIGHT DOLLARS AND NO CENTS (\$189,528.00) (“West Bay Judgment Amount” and together with the Staycation Judgment Amount and the Modern Pools Judgment Amount, collectively, the “Total Judgment Amount”), for which let execution issue as against West Bay forthwith. The Total Judgment Amount is \$1,943,285.

4.4 Due to Hidalgo’s inability to pay the Total Judgment Amount, as demonstrated by his sworn Financial Affidavit dated July 15, 2024 and supporting documents provided to the Attorney General, the Attorney General agrees to suspend payment of the Total Judgment Amount, minus SIXTY THOUSAND DOLLARS AND NO CENTS (\$60,000), for a total suspended sum of ONE MILLION EIGHT-HUNDRED EIGHTY-THREE THOUSAND, TWO HUNDRED AND EIGHTY FIVE DOLLARS AND NO CENTS (\$1,883,285.00) (the “Hidalgo Suspended Judgment Amount”) as against Hidalgo. The Attorney General’s agreement to the Hidalgo Suspended Judgment Amount against Hidalgo is also premised upon the Attorney General receiving SIXTY THOUSAND DOLLARS AND NO CENTS

(\$60,000.00) (the "Payment Amount") simultaneously upon Hidalgo's execution of this Judgment, in addition to the requirements for suspension set forth in Section 4.6.

4.5 Payment. All payments made pursuant to this Judgment shall be made by wire transfer, cashier's check, money order, or other certified funds payable to the "Department of Legal Affairs" and delivered together with the partially executed Judgment by Defendants to the Office of the Attorney General, State of Florida, Department of Legal Affairs, to the attention of Robert Follis, Senior Assistant Attorney General, 3507 E. Frontage Road, Suite 325, Tampa, FL 33607.

4.6 The Attorney General's agreement as to Hidalgo to suspend the Hidalgo Suspended Judgment Amount is also expressly premised upon the following: (a) Hidalgo's inability to pay the Hidalgo Suspended Judgment Amount as of the date of Hidalgo's sworn Financial Affidavit; (b) Hidalgo's future compliance with this Judgment's injunctive terms and all other non-monetary terms; (c) the stipulation, and compliance with said stipulation, that Hidalgo did not and will not conceal, transfer, or convey assets of any type (whether monetary, personal property, real property, or otherwise) to any other third person or entity as a means to influence the terms of this Judgment, avoid enforcement of this Judgment, or avoid payment of any amounts due in this matter or pursuant to this Judgment; and (d) the truthfulness, accuracy, and completeness of Hidalgo's sworn Financial Affidavit provided to the Attorney General. The sworn Financial Affidavit and

supporting documents and representations by Hidalgo include material information upon which the Attorney General relied in negotiating and agreeing to the terms of this Judgment.

4.7 Default. Defendants have agreed and it is hereby ordered that failure to make any payment required by this Judgment within ten (10) days of the respective due date shall constitute a default (“Default”). Time is of the essence in the performance of all terms and conditions of this Judgment, and interest computed at the statutory rate pursuant to Section 55.03, Florida Statutes, will immediately begin to accrue on any unpaid balance due and owing and will be rendered immediately due and payable by Defendants upon Default. In the event of Default, the defaulting Defendant shall owe a penalty of ONE HUNDRED DOLLARS (\$100.00) per day to the Attorney General for any payment made pursuant to this Section IV that arrives more than ten (10) days late. Satisfaction of the monetary obligations of this Section IV shall not relieve Defendants from other obligations under this Judgment.

4.8 The Attorney General shall allocate and distribute the Payment Amount as the Attorney General determines is reasonable and in its sole business judgment and to the extent funds are distributed to consumers, such funds may be provided to consumers who transacted with, or otherwise did business with, either Staycation Pools, Modern Pools or West Bay Pools. The Payment Amount may be used for

purposes that may include, but are not limited to, consumer relief, attorney's fees, and other costs of investigation and litigation, or be placed in, or applied to, any consumer protection enforcement or revolving fund, future consumer protection enforcement or litigation, consumer education, or for other uses permitted by state law, at the sole discretion of the Attorney General.

4.9 Defendants further agree not to object to or otherwise dispute any claim for non-dischargeability of all payments due pursuant to this Judgment in any voluntary or involuntary bankruptcy proceeding. In any bankruptcy proceeding relating to the non-dischargeability of either the Staycation Judgment Amount, Modern Pools Judgment Amount, West Bay Judgment Amount, or Payment Amount, depending on the respective Defendant, the Defendants stipulate that the allegations of the Complaint and the findings of this Court may be taken as true and correct without further proof. Further, the Defendants agree that the facts alleged in the Complaint establish all elements necessary to find that such amounts are not subject to discharge pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, and this Judgment will have collateral estoppel effect for such purposes.

4.10 The Defendants agree that the Staycation Judgment Amount, Modern Pools Judgment Amount, West Bay Judgment Amount, or Payment Amount, depending on the respective Defendant, imposed in connection with this case, or any

penalties imposed upon a subsequent violation of this Judgment, are not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

4.11 In the event that any of the Defendants file bankruptcy, or an involuntary bankruptcy proceeding is commenced, within 90 days after making any payment pursuant to this Judgment, the applicable Defendant shall remain liable for the full balance of the Staycation Judgment Amount, Modern Pools Judgment Amount, West Bay Judgment Amount, or Payment Amount, depending on the respective Defendant, as agreed upon herein. The Staycation Judgment Amount, Modern Pools Judgment Amount, West Bay Judgment Amount, or Payment Amount, depending on the respective Defendant, may be asserted by the Attorney General in any subsequent proceeding to enforce this Judgment, whether through execution, garnishment, or other legal proceedings, or through a proof of claim in any bankruptcy proceeding of either of the Defendants.

4.12 Each Party to this Action shall pay its own attorney's fees and costs, unless otherwise provided within this Consent Final Judgment.

V. SEVERABILITY

IT IS FURTHER ORDERED that the provisions of this Judgment are separate and severable, and if any provisions are stayed or determined to be invalid, the remaining provisions shall remain in all force and effect.

VI. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this matter for all purposes, including to enforce the terms of this Judgment and to enter any further Orders as may be necessary to ensure compliance with this Judgment, which may result in additional injunctive relief, contempt, civil and/or criminal proceedings.

VII. DISMISSAL

IT IS FURTHER ORDERED that this action as to Staycation Pools, West Bay Pools, Modern Pools, and Jordan Pierce Hidalgo is dismissed, subject to reopening for enforcement, modification or construction. Until further order of this Court, the action remains open and pending as to Defendant Douglas Griffith.

[Remainder of this page intentionally left blank.]

WEST BAY CUSTOM POOLS, LLC D/B/A WEST BAY POOLS

Agreed to and signed this 19th day of December, 2024, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, Jordan Hidalgo, hereby affirm that I am acting in my capacity and within my authority over WEST BAY CUSTOM POOLS, LLC, a Florida limited liability D/B/A WEST BAY POOLS, as Trustee of the WB REVOCABLE TRUST, and that I have the full authority to bind WEST BAY CUSTOM POOLS, LLC to the terms and conditions of this Consent Final Judgment.

Jordan Hidalgo
Jordan Hidalgo, as Trustee of the WB REVOCABLE TRUST, which is the Manager of WEST BAY CUSTOM POOLS, LLC d/b/a West Bay Pools, a Florida limited liability company.

STATE OF Florida)
COUNTY OF Pineellas)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Jordan Hidalgo personally virtually appeared as Trustee of the WB REVOCABLE TRUST, which is the Manager of WEST BAY CUSTOM POOLS, LLC d/b/a West Bay Pools, a Florida limited liability company. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 19th day of December, 2024.

Subscribed to before me this 19th day of December, 2024.



Dianah Hernandez

Notary Public

Personally known _____

OR Produced Identification # H342435842850

Type of Identification Produced Drivers License

[NOTARIAL SEAL]

JORDAN HIDALGO, INDIVIDUALLY

Agreed to and signed this 19th day of December, 2024, by the below-stated person who states and affirms as follows:

BY MY SIGNATURE, I, Jordan Hidalgo, hereby affirm that my signature below binds me personally and individually to the terms and conditions of this Consent Final Judgment.

[Signature]
Jordan Hidalgo, Individually

STATE OF Florida)
COUNTY OF Pinellas)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Jordan Hidalgo personally virtually appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 19th day of December, 2024.

Subscribed to before me this 19th day of December, 2024.



[NOTARIAL SEAL]

[Signature]

Notary Public
Personally known _____
OR Produced Identification # H 342435842850
Type of Identification Produced Drivers License

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

ASHLEY MOODY
ATTORNEY GENERAL

Dated this 30 day of Dec., 2024.

Dated this 30 day of Dec., 2024.

By: 

ROBERT J. FOLLIS
Sr. Assistant Attorney General
Florida Bar No. 560200
Office of the Attorney General
Department of Legal Affairs
3507 East Frontage Road, #325
Tampa, Florida 33607
Telephone: (813) 287-7950
Facsimile: (813) 281-5515

By: 

VICTORIA BUTLER
Director, Consumer Protection Div.
Office of the Attorney General
Department of Legal Affairs
3507 East Frontage Road, #325
Tampa, Florida 33607
Telephone: (813) 287-7950
Facsimile: (813) 281-5515

ORDERED AND ADJUDGED in chambers in _____ County,
Florida, this ____ day of _____, 2024.



Circuit Judge Rebecca Hamilton

By: 25-000190-CI 1/23/2025 10:12:31 AM

Circuit Court Judge

Conformed copies to:

Office of the Attorney General
Department of Legal Affairs
Attn: Robert Follis, Esq.
3507 East Frontage Road, Suite 325
Tampa, Florida 33607
Counsel for Plaintiff

Kyle Rea, Esq.
Adams & Reese, LLP
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Tampa, FL 33602
Counsel for Defendants