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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Nicholas Lamonica, and Michael Clemente,
each and on behalf of all others similarly
situated,

Plaintiffs,

v.

The Shield Companies, LLC; The Shield
Co Management, LLC; The Shield Co
Marketing, LLC; Ecoshield Pest
Solutions Chicago, LLC; Robert Douglas
Cardon; and Gregory Nygren,

Defendants.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs Nicholas Lamonica and Michael Clemente (“Plaintiffs”) bring this action on behalf of themselves and all other similarly situated consumers who entered into subscription contracts for recurring pest-extermination services as a result of the fraudulent, unfair, and deceptive business practices by Defendants The Shield Companies, LLC; The

Shield Co Management, LLC; The Shield Co Marketing, LLC; EcoShield Pest Solutions Chicago, LLC; Robert Douglas Cardon, and Gregory Nygren (collectively, “EcoShield”). Plaintiffs hereby allege the following with knowledge as to their own acts and upon information and belief and investigation of counsel as to all other acts:

I. NATURE OF THE ACTION

1. EcoShield is a high-volume, pest control enterprise that operates in 27 states and utilizes door-to-door salespersons to induce consumers into subscription contracts for extermination services.

2. EcoShield’s salespersons adhere to standardized, high-pressure sales tactics that rely on fraudulent, unfair, and deceptive conduct to trap consumers into contracts with costly cancellation fees disguised as discounts. When consumers contest the fees, EcoShield threatens – and actually pursues – debt collection actions against its customers.

3. EcoShield’s unlawful practices give rise to claims for unjust enrichment (Count I); violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, *et seq.* (Count II); and injunctive relief under the Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.* (Count III).

II. PARTIES

4. Plaintiffs are natural persons residing in Illinois. During the Class Period, Plaintiffs and other members of the below-defined Classes entered into pest control service agreements with EcoShield as a result of EcoShield’s fraudulent, unfair, and deceptive conduct.

1 5. The Shield Co Management, LLC is an Arizona limited liability company with
2 a principal place of business in Maricopa County, Arizona. The Shield Companies, LLC is
3 the manager of Shield Co Management, LLC and its members consist of Robert D. Cardon,
4 Gregory Nygren, and Jason Jonas. Cardon and Nygren are natural persons residing in the
5 State of Arizona.
6

7 6. The Shield Companies LLC is an Arizona limited liability company with a
8 principal place of business in Maricopa County, Arizona. Its members consist of Robert D.
9 Cardon and Gregory Nygren.
10

11 7. The Shield Co Marketing, LLC is an Arizona limited liability with a principal
12 place of business in Maricopa County, Arizona. The Shield Co Management, LLC is the
13 manager of The Shield Co Marketing and its member is The Shield Companies, LLC.
14

15 8. EcoShield Pest Solutions Chicago, LLC is an Arizona limited liability
16 company, registered to do business in the State of Illinois since May 2011. The Shield Co
17 Management, LLC is the manager of EcoShield Pest Solutions Chicago, LLC, and its
18 member is The Shield Companies, LLC.
19

20 **III. JURISDICTION AND VENUE**

21 9. This Court has personal jurisdiction over Defendants because Defendants have
22 sufficient minimum contacts with this District in that they reside or have their principal
23 places of business within this District, operate and market their services throughout the
24 country and in this District, and developed their scheme to injure Plaintiff and the Class
25 within this District.
26
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1 10. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(d) (the Class
2 Action Fairness Act) because the amount in controversy exceeds \$5,000,000, exclusive of
3 interest and costs, and a member of the Class is a citizen of a different State than EcoShield.
4

5 11. Venue is proper in this District because a substantial part of the events or
6 omissions giving rise to the claim occurred in this District.
7

8 IV. FACTUAL ALLEGATIONS

9 A. Lamonica's Experience

10 12. On July 3, 2023, Plaintiff was approached at his residence in Park Ridge,
11 Illinois, by a door-to-door sales representative employed by EcoShield.
12

13 13. The representative, wearing EcoShield-branded attire, informed Plaintiff that
14 EcoShield was servicing several of his neighbors' homes and that a technician was already
15 in the area.

16 14. The representative stated that EcoShield's standard rate for initial pest control
17 service was \$519.00, but that Plaintiff qualified for a limited-time deal because they were
18 already working in the neighborhood.
19

20 15. The sales representative offered Plaintiff what was described as a \$300.00
21 discount, reducing the price to \$219.00, if he agreed to sign up on the spot.
22

23 16. Plaintiff was told that this price was only available right now and would not be
24 available if he waited.

25 17. The sales pitch emphasized urgency and exclusivity, suggesting that
26 immediate treatment would provide the most effective results and mitigate the emergent pest
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28

1 issue.

2 18. Plaintiff, believing he was receiving a limited-time neighborhood discount,
3 agreed to sign up.
4

5 19. Relying on these representations, and believing the offer was exclusive and
6 urgent, Plaintiff agreed to sign a service agreement, attached hereto as Exhibit 1.

7 20. Plaintiff was presented with a standard form contract, which he executed
8 electronically the same day.
9

10 21. Plaintiff was not presented the opportunity to review the full agreement in
11 advance and was instead guided through a tablet-based electronic signature process.

12 22. Plaintiff was not orally informed of his right to cancel the contract within three
13 business days, as required under federal law, 16 C.F.R. § 429.1(e).
14

15 23. The following day, EcoShield dispatched a technician to Plaintiff's home who
16 performed a brief and routine pest spray.

17 24. Plaintiff was subsequently enrolled in a quarterly subscription with recurring
18 charges of \$219.00 per visit and a stated term of 24 months despite never being informed
19 that the agreement would lock him into a two-year contract.
20

21 25. When Plaintiff later attempted to cancel the agreement, he was informed that
22 because service had already been performed, he was not entitled to a refund and would be
23 responsible for paying back the \$300 "discount."
24

25 **B. Clemente's Experience**

26 26. On July 8, 2024, Plaintiff Michael Clemente was approached at his residence
27 in Park Ridge, Illinois, by a door-to-door sales representative employed by EcoShield.
28

1 27. The representative, wearing EcoShield-branded attire, informed Plaintiff that
2 EcoShield was servicing several homes in the area and that a technician was already in the
3 neighborhood
4

5 28. The representative stated that EcoShield's regular rate for the initial pest
6 control service was \$349.00, but because they were already in the area, Plaintiff qualified for
7 a special limited-time deal.
8

9 29. The representative offered Plaintiff what was described as a \$200.00 discount
10 reducing the upfront initial service cost to \$149.00 and framing it as a limited-time
11 promotional rate.

12 30. Plaintiff was told that this price was only available right now and would not be
13 available if he waited.
14

15 31. Plaintiff, believing he was receiving a limited-time neighborhood discount,
16 agreed to sign up.

17 32. Relying on these representations, and believing the offer was exclusive and
18 urgent, Plaintiff agreed to sign a service agreement, attached hereto as Exhibit 2.
19

20 33. Plaintiff was presented with a standard form contract, which he executed
21 electronically the same day.

22 34. Plaintiff was not presented the opportunity to review the full agreement in
23 advance and was instead guided through a tablet-based electronic signature process.
24

25 35. Plaintiff was not orally informed of his right to cancel the contract within three
26 business days, as required under federal law, 16 C.F.R. § 429.1(e).

27 36. Upon signing the agreement, EcoShield immediately dispatched a technician
28

1 to Plaintiff's home who performed a brief and routine pest spray that same day.

2 37. Plaintiff was subsequently enrolled in a quarterly subscription with recurring
3 charges of \$169.00 per visit and a stated term of 24 months despite never being informed
4 that the agreement would lock him into a two-year contract.
5

6 38. When Plaintiff later attempted to cancel the agreement, he was informed that
7 because service had already been performed, he was not entitled to a refund and would be
8 responsible for paying back the \$200 "discount."
9

10 39. Plaintiff refused to pay the fee, asserting that he had fulfilled his obligations
11 under the agreement and had never been properly informed of such a penalty.

12 40. Despite this, EcoShield referred the disputed amount to a third-party debt
13 collection agency, which began pursuing Plaintiff for the supposed "discount" repayment—
14 damaging his credit and causing undue stress, where he remains today.
15

16 **C. EcoShield's Uniform Conduct**

17 41. Plaintiffs' experiences are not unique. EcoShield trains its sales representatives
18 to memorize scripts and employ aggressive sales techniques, including how to address
19 homeowners' objections and capitalize on emotional responses. EcoShield instructs
20 salespersons on every aspect of the sales pitch, down to tone and body language.
21

22 42. EcoShield's pitch is replete with fraudulent, unfair, and deceptive tactics,
23 crafted to create a false sense of urgency to lock consumers into recurring contracts with
24 costly, hidden cancellation fees. After trapping consumers into contracts, and in furtherance
25 of its unlawful scheme, EcoShield purposefully intimidates, scares, and harms consumers
26 who contest the fees by threatening to turn over their contracts to a collection agency, and in
27
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fact often do so.

i. *The Sales Pitch and Discount Scheme*

43. EcoShield instructs its salespersons to falsely state that EcoShield is servicing nearby homes that are all experiencing the same pest infestation, claiming that multiple surrounding homes are actively being serviced for the same pest issues, even if no actual service is being provided.

44. EcoShield routinely claims their service is cheaper and more effective than national pest control companies like Terminix and Orkin, creating the illusion that the customer is receiving superior value.

45. Salespersons are instructed to purposefully deceive consumers into believing they are being offered a time-sensitive “discount” tailored just for the consumer by making false statements that the service is cheaper for anyone who EcoShield can squeeze in while in the area.

46. The central feature of this script is EcoShield’s use of a fictitious “Annual Commitment Discount,” a term that appears in its contracts but misrepresents the true nature and purpose of EcoShield’s pricing and cancellation model.

47. The purported “Annual Commitment Discount” is not a temporary offer or special promotion, but rather a standard term in its contracts used to create the illusion of urgency and value.

48. EcoShield requires customers who attempt to cancel to repay the “Annual Commitment Discount” they were told they received. In practice, this fee functions as a concealed cancellation penalty, retroactively imposed once the customer attempts to cancel

1 the contract.

2 49. EcoShield does not disclose the true nature of the cancellation fee, instead
3 promising consumers they can cancel at any time.
4

5 50. As a result, consumers are left with a false impression that the discount is a
6 genuine, unique saving available only because of their location, timing, or neighbor
7 participation.
8

9 51. This tactic serves a dual purpose:

- 10 a. To induce the consumer's signature by creating urgency and the illusion
11 of a unique, time-sensitive deal.
12 b. To discourage cancellation by transforming the "discount" into a debt
13 obligation that EcoShield uses to deter and penalize termination.
14

15 *ii. The Adhesion Contract*

16 52. After the sales pitch, EcoShield presents consumers with a standardized
17 contract via an electronic tablet and obtains the consumer's e-signature on the spot.
18 Consumers are not afforded an adequate opportunity to review the terms of the contract and
19 are "guided" through the signature process by the EcoShield salesperson.
20

21 53. The contract is adhesionary in all respects. Consumers cannot negotiate the
22 terms of the contract and are pressured into signing the agreement under false pretenses of
23 an emergent pest situation and/or a time-sensitive discount.
24

25 54. The contract does not define the term "Discount" and EcoShield coerces
26 consumers to repay the "Annual Commitment Discount" regardless of when the contract is
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28

1 cancelled, *e.g.*, even if consumers have fulfilled their “annual commitment.”

2 55. Salespersons do not orally explain the “Discount” clause or the post-signature
3 consequences of early termination. Many consumers are unaware they agreed to an auto-
4 renewal provision with cancellation penalties or that they agreed to a multi-month service
5 commitment.
6

7 56. When consumers refuse to repay the “discount”, EcoShield threatens to and
8 often does pursue debt collection actions, effectively holding consumers hostage unless they
9 pay the costly fee.
10

11 57. Further, EcoShield does not orally inform consumers of their rights to cancel
12 the contract within three business days, in violation of the FTC’s Cooling-Off Rule. The Rule
13 makes it an unfair and deceptive act or practice for any door-to-door salesperson to fail to
14 inform consumers orally of their right to cancel the contract within three business days or to
15 misrepresent in any manner the consumer’s right to cancel. 16 C.F.R. § 429.1(e) & (f).
16

17 *iii. EcoShield’s Fraud is Rampant and Uniform*

18 58. Hundreds of consumers across the United States have publicly reported nearly
19 identical misconduct of EcoShield in complaints posted to the Better Business Bureau,
20 Reddit, Trustpilot, Google Reviews, and other online forums
21

22 59. These complaints describe the same pattern of deception: door-to-door sales
23 representatives falsely claiming neighborhood participation, offering time-limited
24 “discounts,” threats of sending customers to collections if they refuse to pay the cancellation
25 fee, and refusing to cancel or refund despite timely requests.
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V. CLASS ACTION ALLEGATIONS

60. Plaintiffs bring this action individually and as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) on behalf of themselves and the following classes:

National Class: All persons in the United States who entered into a residential pest control services agreement with EcoShield Pest Solutions, LLC or one of its affiliates through a door-to-door sales solicitation.

Illinois Subclass: All persons who entered into a residential pest control services agreement with EcoShield Pest Solutions, LLC or one of its affiliates through a door-to-door sales solicitation who are, or were at the time of entering into the agreement, Illinois residents.

61. Numerosity (Fed. R. Civ. P. 23(a)(1)). The members of the Class are so numerous and geographically diverse that joinder is impracticable.

62. Commonality and Predominance (Fed. R. Civ. P. 23(a)(2) & (a)(3)). One or more common questions of law or fact are apt to drive resolution of the case and predominate over any questions affecting solely individual Class Members. The common questions include but are not limited to:

- a. Whether the pest control service agreements entered into by the Class and EcoShield are invalid and unenforceable;
- b. Whether the Class conferred economic benefits on EcoShield;
- c. Whether EcoShield was unjustly enriched at the expense of the Class;
- d. Whether EcoShield's sales tactics constitute unfair or deceptive acts or practices;

- e. Whether EcoShield's inclusion of the Annual Commitment Discount in the pest control service agreements constitutes an unfair or deceptive act or practice; and
- f. Whether the Class suffered actual pecuniary loss as result of EcoShield's misconduct.

63. Typicality (Fed. R. Civ. P. 23(a)(3)). Plaintiffs' claims are typical of the claims of other Class Members because they arise out of the same common course of conduct by EcoShield and are based on the same legal theories.

64. Adequacy (Fed. R. Civ. P. 23(a)(4)). Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have retained competent and capable attorneys who are experienced trial lawyers with significant experience in complex and class action litigation. Plaintiffs and their counsel are committed to prosecuting this action vigorously on behalf of the Class and have the financial resources to do so. Neither Plaintiffs nor their counsel have interests that are contrary to or that conflict with the interests of the Class.

65. Superiority (Fed. R. Civ. P. 23(b)(3)). Plaintiffs and Class members have suffered and will continue to suffer harm and damages due to EcoShield's unlawful conduct. Absent a class action, however, most Class members would find the cost of litigating their claims prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation because it conserves judicial resources, promotes consistency and efficiency of adjudication, provides a forum for small claimants, and deters illegal activities. There will be no significant difficulty in the management of this case as a class action.

1 that these purported discounts must be repaid as a cancellation fee; referring to these
2 discounts as “Annual Commitment Discounts,” but requiring consumers to repay the
3 discount regardless of when the contract is cancelled; failing to orally inform consumers of
4 their cancellation rights under the FTC’s Cooling-Off Rule; not affording consumers
5 adequate opportunities to review the contracts before signing; and coercing consumers into
6 paying the cancellation fee (*i.e.*, the Annual Commitment Discount) by threatening and
7 pursuing collection actions.
8

9
10 79. EcoShield had a duty to disclose the above-referenced material omissions
11 because it had special knowledge of the facts while Plaintiffs and the Class did not and
12 because the disclosures were required to prevent Plaintiffs and the Class from being misled
13 under the circumstances created by EcoShield.
14

15 80. EcoShield’s conduct was purposeful and intentionally designed to induce
16 Plaintiffs and the Class to rely on EcoShield’s unfair and deceptive acts.

17 81. EcoShield’s conduct, misrepresentations, and omissions have also impaired
18 competition within the extermination market in that EcoShield’s conduct prevented Plaintiffs
19 and Class Members from making fully informed decisions about whether to become an
20 EcoShield customer in the first instance.
21

22 82. Plaintiffs and Class Members relied on EcoShield’s conduct,
23 misrepresentations, and omissions when they entered into contracts with EcoShield.
24

25 83. Indeed, EcoShield’s conduct was likely to deceive any consumer acting
26 reasonably in the same circumstances.
27
28

1 84. Had Plaintiffs and Class Members known the truth about EcoShield’s conduct
2 and the nature of the “Annual Commitment Discount,” they would not have entered into
3 contracts with EcoShield.
4

5 85. EcoShield’s wrongful acts alleged herein continue to occur. EcoShield’s
6 conduct is part of a pattern or generalized course of conduct that is still perpetuated and
7 repeated around the Country, including in the State of Illinois.
8

9 86. EcoShield’s conduct alleged herein offends public policy and is directed to a
10 significant segment of the public. Thus, challenging EcoShield’s misconduct confers a public
11 benefit.
12

13 87. As a direct and proximate result of EcoShield’s misconduct, Plaintiffs and the
14 Class suffered actual pecuniary losses, including unlawful charges and the loss of money
15 attributable to repayment of the Annual Commitment Discount.
16

17 88. If EcoShield does not change its practices, EcoShield will continue to deceive
18 consumers into recurring subscription contracts, thereby subjecting consumers to unlawful
19 charges and forcing them to pay fraudulent, unfair, and deceptive cancellation fees under
20 threats of debt collection actions.
21

22 89. As a result, the threat of future injuries is actual, imminent, and ongoing.

23 90. Plaintiffs and Class Members request that this Court enjoin EcoShield from
24 continuing its unfair, fraudulent, unlawful, and deceptive practices and to restore to Plaintiffs
25 and Class Members, in the form of restitution, any money EcoShield acquired through its
26 misconduct, including but not limited to, payments of the Annual Commitment Discount.
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28

COUNT III
Declaratory Judgment Pursuant to 28 U.S.C. § 2201, *et seq.*
(On Behalf of the Nationwide Class)

91. Plaintiffs hereby incorporate the factual allegations set forth above by reference.

92. Pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*, this Court is authorized to declare the rights and legal relations of the parties and to grant further necessary or proper relief. This includes the relief necessary to prevent and remedy EcoShield's ongoing violations of consumer protection statutes, as well as common law duties.

93. An actual controversy exists between Plaintiffs and EcoShield regarding EcoShield's use of fraudulent, unfair, and deceptive business practices, which have resulted in economic injuries to Plaintiffs and Class Members.

94. Class Members continue to suffer ongoing harm from EcoShield's misconduct as alleged herein because EcoShield continues to coerce Class members to incur unlawful charges under purported service agreements.

95. Pursuant to its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- a. EcoShield residential pest services agreements entered into by Plaintiffs and the Class are voidable;
- b. Any provision in the EcoShield residential pest services agreements that requires repayment of a discount, including the Annual Commitment Discount, are invalid and unenforceable; and

1 c. EcoShield's practice of threatening to or pursuing collection actions against
2 Plaintiff and the Class, reporting alleged debts of Plaintiffs and the Class
3 to credit bureaus, or undertaking other similar conduct against Plaintiffs
4 and the Class to threaten or actually harm Plaintiffs and the Class's credit
5 or financial status, as it relates to the conduct described herein, is unlawful.
6

7 96. The Court should also issue corresponding injunctive relief, including but not
8 limited to enjoining EcoShield from engaging in the fraudulent, unfair, and deceptive tactics
9 described in this Complaint.
10

11 97. If an injunction is not issued, Plaintiffs and Class Members will suffer
12 irreparable injury and lack adequate remedy in the event of EcoShield's ongoing conduct.
13

14 98. The requested declaratory and injunctive relief will serve the public interest by
15 compelling compliance with consumer protection laws and deterring future misconduct.
16

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs, on behalf of themselves and the Class and Subclass set forth
19 herein, respectfully request the following relief:

20 A. That the Court certify this action as a class action and appoint Plaintiff and
21 their counsel to represent the Class;

22 B. That the Court grant permanent injunctive relief to prohibit Defendant from
23 continuing to engage in the unlawful acts, omissions, and practices
24 described herein;
25

26 C. That the Court award compensatory, consequential and general damages,
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1 including nominal damages as appropriate, as allowed by law in an amount
2 to be determined at trial;

3
4 D. That the Court award statutory or punitive damages as allowed by law in
5 an amount to be determined at trial;

6 E. That the Court order disgorgement and restitution of all earnings, profits,
7 compensation, and benefits received by Defendant as a result of
8 Defendant's unlawful acts, omissions, and practices;

9
10 F. That the Court award to Plaintiff and Class members reasonable attorneys'
11 fees, costs, and expenses; and

12 G. That the Court award pre- and post-judgment interest at the maximum legal
13 rate and all such other relief as it deems just and proper.
14

15 **DEMAND FOR JURY TRIAL**

16 Pursuant to Fed. Rule Civ. P. 38, Plaintiffs hereby demand a jury trial.

17 Dated: June 19, 2025.

18 Respectfully Submitted,

19 By: /s/ Cristina Perez Hesano

20 Cristina Perez Hesano

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