

**SUMMONS - CIVIL**

JD-CV-1 Rev. 2-22

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259;  
P.B. §§ 3-1 through 3-21, 8-1, 10-13For information on  
ADA accommodations,  
contact a court clerk or  
go to: [www.jud.ct.gov/ADA](http://www.jud.ct.gov/ADA).STATE OF CONNECTICUT  
SUPERIOR COURT  
[www.jud.ct.gov](http://www.jud.ct.gov)**Instructions are on page 2.**

- Select if amount, legal interest, or property in demand, not including interest and costs, is LESS than \$2,500.
- Select if amount, legal interest, or property in demand, not including interest and costs, is \$2,500 or MORE.
- Select if claiming other relief in addition to, or in place of, money or damages.

**TO: Any proper officer**

By authority of the State of Connecticut, you are hereby commanded to make due and legal service of this summons and attached complaint.

Address of court clerk (Number, street, town and zip code) <b>95 Washington Street, Hartford, CT 06106</b>		Telephone number of clerk <b>( 860 ) 548 - 2700</b>	Return Date (Must be a Tuesday) <b>March 21, 2023</b>
<input checked="" type="checkbox"/> Judicial District	G.A. Number: _____	At (City/Town) <b>Hartford at Hartford</b>	Case type code (See list on page 2) Major: <b>M</b> Minor: <b>90</b>
<input type="checkbox"/> Housing Session			

**For the plaintiff(s) enter the appearance of:**

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code) <b>Joseph E. Gasser, Assistant Attorney General</b>	Juris number (if attorney or law firm) <b>443231</b>
Telephone number <b>( 860 ) 808 - 5400</b>	Signature of plaintiff (if self-represented)
The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	E-mail address for delivery of papers under Section 10-13 of the Connecticut Practice Book (if agreed) <b>joseph.gasser@ct.gov</b>

Parties	Name (Last, First, Middle Initial) and address of each party (Number; street; P.O. Box; town; state; zip; country, if not USA)	
First plaintiff	Name: <b>State of Connecticut</b> Address: <b>165 Capitol Avenue, Hartford, CT 06106</b>	P-01
Additional plaintiff	Name: Address:	P-02
First defendant	Name: <b>Vision Solar, LLC</b> Address: <b>511 Rt. 168, Blackwood, NJ 08012 c/o Secretary of State, 165 Capitol Avenue, Hartford, CT 06106</b>	D-01
Additional defendant	Name: Address:	D-02
Additional defendant	Name: Address:	D-03
Additional defendant	Name: Address:	D-04
Total number of plaintiffs: <b>1</b>		Total number of defendants: <b>1</b>
<input type="checkbox"/> Form JD-CV-2 attached for additional parties		

**Notice to each defendant**

- You are being sued.** This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you.
- To receive further notices, you or your attorney must file an *Appearance* (form JD-CL-12) with the clerk at the address above. Generally, it must be filed on or before the second day after the Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to appear.
- If you or your attorney do not file an *Appearance* on time, a default judgment may be entered against you. You can get an *Appearance* form at the court address above, or on-line at <https://jud.ct.gov/webforms/>.
- If you believe that you have insurance that may cover the claim being made against you in this lawsuit, you should immediately contact your insurance representative. Other actions you may take are described in the Connecticut Practice Book, which may be found in a superior court law library or on-line at <https://www.jud.ct.gov/pb.htm>.
- If you have questions about the summons and complaint, you should talk to an attorney.

**The court staff is not allowed to give advice on legal matters.**

Date <b>3/27/2023</b>	Signed (Sign and select proper box) 	<input checked="" type="checkbox"/> Commissioner of Superior Court <input type="checkbox"/> Clerk	Name of person signing <b>Joseph E. Gasser</b>
If this summons is signed by a Clerk: a. The signing has been done so that the plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the plaintiff(s) to ensure that service is made in the manner provided by law. c. The court staff is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this summons at the request of the plaintiff(s) is not responsible in any way for any errors or omissions in the summons, any allegations contained in the complaint, or the service of the summons or complaint.			For Court Use Only File Date
I certify I have read and understand the above:	Signed (Self-represented plaintiff)	Date	Docket Number

Print Form

Page 1 of 2

Reset Form

RETURN DATE: MARCH 21, 2023	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	J.D. OF HARTFORD
	:	AT HARTFORD
V.	:	
	:	
VISION SOLAR, LLC	:	FEBRUARY 27, 2023

## COMPLAINT

### ALLEGATIONS COMMON TO ALL COUNTS

1. This is an action under the Connecticut Unfair Trade Practices Act (“CUTPA”), Chapter 735a of the General Statutes, and more particularly General Statutes § 42-110m, to obtain injunctive relief for Defendant’s violation of General Statutes § 42-110b(a), to obtain such other relief as may be necessary to address the injury to consumers resulting from Defendant’s violations of law, for disgorgement of ill-gotten gains, for an accounting and other appropriate relief pursuant to General Statutes § 42-110m(a), and for civil penalties pursuant to General Statutes § 42-110o.

2. Plaintiff, State of Connecticut, is represented by William Tong, Attorney General, acting at the request of Michelle H. Seagull, Commissioner of Consumer Protection of the State of Connecticut, pursuant to Chapter 735a of the General Statutes.

3. Defendant Vision Solar, LLC is registered with the Connecticut Secretary of State as a Pennsylvania limited liability company with a principal place of business at 511 Route 168, Blackwood, New Jersey, 08012.

4. Whenever reference is made in this complaint to any act or practice of Defendant, such allegation shall be deemed to allege that the principals, officers,

directors, employees, agents or representatives of Defendant did, or authorized, such act or practice while actively engaged in the scope of their duties.

5. At all relevant times, Defendant has been registered under the Connecticut Home Improvement Act as a Home Improvement Contractor under registration number HIC.0660535.

6. At all relevant times, Defendant has been engaged in trade or commerce in Connecticut as a registered home improvement contractor installing, inter alia, residential photovoltaic solar panel systems.

7. Beginning in December 2020, Defendant began offering its services as a residential solar panel installation company in Connecticut.

8. At all relevant times, Defendant has held itself out as an affordable solar panel company whose services allow consumers to save money on electricity by generating solar energy in an environmentally friendly manner.

9. Defendant's services involve installing solar panel systems which are meant to remain on homeowners' roofs for multiple decades, which can cost tens of thousands of dollars, and which may represent one of the largest home improvement projects a homeowner will ever complete.

10. Due to the high cost of solar panel installations, many consumers must enter multi-year leases, loans, or other financing arrangements with third-party lenders, and Defendant selects and/or suggests lenders to consumers with lenders for this purpose, all to its benefit.

11. Defendant has engaged in marketing and/or sales tactics that, separately or taken together, cause or influence consumers to execute lengthy and expensive solar contracts without the ability to make an informed, independent choice, including:
- a. Making multiple unsolicited “cold” calls to consumers for the purpose of setting up in-home sales visits to pitch solar contracts;
  - b. Making in-home visits and staying in consumers’ homes longer than requested or permitted by the homeowner, in some cases remaining for multiple hours and/or despite being asked to leave;
  - c. Pressuring consumers to sign up for solar installations the same day as the first in-home solicitation;
  - d. Pressuring consumers not to have Defendant’s agreements reviewed by counsel before signing;
  - e. Engaging in in-home sales pitches to individuals whom, due to intellectual or linguistic challenges, salespersons knew or should have known were unable to make informed decisions as to whether to purchase Defendant’s services;
  - f. Obscuring the effect of a consumer’s signature, such as by falsely stating or suggesting that the signature was only for “preapproval” purposes, or by claiming that a consumer has already entered into a contract with Defendant when they had not;
  - g. Presenting consumers with contracts or other documents, and soliciting the consumer’s electronic signatures, on the salesperson’s cell phone,

tablet or laptop computer where the consumer could not easily read or evaluate the documents in advance; and

h. Failing to provide consumers with copies of contracts they had signed until days or weeks later.

12. In several instances where homeowners have agreed to execute contracts with Defendant, Defendant has failed to obtain the required local permits before commencing work.

13. Defendant has caused unreasonable delays in delivering working solar panel systems as contracted for because it has failed to timely obtain permits necessary to complete the work.

14. In periods where Defendant's consumers' solar systems have been installed but not activated because of Defendant's failure to obtain permits or other delays not the fault of the consumer, consumers have incurred payment obligations to third-party lenders for solar systems they cannot use, for which Defendants have not fully reimbursed or indemnified the consumers.

15. In periods where Defendants' consumers' solar system have been installed but not yet activated as a result of Defendant's failure to obtain permits or other delays not the fault of the consumer, consumers have lost their potential solar production to offset their electric bills, for which Defendants have not fully reimbursed or indemnified the consumers.

16. Defendant has made misrepresentations to consumers concerning the tax benefits of installing solar systems, including representing that consumers would gain the benefit of certain tax credits despite knowing that due to the consumer's income, the

consumer would not see any such benefit, or would not see such benefit to the extent represented.

17. Defendant applied for town electrical permits falsely using the credentials of a licensed electrician not employed with Defendant at the time of the applications or without the authorized signature of such electrician.

18. Defendant offered and installed solar systems without a duly licensed electrician to perform the electrical work, including but not limited to the connection of the solar system to the residence's existing electrical system or utility meter.

19. Defendants have failed to respond to complaints and requests from consumers to address the aforesaid acts and practices.

20. Defendant's acts and practices, as described herein, caused substantial injury to consumers, including that consumers were sold, leased, or otherwise provided expensive solar panel installations without a meaningful opportunity to evaluate the costs and benefits; were not timely provided with working solar panel systems as contracted for; received home improvement work without the proper permits required by local authorities; and incurred out of pocket costs and expenses.

**COUNT ONE: CUTPA—UNFAIRNESS**

21. Paragraphs 1-20 are incorporated by reference as if fully set forth here.

22. By engaging in the aforesaid acts and practices, Defendant has violated the public policy against making misrepresentations and nondisclosures, against high-pressure in-home sales tactics, against unfair practices by home improvement contractors and salespersons, and against unlawful trade work.

23. Defendant's acts and practices, as described herein, are oppressive, unethical, immoral, and unscrupulous.

24. Defendant's acts and practices, as described herein, therefore constitute unfair acts or practices in violation of General Statutes § 42-110b(a).

**COUNT TWO: CUTPA—DECEPTION**

25. Paragraphs 1-20 are incorporated by reference as if fully set forth here.

26. Defendant's acts and practices, as described herein, were deceptive in that Defendant made untrue or misleading statements to consumers regarding material facts related to solar system installations that were likely to mislead consumers acting reasonably under the circumstances.

27. Defendant's acts and practices, as described herein, were deceptive in that Defendant applied for town electrical permits falsely using the credentials of a licensed electrician not employed with Defendant at the time of the applications or without the authorized signature of such electrician.

28. Defendant's acts and practices, as described herein, were deceptive in that Defendant held themselves out as offering residential solar installations to consumers, and completed such installations, despite not having a duly licensed electrician to apply for and complete the electrical work, including but not limited to the connection of the solar system to the residence's existing electrical system or utility meter.

29. Defendant's acts and practices, as described herein, therefore constitute deceptive acts or practices in violation of General Statutes § 42-110b(a).

**COUNT THREE: CUTPA—VIOLATIONS OF HOME IMPROVEMENT ACT**

30. Paragraphs 1-20 are incorporated by reference as if fully set forth here.

31. Defendant’s conduct as described above violated General Statutes § 42-110b by violating the Home Improvement Act, General Statutes chapter 400, including in that Defendant:

- a. Commenced work without obtaining the applicable building or construction permits as required, in violation of General Statutes § 20-427(i); and
- b. Failed to provide and deliver to homeowners a completed copy of home improvement contracts at the time such contracts were executed, in violation of General Statutes § 20-429(c).

**COUNT FOUR: CUTPA—VIOLATIONS OF OCCUPATIONAL LICENSING STATUTES**

32. Paragraphs 1-20 are incorporated by reference as if fully set forth here.

33. Defendant’s conduct as described above violated General Statutes § 42-110b by violating General Statutes §§ 20-334 and 20-341(d) including in that Defendant applied for local electrical permits without having an appropriately licensed electrical contractor sign, or authorize the signing of, such applications.

34. Defendant’s conduct as described above violated General Statutes § 20-338b and 20-341(d) including in that Defendant engaged in, practiced, and offered to perform work requiring an electrical license pursuant to chapter 393 of the General Statutes without such license.



## **COUNT FIVE: WILLFULNESS**

35. Paragraphs 1-34 are incorporated by reference as if fully set forth here.

36. Defendant knew, or should have known, that its conduct was unfair or deceptive in violation of General Statutes § 42-110b, and as a consequence the Defendant is subject to civil penalties of not more than \$5,000 per violation pursuant to General Statutes § 42-110o(b).

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff claims the following relief:

1. An order pursuant to General Statutes § 42-110m(a), enjoining the Defendant from further violation of General Statutes § 42-110b(a).
2. An order pursuant to General Statutes § 42-110m(a), directing the Defendant to pay restitution.
3. An order pursuant to General Statutes § 42-110o(b), directing the Defendant to pay civil penalties for each willful violation of General Statutes § 42-110b(a).
4. An order pursuant to General Statutes § 42-110m(a), directing the Defendant to disgorge all revenues, profits and gains achieved in whole or in part through the unfair and/or deceptive acts or practices complained of herein.
5. An award of attorneys' fees, pursuant to General Statutes § 42-110m(a).
6. Such other and further relief as the Court deems appropriate.

STATE OF CONNECTICUT  
WILLIAM TONG  
ATTORNEY GENERAL

By: /s/ Joseph E. Gasser

Joseph E. Gasser, Juris No. 443231

Lauren H. Bidra, Juris No. 440552

Assistant Attorneys General

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RETURN DATE: MARCH 21, 2023 : SUPERIOR COURT  
: :  
STATE OF CONNECTICUT : J.D. OF HARTFORD  
: AT HARTFORD  
V. :  
: :  
VISION SOLAR, LLC : FEBRUARY 27, 2023

**STATEMENT OF AMOUNT IN DEMAND**

The Plaintiff states that the amount in demand is greater than \$15,000, exclusive of interest and costs.

STATE OF CONNECTICUT  
WILLIAM TONG  
ATTORNEY GENERAL

By: /s/ Joseph E. Gasser  
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