

RETURN DATE: JULY 30, 2024	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	J.D. OF HARTFORD
	:	AT HARTFORD
V.	:	
	:	
SUNRUN, INC.,	:	
SUNRUN INSTALLATION SERVICES INC.,	:	
BRIGHT PLANET SOLAR, INC.,	:	
ELEVATE SOLAR SOLUTIONS LLC,	:	
DAKOTA GRUMET, AND	:	
SIERRA HOWES	:	JULY 1, 2024

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 Defendants’ violation of General Statutes § 42-110b(a), to obtain such other relief as may be necessary to address the injury to consumers resulting from Defendants’ 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 Bryan Cafferelli, Commissioner of Consumer Protection of the State of Connecticut, pursuant to Chapter 735a of the General Statutes.

3. Whenever reference is made in this complaint to any act or practice of Defendants, such allegation shall be deemed to allege that the principals, officers, directors, employees, agents or representatives of Defendants did, or authorized, such act or practice while actively engaged in the scope of their duties.

4. At all relevant times, all defendants were engaged in trade or commerce related to sales, marketing, installation, and financing of residential solar panel systems in Connecticut and elsewhere.

Defendants Sunrun Installation and Sunrun Inc. (Collectively “Sunrun”)

5. Defendant Sunrun Inc. (“Sunrun Inc.”) is a corporation registered with the Connecticut Secretary of State as a Delaware corporation with a principal place of business at 225 Bush Street, Suite 1400, San Francisco, CA 94104.

6. Sunrun Inc. is a publicly traded company that among other services, offers for sale and installs solar systems for residential consumers to purchase or lease through multi-year leases, loans, or other financing arrangements.

7. Defendant Sunrun Installation Services Inc. (“Sunrun Installation”) is registered with the Connecticut Secretary of State as a Delaware corporation with a principal place of business at 225 Bush Street, Suite 1400, San Francisco, CA 94104.

8. Defendant Sunrun Installation is a subsidiary of Defendant Sunrun Inc.

9. Defendants Sunrun Installation and Sunrun, Inc. are referred to collectively as “Sunrun.”

10. At all relevant times, Defendant Sunrun Installation has been registered under the Connecticut Home Improvement Act as a Home Improvement Contractor under registration number HIC.0642655.

Defendant Bright Planet

11. Defendant Bright Planet Solar, Inc. (“Bright Planet”) is registered with the Connecticut Secretary of State as a Massachusetts corporation with a principal place of business at 1451 Grafton Street, Worcester, MA 01604-2718.

12. At all relevant times, Bright Planet was engaged in marketing, sales, and installation of residential solar panel systems in Connecticut and elsewhere.

Defendant Elevate Solar Solutions LLC

13. Defendant Elevate Solar Solutions LLC (“Elevate Solar”) is registered with the Connecticut Secretary of State as a Connecticut limited liability company with a principal place of business at 15 Dinah Rd, 303, West Hartford, CT 06107-2418.

14. At all relevant times, Elevate Solar was engaged in marketing and sales of residential solar panel systems in Connecticut and elsewhere.

Individual Defendants

15. Defendant Dakota Grumet resides at 16 Wickhams Fancy, Collinsville, CT 06019-3221, and is a principal and managing member of Defendant Elevate Solar and employed by Defendant Bright Planet.

16. Defendant Sierra Howes resides at 15 Dinah Rd., West Hartford, CT 06107-2418, and is a registered agent of Defendant Elevate Solar and employed by Defendant Bright Planet.

Sunrun, Bright Planet, and Elevate Solar Marketing of Solar Panel Systems

17. Beginning around November 2010, Sunrun Installation began offering its services as a residential solar panel installation company in Connecticut.

18. Sunrun Installation’s services involve offering for sale and 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.

19. Due to the high cost of solar panel installations, many Sunrun Installation

consumers must enter multi-year leases, loans, or other financing arrangements with Sunrun Inc. or third-party finance companies to finance their systems.

20. Upon information and belief, Sunrun contracts with local solar marketing companies, such as Bright Planet and Elevate Solar, to provide door-to-door marketing and sales for Sunrun solar system products and services.

21. At all relevant times, Bright Planet and Elevate Solar acted on behalf of or in common enterprise with Sunrun in their common business of sales and marketing of Sunrun residential solar system products and solar panel installations.

22. At all relevant times, Bright Planet employed Sierra Howes, a/k/a Sierra Ford (“Howes”), and Dakota Grumet, a/k/a Dakota Ford (“Grumet”) (collectively, “Individual Defendants”), as home improvement salespersons.

23. At all relevant times, Howes and Grumet were not registered as home improvement salespersons, in violation of the Home Improvement Act, including General Statutes §§ 20-427(b)(5) & (7).

The Windsor Transaction

24. In or around August 2023, Howes and Grumet impersonated a consumer in attempting to originate a new Sunrun solar panel lease contract.

25. On or about August 14, 2023, Bright Planet employee Howes conducted a door-to-door sales pitch at said consumer’s home, holding himself out as an employee of Bright Planet and offering a 25-year Sunrun lease contract for a monthly payment of \$306.98.

26. The consumer rejected the offer as too expensive.

27. In or around the first week of October 2023, notwithstanding the

consumer's rejection of the unfavorable offer, Bright Planet employee Grumet contacted the consumer's father to ask if he was interested in a Sunrun lease contract on the same terms the consumer had already rejected.

28. The consumer's father likewise rejected this offer.

29. Notwithstanding the consumer's and her father's express rejections of the 25-year Sunrun lease contract with a \$306.98 monthly payment, Defendant Bright Planet falsely applied an electronic signature bearing the consumer's name to a 25-year solar panel lease with Sunrun Installation dated August 14, 2023, ostensibly making the consumer a party to a contract she never read, signed, or assented to.

30. The false electronic signature on the Sunrun Installation contract has the consumer's first and last names reversed. Similarly, throughout the contract, the consumer's initials are reversed.

31. Further, at least one employee of Defendant Bright Planet impersonated said consumer by attempting to imitate her voice on a recorded confirmation phone call with a Sunrun representative when opening the lease account.

32. A confirmation call is an important feature of a residential solar panel transaction. During the confirmation call, the solar salesperson, who is often in the consumer's home with the consumer, dials the solar company or finance company—in this case, Sunrun—and hands the call off to the consumer, who confirms orally whether they understand the terms of the transaction and wish to proceed.

33. On the recorded call, the Sunrun representative is heard asking the salesperson to identify themselves. The response heard is "Sierra Ford."

34. The Sunrun representative then asks Sierra Ford to put the consumer on

the line to confirm the details of the transaction.

35. The consumer is female. However, the voice purporting to be the consumer's on the recorded call is a deep male voice. The voice purports to confirm the consumer's name, but erroneously reverses the first and last names, as was done on the contract.

36. In response to the Sunrun representative's questions, the "consumer" on the call indicates that they agree to a 25-year solar contract with a \$306.98 monthly payment with a 2.99% yearly increase—the precise terms the consumer already specifically rejected.

37. Neither Sunrun nor Bright Planet provided the consumer a copy of a home improvement contract at the time it was supposedly executed, in violation of the Home Improvement Act including General Statutes § 20-429(c) and the Home Solicitation Sales Act including General Statutes § 42-135a.

38. On or about October 9, 2023, Sunrun Installation, or Bright Planet on its behalf, installed a large 36-panel, two-inverter 14.22 kilowatt solar system on the consumer's roof.

39. Only after the installation did the consumer receive a copy of the fraudulent lease contract.

40. Sunrun has enforced the solar lease contract against the consumer in violation of General Statutes §§ 20-429(a)(1)(A) & 42-135a(1)-(2).

41. Despite demand, Sunrun has refused to remove the solar panels and restore the consumer's roof to its previous condition.

42. Despite demand, Sunrun has refused to terminate the lease,

notwithstanding that the consumer never signed the lease contract.

The Stafford Springs Transaction

43. In or around November 2022, Grumet and Howes falsely applied an electronic signature bearing another consumer's name to a 25-year solar panel lease with Sunrun dated November 22, 2022.

44. In or around November 2022, Howes and Grumet conducted a Zoom call sales pitch with a consumer, holding themselves out as employees of Elevate Solar Solutions and offering a 25-year lease contract for a monthly payment of \$314.

45. During the Zoom call, Howes and Grumet did not explain to the consumer that her monthly lease payment would increase by 2.9% annually, totaling \$135,693 in payments over the course of the 25-year lease contract.

46. The consumer orally accepted this offer during the Zoom call.

47. Neither Sunrun nor Bright Planet provided the consumer a copy of a home improvement contract at the time it was supposedly executed, in violation of the Home Improvement Act including General Statutes § 20-429(c) and the Home Solicitation Sales Act including General Statutes § 42-135a.

48. In or around December 2022, Sunrun Installation, or Bright Planet on its behalf, installed the solar panels on the consumer's house. To date, the solar panels have not been activated.

49. The Stafford Springs Building Department approved the building permit to install solar panels on the consumer's house on June 6, 2023, more than six months after the solar panels were installed.

50. Sunrun Installation, or Bright Planet on its behalf, commenced work

without obtaining the applicable building or construction permits as required, in violation of General Statutes § 20-427(i).

51. In or around July 2023, the consumer contacted Bright Planet for a copy of the contract she orally agreed to with Howes and Grumet via Zoom call. Shortly thereafter, the consumer received the contract.

52. Upon reviewing the contract, the consumer learned for the first time that the contract was with Sunrun and that there was an e-signature of her name on the contract despite her never signing or reviewing the contract, prior thereto.

53. Sunrun has enforced the solar lease contract against the consumer in violation of General Statutes §§ 20-429(a)(1)(A) & 42-135a(1)-(2).

54. Despite demand, Sunrun has refused to remove the solar panels and restore the consumer's roof to its previous condition.

55. Despite demand, Sunrun has refused to terminate the lease, notwithstanding that the consumer never signed the lease contract.

The Wethersfield Transaction

56. On or about October 5, 2022, Kevin Savage, representing himself to be a Bright Planet employee, conducted an in-person sales pitch to a consumer for a 25-year Sunrun solar panel lease contract with a monthly payment of \$106.18 for the duration of the contract.

57. On or about October 5, 2022, the consumer agreed to the 25-year Sunrun lease contract. The consumer signed the contract electronically. The consumer did not receive physical copies of the contract.

58. Neither Sunrun nor Bright Planet provided the consumer a copy of a

home improvement contract at the time it was supposedly executed, in violation of the Home Improvement Act including General Statutes § 20-429(c) and the Home Solicitation Sales Act including General Statutes § 42-135a.

59. To date, the consumer has not received a copy of the contract.

60. Sunrun Installation, or Bright Planet on its behalf, installed the solar panels on the consumer's home in October 2022. The Wethersfield Building Department approved the electrical permit for the solar panels on November 4, 2022, after the solar panels were already installed.

61. Sunrun Installation, or Bright Planet on its behalf, commenced work without obtaining the applicable building or construction permits as required, in violation of General Statutes § 20-427(i).

62. To date, the solar panels have not been activated.

63. Sunrun has enforced the solar lease contract against the consumer in violation of General Statutes § 42-135a(1)-(2).

64. Despite demand, Sunrun has refused to remove the solar panels and restore the consumer's roof to its previous condition.

Defendants Failed to Deliver Products and Services as Promised and Advertised

65. In several instances, Defendants misrepresented to consumers the terms of the financing arrangements, such as the monthly payment amounts or total cost, for consumers to finance the solar systems.

66. In several instances where homeowners have agreed to execute contracts with Defendants, Defendants have failed to obtain the required local permits prior to commencing work.

67. Defendants have caused unreasonable delays in delivering working solar panel systems as contracted for because they have failed to timely obtain permits necessary to complete the work.

68. On numerous instances after Defendants have installed solar panels on consumers' houses, Defendants have been non-responsive to issues that arise resulting from installation of solar panels, including but not limited to roof leaks and solar panel malfunctions.

69. Defendants' acts and practices, as described herein, caused substantial injury to consumers, including that consumers were sold, leased, or otherwise provided expensive solar panel installations they did not agree to and 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: SUNRUN DEFENDANTS (CUTPA – UNFAIRNESS)

70. Paragraphs 1-69 are incorporated by reference as if fully set forth here.

71. By engaging in the aforesaid acts and practices, Sunrun Defendants have violated the public policies 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.

72. Sunrun Defendants' acts and practices, as described herein, are oppressive, unethical, immoral, and unscrupulous.

73. Sunrun Defendants' acts and practices, as described herein, cause

substantial injury to consumers.

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

COUNT TWO: SUNRUN DEFENDANTS (CUTPA – DECEPTION)

75. Paragraphs 1-74 are incorporated by reference as if fully set forth here.

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

77. Sunrun Defendants' acts and practices, as described herein, were deceptive in that Sunrun Defendants' agents represented verbally to consumers that Defendants were selling solar systems under certain financial terms, however, when consumers received copies of the contracts they verbally agreed to, it was revealed that such financial terms were not the terms provided for in their solar system contracts.

78. Sunrun Defendants' acts and practices, as described herein, were deceptive in that Sunrun Defendants' failure to provide copies of its solar system contracts upon the consumer's execution, in violation of General Statutes § 42-135a(1)-(2), resulted in the omission of material facts related to consumers' solar system purchases that were likely to mislead consumers acting reasonably under the circumstances.

79. Sunrun Defendants' acts and practices, as described herein, were

deceptive in that Sunrun Defendants' agents e-signed contracts on behalf of consumers.

80. Sunrun Defendants' acts and practices, as described herein, were deceptive in that Sunrun Defendants' agents held themselves out as offering residential solar installations to consumers, and sold such products, despite not having a current certificate of registration under the Home Improvement Act, General Statutes § 20-418 et seq.

COUNT THREE: SUNRUN DEFENDANTS (CUTPA – PER SE VIOLATIONS)

81. Paragraphs 1-80 are incorporated by reference as if fully set forth here.

82. Sunrun Defendants' conduct as described above violated General Statutes § 42-110b by violating the Home Improvement Act, General Statutes chapter 400, violations of which are per se CUTPA violations under General Statutes § 20-427(c), including in that Sunrun Defendants:

a. Offered for sale and sold solar systems without a current certificate of registration under the Home Improvement Act, in violation of General Statutes § 20-427(b)(5);

b. Employed or allowed persons to act as salesmen on Sunrun's behalf without such persons being registered as home improvement salesmen under the Home Improvement Act, in violation of General Statutes § 20-427(b)(7).

c. 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);

d. Enforced solar contracts against consumers despite not complying

with Home Improvement Act requirements that the contract be signed by the owner of the home, contain a notice of the owner's cancellation rights, and that each change in terms and conditions of a contract shall be in writing and signed by the owner, all in violation of General Statutes § 20-429(a)(1); and

e. Commenced work without obtaining the applicable building or construction permits as required, in violation of General Statutes § 20-427(i).

83. Sunrun Defendants' conduct as described above violated General Statutes § 42-110b by violating the Home Solicitation Sales Act, General Statutes chapter 740, violations of which are per se CUTPA violations under General Statutes § 42-135a, including in that Sunrun Defendants:

a. Failed to furnish to consumers a fully completed receipt or copy of all contracts and documents pertaining to the home solicitation sale of solar systems at the time of execution, in violation of General Statutes § 42-135a(1);

b. Failed to furnish to consumers a "NOTICE OF CANCELLATION" form pertaining to the home solicitation sale at the time consumers agree to purchase a solar system, in violation of General Statutes § 42-135a(2); and

c. Enforced solar contracts against consumers despite not complying with Home Solicitation Sales Act requirements that the contract be signed by the buyer, a copy of the contract be provided to the buyer at the time

of purchase, and contain a notice of the buyer's cancellation rights, all in violation of General Statutes § 42-135a.

COUNT FOUR: SUNRUN DEFENDANTS (CUTPA – WILLFULNESS)

84. Paragraphs 1-83 are incorporated by reference as if fully set forth here.

85. Sunrun Defendants knew that its conduct was unfair or deceptive in violation of General Statutes § 42-110b when Sunrun Defendants enforced solar panel lease contracts, despite knowledge that such contracts were procured in violation of the Home Improvement Act and the Home Solicitation Sales Act.

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

COUNT FIVE: BRIGHT PLANET (CUTPA – UNFAIRNESS)

87. Paragraphs 1-86 are incorporated by reference as if fully set forth here.

88. By engaging in the aforesaid acts and practices, Bright Planet has violated the public policies 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.

89. Bright Planet's acts and practices, as described herein, are oppressive, unethical, immoral, and unscrupulous.

90. Bright Planet's acts and practices, as described herein, cause substantial injury to consumers.

91. Bright Planet's acts and practices, as described herein, therefore

constitute unfair acts or practices in violation of General Statutes § 42-110b(a).

COUNT SIX: BRIGHT PLANET (CUTPA – DECEPTION)

92. Paragraphs 1-91 are incorporated by reference as if fully set forth here.

93. Bright Planet's acts and practices, as described herein, were deceptive in that Bright Planet made untrue or misleading statements and omissions to consumers regarding material facts related to solar system installations that were likely to mislead consumers acting reasonably under the circumstances, such as misrepresenting the cost of solar system products.

94. Bright Planet's acts and practices, as described herein, were deceptive in that Bright Planet represented verbally to consumers that Bright Planet was selling solar systems under certain financial terms, however, when consumers received copies of the contracts they verbally agreed to, it was revealed that such financial terms were not the terms provided for in their solar system contracts.

95. Bright Planet's acts and practices, as described herein, were deceptive in that Bright Planet's failure to provide copies of its solar system contracts upon the consumer's execution, in violation of General Statutes § 42-135a(1)-(2), resulted in the omission of material facts related to consumers' solar system purchases that were likely to mislead consumers acting reasonably under the circumstances

96. Bright Planet's acts and practices, as described herein, were deceptive in that Bright Planet e-signed contracts on behalf of consumers, without the consumers' consent.

97. Bright Planet's acts and practices, as described herein, were deceptive in that Bright Planet salespersons held themselves out as offering residential solar

installations to consumers, and sold such products, despite not having a current certificate of registration under the Home Improvement Act, General Statutes § 20-418 et seq.

COUNT SEVEN: BRIGHT PLANET (CUTPA – PER SE VIOLATIONS)

98. Paragraphs 1-97 are incorporated by reference as if fully set forth here.

99. Bright Planet's conduct as described above violated General Statutes § 42-110b by violating the Home Improvement Act, General Statutes chapter 400, § 20-427(c), including in that Bright Planet:

- a. Offered for sale and sold solar systems without a current certificate of registration under the Home Improvement Act, in violation of General Statutes § 20-427(b)(5);
- b. Employed or allowed persons to act as salesmen on Bright Planet's behalf without such persons being registered as home improvement salesmen under the Home Improvement Act, in violation of General Statutes § 20-427(b)(7).
- c. 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);
- d. Enforced solar contracts against consumers despite not complying with Home Improvement Act requirements that the contract be signed by the owner of the home, contain a notice of the owner's cancellation rights, and that each change in terms and conditions of a contract shall be in writing and signed by the owner, all in violation of General Statutes § 20-

429(a)(1); and

- e. Commenced work without obtaining the applicable building or construction permits as required, in violation of General Statutes § 20-427(i).

100. Bright Planet's conduct as described above violated General Statutes § 42-110b by violating the Home Solicitation Sales Act, General Statutes chapter 740, § 42-135a, including in that Bright Planet:

- a. Failed to furnish to consumers a fully completed receipt or copy of all contracts and documents pertaining to the home solicitation sale of solar systems at the time of execution, in violation of General Statutes § 42-135a(1);
- b. Failed to furnish to consumers a "NOTICE OF CANCELLATION" form pertaining to the home solicitation sale at the time consumers agree to purchase a solar system, in violation of General Statutes § 42-135a(2); and
- c. Enforced solar contracts against consumers despite not complying with Home Solicitation Sales Act requirements that the contract be signed by the buyer, a copy of the contract be provided to the buyer at the time of purchase, and contain a notice of the buyer's cancellation rights, all in violation of General Statutes § 42-135a.

COUNT EIGHT: BRIGHT PLANET (CUTPA – WILLFULNESS)

- 101. Paragraphs 1-100 are incorporated by reference as if fully set forth here.
- 102. Bright Planet knew that its conduct was unfair or deceptive in violation of

General Statutes § 42-110b when Bright Planet e-signed solar system contracts on behalf of consumers.

103. Bright Planet knew that its conduct was unfair or deceptive in violation of General Statutes § 42-110b when Bright Planet impersonated a consumer in attempting to originate a new Sunrun solar panel lease contract.

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

COUNT NINE: ELEVATE SOLAR (CUTPA – UNFAIRNESS)

105. Paragraphs 1-104 are incorporated by reference as if fully set forth here.

106. By engaging in the aforesaid acts and practices, Elevate Solar has violated the public policies 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.

107. Elevate Solar's acts and practices, as described herein, are oppressive, unethical, immoral, and unscrupulous.

108. Elevate Solar's acts and practices, as described herein, cause substantial injury to consumers.

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

COUNT TEN: ELEVATE SOLAR (CUTPA – DECEPTION)

110. Paragraphs 1-109 are incorporated by reference as if fully set forth here.

111. Elevate Solar's acts and practices, as described herein, were deceptive

in that Elevate Solar made untrue or misleading statements and omissions to consumers regarding material facts related to solar system installations that were likely to mislead consumers acting reasonably under the circumstances, such as misrepresenting the cost of solar system products.

112. Elevate Solar's acts and practices, as described herein, were deceptive in that Elevate Solar represented verbally to consumers that Elevate Solar was selling solar systems under certain financial terms, however, when consumers received copies of the contracts they verbally agreed to, it was revealed that such financial terms were not the terms provided for in their solar system contracts.

113. Elevate Solar's acts and practices, as described herein, were deceptive in that Elevate Solar's failure to provide copies of its solar system contracts upon the consumer's execution, in violation of General Statutes § 42-135a(1)-(2), resulted in the omission of material facts related to consumers' solar system purchases that were likely to mislead consumers acting reasonably under the circumstances

114. Elevate Solar's acts and practices, as described herein, were deceptive in that Elevate e-signed contracts on behalf of consumers, without the consumers' consent.

115. Elevate Solar's acts and practices, as described herein, were deceptive in that Elevate Solar and Elevate Solar's salespersons held themselves out as offering residential solar installations to consumers, and sold such products, despite not having a current certificate of registration under the Home Improvement Act, General Statutes § 20-418 et seq.

COUNT ELEVEN: ELEVATE SOLAR (CUTPA – PER SE VIOLATIONS)

116. Paragraphs 1-115 are incorporated by reference as if fully set forth here.

117. Elevate Solar's conduct as described above violated General Statutes § 42-110b by violating the Home Improvement Act, General Statutes chapter 400, § 20-427(c), including in that Elevate Solar:

- a. Offered for sale and sold solar systems without a current certificate of registration under the Home Improvement Act, in violation of General Statutes § 20-427(b)(5);
- b. Employed or allowed persons to act as salesmen on Elevate Solar's behalf without such persons being registered as home improvement salesmen under the Home Improvement Act, in violation of General Statutes § 20-427(b)(7).
- c. 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); and
- d. Enforced solar contracts against consumers despite not complying with Home Improvement Act requirements that the contract be signed by the owner of the home, contain a notice of the owner's cancellation rights, and that each change in terms and conditions of a contract shall be in writing and signed by the owner, all in violation of General Statutes § 20-429(a)(1)

118. Elevate Solar's conduct as described above violated General Statutes § 42-110b by violating the Home Solicitation Sales Act, General Statutes chapter 740, § 42-135a, including in that Elevate Solar:

- a. Failed to furnish to consumers a fully completed receipt or copy of

all contracts and documents pertaining to the home solicitation sale of solar systems at the time of execution, in violation of General Statutes § 42-135a(1);

b. Failed to furnish to consumers a “NOTICE OF CANCELLATION” form pertaining to the home solicitation sale at the time consumers agree to purchase a solar system, in violation of General Statutes § 42-135a(2); and

c. Enforced solar contracts against consumers despite not complying with Home Solicitation Sales Act requirements that the contract be signed by the buyer, a copy of the contract be provided to the buyer at the time of purchase, and contain a notice of the buyer’s cancellation rights, all in violation of General Statutes § 42-135a.

COUNT TWELVE: ELEVATE SOLAR (CUTPA – WILLFULNESS)

119. Paragraphs 1-118 are incorporated by reference as if fully set forth here.

120. Elevate Solar knew that its conduct was unfair or deceptive in violation of General Statutes § 42-110b when Elevate Solar e-signed solar system contracts on behalf of consumers.

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

COUNT THIRTEEN: INDIVIDUAL DEFENDANTS (CUTPA – UNFAIRNESS)

122. Paragraphs 1-121 are incorporated by reference as if fully set forth here.

123. By engaging in the aforesaid acts and practices, the Individual Defendants have violated the public policies 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.

124. The Individual Defendants' acts and practices, as described herein, are oppressive, unethical, immoral, and unscrupulous.

125. The Individual Defendants' acts and practices, as described herein, cause substantial injury to consumers.

126. The Individual Defendants' acts and practices, as described herein, therefore constitute unfair acts or practices in violation of General Statutes § 42-110b(a).

COUNT FOURTEEN: INDIVIDUAL DEFENDANTS (CUTPA – DECEPTION)

127. Paragraphs 1-126 are incorporated by reference as if fully set forth here.

128. The Individual Defendants' acts and practices, as described herein, were deceptive in that they made untrue or misleading statements and omissions to consumers regarding material facts related to solar system installations that were likely to mislead consumers acting reasonably under the circumstances, such as misrepresenting the cost of solar system products.

129. The Individual Defendants' acts and practices, as described herein, were deceptive in that they represented verbally to consumers that they were selling solar systems under certain financial terms, however, when consumers received copies of the contracts they verbally agreed to, it was revealed that such financial terms were not the terms provided for in their solar system contracts.

130. The Individual Defendants' acts and practices, as described herein, were

deceptive in that their failure to provide copies of its solar system contracts upon the consumer's execution, in violation of General Statutes § 42-135a(1)-(2), resulted in the omission of material facts related to consumers' solar system purchases that were likely to mislead consumers acting reasonably under the circumstances

131. The Individual Defendants' acts and practices, as described herein, were deceptive in that they e-signed contracts on behalf of consumers, without the consumers' consent.

132. The Individual Defendants' acts and practices, as described herein, were deceptive in that they held themselves out as offering residential solar installations to consumers, and sold such products, despite not having a current certificate of registration under the Home Improvement Act, General Statutes § 20-418 et seq.

COUNT FIFTEEN: INDIVIDUAL DEFENDANTS (CUTPA – PER SE VIOLATIONS)

133. Paragraphs 1-132 are incorporated by reference as if fully set forth here.

134. The Individual Defendants' conduct as described above violated General Statutes § 42-110b by violating the Home Improvement Act, General Statutes chapter 400, § 20-427(c), including in that the Individual Defendants:

- a. Offered for sale and sold solar systems without a current certificate of registration under the Home Improvement Act, in violation of General Statutes § 20-427(b)(5);
- 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); and
- c. Enforced solar contracts against consumers despite not complying with Home Improvement Act requirements that the contract be signed by

the owner of the home, contain a notice of the owner's cancellation rights, and that each change in terms and conditions of a contract shall be in writing and signed by the owner, all in violation of General Statutes § 20-429(a)(1).

135. The Individual Defendants' conduct as described above violated General Statutes § 42-110b by violating the Home Solicitation Sales Act, General Statutes chapter 740, § 42-135a, including in that the Individual Defendants:

a. Failed to furnish to consumers a fully completed receipt or copy of all contracts and documents pertaining to the home solicitation sale of solar systems at the time of execution, in violation of General Statutes § 42-135a(1);

b. Failed to furnish to consumers a "NOTICE OF CANCELLATION" form pertaining to the home solicitation sale at the time consumers agree to purchase a solar system, in violation of General Statutes § 42-135a(2); and

c. Enforced solar contracts against consumers despite not complying with Home Solicitation Sales Act requirements that the contract be signed by the buyer, a copy of the contract be provided to the buyer at the time of purchase, and contain a notice of the buyer's cancellation rights, all in violation of General Statutes § 42-135a.

COUNT SIXTEEN: INDIVIDUAL DEFENDANTS (CUTPA – WILLFULNESS)

136. Paragraphs 1-135 are incorporated by reference as if fully set forth here.

137. The Individual Defendants knew that their conduct was unfair or

deceptive in violation of General Statutes § 42-110b when they e-signed solar system contracts on behalf of consumers.

138. The Individual Defendants knew that their conduct was unfair or deceptive in violation of General Statutes § 42-110b when they impersonated a consumer in attempting to originate a new Sunrun solar panel lease contract.

139. The Individual Defendants knew, or should have known, that their conduct was unfair or deceptive in violation of General Statutes § 42-110b, and as a consequence the Defendants are 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 Defendants from further violation of General Statutes § 42-110b(a).
2. An order pursuant to General Statutes § 42-110m(a), directing the Defendants to pay restitution.
3. An order pursuant to General Statutes § 42-110o(b), directing the Defendants 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 Defendants 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.

The amount in demand is fifteen thousand dollars (\$15,000) or more.

STATE OF CONNECTICUT
WILLIAM TONG
ATTORNEY GENERAL

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