

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

STATE OF OHIO, ex rel.)	CASE NO.
DAVE YOST,)	
Ohio Attorney General)	
Cincinnati Regional Office)	JUDGE
8040 Hosbrook Road, Suite 300)	
Cincinnati, OH 45206)	COMPLAINT AND REQUEST FOR
)	DECLARATORY AND INJUNCTIVE
Plaintiff,)	RELIEF, CONSUMER DAMAGES,
)	CIVIL PENALTIES AND OTHER
-vs-)	APPROPRIATE RELIEF
)	
G3 SOLAR LLC)	
c/o ERIK RASH)	
272 W 200 N)	
Suite 200)	
London, Utah 84042)	
)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Dave Yost, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*
2. The actions of G3 Solar LLC ("G3 Solar" or "Defendant"), hereinafter described, have occurred in Franklin County as well as other counties around the State of Ohio, and are in violation of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules Ohio Adm.Code 109:4-3-01 *et seq.*
3. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.05 of the CSPA.

4. This Court has venue to hear this case pursuant to Ohio Civ.R. 3(C)(7) because the action involves an action described in Civ.R. 4.3 and Franklin County is a county where Plaintiff resides.

DEFENDANT

5. Defendant G3 Solar is a foreign limited liability company with its principal place of business located at 272 W 200 N, Suite 200, Lindon, Utah 84042. G3 Solar has been registered with the Ohio Secretary of State since February 28, 2023.
6. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant, at all times relevant herein, engaged in the business of effecting “consumer transactions” by providing services and goods to individuals for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

7. Defendant advertised, marketed, sold, and installed alternative energy products including residential solar panel systems to consumers in Ohio.
8. Defendant does not have a fixed business location in Ohio where goods are displayed and services are offered to consumers on a regular basis.
9. Defendant named Ohio as one of its target markets on their website, <https://g3solar.com/>.
10. Defendant advertised, marketed, sold and installed solar panel systems via door-to-door sales, direct solicitations, and via its website, <https://g3solar.com/>.
11. Defendant’s solar panel systems cost consumers tens of thousands of dollars, in some cases nearing \$100,000.

Solicitation and Sales Practices

12. Defendant used direct solicitations to sell solar panels to Ohio consumers.

13. Defendant induced Ohio consumers to purchase solar panel systems by making specific promises about the system's performance, projected savings on future energy costs, and a projected kilowatt per hour output.
14. During the sales pitch, Defendant claimed to identify the number of solar panels necessary to power the consumer's home. Defendant's representatives reviewed each consumer's home and identified the number of kilowatts per hour their solar system should produce over a year to meet the consumer's energy needs. However, Defendant's solar systems frequently fail to produce the promised amount of electricity. When consumers contact Defendant regarding this issue, Defendant fails to provide a resolution, including delaying responding to or ignoring the consumer.
15. Defendant misrepresented the benefits that a solar panel system would provide consumers.
16. Defendant misrepresented that a consumer would save money by purchasing their solar systems because their solar system would produce enough electricity to offset, eliminate, or significantly reduce the consumers' monthly electricity bill.
17. Consumers monthly electricity bills do not decrease as represented because Defendant's systems fail to produce the promised amount of electricity.
18. To the contrary, Ohio consumers' monthly bills increased after purchasing Defendant's solar systems because consumers are responsible for an expensive monthly loan payment for the solar system in addition to their monthly utility bill from their traditional electricity provider.
19. Defendant advised a consumer that complained about their system's energy production to clean their solar panels, trim overgrown trees, and "try to avoid running multiple high-energy appliances at the same time, especially during peak usage hours. This can help

reduce the need to draw from the grid.” These responses make it clear that Defendant is aware that their solar systems cannot match the power provided by traditional electricity for Ohio consumers.

20. Defendant misrepresented to consumers that their solar systems would produce enough energy to engage in “Net Metering,” which allows consumers to receive credits for excess electricity sent back to the traditional electricity grid. Many Ohio consumers complained that Defendant’s solar systems did not produce enough energy to replace their use of traditional electricity, let alone produce excess energy. As a result of geographic constraints— such as insufficient sunlight – and consistent consumer complaints, Defendant was aware that consumers’ solar systems were unlikely to produce excess energy.
21. Defendant induced Ohio consumers to purchase these solar panel systems by using false and misleading statements regarding significant tax benefits that Defendant claimed the consumers could put towards their loan balance for the solar panel system. However, many of Defendant’s customers are senior citizens who do not have earned income and do not file taxes and thus are not eligible for the tax benefit advertised by Defendant.
22. In some instances, consumers stated that Defendant promised tax benefits in excess of \$20,000 which were never received.

Financing Practices

23. Defendant offered consumers financing on the solar panel system purchase with a loan from a third-party solar financing company. These loans typically have a duration of twenty to thirty years and require consumers to make monthly loan payments.
24. Defendant failed to inform consumers that the financing company will place a lien on the consumer’s home.

25. Defendant represented to consumers (1) a specific savings over a twenty-five-year period and (2) a specific monthly payment amount related to the solar panel financing. However, Defendant failed to clearly and conspicuously disclose to consumers that the monthly loan payment would increase after 18 months unless the consumer made a lump sum “voluntary payment” of 30% at 18 months.
26. In addition, Defendant failed to disclose to the consumer how the “voluntary payment” of 30% was calculated. It is unclear whether Defendant calculated the “voluntary payment” amount to be 30% of the remaining balance on the solar loan at the 18-month mark or 30% of the original balance on the solar loan.

Customer Service and Warranty Practices

27. Defendant offered a variable year limited warranty on their solar systems. However, in many instances, Defendant failed to honor their limited warranty.
28. Some Ohio consumers complained to Defendant that their solar panel system was not operating and/or functioning properly, and Defendant did not address, repair, or resolve the concerns in a timely and reasonable manner.
29. While consumers’ solar panel systems were not operating and/or functioning properly, consumers continued to have to make payments on their loans for the solar panel systems.
30. Defendant’s warranty claims to “start on the day the system is installed.” In contrast, when consumers complained that their systems weren’t functioning properly or were not providing the amount of savings promised by Defendant, repairs were delayed by Defendant because Defendant indicated to consumers that their systems had to run for “a full year” before Defendant could assess whether the systems were performing properly.

31. Defendant frequently failed to respond to consumer inquiries and customer service-related calls.

32. Defendant has maintained a pattern of inefficiency, incompetence and/or continuous tactics to stall and evade their legal obligations to consumers.

33. Defendant' failure to perform contracted services in an appropriate manner has resulted in harm to Ohio consumers.

PLAINTIFF'S FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA
COUNT I
HIGH PRESSURE SALES TACTICS

34. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

35. Defendant committed unfair or deceptive and unconscionable acts or practices by engaging in high pressure sales tactics in connection with the sale of its solar panel systems, in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A).

36. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.02. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT II
FALSE AND MISLEADING STATEMENTS

37. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

38. Defendant engaged in unfair, deceptive, and unconscionable acts and practices by using false and misleading statements in connection with consumer transactions, in order to induce Ohio consumers to purchase their solar panel systems, in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A).

39. The acts and practices described above have been previously determined by Ohio Courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III
FAILURE TO HONOR WARRANTY

40. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
41. Defendant committed unfair and deceptive acts or practices by representing to consumers that the consumer transaction involved a warranty and then failing to fulfill their obligations pursuant to the warranty CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(10).
42. The acts and practices described above have been previously determined by Ohio Courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT IV
FAILURE TO RESPOND TO CUSTOMER SERVICE REQUESTS

43. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint,
44. Defendant engaged in unfair and deceptive acts and practices by failing to respond to repeated calls and messages from consumers and failing to provide sufficient customer service in connection with the products purchased, in violation of the CSPA, R.C. 1345.02(A).
45. The acts and practices described above have been previously determined by Ohio Courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., in the manner set forth in the Complaint;
- B. ISSUE A PERMANENT INJUNCTION** enjoining Defendant, under this or any other names, their agents, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendant, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from any further violations of the CSPA, R.C. 1345.01 et seq. and its Substantive Rules in Ohio Adm.Code 109:4-3-01 et seq.;
- C. IMPOSE** upon Defendant civil penalties in the amount of \$25,000.00 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D);
- D. ORDER** Defendant to reimburse all consumers found to have been damaged by Defendant's unlawful actions;
- E. GRANT** Plaintiff his costs in bringing this action including, but not limited to, the costs of collecting any judgment awarded;
- F. ORDER** Defendant to pay all court costs; and
- G. GRANT** such further relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

DAVE YOST
OHIO ATTORNEY GENERAL

/s/ Paige E. Weinstein
PAIGE E. WEINSTEIN (0098371)

Assistant Attorney General
Consumer Protection Section
Cincinnati Regional Office
8040 Hosbrook Road, Suite 300
Cincinnati, Ohio 45236
(513) 852-1542
Paige.Weinstein@OhioAGO.gov

Counsel for Plaintiff, State of Ohio