



IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO

STATE OF OHIO, ex rel.)
MICHAEL DEWINE)
Ohio Attorney General)
Cleveland Regional Office)
615 W. Superior Avenue, 11th Floor)
Cleveland, Ohio 44113-1899)

Plaintiff,)

-vs-)

ENERGY WISE)
HOME IMPROVEMENTS, INC.)
c/o CT Corporation System, S.A.)
4400 Easton Commons Way, Ste. 125)
Columbus, OH 43219)

And)

ANTHONY J. PORRAZZO, JR.)
1928 Read St.)
Lowellville, Ohio 44436)

And)

SCOTT T. CROSS)
43846 State Route 558)
Columbiana, OH 44408-9622)

Defendants)

CASE NO. 18 CV 2780

JUDGE Anthony D'Apollito

COMPLAINT AND REQUEST FOR
INJUNCTIVE AND DECLARATORY
RELIEF, CONSUMER RESTITUTION
AND CIVIL PENALTIES

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Michael DeWine, 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, R.C. 1345.01 et seq.

2. The actions of Defendants have occurred throughout Mahoning County and other counties in the State of Ohio, and are in violation of the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules O.A.C. 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(B)(1) and (3), in that Defendants’ business was located in Mahoning County and some of the transactions complained of herein, and out of which this action arises, occurred within Mahoning County, Ohio.

DEFENDANTS

5. Defendant Energy Wise Home Improvements, Inc. (“Energy Wise”) is an Ohio corporation, registered with the Ohio Secretary of State, with its principal place of business located on 5164 Youngstown-Poland Road, Youngstown, OH 44514.

6. Defendant Anthony Porrazzo, Jr. (“Porrazzo”) is the owner and Vice-President of Energy Wise, and directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from and/or otherwise participated in the day to day activities and practices of Defendant Energy Wise, including the conduct described in this Complaint.

7. Defendant Scott T. Cross (“Cross”) is the President of Energy Wise, and also directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally

participated in, benefitted from and/or otherwise participated in the day to day activities and practices of Defendant Energy Wise, including the conduct described in this Complaint.

8. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) as Defendants were, at all times relevant herein, engaged in the business of effecting “consumer transactions” by providing services 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

9. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through eight (1-8) of this Complaint.

10. At all times relevant to this action, whether initially contacted by the consumers or not, Defendants solicited consumers for home improvement services in Mahoning County as well as other counties in the State of Ohio.

11. Defendants accepted payments for home improvement contracts, and would either provide no work or sometimes partially perform the work in a manner which was unsatisfactory to the Ohio consumers.

12. Defendants’ failure to perform the contracted home improvement services in a proper manner has resulted in harm to consumers and required these consumers to incur additional expenses to have Defendants’ contracted work completed and/or corrected.

13. The Ohio Attorney General’s Office has received well over one hundred consumer complaints regarding Defendants. Examples of some of these complaints are included in paragraphs 14 through 16, below. By listing these examples, Plaintiff is in no way limiting his request for relief in this complaint to these consumers.

14. Consumer Pietras, a 78 year old woman, contacted Energy Wise on or about July 18, 2018 in response to an internet ad she received as she was considering a deck addition to her home. On or about July 26, 2018, this consumer signed a contract for Energy Wise to install a deck at a contracted cost of \$22,222.00. Pietras paid Energy Wise a \$9,000 deposit on July 26, 2018, and paid another \$3,222.00 on August 2, 2018 when a representative of Energy Wise returned to “re-check” the dimensions of the deck. Thereafter, on or about August 6, 2018 the owner, “Tony,” met with Consumer Pietras and discussed modifying the project from a simple deck addition to the construction of a sunroom with attached deck, at an additional cost of \$18,422.00. The owner of Energy Wise convinced Consumer Pietras to pay the full amount of the project (now increased to a total of \$40,644) that day; on or about August 6, 2018. The project was expected to commence on or about October 23, 2018. On or about October 15, 2018, Consumer Pietras received a letter from Energy Wise indicating that the business was forced to close. It is been more than eight weeks since consumer Pietras paid Energy Wise for this project, and no work has been commenced, no further communication has been relayed to the consumer and no refund of any part of the \$40,644.00 has been issued. Copies of Consumer Pietras’ documents are attached hereto as Exhibit “A.”

15. Consumer Toth signed two contracts with Energy Wise in December 2016 for, among other things, the installation of Polaris windows and a front door to his home. Toth paid Energy Wise a total of \$14,500.00 for the contracts, and received from Energy Wise a Lifetime Service Warranty which provided that, “[i]n the event of a problem or defect with your product, contact Energy Wise Home Improvements, Inc. at (330) 755-4300 and notify them of your claim. Any product defects are covered fully by the manufacturer’s warranty. Any service for adjustments, replacements, and or repair is covered exclusively by Energy Wise Home

Improvements, Inc. There is no cost for Warranty applied claims...”. Consumer Toth experienced documented problems with the installation of both the windows and the door and contacted Energy Wise several times to correct the issues, to no avail. In addition, Consumer Toth felt the workmanship provided by Energy Wise was substandard, but Energy Wise failed to adequately address these items to the consumer’s satisfaction. Copies of Consumer Toth’s documents are attached as Exhibit “B.”

16. In May and July of 2017, Consumer Burtner signed multiple contracts with Energy Wise to do some home improvement work including the removal and replacement of siding on the house, and the installation of insulation and windows, among other things. The combined cost of the contracts was \$8,922.00, and the consumer received a Lifetime Service Warranty identical in wording to the Warranty described in paragraph 15, *supra*. Consumer Burtner claims the work done on his house was substandard and slow and, despite the Lifetime Service Warranty given by the company, Energy Wise failed to adequately address the issues he brought to their attention several times. Copies of Consumer Burtner’s documents are attached as Exhibit “C.”

COUNT I

**FAILURE TO DELIVER GOODS AND/OR SERVICES
OR ISSUE REFUNDS**

17. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through sixteen (1-16) of this Complaint.

18. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02 and O.A.C. 109:4-3-09, by selling home improvement services to consumers, receiving payments for the contracted services, and then failing to deliver the

contracted services or refund the monies paid.

COUNT II

PERFORMING SUBSTANDARD WORK

19. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through eighteen (1-18) of this Complaint.

20. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.

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

COUNT III

FAILURE TO HONOR WARRANTIES

22. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through twenty-one (1-21) of this Complaint.

23. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by representing to consumers that the consumer transaction involved a warranty and then either failing to fulfill their obligations pursuant to the warranty or failing to pay the warranty company.

24. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* The Defendants 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 in the manner set forth in the Complaint;
- B. ISSUE** a permanent injunction enjoining Defendants, under these or any other names, their agents, servants, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendants, 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.;
- C. IMPOSE** upon Defendants civil penalties in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the CSPA pursuant to R.C. 1345.07(D);
- D. ORDER** restitution pursuant to R.C. 1345.07(B), for all Ohio consumers found to be damaged by Defendants' unfair or deceptive acts or practices;
- E. GRANT** Plaintiff his costs in bringing this action;
- F. ORDER** Defendants to pay all court costs;
- G. GRANT** such further relief as justice and equity require.

Respectfully submitted,

MICHAEL DeWINE
OHIO ATTORNEY GENERAL



REBECCA F. SCHLAG (0061897)
Senior Assistant Attorney General
THOMAS D. McGUIRE (0007121)
Senior Assistant Attorney General
Consumer Protection Section
Cleveland Regional Office
615 W. Superior Ave., 11th FL
Cleveland, OH 44113-1899
(216) 787-3030
Trial counsel for Plaintiff State of Ohio
Rebecca.Schlag@OhioAttorneyGeneral.gov
Thomas.McGuire@OhioAttorneyGeneral.gov