

DANIEL M. HERRIGAN  
IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO  
2012 JUN 18 AM 10:15

STATE OF OHIO, *ex rel.*  
MICHAEL DEWINE  
ATTORNEY GENERAL OF OHIO  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

Plaintiff,

v.

REGENCY WINDOWS  
CORPORATION  
c/o CSC-Lawyers Incorporating Service  
Statutory Agent  
50 West Broad Street  
Columbus, Ohio 43215

And

HOMEENERGY MD  
A Division of Regency Windows Corp.  
c/o Regency Windows Corporation  
Statutory Agent  
2288 East Aurora Road  
Twinsburg, Ohio 44087

Defendants.

SUMMIT COUNTY  
CLERK OF COURTS  
CASE NO.

JUDGE

2012 06 3306

JUDGE TOM PARKER

JURISDICTION AND VENUE

1. Plaintiff, Ohio Attorney General 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 ("CSPA"), R.C. 1345.01 et seq.

2. The actions of Defendants, hereinafter described, have occurred in Summit County and the State of Ohio, and as set forth below are in violation of the CSPA and its Substantive Rules.
3. This court has subject matter jurisdiction over this action pursuant to R.C. 1345.04.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that some of Defendants' actions complained of herein, and out of which this action arose, occurred in Summit County, Ohio.

### **DEFENDANTS**

5. Defendant Regency Windows Corporation ("Regency") is an Ohio corporation with its principal place of business formerly located at 2288 East Aurora Road, Twinsburg, Ohio 44087.
6. Defendant HomeEnergy MD ("HomeEnergy") is a division of Defendant Regency Windows Corporation, with its principal place of business formerly located at 2288 East Aurora Road, Twinsburg, Ohio 44087.
7. Defendants are "suppliers," as defined in R.C. 1345.01(C), as Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting, offering for sale, and selling replacement windows, siding and door services, to individuals in Summit County and other counties in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

### **STATEMENT OF FACTS**

8. Defendant Regency was, at all times relevant herein, engaged in the business of soliciting, offering for sale, and selling home improvement services, including

replacement windows, siding and door services, in the State of Ohio, including in Summit County.

9. Defendant HomeEnergy was, at all times relevant herein, engaged in the business of soliciting, offering for sale, and selling home improvement services, including home energy audits, assessments, and related repairs and insulation services in the State of Ohio, including in Summit County.
10. Defendant Regency solicited, offered, and sold its replacement windows and related products and services through its website, [www.regencywindow.com](http://www.regencywindow.com).
11. Defendant HomeEnergy solicited, offered, and sold its home energy insulation testing and services through its website, [www.homeenergymd.com](http://www.homeenergymd.com).
12. Defendants entered into contracts with consumers for the purchase of home improvement services, including the purchase of replacement windows and related installation and home energy insulation services.
13. On or about January 13, 2012, Defendants abruptly ceased operations and closed their doors without any advance notice to consumers.
14. At the time of their closing, Defendants had over eighty outstanding contracts for home energy insulation, window installation and/or warranty work to be performed.
15. Prior to their closing, Defendants had knowingly made false or misleading statements of opinion on which consumers relied to their detriment.
16. Believing such representations and claims were true, consumers had contracted with Defendants for the purchase and installation of replacement windows and related services, as well as for the purchase of home energy insulation and testing, and had provided substantial payments to Defendants for such services.

17. Prior to their closing, Defendants had accepted substantial payments from consumers as payments for the purchase of home energy insulation and testing and for the purchase and installation of replacement windows and related services.
18. Defendants have failed to provide consumers with the home energy insulation and replacement windows contracted and paid for, even after eight weeks have elapsed since Defendants accepted money from the consumers as payment for the goods and services ordered.
19. Defendants have failed to refund consumers' payments for ordered insulation services and windows and replacement window services, even after eight weeks have elapsed without Defendants fully providing such goods and services ordered.
20. Defendants' failure to provide the insulation services and the replacement windows and related installation services to consumers has resulted in harm to consumers and in some instances has required that consumers pay additional money to order new windows and contract for the window installation and home energy insulation services from other companies.
21. Prior to their closing, Defendants had provided consumers with inconsistent and inadequate information regarding window installation and service dates, as well as home energy insulation service dates.
22. Some consumers were told by Defendant Regency as late as January 9, 2012 that their windows would be installed on January 18, 2012.
23. Defendants knew, as early as December 1, 2011 that their business was in financial trouble, but Defendants continued to advertise and enter into contracts with consumers

for the purchase and installation of replacement windows and home energy insulation goods and services.

24. Defendant HomeEnergy entered into contracts with consumers as late as December 15, 2011 – less than a month before Defendants formally ceased operations.
25. Defendant Regency entered into contracts with consumers as late as January 10, 2012 – three days before Defendants ceased operations.
26. In connection with their windows and window replacement services, Defendant Regency had provided a “Limited Labor Life Time Warranty” which Defendant Regency had advertised as “Regency’s Exclusive Five Star Warranty.”
27. Defendant’s warranty provided that there would be no charge for labor, parts, or service calls for replacement of defects in the windows for as long as the original purchaser owns the home and for a period of fifteen years to the second owner.
28. Defendant Regency has failed to honor its express labor warranty, forcing consumers in need of repairs to contact other companies and pay additional money for the necessary repairs.

**PLAINTIFF'S CAUSE OF ACTION:**

**VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT**

**COUNT I**

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

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Eight (1-28) of this Complaint.
30. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Ohio Admin. Code 109:4-3-09(A), in that they have

accepted substantial payments from consumers, promised a delivery date for installation of replacement windows and related services, as well as a delivery date for insulation services, failed to deliver the goods and services contracted and paid for, and failed to return the payments to the consumers.

31. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

## **COUNT II**

### **UNCONSCIONABLE ACTS OR PRACTICES**

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Eight (1-28) of this Complaint.
33. Defendants have committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(3), by entering into consumer transactions for insulation services, replacement window installation and related services when Defendants knew or should have known of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction.
34. Defendants have committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(6), by making false or misleading statements of opinion on which consumers have relied to their detriment, in connection with consumer transactions.
35. Defendants have committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(7), by refusing to make a refund without justification.

36. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. 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 prays that this Court:

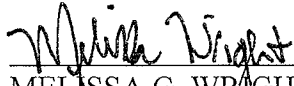
- A. ISSUE A DECLARATORY JUDGMENT declaring that each act or practice described in Paragraphs (13) – (28) of Plaintiff’s Complaint violates the CSPA in the manner set forth in this Complaint.
- B. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants Regency Window Corporation and HomeEnergy MD, under their own names or any other names, and all persons acting on behalf of Defendants directly or indirectly, through any corporate or private device, partnership or association, jointly and severally, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq.
- C. ISSUE PERMANENT INJUNCTIVE RELIEF enjoining Defendants Regency Windows Corporation and HomeEnergy MD from acting as suppliers and soliciting or engaging in any consumer transactions in the State of Ohio as a supplier until the final ordered resolution of this matter is satisfied in its entirety.
- D. ORDER Defendants Regency Windows Corporation and HomeEnergy MD, jointly and severally liable, pursuant to R.C. 1345.07(B), for reimbursement to all consumers found to have been damaged by Defendants’ unfair, deceptive, and unconscionable acts and practices, including, but not limited to, making restitution to consumers who paid money to Defendants but never fully received the goods or services for which they paid.

- E. ASSESS, FINE AND IMPOSE upon Defendants Regency Windows Corporation and HomeEnergy MD, jointly and severally, a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- F. ORDER Defendants Regency Windows Corporation and HomeEnergy MD, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, to maintain in their possession and control for a period of five (5) years, and in a manner designed to secure the privacy of all consumers' personal information, all business records relating to Defendants' solicitation, offer, and sale of replacement windows and related services, as well as home energy audits and insulation services in the State of Ohio.
- G. ORDER Defendants Regency Windows Corporation and HomeEnergy MD to cooperate with the Ohio Attorney General or his representative by providing the Ohio Attorney General, upon his request and upon reasonable twenty-four (24) hour notice, copies of any and all records necessary to establish compliance with the law and any court order granted herein, or to permit the Ohio Attorney General or his representative to inspect and/or copy any and all such records.
- H. ORDER Defendants Regency Windows Corporation and HomeEnergy MD, jointly and severally, to reimburse the Ohio Attorney General for all costs incurred in bringing this action.
- I. ORDER Defendants Regency Windows Corporation and HomeEnergy MD, jointly and severally, to pay all court costs associated with this action.
- J. GRANT such other relief as the Court deems to be just, equitable and appropriate.



Respectfully submitted,

MICHAEL DEWINE  
Attorney General



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