

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. 2018 CV 002780

JUDGE ANTHONY D'APOLITO

PLAINTIFF'S CIV. R 15(A) FIRST
AMENDED COMPLAINT AND
REQUEST FOR INJUNCTIVE AND
DECLARATORY RELIEF,
CONSUMER RESTITUTION AND
CIVIL PENALTIES

Now comes Plaintiff, State of Ohio, by and through the Attorney General of Ohio,
Michael DeWine, and hereby amends its Complaint as a matter of course pursuant to Rule 15(A)
of the Ohio Rules of Civil Procedure, in order to include the Exhibits referenced herein which
were not attached to the original Complaint.

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 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, 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 and/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.* and the HSSA, R.C. 1345.21 *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 Consumer Sales Practices Act 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

ENERGY WISE HOME IMPROVEMENTS

330-755-4300 - Tony

PROPOSAL AND CONTRACT

Date: 7/26/18

THIS AGREEMENT IS BETWEEN:
Energy Wise Home Improvements, Inc.
5164 Youngstown-Poland Road
Youngstown, Ohio 44514 (330) 755-4300

EW U812 MP

Tony 8/06/18

AND

Owner's Name: MARILYN PITTRYS
Owner's Address: 140 GLENDALE AVE * WARREN * OHIO * 44483
Owner's Telephone: (330) 847-9224

Energy Wise hereby agrees to furnish, and Owner hereby authorizes Energy Wise to furnish, all materials and equipment, and perform all labor necessary, to complete the following work (describe labor, materials and equipment to be furnished):

E.W. TO TURN IN ONE (1) 14x12 8' ONE (1) 8x5 TREATED LUMBER DECKS W/ 40 FEET OF RAIL 8' ALSO ONE 16x13 ALUMINUM WHITE PATCO ROOF ABOVE (ONLY ON THE 14x12 SIDE (NO ROOF OVER 8x5 ROOF) USE WOOD AROUND BOTTOM OF DECK (NOT LATTICE) CUT HOLE IN WALL 8' REMOVE OLD WINDOW 8' INSTALL ONE 6x80 WHITE IN WHITE OUT SLIDING GLASS DOOR. (ALSO INSTALL 2 OUTLETS) D.W.H. SLIDING GLASS DOOR.

Check # 7876 \$3222.00
* Robert Cabano Pitrays 8/2/18
Received 10,000 10/4 2018 Bunker

All material is guaranteed to be as specified, and the above work to be performed, in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

TOTAL: \$ 22,222.00 PAID AS FOLLOWS: \$ 9,000.00 AT RECHECK 11,111.00 (deposit and balance)

Any change(s) involving extra cost of labor or materials will be executed only after submission and acceptance of a written change order. Energy Wise reserves the right to withdraw the above proposal if it is not accepted by Owner within three (3) business days. If accepted, work will begin in approximately (6) weeks after material recheck has been completed. All work should be completed within approximately 6-7 days.

Energy Wise Home Improvements, Inc. agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000, and insurance covering property damage in an amount not less than \$50,000, with our existing insurance coverage being \$1,000,000.

If this agreement requires third party mortgage financing to pay for the improvements, Owner agrees to apply for mortgage financing for the improvements within three (3) days after the execution of this Agreement. Owner further agrees to expend such sums necessary and appropriate for processing Owner's loan application and to completely cooperate with lender in order to obtain financing, including providing financial information and appraisals. In the event Owner does not apply for the financing within the time provided in this Agreement, or, in the event Owner does not follow through with the application process, including, but not necessarily limited to, expenditure of such sums as are necessary and appropriate to pay for the cost of the application and any appraisal and cooperate with any appraiser, Owner acknowledges and understands that any deposit placed with Energy Wise will be forfeited and will be retained by Energy Wise, not as liquidated damages, but in addition to any other damages that may be incurred hereunder by Energy Wise.

NOTICE OF CANCELLATION: YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Any attempt at cancellation by Owner after midnight of the third business day after the date of this transaction shall be deemed a material breach of the Agreement, and any deposit placed with Energy Wise will be forfeited and will be retained by Energy Wise, not as liquidated damages, but in addition to any other damages that may be incurred by Energy Wise.

ENERGY WISE HOME IMPROVEMENTS, INC.

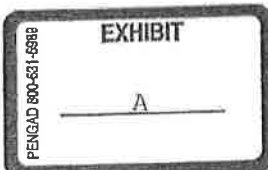
By: Steve D. Virgallito
Marilyn Pittrays
Owner

(Authorized Representative)

Date: 7/26/18

Date

HIC # PA060675 Attorney General's toll free # 1-888-520-6680



ENERGY WISE
HOME IMPROVEMENTS
330-755-4300

PROPOSAL AND CONTRACT

Date: 2/6/18

THIS AGREEMENT IS BETWEEN:
Energy Wise Home Improvements, Inc.
5164 Youngstown-Poland Road
Youngstown, Ohio 44514 (330) 755-4300

AND

Owner's Name: Marilyn & Thomas Pietras
Owner's Address: 140 Glendola Warren OH 44483
Owner's Telephone: 330 847-9224

Energy Wise hereby agrees to furnish, and Owner hereby authorizes Energy Wise to furnish, all materials and equipment, and perform all labor necessary, to complete the following work (describe labor, materials and equipment to be furnished):

Addendum To Contract DATED 7-26
ENCLOSURE NEAR SUNROOM Glendview White
All Sliding - W - 11) 560 GLASS KNOXWELL
ELECTRIC W/ ITAL HEATING UNIT) W/ FIBER
OUTLETS RECEIVED \$2,000 OF PRICE

All material is guaranteed to be as specified, and the above work to be performed, in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

TOTAL: \$ 17,422, PAID AS FOLLOWS: \$ PAID BY CHECK (deposit and balance)

Any change(s) involving extra cost of labor or materials will be executed only after submission and acceptance of a written change order. Energy Wise reserves the right to withdraw the above proposal if it is not accepted by Owner within three (3) business days. If accepted, work will begin in approximately (6) weeks after material recheck has been completed. All work should be completed within approximately 10 days.

Energy Wise Home Improvements, Inc. agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000, and insurance covering property damage in an amount not less than \$50,000; with our existing insurance coverage being \$1,000,000.

If this agreement requires third party mortgage financing to pay for the improvements, Owner agrees to apply for mortgage financing for the improvements within three (3) days after the execution of this Agreement. Owner further agrees to expend such sums necessary and appropriate for processing Owner's loan application and to completely cooperate with lender in order to obtain financing, including providing financial information and appraisals. In the event Owner does not apply for the financing within the time provided in this Agreement, or, in the event Owner does not follow through with the application process, including, but not necessarily limited to, expenditure of such sums as are necessary and appropriate to pay for the cost of the application and any appraisal and cooperate with any appraiser, Owner acknowledges and understands that any deposit placed with Energy Wise will be forfeited and will be retained by Energy Wise, not as liquidated damages, but in addition to any other damages that may be incurred hereunder by Energy Wise.

NOTICE OF CANCELLATION: YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Any attempt at cancellation by Owner after midnight of the third business day after the date of this transaction shall be deemed a material breach of the Agreement, and any deposit placed with Energy Wise will be forfeited and will be retained by Energy Wise, not as liquidated damages, but in addition to any other damages that may be incurred by Energy Wise.

ENERGY WISE HOME IMPROVEMENTS, INC.

By: [Signature]

(Authorized Representative)

Owner: [Signature]

Date: _____

Owner: _____

Date: _____

HIC # PA060675 Attorney General's toll free # 1-888-520-6680



Energy Wise Home Improvements, Inc.

NOTICE OF CANCELLATION

7/26/18
Date of Contract

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, and payments made by you under the contract, and any negotiable instrument executed by you will be returned to you within ten (10) business days following the receipt by the Contractor of your canceling notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this contract; or you may, if you wish, comply with the instructions of the Contractor regarding the return shipment of the goods at the Contractor's expense and risk.

If you do not make the goods available to the Contractor and the Contractor does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the Contractor, or if you agree to return the goods to the Contractor and fail to do so, then you remain liable for the performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to the Contractor at the address listed below or in the Contract not later than midnight, three (3) business days after the Date of Contract Shown above.

I hereby cancel this transaction.

_____ (Dated)

Customer

Customer

Energy Wise Home Improvements, Inc.
5164 Youngstown Poland Road
Youngstown, Ohio 44514

I have received this notice of cancellation

7/26/18 (Dated)

N. M. R. R.
Customer

Customer

Received on 10/15/18

Energy Wise Home Improvements, Inc.

Unfortunately, after seventeen years in business Energy Wise Home Improvements, Inc. has been forced to close for business.

We Apologize to our valued customers.

ENERGY WISE HVAC & ELECTRICAL 310.725-4300

Dr. B. B.
10-1-16

PROPOSAL AND CONTRACT

THIS AGREEMENT IS BETWEEN
Energy Wise Home Improvement, Inc.
1445 Commercial Center Blvd.
Tempe, AZ 85281 (602) 735-4300

AND

Owner's Name: Mark T. H.
Owner's Address: 8515 E. 4th Ave. #1
Owner's Phone: 330-541-0711

Owner hereby agrees to furnish, and Owner hereby authorizes Energy Wise to furnish, all materials and equipment, and perform all labor necessary, to complete the following work (describe labor, materials and equipment to be furnished):

1. Install 1/2" x 3" (1/2" x 1/2" x 3") Hvac in/fin
2. Install 1/2" x 3" (1/2" x 1/2" x 3") Hvac in/fin
3. Install 1/2" x 3" (1/2" x 1/2" x 3") Hvac in/fin
4. Install 1/2" x 3" (1/2" x 1/2" x 3") Hvac in/fin
5. Install 1/2" x 3" (1/2" x 1/2" x 3") Hvac in/fin

All materials to be used shall be specified and for above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

TOTAL: 4500 PAID AS FOLLOWS: 4500 1/2" x 1/2" x 3" (deposit and balance)

Energy Wise Home Improvement, Inc. agrees to complete the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

Energy Wise Home Improvement, Inc. agrees to complete the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

Energy Wise Home Improvement, Inc. agrees to complete the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

NOTICE OF CANCELLATION: THE OTHER PARTY MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO THE SIGNING OF THE AGREEMENT. THE OTHER PARTY MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO THE SIGNING OF THE AGREEMENT.

Energy Wise Home Improvement, Inc. agrees to complete the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

Energy Wise Home Improvement, Inc. agrees to complete the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

EXHIBIT
B
PENGAD 800-831-5089

ENERGYWISE

334-755-4300
PROPOSAL AND CONTRACT

Dec 16, 2016
Randy Ellis
Energy Wise

THIS AGREEMENT IS BETWEEN
Energy Wise Home Improvements, Inc.
1000 Montgomery Road
Yonkers, NY 10594 (914) 962-4300

AND

Client Name: Mark T. H.
Address: 8515 Ivy Hills Dr.
City/State/Zip: 30-501-3011, Ga.

Energy Wise hereby agrees to furnish, and Owner hereby authorizes Energy Wise to furnish, all materials and equipment, and perform all labor necessary to complete the following work: Interior Painting

Bedroom, Bath, Hall, Kitchen, Living Room, Dining Room, and Staircase

Approx. 2,500 sq. ft. of work
Estimate # 30-501-3011
Contract # 30-501-3011

Full Service Paint, Mr. Whang's New Orleans

It is agreed that the work shall be performed in accordance with the drawings and specifications submitted for the above work, and shall be a workmanlike manner for the kind of

WORK TO BE DONE: PAINT AS FOLLOWS: 10,000 sq. ft. in 4 days (approx. and between)

Any change in design or extra work or labor to be done shall be submitted only after submission and acceptance of a written change order. Energy Wise reserves the right to suspend the above project if it is not accepted by Owner within 10 business days. If suspended, work will resume at owner's expense. (2) Work shall include removal and disposal of old paint, sanding, priming, and painting.

Energy Wise Home Improvements, Inc. agrees to maintain liability insurance covering general liability, fire and theft, and auto liability, and maintain adequate property damage. It is agreed that the work shall be completed within 10 business days.

If this agreement is made in full payment for the work, the Owner agrees to pay for the work. Energy Wise reserves the right to suspend the above project if it is not accepted by Owner within 10 business days. If suspended, work will resume at owner's expense. (2) Work shall include removal and disposal of old paint, sanding, priming, and painting. Energy Wise reserves the right to suspend the above project if it is not accepted by Owner within 10 business days. If suspended, work will resume at owner's expense. (2) Work shall include removal and disposal of old paint, sanding, priming, and painting.

THIS CONTRACT IS MADE IN FULL PAYMENT FOR THE WORK. THE OWNER AGREES TO PAY FOR THE WORK. ENERGY WISE RESERVES THE RIGHT TO SUSPEND THE ABOVE PROJECT IF IT IS NOT ACCEPTED BY OWNER WITHIN 10 BUSINESS DAYS. IF SUSPENDED, WORK WILL RESUME AT OWNER'S EXPENSE. (2) WORK SHALL INCLUDE REMOVAL AND DISPOSAL OF OLD PAINT, SANDING, PRIMING, AND PAINTING.

Energy Wise Home Improvements, Inc. agrees to maintain liability insurance covering general liability, fire and theft, and auto liability, and maintain adequate property damage. It is agreed that the work shall be completed within 10 business days.

Signature of Owner: Mark T. H.
Signature of Energy Wise: [Signature]
Date: Dec 16, 2016

Print Name: Mark T. H.
Print Name: [Name]



ENERGY WISE DOOR ORDER FORM

DOOR LOCATION 1: Garage

DOOR LOCATION 2: Front

DOOR LOCATION 3: Back

MODEL # VSLMB

MODEL # VSGR9130

MODEL #

STEEL OR FIBERGLASS Fiberglass

STEEL OR FIBERGLASS Fiberglass

STEEL OR FIBERGLASS

JAMB SIZE 32/80

JAMB SIZE 67 1/4 36X80

JAMB SIZE

JAMB SIZE 49 1/4

JAMB SIZE 49 1/4

JAMB SIZE

COLOR IN White

COLOR IN White

COLOR IN

COLOR IN White

COLOR IN Colonial Oak

COLOR IN

COLOR OUT White

COLOR OUT Colonial Oak

COLOR OUT

COLOR OUT White

COLOR OUT Colonial Oak

COLOR OUT

HARDWARE Antique Brass Knob

HARDWARE Antique Brass Knob

HARDWARE

HARDWARE Antique Brass Knob

HARDWARE Antique Brass Knob

HARDWARE

HARDWARE Antique Brass Knob

HARDWARE Antique Brass Knob

HARDWARE

ACCESSORIES

ACCESSORIES

ACCESSORIES

ACCESSORIES

ACCESSORIES

ACCESSORIES

[Signature]
CUSTOMER SIGNATURE

12-15-11
DATE

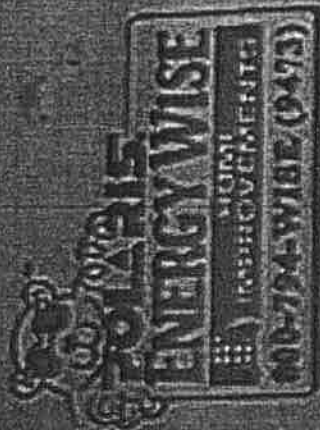
[Signature]
MANAGER SIGNATURE

12-15-11
DATE

Antique

(wants 9002 sidelets)

WANTS KNOB / LOCKSET / DEAD BOLT



LIFETIME SERVICE WARRANTY

FOR AS LONG AS YOU OWN THE HOME IN WHICH THE PRODUCT WAS INSTALLED

In the event of a problem or defect with your product, contact *Energy Wise Home Improvements Inc.* at (330) 755-4300 and testify item of your claim. Any product defects are covered fully by the manufacturer's warranty. Any service for adjustments, replacements, and/or repair is limited exclusively by

Energy Wise Home Improvements, Inc. There is no cost for Warranty specified claims. There is also no cost for service calls for the first year after product installation. After this year has passed a \$49 service charge will be applied to all service calls. *Energy Wise Home Improvements, Inc.* is not responsible for any physical or consequential damages resulting from any defects such as abuse, forced entry, heat, and negligent care. This warranty is applicable to immediate customers only. No other individual is authorized to modify this warranty, changes will not be required.

82-10-16

Anthony M. Gennaro
Signature

Date

ENERGY WISE
HOME IMPROVEMENTS
330-755-4300

PROPOSAL AND CONTRACT

Date: 5-3-17

THIS AGREEMENT IS BETWEEN:
Energy Wise Home Improvements, Inc.
5164 Youngstown-Poland Road
Youngstown, Ohio 44514 (330) 755-4300

AND

Owner's Name: Larry & Cheryl Beaman
Owner's Address: 1537 Chatham Ave. Youngstown, OH 44514
Owner's Telephone: 334-228-9433 Mobile: 330-612-4090

Energy Wise hereby agrees to furnish, and Owner hereby authorizes Energy Wise to furnish, all materials and equipment, and perform all labor necessary, to complete the following work (describe labor, materials and equipment to be furnished):

Remove siding on West side of house. 2111 sq ft.
Install D-4 Plywood Siding, mineral sandoluxed on 1/2"
insulation.
Cap all windows of house in winter.
Install 2000 Black Canadian Shingles on Roof.
Install 3-1/2" x 1-1/4" Siding and 1-2" x 1-1/2" Siding.
Get all debris removed from yard and driveway in 2017.
Blow insulation in attic / crawl space.
Have all work done before 10/1/17.

All material is guaranteed to be as specified, and the above work to be performed, in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

TOTAL: \$ 16,422.00, PAID AS FOLLOWS: \$ 2,000.00 (deposit and balance)

Any change(s) involving extra cost of labor or materials will be executed only after submission and acceptance of a written change order. Energy Wise reserves the right to withdraw the above proposal if it is not accepted by Owner within three (3) business days. If accepted, work will begin in approximately (6) weeks after material recheck has been completed. All work should be completed within approximately 3 days.

Energy Wise Home Improvements, Inc. agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000, and insurance covering property damage in an amount not less than \$50,000; with our existing insurance coverage being \$1,000,000.

If this agreement requires third party mortgage financing to pay for the improvements, Owner agrees to apply for mortgage financing for the improvements within three (3) days after the execution of this Agreement. Owner further agrees to expend such sums necessary and appropriate for processing Owner's loan application and to completely cooperate with lender in order to obtain financing, including providing financial information and appraisals. In the event Owner does not apply for the financing within the time provided in this Agreement, or, in the event Owner does not follow through with the application process, including, but not necessarily limited to, expenditure of such sums as are necessary and appropriate to pay for the cost of the application and any appraisal and cooperate with any appraiser, Owner acknowledges and understands that any deposit placed with Energy Wise will be forfeited and will be retained by Energy Wise, not as liquidated damages, but in addition to any other damages that may be incurred hereunder by Energy Wise.

NOTICE OF CANCELLATION: YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANYTIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Any attempt at cancellation by Owner after midnight of the third business day after the date of this transaction shall be deemed a material breach of the Agreement, and any deposit placed with Energy Wise will be forfeited and will be retained by Energy Wise, not as liquidated damages, but in addition to any other damages that may be incurred by Energy Wise.

ENERGY WISE HOME IMPROVEMENTS, INC.

By: [Signature] (Authorized Representative)

Owner: [Signature] Date: 5-3-17

Owner: [Signature] Date: 5-3-17

HIC # PA060675 Attorney General's toll free # 1-888-520-6680



ENERGY WISE
HOME IMPROVEMENTS
330-755-4300

PROPOSAL AND CONTRACT

Date: 7-22-17

THIS AGREEMENT IS BETWEEN:
Energy Wise Home Improvements, Inc.
5164 Youngstown-Poland Road
Youngstown, Ohio 44514 (330) 755-4300

AND

Owner's Name: LARRY J. BROWN, President

Owner's Address: 1537 CHERRY ST. N.W. ALBANY, OHIO 44604

Owner's Telephone: 330 234 285-9433

Energy Wise hereby agrees to furnish, and Owner hereby authorizes Energy Wise to furnish, all materials and equipment, and perform all labor necessary, to complete the following work (describe labor, materials and equipment to be furnished):

Paint the interior walls of the living room, dining room, and kitchen with white paint.
Paint the interior walls of the two bedrooms with white paint.
Paint the interior walls of the bathroom with white paint.
Paint the interior walls of the hallway with white paint.

All material is guaranteed to be as specified, and the above work to be performed, in accordance with the drawings and specifications submitted for the above work and completed in a workmanlike manner for the sum of:

TOTAL: \$ 2,200.00, PAID AS FOLLOWS: \$ 1,100.00 (deposit and balance)

Any change(s) involving extra cost of labor or materials will be executed only after submission and acceptance of a written change order. Energy Wise reserves the right to withdraw the above proposal if it is not accepted by Owner within three (3) business days. If accepted, work will begin in approximately (6) weeks after material recheck has been completed. All work should be completed within approximately 2 days.

If this agreement requires third party mortgage financing to pay for the improvements, Owner agrees to apply for mortgage financing for the improvements within three (3) days after the execution of this Agreement. Owner further agrees to expend such sums necessary and appropriate for processing Owner's loan application and to completely cooperate with lender in order to obtain financing, including providing financial information and appraisals. In the event Owner does not apply for the financing within the time provided in this Agreement, or, in the event Owner does not follow through with the application process, including, but not necessarily limited to, expenditure of such sums as are necessary and appropriate to pay for the cost of the application and any appraisal and cooperate with any appraiser, Owner acknowledges and understands that any deposit placed with Energy Wise will be forfeited and will be retained by Energy Wise, not as liquidated damages, but in addition to any other damages that may be incurred hereunder by Energy Wise.

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ENERGY WISE HOME IMPROVEMENTS, INC.

By: [Signature] (Authorized Representative)

Owner

Date

Owner

Date



HIC # PA060675 Attorney General's toll free # 1-888-520-6680

Bunker, Larry + Cherrae



Member of Monitoring
Thomson & Columbia Counties



LIFETIME SERVICE WARRANTY

FOR AS LONG AS YOU OWN THE HOME IN WHICH THE PRODUCT WAS INSTALLED

In 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 services for adjustments, replacements, and or repair is covered exclusively by Energy Wise Home Improvements, Inc. There is no cost for Warranty applied claims. There is also no cost for service calls for the first year after product installation. After the year has passed, a \$99 service charge will be applied to all service calls. Energy Wise Home Improvements, Inc. is not responsible for any incidental or consequential damage resulting from any defects such as abuse, forced entry, heat and negligent care. This warranty is applicable to immediate customers only. No other individual is authorized to modify this warranty, changes will not be recognized.

Date

Signature