

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
FIRST PREMIER HOME WARRANTY CORP.)	COMPLAINT AND REQUEST
918 Utica Avenue)	FOR DECLARATORY JUDGMENT,
Brooklyn, New York 11203)	INJUNCTIVE RELIEF,
)	CONSUMER RESTITUTION,
and)	CIVIL PENALTIES, AND
)	OTHER APPROPRIATE RELIEF
ALBERT H. SAYEGH)	
3943 Bedford Ave.)	
Brooklyn, New York 11229)	
)	
Defendants.)	
)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, Ohio Attorney General 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 R.C. 1345.01 *et seq.*
2. The actions of Defendants First Premier Home Warranty Corporation (“FPHW”) and Albert H. Sayegh (“Sayegh”) (collectively “Defendants”), hereinafter described, have occurred in Franklin County and other counties in the State of Ohio and across the United States, as set forth herein, are in violation of the Consumer Sales Practices Act (“CSPA”),

R.C. 1345.01, *et seq.* and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.* and the Telephone Solicitation Sales Act (“TSSA”), R.C. 4719.01 *et seq.*

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA and R.C. 4719.12 of the TSSA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) and (C)(4).

DEFENDANTS

5. Defendant FPHW is a foreign corporation formed in King County, New York on January 13, 2020. Upon information and belief, Defendant FPHW’s principal place of business is 2918 Avenue R, Brooklyn, New York 11129.
6. Defendant FPHW is not registered to do business with the Ohio Secretary of State.
7. Defendant Sayegh is a natural person who, upon information and belief, resides at 3943 Bedford Ave., Brooklyn, New York 11229.
8. Defendant Sayegh is the owner and president of Defendant FPHW.
9. Defendant Sayegh directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant FPHW, as described in this Complaint.
10. Defendants are each a “supplier,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting and soliciting “consumer transactions” by soliciting individual consumers in the State of Ohio to enter into transactions for “home warranty” services for purposes that are primarily personal, family or household within the meaning specified in R.C. 1345.01(A).

11. Defendants are each a “telephone solicitor,” as that term is defined in R.C. 4719.01(A)(8), as it was, at all times relevant herein, engaged in telephone solicitations to persons in Ohio.

BACKGROUND AND STATEMENT OF FACTS

12. Defendants market and sell residential “home warranty” service plans in Ohio and nationwide under the name First Premier Home Warranty (“FPHW Plans”).
13. Defendants have sold FPHW Plans to Ohio consumers since at least 2021.
14. Defendants advertise FPHW Plans to Ohio residents to encourage them to enter into home service contracts for repairs and services on their homes in Ohio.
15. Defendants advertise FPHW Plans to Ohio real estate agents so they will induce Ohio residents to enter into home service contracts for repairs and services on their homes in Ohio.
16. Defendants advertise FPHW Plans on the website, <https://firstpremierhomewarranty.com/>.
17. Defendants maintain an FPHW Facebook page and advertise through a variety of online platforms that advertise home warranties to consumers.

Defendant Albert Sayegh's Personal Involvement in Defendant FPHW's Acts

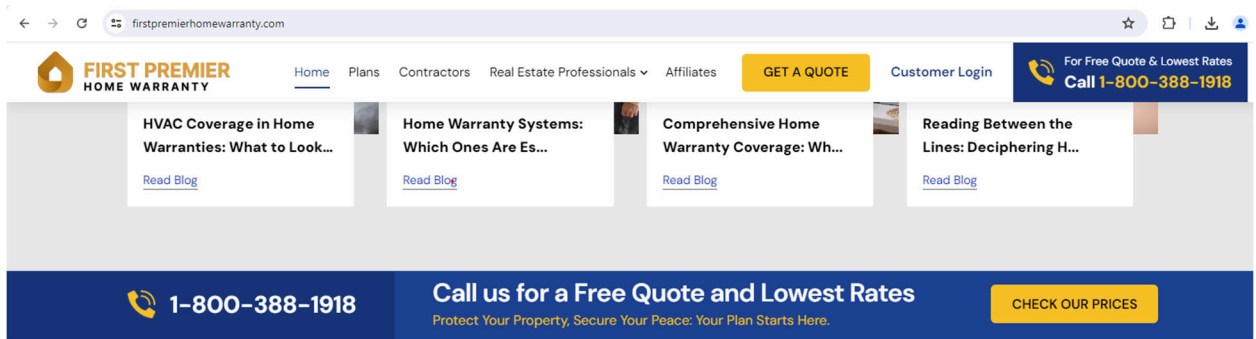
18. Defendant Sayegh opened, has access to, and exercises control over multiple bank accounts and credit cards for Defendant FPHW.
19. Defendant Sayegh identified himself as President of Defendant FPHW when he opened bank accounts and credit cards for Defendant FPHW.
20. Defendant Sayegh opened a Merchant Processing Account with Worldpay, LLC for Defendant FPHW.

21. Defendant Sayegh uses Defendant FPHW bank accounts and credit cards for his personal benefit and to the benefit of his family. This includes but is not limited to the following: providing loans to family members, paying for a family member's automobile, and using corporate funds to pay for personal credit cards e.g. Bloomingdale's.
22. On or around June 7, 2020, Defendant Sayegh opened a Verizon Communications Inc. business account ("Business Account") for Defendant FPHW.
23. The email address associated with the Business Account is asayegh@verizon.net. The username associated with the Business Account is "Firstpremier."
24. The physical address associated with the Business Account is 2918 Avenue R, Brooklyn, New York 11229.
25. On or around May 2, 2006, Defendant Sayegh opened a personal account ("Personal Account") with Verizon Communications Inc.
26. The email address associated with the Personal Account is asayegh@verizon.net.
27. The usernames associated with the Personal Account are the following: "vzetbjqg", "asayegh42@verizon.net", "res13flo9", "asayegh", "res13octo", and "pjsayegh."
28. The physical address associated with the Personal Account is 3943 Bedford Avenue Floor 1, Brooklyn, New York 11229.

Telephone Solicitations

29. In some instances, Defendants market and sell FPHW Plans to consumers via telephone.
30. In marketing and selling services to consumers, Defendants engaged in telephone solicitations by inviting consumers to call Defendants to receive a special price reduction and induce the consumers to make purchases from Defendants.

31. Defendants invite consumers to click the associated link and "Get a Quote." This link directs consumers to fill out a form, which requires consumers to input their zip code.
32. Defendants then send Consumers an email offering them the "lowest rates" if they call the phone number provided by Defendants.



33. Consumers seeking information from Defendants can enter contact information, including their home zip code, into a form on Defendants' website. Upon receiving this information from consumers, Defendants email consumers with FPHW Plan information.
34. Defendants' email directs consumers to call for a "Limited Discount Rate."

Your Home Warranty Quote!



Ted Parker <tparker@firstpremierhomewarranty.com>
To K Taylor



(800)388-1918

Call Now for this Limited Discounted Rate!

Dear K,

35. Defendants represent that by calling the number in the email, the consumer will receive an offer not available elsewhere.

I have prepared the following personalized quote for your property. I am able to provide you a discounted rate of 25% off of our regular annual price. **Our Platinum Plan is a ONE TIME PAYMENT OF \$399.00 and will get you 14 MONTHS OF COVERAGE! (2 FREE MONTHS)**

In addition, I can discount your Service Call Fee to only **\$60.00 per visit**, which is the **lowest** Service Call Fee in the industry today!

36. Defendants also provide consumers with a direct line to call to obtain the special offer.

Your Home Warranty Quote!



Ted Parker <tparker@firstpremierhomewarranty.com>
To K Taylor

This is a **special offer**, which will be only offered by reaching me directly at **(917)268-5764**.

I look forward to speaking with you soon.

Best Regards,

Ted Parker
First Premier Home Warranty
Toll Free: (800)388-1918 Ext.136
www.firstpremierhomewarranty.com

37. Defendants have never obtained a certificate of registration to be a telephone solicitor from the Ohio Attorney General's Office.
38. Defendants have never obtained and filed a copy of a surety bond with the Ohio Attorney General's Office, in connection with being a telephone solicitor.
39. Defendants charge consumers for the purchase of a FPHW Plan without first providing consumers with a notice of cancellation or obtaining copies of signed, written confirmations of sales. Consumers only receive copies of the FPHW Plan contract later, after already having paid for the FPHW Plan.

FPHW Plan Contracts and Coverage

40. Defendants represent the FPHW Plan is a home warranty, when in fact it is a home service contract, which is substantially different from a home warranty.
41. An actual home warranty is passed from a seller to a buyer without additional cost when a house is new and being sold to the first occupant. It is a right afforded to a new homeowner to expect that a new home purchased will function properly during a particular time frame. The home warranty typically covers everything between the foundation and the roof, but not items that are not permanently installed, such as dishwashers, refrigerators, or ovens.
42. In contrast, a service contract provides additional protections for an additional cost beyond the original purchase price for the item. A service contract can vary broadly in its coverage terms.
43. Defendants admit, in their contract, that “FPHW offers home service contracts, which are not warranties”; however, a copy of the contract that includes the aforementioned disclosure and terms and conditions regarding the cancellation/refund policies is not provided to Consumers until after they have signed up and paid for the product.
44. Further, Defendants use the word “warranty” in both the company and product name and advertises using phrases such as “The market leader in Home Warranties.”¹
45. On their website, Defendants provide information regarding the difference between Homeowners Insurance and a Home Warranty when the FPHW Plans sold are neither of those products, but rather are home service contracts.

¹ FPHW website, <https://firstpremierhomewarranty.com/>, last accessed on August 21, 2024.

What Is the difference between Homeowners insurance and a Home Warranty?

A home warranty is a service contract between a homeowner and a home warranty company. The contract covers repair and replacement costs on major home systems and appliances in the event of breakdowns associated with normal wear and tear.

A HOME INSURANCE POLICY is designed to cover accidental damage to your property and possessions, as a result of theft, fire, natural disasters, etc. The four main areas of coverage are interior, exterior, personal property, and general liability, but homeowners insurance does not cover issues related to natural wear and tear. That means that if one of your essential home systems or appliances simply stops working, then your policy probably isn't going to cover it.

Unlike homeowners insurance, a home warranty is not mandatory when purchasing a home. The main purpose of a home warranty is to offer coverage for the items that homeowners insurance overlooks — key items, appliances, and home systems that inevitably end up needing to be repaired or replaced over time. This is not limited to new items; which items or systems are covered depends upon the specific warranty plan.

46. Defendants advertise that FPHW Plan service contracts “help you avoid worrying about the high cost of repairing and replacing your home’s covered appliances or systems.”²



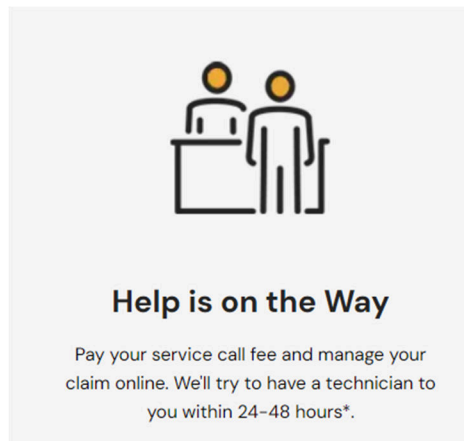
Protect Your Family & Budget

A First Premier Home Warranty can help you avoid worrying about the high cost of repairing or replacing your home's covered appliances or systems.

47. In reality, Defendants do not help consumers avoid worrying about high-cost repairs and replacements.
48. Defendants charge consumers between \$400 and \$650 a year for a FPHW Plan.
49. In some circumstances, Defendants sold consumers multi-year plans. For example, Defendants sold certain consumers five-year plans with "one year free."
50. In some circumstances, consumers purchased FPHW Plans and when the term expired Defendants charged consumers, automatically renewing their accounts if consumers did not take affirmative action to cancel the agreement.

² FPHW website, <https://firstpremierhomewarranty.com/>, last accessed on August 21, 2024.

51. Consumers must pay a service call fee for *each* service request. To some consumers, Defendants claim that their service fee of \$60 is the lowest in the industry. However, Defendants offer other consumers service fees ranging from \$45 to \$75. The amount of the service fee is included in the FPHW Plan contract and is not reimbursed.
52. Defendants' website states "pay your service call fee and manage your claim online. We'll try to have a technician to you within 24-48 hours."³



53. In contrast to this representation, Defendants admit in the fine print of the FPHW Plan contracts that "In some circumstances, it could take more than forty-eight (48) hours for a service provider to accept the request",⁴ however, a copy of the contract including the aforementioned disclosure is not provided to the consumer until after they have signed up and paid for the product.

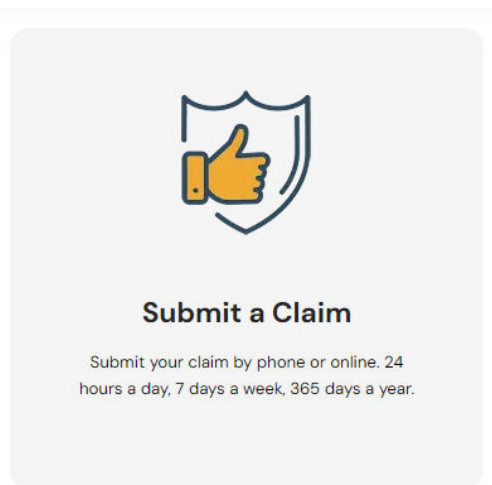
³ FPHW website, <https://firstpremierhomewarranty.com/>, last accessed on August 21, 2024.

⁴ FPHW Policy Details Brochure, page 3.

B. SERVICE REQUESTS

1. You must request service as soon as the malfunction is discovered and prior to the expiration of Your contract term. (Refer to Your Coverage Details for information on how to request service.)
2. Upon request for service, We will initiate service within (48) business hours. You will receive the name, phone number, and appointment date and time upon acceptance of the request by a Service Provider. In some circumstances, it could take more than forty-eight (48) hours for a Service Provider to accept the request.
3. We will not reimburse for services performed without prior approval.
4. You will pay a trade service call fee in the amount set forth in Your Coverage Details ("Service Fee") to the Service Provider for each service request you submit to Us.
5. If work performed under this contract should fail within 30 days, We will correct the failure without a Service Fee.
6. We have the sole right to select the Service Provider

54. To submit a claim, consumers are instructed to do so by phone or online⁵:



55. To schedule a service appointment, after the consumer submits a claim, Defendants will assign a service technician to the claim. Defendants will then provide the consumer with the service technician's contact information so that they can schedule an appointment with the service technician directly.⁶

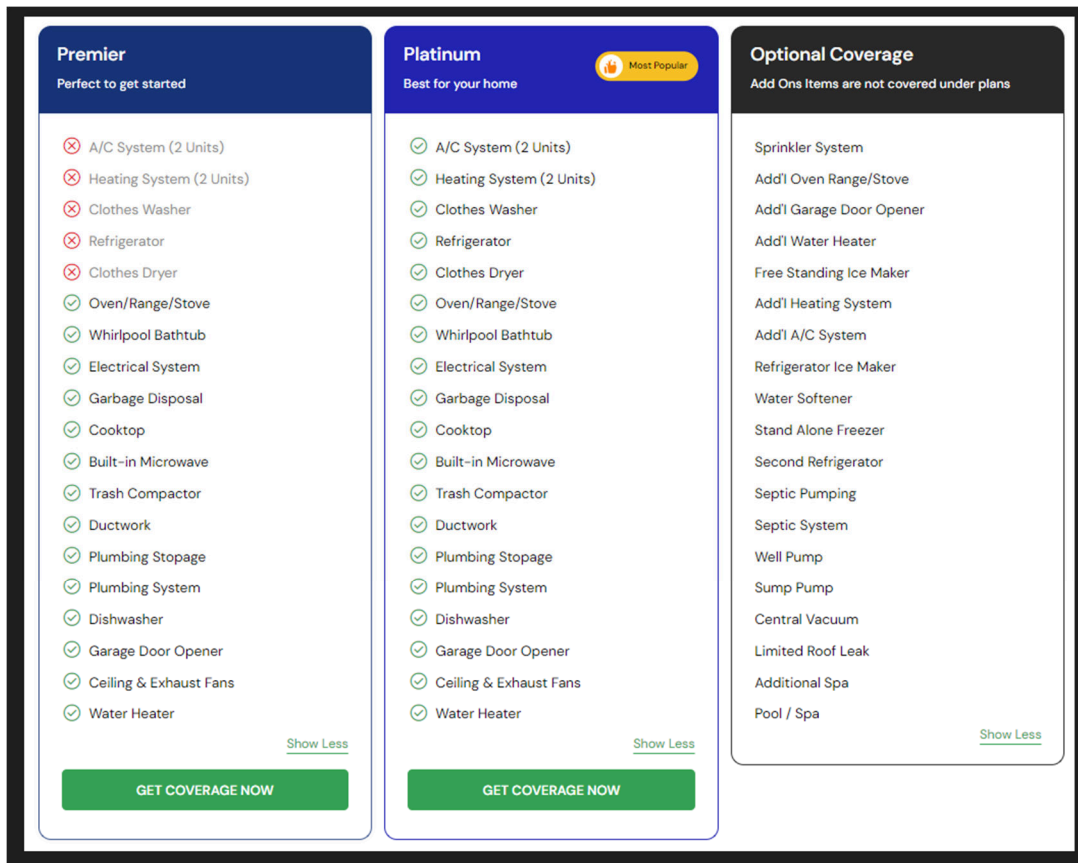
⁵ FPHW website, <https://firstpremierhomewarranty.com/>, last accessed on August 21, 2024.

⁶ FPHW Policy Details Brochure, page 3.

2. Schedule a Service Appointment

Once you submit your claim, you will be assigned a pre-screened, licensed, and insured service technician to handle your request. We will provide you with their contact information so you can schedule a mutually convenient appointment.

56. Consumers complain that sometimes it takes days or weeks to have a service technician dispatched to provide a diagnosis and/or repair.
57. Defendants’ website contains lists of what the FPHW Plans cover⁷:



58. In reality, the FPHW Plans do not cover the listed items in full but have very specific coverage.

⁷ FPHW website, <https://firstpremierhomewarranty.com/plan>, last accessed on August 21, 2024.

59. Defendants offer two separate FPHW Plans – a “Premier” plan and a “Platinum” plan. Defendants also offer optional add-ons to their plans, such as Pool/Spa, Well Pump, Central Vacuum, Limited Roof Leak, etc.
60. The coverage representations by Defendants are inconsistent with the fine print in the FPHW Plans.
61. Consumers complain that even when a certain item is “covered” under an FPHW Plan, many times various component parts of the appliance are not covered per the fine print.
62. For example, while FPHW Plans provide coverage for air conditioning/heating/ductwork, the terms in the contracts provided to consumer prior⁸ to signing up and purchasing the product varies drastically from the terms provided in the actual contracts provided to the consumer after⁹ purchasing the product:

BEFORE PURCHASE:

10. Air Conditioning/Heating/Ductwork - COVERED: All components and parts of the following systems: Ducted Central Electric Split and Package Units, Forced Air (gas, electric, oil), Wall Mounted Units, Minisplits, Heat Pumps, Floor Furnace, Hot Water or Steam Circulating Heat, Electric Baseboard; and Duct from unit to point of attachment at registers or grills. If replacing, only the failed components and parts will be upgraded to meet government mandated guidelines.

EXCLUDED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump-Window units - Water towers - Chillers, chiller components, and water lines - Refrigerant line sets - Portable Units - Fuel Storage Tanks - Chimneys - Pellet stoves, Cable heat, Wood stoves (even if only source of heating) - Insulation - Collapsed Ductwork - Damper Motors - Legally mandated diagnostic testing when replacing heating or cooling equipment. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment including but not limited to the required replacement of Air Handlers when replacing Condensers, and Condensers when replacing Air Handlers

⁸ FPHW Policy Details Brochure, page 4.

⁹ FPHW Home Service Agreement, page 8 and 11.

AFTER PURCHASE:

A. Air Conditioning System

Note: Coverage available on Air Conditioning units up to a 5-ton capacity, and for residential use only.

COVERED: Mechanical parts and components of two (2) ducted electric central air conditioning systems. All components and parts for units below 13 SEER

and/or R-22 equipment, and when we are unable to facilitate repair and/or replacement of failed covered equipment at the current SEER rating or with R-22 equipment, repair and/or replacement will be performed with 13 SEER/R410A equipment and/or 7.7 HSPF or higher compliant, except:

NOT COVERED: Filters; filter driers; condenser casings; registers and grills; water towers; humidifiers; chillers; electronic air cleaners; window units; non- ducted wall units; mini-split wall units; gas air conditioning systems; water evaporative coolers; swamp coolers; condensate pumps; thermal expansion valves; all exterior condensing, cooling and pump pads; disconnect boxes; roof mounts, jacks, stands or supports; cost for crane rentals; electronic, computerized, and manual systems management and zone controllers; commercial grade equipment; refrigerant conversion; leak detections; water leaks; drain line stoppages or drain pans; failures due to open windings, line restrictions, filter driers; maintenance; rusted and/or corroded coils; component short to ground; noise without a related mechanical failure; improperly sized units; air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications; improper use of metering devices (i.e. thermal expansion valves). We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment. We will pay up to \$10 per pound per occurrence for refrigerant. You are responsible for payment of any costs in excess of \$10 per pound.

B. Heating System

Note: Coverage available on units up to a 5-ton capacity, and for residential use only.

COVERED: Mechanical parts and components of two (2) systems, either hot water and steam heating system or centrally ducted forced air gas/electric/oil heating system or electric baseboard units, if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls; fan blades; heat/cool thermostats (programmable and electronic set back units will be replaced only with standard units); heating elements; ignitor and pilot assemblies; internal system controls; wiring; and relays; motors (excludes dampers); and switches. Electric baseboard units are covered if they are the primary source of heating for the property.

NOT COVERED: Chimneys, flues, and liners; cleaning and re-lighting of pilots; concrete encased or inaccessible ductwork; concrete encased or inaccessible steam or radiant heating coils or lines; conditions of water flow restriction due to scale, rust, minerals and other deposits; heat exchangers; cracked heat exchangers;

O. Ductwork

COVERED: Duct from heating and air conditioning unit to point of attachment at registers or grills, except:

NOT COVERED: Registers and grills; insulation; insulated ductwork; asbestos; vents, flues and breaching; ductwork exposed to outside elements; improperly sized ductwork; separation due to settlement and/or lack of support; damper motors; diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, we will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement. Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

63. Many of the more expensive appliances or household components that are covered under an FPHW Plan are subject to a maximum payout per contract term, which is far lower than the typical cost of diagnosis, repair, or replacement.
64. For example, even though the FPHW Plans provide for Water Heater coverage, the Home Service Agreement includes a \$500 limitation¹⁰:

G. Water Heater

COVERED: All components and parts for gas and/or electric hot water heaters, including circulating pumps, except:
NOT COVERED: Auxiliary and secondary holding/storage tanks; main, holding or storage tanks; expansion tanks; base pans; drain pans and drain lines; line restrictions; pressure reducing valve; sediment build-up; mineral and/or calcium build-up; rust and corrosion; combustion shutdown; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; low boy and/or squat water heaters; solar water heaters including all solar components and parts; any noise without a related mechanical failure; racks; straps; timers; energy management systems; commercial grade equipment and units exceeding 75 gallons. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

65. The FPHW Plan Home Service Agreement also states, “We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost, which at times may be less than retail, to repair or replace any covered system, component, or appliance.”¹¹
66. Consumers complain that in many cases when a covered item fails, Defendants refuse to replace the system and/or appliance and instead offer an inadequate cash payment pursuant to the term above.
67. Consumers complain that when Defendants agree to provide a coverage payment or reimbursement, Defendants fail to provide payment in a timely manner.

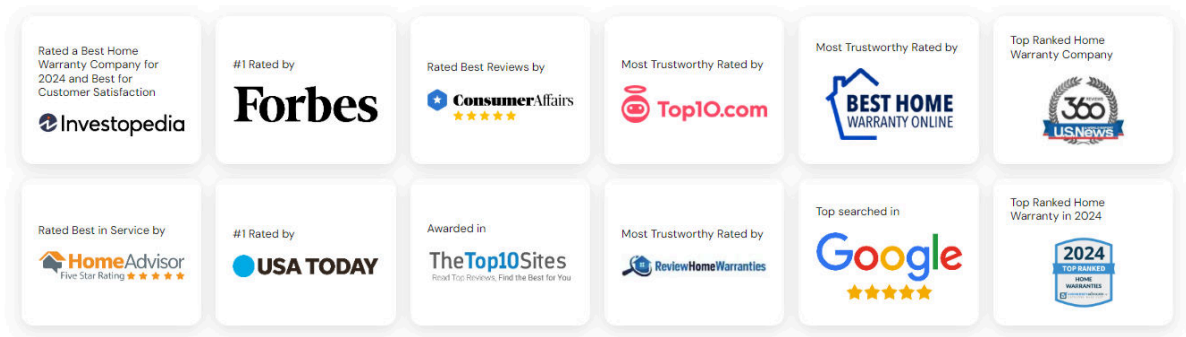
¹⁰ FPHW Home Service Agreement, page 7.
¹¹ FPHW Home Service Agreement, page 15.

68. In some instances, consumers complain that Defendants fail to comply with the cancellation terms in the FPHW Plan and fail to provide refunds when consumers cancel the plan because of dissatisfaction with coverage.

69. In some instances, consumers complain that Defendants charge consumers large cancellation fees that are not included in the contract.

Online Advertising of FPHW Plans

70. Defendants advertise on their website that the FPHW Plan has positive ratings across several platforms, including Google, USA Today, Forbes, and Investopedia¹².



71. Defendants misrepresent what these reliable sources are saying about FPHW Plans. For example,

- a. Defendant FPHW is not a “Best Home Warranty Company for 2024” on Investopedia.¹³ In fact, Defendant FPHW did not appear in Investopedia’s home warranty review at all.

¹² FPHW website, www.firstpremierhomewarranty.com, last accessed on August 21, 2024.

¹³ <https://www.investopedia.com/best-home-warranties-4777763>, last accessed on August 6, 2024.

- b. Defendant FHPW is not “#1 Rated by Forbes.” The company does not appear in the top 10 home warranties on the Forbes website.¹⁴
 - c. Defendant FPHW is not rated “Most Trustworthy” by Top10.com.¹⁵ The company does not appear on the website’s most trustworthy home warranty companies.
 - d. Defendant FPHW is not rated “Best in Service” by HomeAdvisor.¹⁶ In fact, the Defendant FPHW page on HomeAdvisor specifically states that it is a corporate account and not screened by HomeAdvisor.
 - e. Defendant FPHW is not “#1 Rated by USA Today.” The company does not appear in the featured top eight home warranty companies on the USA Today website.¹⁷
72. Internet reviews provide a forum for sharing authentic feedback so consumers can make informed decisions about the products and services they use and fictitious reviews distort the market.
73. In reality, Defendants pose as consumers, fabricate and post fictitious positive reviews about their services and FPHW Plans.
74. Defendant Sayegh, through the Business Account, posed as consumers and attempted to leave fictitious positive reviews for Defendant FPHW on the Better Business Bureau's website and on the Consumer Affairs website.

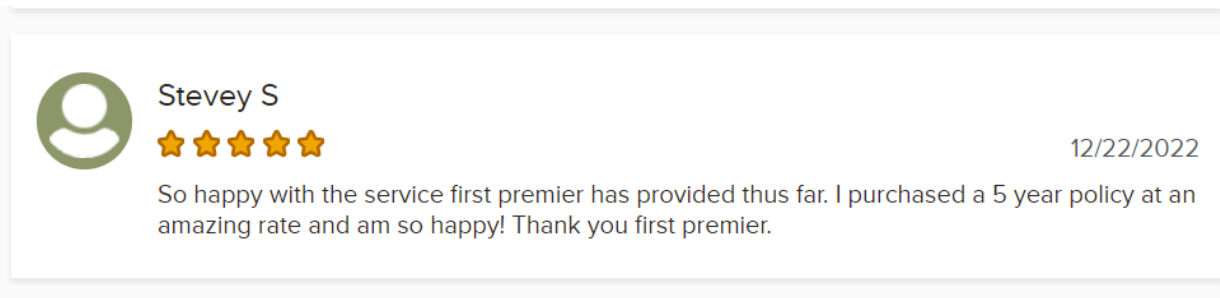
¹⁴ <https://www.forbes.com/home-improvement/home-warranty/best-home-warranty-companies/>, last accessed on August 6, 2024.

¹⁵ <https://www.top10.com/home-warranty>, last accessed on August 6, 2024.

¹⁶ <https://www.homeadvisor.com/rated.FirstPremierHome.108900409.html>, last accessed on August 6, 2024.

¹⁷ <https://www.usatoday.com/money/homefront/home-warranty/best-home-warranty-companies/>, last accessed on August 6, 2024.

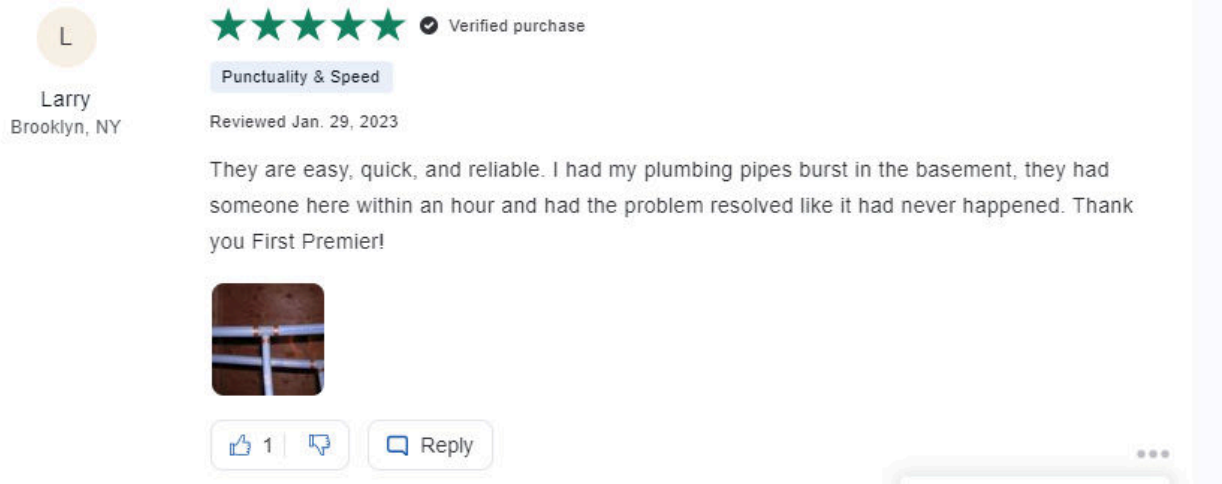
75. In some circumstances, website moderators did not identify these reviews as fictitious or violative of terms and services, and the reviews were posted publicly for consumer consumption.
76. In other circumstances the reviews were identified as fictitious or violative of terms and services and were not posted on the websites.
77. On information and belief, Defendant Sayegh, through the Personal Account, posed as consumers and left fictitious positive reviews for Defendant FPHW on the Better Business Bureau's website and on the Consumer Affairs website.
78. For example, the following review was posted on the Better Business Bureau website by Defendant Sayegh using the Business Account:¹⁸



79. For example, the following review was posted on Consumer Affairs website by Defendant Sayegh using the Business Account:¹⁹

¹⁸ <https://www.bbb.org/us/ny/brooklyn/profile/home-warranty-plans/first-premier-home-warranty-0121-87142320/customer-reviews>

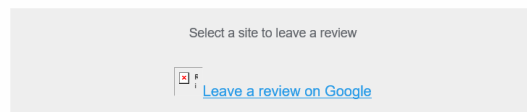
¹⁹ <https://www.consumeraffairs.com/homeowners/first-premier-home-warranty.html>



- 80. On information and belief, at Defendant Sayegh's instruction, his family members posed as consumers and posted fictitious positive reviews about FPHW's services and plans.
- 81. Defendants utilize unfair methods to solicit fictitious positive reviews.
- 82. In some instances, Defendants refuse to process claims until the consumer agrees to remove their negative reviews.
- 83. In some instances, Defendants require prospective subcontractor service technicians to leave 5-star reviews for Defendants' business prior to being hired as a vendor.

Hello there!

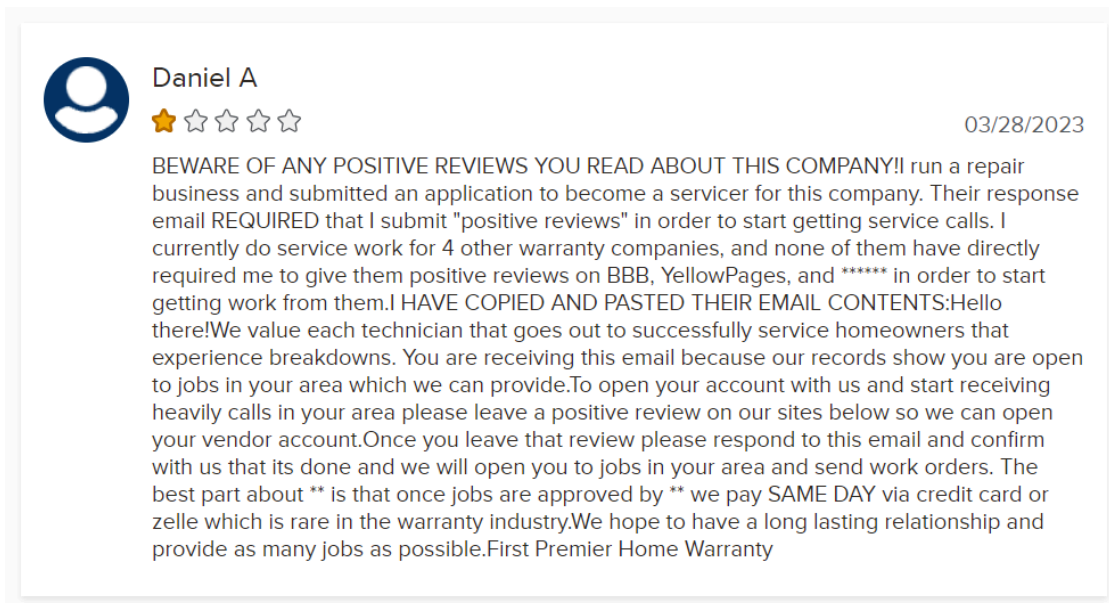
We received your inquiry to be entered into our network of service companies, You are receiving this email because our records show you are open to jobs in your area which we can provide. To open your account and start receiving heavily calls in your area please leave a positive review on the link attached below so we can open your vendors account.



Once you leave that review please respond to this email and confirm with us that it's done and we will start sending your company work orders. The best part about us is that once jobs are approved by us we pay SAME DAY via credit card or ZELLE which is rare in the warranty industry. We hope to have a long lasting relationship and provide as many jobs as possible.

VENDORS RELATIONS
First Premier Home Warranty

84. In some instances, service technicians subcontracted by Defendants have left positive reviews stating in the review that they are trying to become service providers for Defendants.
85. For example, a vendor posted a negative review sharing their experience with Defendant FPHW, and discussed Defendants' requirement that the vendor post a positive review in order to be hired by Defendants.²⁰



86. In some instances, Defendants required consumers to agree to remove negative reviews prior to processing their request to cancel services.
87. For example, when a consumer was in the process of cancelling their account, Defendants provided an agreement to the consumer which stated “I understand that I will have to

²⁰ <https://www.bbb.org/us/ny/brooklyn/profile/home-warranty-plans/first-premier-home-warranty-0121-87142320/customer-reviews>

permanently take down any complaints about this company in order to receive a full credit back to original form of payment once the complaint is down.”



Caption

Cancellation and Closing of Account:

I Fred Wilson authorize for First Premier Home Warranty to Credit my account back for \$423.52 for Policy 44056.

I understand that I will have to permanently take down any complaints about this company in order to receive full credit back to original form of payment once the complaint is down.

Approved & Signed By:

Date:

88. Defendants have posted fake positive reviews about Defendant FPHW to distort the market and provide consumers with false confidence in Defendants’ FPHW Plans.

PLAINTIFF’S FIRST CAUSE OF ACTION:
VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT

COUNT I – UNFAIR AND DECEPTIVE ACTS AND PRACTICES

89. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
90. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in inadequate and unfair customer service practices.
91. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(1), by representing that the subject of a consumer

transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have.

92. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(8), by representing that a specific price advantage exists, if it does not.
93. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(10), by representing that a consumer transaction involves a warranty if the representation is false.
94. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by fabricating false positive reviews or requiring third parties to make fabricated positive reviews regarding their goods and services.
95. The acts or practices described above in Paragraphs 90-93 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 AND PRACTICES

96. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
97. Defendants 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 service contracts when Defendants knew of the inability of the consumer to receive a substantial benefit from the contracts.

98. Defendants committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(5), by entering into service contracts on terms the Defendants knew were substantially one-sided in favor of the Defendants.
99. The acts or practices described above 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 III - EXCLUSIONS AND LIMITATIONS IN ADVERTISEMENTS

100. Plaintiff incorporates, by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
101. Defendants committed unfair or deceptive acts or practices in violation of the Exclusions and Limitations in Advertisements Rule, Ohio Admin. Code 109:4-3-02(A) and the CSPA, R.C. 1345.02(A), by advertising service contracts for sale and failing to clearly and conspicuously disclose, in close proximity to the words stating the offer, all material exclusions, reservations, limitations, modifications, or conditions of such offers.
102. 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 IV – FALSE ENDORSEMENTS

103. Plaintiff incorporates, by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
104. Defendants have committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by representing, directly or indirectly, expressly or by implication, that

certain reviews regarding Defendants' products or services were truthful reviews by actual users of the Defendants' products and services, when such reviews were fake reviews of the Defendants and were not truthful reviews by actual users of the Defendants' products and services, but instead were fabricated by Albert Sayegh, and one or more third parties who were solicited to generate reviews.

PLAINTIFF'S SECOND CAUSE OF ACTION:
VIOLATIONS OF THE TSSA

COUNT V – FAILURE TO REGISTER

105. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
106. Defendants committed unfair or deceptive acts and practices in violation of the TSSA, R.C. 4719.01, by acting as a telephone solicitor without first obtaining a certificate of registration from the Ohio Attorney General. The acts or practices described above have been previously determined by an Ohio court to violate the CSPA, R.C. 1345.01 *et seq.* Defendant FPHW committed said violations after such decision was available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT VI – FAILURE TO PROVIDE CONFIRMATION OF SALE
OR NOTICE OF CANCELLATION

107. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
108. Defendants committed unfair or deceptive acts and practices in violation of the TSSA, R.C. 4719.01, by submitting charges to consumer purchasers' bank or credit card accounts without first either providing a notice of cancellation or obtaining from them original

copies of signed, written confirmations complying with R.C. 4719.07(F) and (G) or meeting the requirements under R.C. 4719.07(H) for being exempt from doing so.

109. The acts or practices described above have been previously determined by an Ohio court to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decision was available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA 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 the Defendants, doing business under their own name or any other names, together with their officers, partners, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with them directly or indirectly through any corporate device, partnership or association, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the TSSA, R.C. 4719.01 *et seq.*
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. ASSESS, FINE, and IMPOSE upon Defendants a civil penalty, pursuant to R.C. 4719.12(B), in an amount not less than \$1,000.00 nor more than \$25,000.00 for each

separate violation of the TSSA described in Count V and VI of Plaintiff's Second Cause of Action.

- E. ASSESS, FINE and IMPOSE upon Defendants a civil penalty, pursuant to R.C. 1345.07(D), in an amount of up to \$25,000.00 for each separate and appropriate violation of the CSPA described in Counts I – IV of Plaintiff's First Cause of Action.
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. ORDER Defendants enjoined from engaging in consumer transactions as a supplier in the State of Ohio until Defendants have satisfied all monetary amounts ordered to be paid in this action.
- I. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
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