

EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

PEOPLE OF THE STATE OF NEW YORK, by
LETITIA JAMES, Attorney General of the
State of New York,

Plaintiff,

-against-

ATTYX, LLC (formerly known as SUNCO
CAPITAL, LLC, and also doing business as
SUNCO SOLAR, SUNCO ROOFING AND
SOLAR, ATTYX SOLAR LLC, ATTYX
ROOFING, NEW YORK ROOFING, AND
LGCY POWER), ATTYX NEW YORK LLC,
GRANT YOUNG, BENSON PAYNE, SOLAR
MOSAIC LLC, and WEBBANK,

Defendants.

COMPLAINT

Index No. _____/2026

IAS Part ____

Assigned to Justice _____

The People of the State of New York (the “People” or “Plaintiff”), by their attorney, Letitia James, Attorney General of the State of New York (“NYAG”), bring this action against Attyx, LLC, formerly known as SUNco Capital, LLC; Attyx New York LLC (collectively with Attyx, LLC, “Attyx”); Grant Young and Benson Payne, individually and as principals of the aforementioned entities; and the entities Solar Mosaic LLC and WebBank, alleging as follows.

PRELIMINARY STATEMENT

1. Defendant Attyx, formerly known as SUNco, is in the business of selling residential solar power systems (“Solar Systems”) and other home improvement services to consumers. Attyx is a New York company with offices in Syosset, New York, and Levi, Utah, and has expanded its business to markets across the United States.

2. Attyx has partnered with numerous lenders, loan servicers, and intermediaries (collectively, “Lending Partners”) that have issued loans to New York consumers to finance their purchases from Attyx of Solar Systems and other home improvement services (“Solar Loans”).

3. Attyx, under the leadership and supervision of Defendants Grant Young and Benson Payne, its co-founders and co-CEOs, has built its business by defrauding consumers. Attyx has lured consumers by falsely promising free roof replacements, among other home improvement services. Attyx has used further misrepresentation and deception to fraudulently induce consumers into executing agreements to purchase such services (“Sale Agreements”) for tens of thousands of dollars, at inflated, exorbitant prices, and agreements with Attyx’s Lending Partners to finance such purchases (“Loan Agreements”) that concealed and misrepresented the loans’ finance charges, amounts financed, and annual percentage rates (“APRs”).

4. Attyx has conducted its scheme as follows.

5. Attyx has repeatedly, falsely advertised on social media that consumers could obtain from it free roof replacements and free heating/ventilation/air conditioning (“HVAC”) systems, with no money out of pocket, due to funding from government incentives, and that by doing so consumers would dramatically reduce their monthly expenses.

6. When consumers expressed interest in Attyx’s services, Attyx’s salespeople went to their homes to deliver in-person sales pitches that continued and expanded upon the misrepresentations Attyx made in its advertising.

7. Attyx has marketed its Solar Systems to consumers of limited means, including elderly customers on fixed incomes, and living in modest homes in neighborhoods where most homeowners were low- to middle-income.

8. Through its advertising and salespeople, Attyx has repeatedly represented that consumers could immediately obtain free roofing, HVAC, or other home improvement work by allowing Attyx to install Solar Systems on their roofs. Attyx represented to consumers that the costs of the Solar Systems would be reduced dramatically through available government incentives, including money paid back to them through tax credits, and that as a result of these incentives, consumers would receive their roofing and/or other home improvement work for free, with no costs out of pocket. Attyx represented that as the result of purchasing Solar Systems from Attyx, consumers would also dramatically lower their monthly expenses, reducing or even eliminating their high monthly electrical bills.

9. Attyx's salespeople caused consumers to electronically sign ("e-sign") agreements by tapping the screens of tablet computers or mobile telephones the salespeople carried with them. Attyx and its Lending Partners repeatedly obtained consumers' electronic signatures ("e-signatures") on Sale Agreements and Loan Agreements without first providing the consumer with copies of the agreements they were signing and opportunities to review their terms, conditions, and truth-in-lending disclosures.

10. Attyx's salespeople did this on false pretenses, such as by telling the consumers that they were merely agreeing to credit checks, then causing consumers to e-sign the agreements without knowingly agreeing to any purchase or loan at all.

11. In some instances, Attyx's salespeople simply forged consumers' e-signatures on the agreements.

12. Even if consumers had the opportunity to review Attyx's Sale Agreements or its Lending Partners' Loan Agreements prior to e-signing them, they still would have been unable to determine the amounts that Attyx and its Lending Partners would charge them due to fraudulent and deceptive misrepresentations in the agreements themselves.

13. In its Sale Agreements, Attyx repeatedly misrepresented the various government incentives it stated were "[a]vailable" to consumers, including federal and state individual income tax credits for home Solar Systems ("Solar Tax Credits"), a New York City property tax abatement for Solar Systems ("Solar Property Tax Abatement"), and a rebate provided by the New York State Energy Research and Development Authority ("NYSERDA"). Attyx created the false impression that these incentives would substantially offset the costs of installing Attyx Solar Systems, resulting in low (or no) net costs to be paid by consumers.

14. But Attyx's representations of free Solar Systems and home improvement work, available government incentives, low net costs, and low monthly payments were a sham. There were no government programs available to provide free Solar Systems, roofs, and HVAC systems to consumers and no Solar Tax Credits that consumers could take advantage of at the outset, without incurring out-of-pocket costs. Moreover, consumers who purchased Solar Systems from Attyx repeatedly did not qualify for the Solar Tax Credits Attyx represented were "available" to them, and even those who did qualify received no tax refunds

through Solar Tax Credits (absent other bases for tax refunds) that they could use to pay down their Solar Loans. Attyx also failed to facilitate property tax abatements in the amounts represented and for over a year was banned from obtaining promised NYSERDA rebates for consumers.

15. As a result, consumers who purchased services from Attyx found that they were not charged the low net costs that Attyx had represented to them but were instead on the hook for the full prices of Attyx's work – including the purchase and installation of Solar Systems and any non-solar home improvement work – which they were obligated to repay to Attyx's Lending Partners.

16. Attyx also repeatedly defrauded consumers by misrepresenting the prices it charged them. Attyx represented that its prices, which it called "System Costs," were its prices for the sale and installation of Solar Systems. In fact, Attyx fraudulently included in its "System Costs" the costs of its roofing and other non-solar home improvement work, which was not paid for by government programs and which was not provided for free, as Attyx had misrepresented.

17. Attyx also fraudulently included in its "System Costs" large surcharges, in the thousands of dollars, that Attyx's Lending Partners charged to consumers ("Loan Surcharges"), and which Defendant Payne described as a "kickback" taken by lenders. The Loan Surcharges were finance charges, and the lenders were required to disclose them to consumers under New York law and the Truth in Lending Act ("TILA"), 15 U.S.C. § 1601.

18. Instead of disclosing the Loan Surcharges as finance charges, Attyx's Lending Partners, including Defendants Solar Mosaic and WebBank, falsely

included these amounts within the “Amount[s] Financed” stated in their Loan Agreements. In doing so, the Lending Partners also overstated the loans’ amounts financed and understated their APRs, all in violation of New York law and TILA.

19. As a result of the fraudulent and illegal practices of Attyx and its Lending Partners, consumers whom Attyx had lured with the promise of a free roof or other free home improvement services were stuck with Sale Agreements and Loan Agreements requiring them to pay exorbitant amounts, including undisclosed charges and fees, in the tens of thousands or even hundreds of thousands of dollars.

20. Consumers who purchased Solar Systems from Attyx repeatedly found that instead of lower monthly expenses, they faced crippling monthly bills to pay off their Solar Loans, whose obligations were offset little or not at all by any reductions in their electric bills as a result of using solar power.

21. Attyx continued to market its Solar System services to consumers in New York even after being barred from doing so by the New York Department of Public Service and Public Service Commission (“PSC”) in 2025.

22. Attyx has fraudulently and illegally done so under the name of LGCY Power, a company that has not registered with the PSC to market home Solar Systems, as required under New York law.

23. Attyx, under the direction of and/or with the knowledge of its co-CEOs, Young and Payne, repeatedly engaged in illegality, fraud, and deceptive conduct in violation of [Executive Law § 63\(12\)](#); [General Business Law § 349](#); [General Business Law § 350](#); [General Business Law § 771-a](#); TILA, 15 U.S.C. § 1601 *et seq.*;

Regulation Z, 12 C.F.R. Part 1026; and Uniform Business Practices for Distributed Energy Resource Suppliers (“UBP-DERS”) as set forth herein.

24. Attyx’s Lending Partners, including Solar Mosaic and WebBank, repeatedly engaged in illegality, fraud, and deceptive conduct in violation of Executive Law § 63(12); General Business Law § 349; TILA, 15 U.S.C. § 1601 *et seq.*; and Regulation Z, 12 C.F.R. Part 1026, as set forth herein. Attyx’s Lending Partners are also liable as necessary parties for relief in the form of rescission and are liable for all claims brought herein against Attyx to the extent they are holders of Solar Loans issued to Attyx’s customers.

25. Attyx and its Lending Partners are liable for restitution and/or damages in an amount as high as \$275 million, reflecting Attyx’s estimated New York revenues to date, not including penalties.

26. The Court should enjoin Defendants from engaging in illegal, fraudulent, and deceptive conduct; order the rescission of all Sale Agreements between Attyx and consumers and all Loan Agreements between Attyx’s Lending Partners and Attyx’s customers; order Defendants to provide full accountings; award restitution and damages; order the free removal of all Solar Systems from the homes of consumers who elect such relief; and award disgorgement, costs, and other relief as appropriate.

**PAST COURT DECISIONS AND LAW
ENFORCEMENT FINDINGS CONCERNING THE
CONDUCT ALLEGED HEREIN**

27. The practices alleged herein have drawn the attention and condemnation of numerous state and federal regulators, including the New York

Public Services Commission and the Consumer Financial Protection Bureau (“CFPB”), and have been the subject of repeated court decisions.

28. The PSC concluded in a decision in October 2024 that Attyx had induced a consumer to enter a Sale Agreement by providing “false and misleading” information and had misrepresented to the consumer the “value of the solar system” sold by Attyx, “the potential tax credits available” to defray the cost of the Solar System, Attyx’s provision of a “no cost’ roof,” Attyx’s participation in a New York State energy program, and the capability of the Solar System Attyx installed.¹

29. In February 2025, the Department of Public Service (“DPS”), a division of the PSC, issued a Notice of Apparent Violation notifying Attyx that DPS was investigating it for “misleading and/or deceptive marketing conduct,” among other unlawful activities (“February 2025 Notice of Apparent Violation”).² Subsequently, in July 2025, the PSC issued an Order to Show Cause commanding Attyx to set forth why the PSC should not revoke Attyx’s eligibility to operate in New York as a solicitor of customers for Solar Systems (“July 2025 Order to Show Cause”).³ Attyx responded in September 2025, acknowledging that certain of the PSC’s allegations were true while failing to address or conclusorily disputing others.

¹ PSC, Commission Determination, *SUNco Solar LLC*, Case No. 24-M-0320, Doc. 6, at 21-29 (Oct. 17, 2024) (affirming informal decision rendered in favor of consumer Brian Williams).

² DPS, Notice of Apparent Violation, *Attyx, LLC*, Case No. 25-E-0341, Doc. 1, at 4 (Feb. 18, 2025) (letter from Richard Berkley, Consumer Advocate and Director, Office of Consumer Services, DPS, to Grant Young, Attyx, LLC).

³ PSC, Order to Show Cause, *Attyx, LLC*, Case No. 25-E-0341, Doc. 6, at 2, 22 (July 25, 2025).

On November 17, 2025 the PSC issued an “Order Revoking Attyx’s Eligibility to Serve Customers in New York” (“November 2025 Final Order”).

30. In its November 2025 Final Order, the PSC found, *inter alia*, that Attyx had engaged in misleading marketing and advertising in violation of General Business Law §§ 349(a) and 350 and appeared to be unlawfully marketing its services through the LGCY Power name. The PSC further ordered that Attyx’s eligibility to market Solar Systems to New York consumers was revoked.⁴

31. Attyx’s fraudulent practices have also drawn judicial notice. In *Simmons v. SUNco Capital, LLC*, 2025 WL 711724 (E.D.N.Y. Mar. 5, 2025), the court denied Attyx’s motion to compel arbitration between it and a consumer because the consumer had provided sufficient evidence that Attyx, through a salesperson, had fraudulently induced her into entering an Attyx Sale Agreement and had failed to provide her with a copy of the agreement when asked. *Id.* at *4-5.

32. The practices of Solar Mosaic were the subject of a pair of lawsuits brought by the Attorneys General (“AGs”) of Minnesota, Tennessee, and Kentucky. In its lawsuit, the Minnesota AG alleged that Solar Mosaic, among other lenders, had violated the law by misrepresenting the amounts that they were financing through their Solar Loans and the financing charges they received in return.⁵ The Tennessee and Kentucky AGs made similar allegations against Solar Mosaic in

⁴ PSC, Order Revoking Attyx, LLC’s Eligibility to Serve Customers In New York, *Attyx, LLC*, Case No. 25-E-0341, Doc. 11, at 2, 18 (Nov. 17, 2025).

⁵ See generally Complaint, *State of Minnesota v. GoodLeap LLC*, No. 27-CV-24-3558, Doc. 6 (Minn. Dist. Ct. Mar. 8, 2024).

their lawsuit, which the two AGs' offices filed jointly.⁶ The lender defendants in both cases moved to dismiss and were denied. The courts held, in decisions issued in 2024, that the AGs had alleged facts sufficient to establish valid claims for violation by Solar Mosaic of the states' consumer protection laws.⁷

PARTIES AND JURISDICTION

I. PLAINTIFF

33. Plaintiff is the People of the State of New York.

34. The NYAG brings this special proceeding on behalf of the People pursuant to Executive Law § 63(12), which authorizes the NYAG to seek injunctive relief, restitution, damages, disgorgement, and costs when any person or entity has engaged in repeated or persistent fraudulent or illegal acts in the conducting of business; General Business Law § 349(a), which prohibits deceptive acts or practices in the conduct of any business, trade, or commerce or in the furnishing of any service in the State of New York; General Business Law § 350, which prohibits false advertising in the conduct of any business, trade, or commerce or in the furnishing of any service in the State of New York; General Business Law § 771-a, which prohibits entities from conducting home improvement work or receiving money in connection with home improvement agreements without fully disclosing

⁶ See generally *Second Amended Complaint, State of Tennessee v. Ideal Horizon Benefits, LLC*, No. 3:23-CV-00046-DCLC-JEM, Doc. 241 (E.D. Tenn. Dec. 14, 2023) (suit brought by AGs of Tennessee and Kentucky).

⁷ *State of Minnesota v. GoodLeap LLC*, No. 27-CV-24-3558, Doc. 132, at 6-8, 14 (Minn. Dist. Ct. July 4, 2025) (denying motion to dismiss); *State of Tennessee v. Ideal Horizon Benefits, LLC*, No. 3:23-CV-00046-DCLC-JEM, 2024 WL 4351650, at 16-18 (E.D. Tenn. Sept. 30, 2024) (same).

such work and all payments therefor in advance and obtaining agreements for same in writing; TILA, 15 U.S.C. § 1601, and Regulation Z, 12 C.F.R. Part 1026, which require that borrowers be provided with disclosures of amounts financed, finance charges, and APRs; and UBP-DERS §§ 2D(A) and 3A(B)(1), which govern Solar System providers' dealings with third-party entities, as set forth below.

II. ATTYX DEFENDANTS

35. Defendant Attyx, LLC is a domestic limited liability company formed on August 1, 2019, with offices at 150 Eileen Way, Suite 5, Syosset, New York. Attyx, LLC also does business from offices in Lehi, Utah.

36. Attyx, LLC was previously registered with the New York Department of State ("DOS") as SUNco Capital, LLC. SUNco Capital filed articles of organization with DOS on or about August 1, 2019, and filed paperwork with DOS to change its name to "Attyx" on or about January 23, 2024.

37. Attyx, LLC has done business under several other names, including "SUNco Solar," "SUNco Roofing and Solar," "Attyx Roofing," "Attyx Solar LLC," "New York Roofing," and "LGCY Power."

38. Attyx New York LLC is a domestic limited liability company formed on December 14, 2023.

39. Attyx New York does business from Attyx, LLC's office at 150 Eileen Way, Suite 5, Syosset, New York.

40. Both Attyx, LLC and Attyx New York did business under the names "Attyx" and "Attyx Solar LLC." In addition to sharing the same bricks-and-mortar address, Attyx, LLC and Attyx New York shared the same phone number (212-390-

0838); used the same email addresses and email domain name (attyx.com) in their communications; used the same license number 2108844-DCA, which was issued to Attyx, LLC by the New York City Department of Consumer and Worker Protection; and commingled their assets, both in their receipt of revenues and in their payment of expenses. On information and belief, Attyx, LLC and Attyx New York promoted their services to potential customers using the same advertising and used the alias “New York Roofing” when communicating with consumers, including in the companies’ advertising. Both Attyx, LLC and Attyx New York were supervised by Young and Payne as the companies’ officers and were operated by the same employees.

41. Attyx, LLC and Attyx New York are referred to herein as “Attyx.”

42. Grant Young is a co-founder, co-owner, and co-Chief Executive Officer (“co-CEO”) of Attyx, along with Defendant Payne, is Attyx’s President and Chief Financial Officer, and participated in and had knowledge of the practices of Attyx as set forth herein. Young is on information and belief a resident of Utah.

43. Benson Payne is a co-founder, co-owner, and co-CEO of Attyx, along with Young, and participated in and had knowledge of the practices of Attyx as set forth herein. Payne is on information and belief a resident of Utah.

III. LENDING PARTNER DEFENDANTS

44. Most of Attyx’s Sale Agreements were financed by its Lending Partners. Its Lending Partners included Primary Lending Partners, which either directly financed consumers’ purchases or acted as intermediaries in designing,

brokering and/or servicing Solar Loans that were funded by Attyx's Secondary Lending Partners, as set forth below.

45. Solar Mosaic was among Attyx's Primary Lending Partners. Solar Mosaic acted as a direct lender in issuing certain Solar Loans to Attyx's customers and as an intermediary in designing, brokering, and/or servicing other Solar Loans for Attyx's customers, including loans issued by Defendant WebBank.

46. Solar Mosaic LLC is a foreign limited liability company operated from offices in Oakland, California.

47. Solar Mosaic filed for bankruptcy pursuant to Chapter 11 of the U.S. Bankruptcy Code on or about June 6, 2025, and confirmed a plan of bankruptcy reorganization on or about September 5, 2025. Despite the confirmation of a plan of reorganization, Solar Mosaic has continued existence as a separate legal entity, and its reorganization plan expressly preserves Plaintiff's claims against Solar Mosaic.

48. Attyx's Secondary Lending Partners included WebBank.

49. WebBank was the lender for certain Solar Loans designed, brokered, and/or serviced by Solar Mosaic.

50. WebBank is a foreign business corporation operated from offices in Salt Lake City, Utah.

THE ATTORNEY GENERAL'S INVESTIGATION

51. The New York Attorney General's Office began an investigation of Attyx in 2024 after receiving numerous complaints from consumers alleging that they had been defrauded by Attyx in connection with its sale of Solar Systems and other home improvement services.

52. The NYAG has to date received more than 200 complaints from consumers concerning Attyx.

53. The NYAG served Attyx with an initial subpoena for documents on or about October 30, 2024 and subsequent subpoenas for additional documents on or about March 28, 2025 and September 17, 2025.

54. Attyx produced a few thousand documents to the NYAG in response to its subpoenas but ceased cooperating with the investigation by Fall 2025. Attyx failed to produce certain documents responsive to the NYAG's October 2024 subpoena and produced no materials in response to its September 2025 subpoena, despite repeated written demands from the NYAG to Attyx's attorneys that it do so.

55. The NYAG also subpoenaed certain of Attyx's Primary Lending Partners, including Solar Mosaic.

56. As part of its investigation, the NYAG also obtained documents and information concerning Attyx from other government agencies, including the DPS, which is responsible for investigating unlawful conduct by solar energy providers operating in New York, and the New York City Department of Finance, which administers property tax abatements in New York City. The NYAG also reviewed documents concerning Attyx and its Lending Partners provided by consumers in connection with complaints filed with the NYAG and in judicial proceedings.

57. The NYAG discovered during its investigation that Attyx and its Lending Partners have repeatedly engaged in fraudulent and illegal conduct in the sale and financing of Solar Systems and other services, as alleged herein.

58. The NYAG has provided Defendants with prior written notice of this action pursuant to General Business Law §§ 349 and 350.

FACTUAL ALLEGATIONS

I. THE ATTYX BUSINESS

59. Defendants Young and Payne, Attyx's co-CEOs, launched Attyx in New York in or around 2019. The company first operated under the name SUNco Capital and then changed its name to Attyx in 2024.

60. Since its inception, Attyx has grown into a large, lucrative business with operations in numerous states throughout the country.

61. Attyx co-CEO Young has described Attyx as a "world-class provider of home services." Attyx has advertised itself as "leaders in home improvement" and "your one stop shop for home efficiency upgrades." Attyx has advertised, "We are revolutionizing the home services space and providing accessible and affordable full-service solutions, including roofing, HVAC, solar, and more." Attyx has advertised that it is the largest roofing company in New York City.

62. Attyx typically does not perform S home improvement work itself but instead outsources the work to subcontractors.

63. Attyx has represented that it has installed in New York at least 4,583 Solar Systems, including other home improvement work, at a "typical" price of roughly \$60,000 per house.

64. These numbers indicate that Attyx has, through the practices alleged herein, fraudulently and illegally generated revenues from its New York-based operations of around \$275 million (4,583 x \$60,000 = \$274,980,000).

65. Attyx, through Young and Payne, has actively invested portions of its revenues in other ventures, including with a Utah-based venture capital firm. In a video interview published by the venture capital firm in or around May 2025, one of the firm's principals marveled to Young at Attyx's financial success, stating,

Benson [Payne] and Grant [Young] start[ed] investing in deals. And this is just like the funniest experience. And like, your check size was like, it was like, a half a million, a half a million. And I'm like, are these guys robbing a bank? Like, what are these guys doing with their business? And that was ultimately like how we got involved with Attyx. . . . You guys had built, like, this sweet business

66. Attyx has dramatically expanded its business in recent years and now operates in numerous markets throughout the United States. Attyx has announced that it operates in or is in the process of launching operations in California, Texas, New Jersey, Virginia, North Carolina, South Carolina, and Hawaii.

II. ATTYX DEFRAUDED CONSUMERS IN ITS SALE OF SOLAR SYSTEMS AND IN CAUSING CONSUMERS TO FINANCE THEM THROUGH DECEPTIVE SOLAR LOANS

A. Attyx Misrepresented to Consumers in Its Advertising that They Would Receive Free Solar Systems and Home Improvements Due to Government Incentives

67. Attyx repeatedly marketed its services to New York consumers by promising them free Solar Systems and free home improvements, including free roofs and HVAC systems. Attyx advertised that such services were provided for free as the result of government incentives.

68. Attyx advertised that consumers could obtain its services for “free,” at “no cost,” for “no money out of pocket,” or similar language.

69. Attyx advertised that such programs had limited space available and that consumers needed to respond quickly in order to obtain such free services.

70. Attyx advertised that as the result of purchasing Solar Systems from Attyx, consumers would enjoy greatly reduced monthly expenses compared to their pre-installation electrical bills.

71. Attyx repeatedly advertised its products and services under the name “New York Roofing” through social media, including Facebook.

72. One of Attyx’s ads showed a man wearing a shirt with a logo stating, “NYRoofing” and standing in front of a row of houses, as shown in the image below, and stating as follows:

Does your roof need to be replaced? New York programs will pay for your roof completely. Yes, this is real. . . . For years, over 500,000 homeowners have been getting energy-efficient tax breaks and even cash payouts. This is no different. New York homeowners are able to get a brand-new solar system and complete re-roof at no cost through these programs. This is done by cashing in on subsidies and credits up-front. . . . New roof, new solar, replacing your current electric bill with a payment that is cheaper Space in this program is extremely limited; before filming this video we had around 30 slots left.



73. By advertising that consumers could “cash[] in on subsidies and credits up-front,” Attyx represented that it enabled consumers to take advantage of government programs that would immediately cover their roof replacement costs.

74. By advertising that “[s]pace in this program is extremely limited” and that there were “only 30 slots left,” Attyx represented that it could provide consumers with valuable slots in government programs that were.

75. Another Attyx ad showed a man standing in front of a house with a ladder leading to its roof, as shown below, and stating as follows:

Hey New York: If you have a broken HVAC system or no HVAC system at all, there’s new funding available to completely replace your HVAC at no cost to you. How so? It’s because New York has unlocked millions of dollars of funding for programs like this to upgrade your home. This funding is limited, and it’s going fast, but here at Attyx, we can help you navigate these programs, no problem at all.



76. By stating that it could help consumers “navigate these programs,” Attyx represented to consumers that it would advise them on how to obtain valuable and scarce benefits from the government.

77. Attyx repeatedly advertised its purportedly free services as being part of special programs, such as the so-called “Roof Rescue Program,” which it represented were exclusively available for New York homeowners.

78. In one Attyx ad promoting the Roof Rescue Program, a man standing on a sidewalk, as shown below, stated as follows:

New York homeowners: If your roof is leaking, damaged, or even if it’s just old, you can save anywhere from \$5,000 to \$15,000 with a free roof replacement covered entirely by the Roof Rescue Program. . . . I’m talking about an entire roof replacement for free. . . . [W]ith the Roof Rescue Program for New York homeowners only, you can get one for free.



79. Another Attyx ad, presented as an exchange of text messages, as shown below, showed the New York Roofing name and logo and stated, “With latest government incentives, [Attyx’s] team can help you get a new roof at no cost!”



80. In another Attyx ad, an image from which is shown below, the speaker said, “Get a roof at no cost. The brand-new Inflation Reduction Act is covering the costs of new roofs for homeowners in New York City. If you need a new roof and don't want to pay for it, apply now.”



81. Another ad featured Alex Martinsen, a senior vice president for Attyx, wearing a shirt with an Attyx logo and standing in front of a van and a stack of air conditioners, as shown in the image below. Martinsen stated:

[M]any of our customers choose to bundle the replacement of their HVAC system with rooftop solar. By doing this, we can replace and virtually eliminate your utility bill and put everything into one low, fixed monthly price that's easy to afford.



82. Attyx stated in another ad, “Did you know there are currently 67 new programs that are going to pay for your new roof here in New York City? Some will cover the entire project at no cost to you.”

83. And yet another Attyx ad stated, “Hey, New York City homeowners. Is your roof over 10 years old? Right now, there is new funding available through the Inflation Reduction Act to completely cover the cost of a brand-new roof. This funding is extremely limited, so find out if your home is eligible.”

84. The representations in Attyx’s ads were false, as set forth below.

B. Attyx Misrepresented Its Services and Prices to Consumers Through Its Salespeople

85. In addition to its advertising, Attyx also misrepresented its services and the financial burden that consumers would bear through its salespeople, who made pitches to consumers in their homes.

86. Attyx's salespeople introduced themselves to prospective customers through any of three means: (1) contacting consumers who responded to Attyx's advertising, (2) contacting consumers who had been referred to Attyx by other consumers, or (3) making unsolicited "cold calls" to consumers, either by telephone, email, or door-to-door solicitation.

87. Attyx's salespeople repeatedly targeted elderly, low-income consumers for their selling efforts. They promoted Attyx's Solar Systems to elderly consumers despite knowing that the consumers were retired and on fixed incomes and likely unable to afford the Solar Systems and the high monthly payments charged by Attyx's Lending Partners.

88. Consumers frequently responded to Attyx's promotional efforts because of their interest in obtaining free roofing and other home improvement work, not due to any desire to install Solar Systems at their homes.

89. As in Attyx's advertising, Attyx's salespeople repeatedly represented to consumers that Attyx would provide them with Solar Systems and other home improvement work for free, at no cost, for no money out of pocket, or similar language, due to money and savings that the consumers would receive from Solar Tax Credits and/or other government incentives that were available to them.

90. Attyx represented to consumers through its representatives that Solar Tax Credits would provide them “money back” from the government (or similar language) that would help them pay for the Solar Systems.

91. Attyx’s salespeople repeatedly represented to consumers that their monthly electrical expenses would be significantly reduced or even eliminated as the result of purchasing Attyx’s Solar Systems and that their monthly expenses would not exceed certain amounts.

92. Attyx’s salespeople repeatedly represented to consumers that as the result of installing Solar Systems from Attyx, consumers would greatly reduce or eliminate their monthly electrical expenses or even replace their monthly electrical bills with positive credits from the electrical utility company.

93. These representations were false, as set forth herein.

94. During their in-person sales pitches in consumers’ homes, Attyx’s salespeople repeatedly used high-pressure tactics to push consumers to e-sign Attyx’s Sale Agreements and its Lending Partners’ Loan Agreements. Such tactics included, on information and belief, creating a false sense of urgency and pushing consumers to respond quickly to Attyx’s sales pitches, criticizing the choices of consumers who were reluctant to do business with Attyx, and further misrepresenting Attyx’s services and the prices consumers would pay for them.

95. Attyx’s salespeople pitched Attyx’s Solar Systems even to consumers who already had Solar Systems from other companies installed at their homes. Attyx’s salespeople told such consumers that Attyx would arrange with the other

solar companies to buy out the consumers' existing contracts so that they would have agreements only with Attyx, but Attyx repeatedly did not do so.

96. Attyx's salespeople repeatedly represented to consumers that Attyx would pay them significant sums, such as \$5,000, for referring prospective customers to Attyx who then purchased Solar Systems from Attyx. Attyx then failed to provide the payments it had promised.

97. Through its representatives, Attyx repeatedly caused consumers to post on the Internet false and misleading positive reviews of Attyx's services, including "five star" reviews, despite the consumers' often negative experiences with the company. Attyx did this by promising the consumers cash or free services, including services that had no value, were already included within the scope of Attyx's Sale Agreements, or were necessary to correct damage done to consumers' homes by its personnel. On information and belief, Attyx through its promises caused consumers to post false, favorable reviews of Attyx that did not reflect the consumers' actual experiences or views.

C. Attyx Caused Consumers to "E-Sign" Sale Agreements and Loan Agreements Without the Consumers Knowingly Agreeing to Do So

98. Once consumers expressed interest in obtaining solar and/or home improvement work from Attyx, its salespeople sought to obtain their electronic signatures on Attyx's Sale Agreements and its Lending Partners' Loan Agreements.

99. Attyx generated its Sale Agreements through computer software and caused consumers to e-sign the agreements by tapping the screens of tablet

computers or mobile phones carried by Attyx's salespeople instead of having consumers sign paper copies of the agreements in ink.

100. Attyx's salespeople caused consumers to e-sign Attyx's Lending Partners' Loan Agreements contemporaneously with the Sale Agreements.

101. Attyx's and its Lending Partners' use of e-signatures created a high risk of fraud, as it enabled Attyx's salespeople to easily generate purported Sale Agreements and Loan Agreements in the names of consumers who had not reviewed and had not knowingly agreed to them.

102. Attyx's salespeople controlled the use of their tablet computers and mobile phones while obtaining consumers' e-signatures. The salespeople repeatedly showed consumers only portions of agreements, at most, and did not enable them to review their terms, conditions, amounts, and disclosures prior to e-signing them.

103. The elderly consumers who constituted much of Attyx's customer base were frequently unfamiliar and uncomfortable with the use of tablet computers and mobile phones for reviewing and/or e-signing documents.

104. Because Attyx did not provide consumers with copies of agreements and instead used tablet computers and mobile phones to obtain their e-signatures, consumers relied on Attyx's salespeople's oral representations to form their understandings of what they were agreeing to by e-signing its Sale Agreements.

105. Through its salespeople, Attyx repeatedly obtained consumers' e-signatures on agreements without even informing the consumers what they were signing. They did so by causing consumers to e-sign agreements under false pretenses, such as by misrepresenting that they were merely authorizing credit

checks or completing initial, pre-contract applications. On occasion, on information and belief, Attyx's salespeople simply forged consumers' e-signatures on agreements by tapping the screens of their computers or mobile phones themselves.

106. Attyx and its Lending Partners repeatedly failed to provide consumers with copies of draft Sale Agreements or Loan Agreements prior to obtaining their e-signatures on them.

107. Attyx also repeatedly failed to provide consumers with copies of their executed Sale Agreements prior to the lapse of cancellation periods provided for in the agreements or prior to commencing home improvement work on the consumers' homes, even when consumers demanded copies for their review.

108. As a result, consumers often had no meaningful opportunity to review the Sale Agreements and Loan Agreements before e-signing them or before it was too late to cancel them pursuant to their cancellation clauses.

109. Even when consumers provided Attyx with timely notice of cancellation within the cancellation periods provided in the Sale Agreements, Attyx repeatedly failed to cancel its agreements with the consumers.

110. When consumers learned of Sale Agreements and Loan agreements they had purportedly executed, they often complained that they had not knowingly executed the agreements or had not executed them at all.

111. When consumers contacted Attyx to ask about the salespeople's representations or about the unexpected financial obligations the consumers were saddled with by Attyx and its Lending Partners, Attyx repeatedly stopped taking the consumers calls.

112. Consumers also complained to Attyx – and to government agencies, with Attyx’s knowledge – that Attyx’s salespeople had misrepresented to them the costs of the Solar Systems they were purchasing from Attyx, that they would enjoy lower costs as the result of government incentives, and that they would be able to decrease their monthly expenses by purchasing Solar Systems from Attyx.

113. Attyx failed to heed such complaints and instead insisted that the consumers had agreed to the terms and conditions printed in its agreements.

114. Attyx continued to work with salespeople who were the subject of such complaints even after learning of their practices through consumers’ complaints.

115. The Public Service Commission observed in its November 2025 Final Order revoking Attyx’s license to operate as a solar energy distributor that Attyx did not “engage with allegations that its sale representatives used aggressive, high-pressure tactics or misrepresented savings to convince prospective customers to enroll”; did not “indicate that it identified, disciplined, or terminated any problematic sales representatives”; and offered no “solution to ensure that its concerning marketing tactics no longer continue.”⁸

D. Attyx Misrepresented in Its Agreements that Consumers Would Pay Low Net Prices Due to Government Incentives

116. Attyx included in its Sale Agreements fraudulent and deceptive representations similar to those it made in its advertising and through salespeople.

⁸ PSC, Nov. 2025 Final Order, at 10.

117. In a section of its Sale Agreements titled “System Cost Overview,” Attyx misrepresented the prices of its Solar Systems and the government incentives available to consumers to offset those costs.

118. Attyx listed in its System Cost Overview a “System Cost,” or “total cost,” that purportedly represented the price of a Solar System installed by Attyx.

119. Attyx then quantified significant savings from federal, state, and local government incentives that it represented were “[a]vailable” to consumers and that would greatly offset Attyx’s stated System Costs. Attyx represented that consumers would save large sums from programs including: (a) an “Available Solar Electric Generating Equipment Federal Tax Credit”; (b) an “Available Solar Electric Generating Equipment State Tax Credit”; (c) an “Available New York City Property Tax Abatement” (“Solar Property Tax Abatement”); and (d) a “NYSERDA Rebate,” indicating a rebate from the New York State Energy Research and Development Authority (or similar phrasing).

120. Attyx provided a precise dollar figure for each stated government incentive. Added together, such figures repeatedly amounted to total savings in the tens of thousands of dollars per consumer.

121. After itemizing the incentives that it claimed were available to its customers, Attyx included a line stating, “NET SYSTEM COST TO OWNER,” followed by a precise dollar figure that purportedly represented the total System Cost, minus the government incentives consumers would purportedly receive.

122. The net costs stated by Attyx were repeatedly tens of thousands of dollars less than Attyx’s total “System Costs.”

123. Attyx also included in its Sale Agreements, at least until November 2022, a copy of an addendum provided by NYSERDA for its “NY-Sun Incentive Program” (“NY-Sun Addendum”), an image of which is shown below.

ADDENDUM TO CUSTOMER AGREEMENT
NY-Sun Incentive Program



Please check appropriate box below.

This Agreement is related to a PV project receiving incentive funding under the NY-Sun Residential & Nonresidential Incentive Program

This Agreement is related to a PV project receiving incentive funding under the NY-Sun Commercial & Industrial Incentive Program

All Participating Contractors must incorporate this Addendum into the agreement between the Contractor and Customer (Agreement) for each PV project receiving incentives.

The following terms will apply to all NY-Sun supported PV projects under the Residential & Nonresidential Program or Commercial & Industrial Program:

124. The NY-Sun Addendum stated, “This Agreement is related to a PV [photovoltaic] project receiving incentive funding under the NY-Sun Residential and Nonresidential Incentive Program,” as shown in the image above.

125. The NY-Sun Addendum set forth terms and conditions of Solar Project transactions for which funding was provided by NYSERDA.

126. The NY-Sun Addendum lent an air of legitimacy to Attyx’s Sale Agreements and created the false impression that Attyx’s sale and installation of Solar Systems had been approved by the New York State Government.

127. In addition, Attyx’s Sale Agreements repeatedly failed to include in “clear and conspicuous bold face type” the following notice, as required pursuant to General Business Law § 771(1)(d):

Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement

contract and who is not paid may have a valid legal claim against your property known as a mechanic's lien. Any mechanic's lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic's lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic's lien.

E. Attyx's Promises of Free Services, Reduced Monthly Bills, and Low Net Costs Were False and Misleading

128. Attyx's representations to consumers concerning free Solar Systems and home improvements, reduced monthly expenses, and low "Net System Costs" due to government incentives were false and misleading.

129. By luring consumers with such false promises, Attyx saddled them with obligations to repay tens or hundreds of thousands of dollars per consumer, far beyond Attyx's representations and far beyond any amounts the consumers would have knowingly agreed to.

130. None of Attyx's products and services was available to consumers for free or for no "out of pocket" costs, as Attyx represented. Attyx did not connect consumers with government programs that provided them with free Solar Systems or other free home improvement work. There was no government program called the "Roof Rescue Program" that provided consumers with free roofs, as represented.

131. Instead of enabling consumers to receive free home improvement work, Attyx charged them for such work, including undisclosed charges for it as part of the "System Costs" it stated in its Sale Agreements.

132. The government programs Attyx promoted were not time-limited, limited by numbers of consumers, and/or provided on a first-come, first-serve basis, as Attyx represented, but were instead available to any consumers meeting the requirements of each program.

133. Consumers were repeatedly unable to take advantage of the tax credits and incentives Attyx represented were available to them, as set forth below.

134. Attyx repeatedly failed to perform any financial analysis of whether consumers would qualify for the Solar Tax Credits Attyx promoted to them.

135. The Public Service Commission found in its November 2025 Final Order that Attyx’s practice of “advertising products and services as ‘no cost’ that have associated costs is inherently problematic and misleading,” and that Attyx had violated New York State law, including General Business Law §§ 349(a) and 350, by “engag[ing] in misleading or deceptive conduct” and by “mak[ing] false or misleading representations including misrepresenting rates or savings offered.”⁹

1. Attyx Misrepresented that Solar Tax Credits Would Largely Cover the Costs to Consumers of Its Solar Systems

136. Attyx’ representations concerning consumers’ ability to pay for their Solar Systems and other work using tax credits were false and misleading.

137. Attyx’s representations that consumers could reap immediate financial benefits from Solar Tax Credits – *e.g.*, that they could “cash[] in on subsidies and credits up-front,” *supra* ¶ 136 – were plainly false, as taxpayers could take advantage of individual income tax credits only by filing tax returns *after* a given tax year.

⁹ *Id.* at 9, 11, 18.

138. Also false and misleading were Attyx's representations that Solar Tax Credits would provide consumers with money – e.g., “money back” from the government – that they could use to pay for Solar Systems.

139. The Solar Tax Credits Attyx promoted were provided by the United States and New York governments through the federal Residential Clean Energy Credit and the New York Solar Energy System Equipment Credit, respectively. These were nonrefundable tax credits and did not provide taxpayers with “money back,” as Attyx represented, absent other bases for a tax refund.

140. A nonrefundable tax credit is one that can decrease a taxpayer's tax liability but cannot decrease the tax liability below zero – as opposed to refundable tax credits that can be paid back as a refund in the amount they exceed liability.

141. Taxpayers who have no tax liability cannot take advantage of nonrefundable tax credits.

142. As a result, even if certain consumers qualified for the nonrefundable Solar Tax Credits in the amounts promoted to them by Attyx, the consumers would not have received money back from the government that they could apply to their Solar Loan balances, absent other reasons for tax refunds, such as overpayments, withholding, or *refundable* credits based on other provisions of the tax code.

143. Absent such reasons for tax refunds, consumers had to pay the full prices of the Solar Systems from their personal savings or other resources.

144. Furthermore, the Solar Tax Credits that Attyx represented in its Sale Agreements were “[a]vailable” were in practice repeatedly *unavailable* to Attyx's customers.

145. Taxpayers who are able to take advantage of nonrefundable tax credits are likely to be higher-income taxpayers, as higher-income taxpayers are more likely than lower-income taxpayers to face tax liability when filing for taxes. Lower-income taxpayers, by contrast, are more likely to receive little or no benefit from nonrefundable tax credits because they owe less in federal income taxes – and often owe nothing at all after applying tax deductions.

146. Attyx’s customers were repeatedly lower-income taxpayers, including elderly consumers on fixed incomes. Such consumers were on information and belief rarely, if ever, able to take full advantage of the nonrefundable Solar Tax Credits promoted by Attyx.

147. Attyx’s salespeople repeatedly sold Solar Systems to lower-income consumers and locked them into Solar Loans with exorbitant monthly payment amounts even after the consumers informed the salespeople that they had low incomes, were retired and on fixed incomes, and/or did not file tax returns.

148. Consumers often did not learn that they were unable to take advantage of the Solar Tax Credits promoted by Attyx until they filed their annual tax returns (if they filed taxes at all) – long after Defendants had obtained their e-signatures on its Sale Agreements and Lending Partners’ Loan Agreements and Attyx had installed Solar Systems at their homes, and long after any deadlines to cancel the agreements had passed.

149. When consumers were unable to prepay their Solar Loans due to their non-receipt of refund checks from the government for their Solar Tax Credits, the lenders repeatedly “re-amortized” the loans to provide for monthly payments higher

than the consumers had been paying previously, including payments ranging from \$600 to \$700 per month.

2. Attyx Failed to Obtain NYSERDA Rebates for Consumers Because It Was Suspended and then Terminated from NYSERDA's NY-Sun Program

150. Attyx falsely represented that its customers could obtain “NYSERDA rebates” pursuant to the NY-Sun program during the period from October 2021 until around November 2022.

151. During this period, Attyx was prohibited from obtaining NY-Sun rebates for consumers because it was not a member in good standing of the NY-Sun Program. NYSERDA suspended Attyx from NY-Sun on or about October 12, 2021 and permanently terminated it from the program on or about November 12, 2021.

152. Despite being suspended and then terminated from the NY-Sun program, Attyx continued to represent to consumers that it was an NY-Sun participant and that consumers could obtain NY-Sun rebates by buying Solar Systems from Attyx. Attyx did not cease misrepresenting itself as an NY-Sun participant until after it received a letter from NYSERDA ordering it to “Cease and Desist” in its “Unauthorized Claim of NYSERDA NY-Sun Program Participation” in or around November 2022.

153. Attyx’s misrepresentation of itself as an NY-Sun participant harmed consumers by promising them rebates that Attyx could not provide.

154. Attyx’s misrepresentation of itself as an NY-Sun participant also harmed consumers by lending its business a false veneer of legitimacy and making its services appear more attractive than they would have appeared otherwise.

3. Attyx Misrepresented to Consumers the Amounts of the Property Tax Abatements They Would Receive

155. Attyx repeatedly misrepresented in its Sale Agreements the amounts of the Solar Property Tax Abatements consumers would receive as the result of purchasing Solar Systems from Attyx.¹⁰

156. In its Sale Agreements, Attyx included a line for “Calculation of Available New York City Property Tax Abatement,” along with precise dollar figures, repeatedly ranging between \$10,000 and \$30,000.

157. However, Attyx repeatedly caused consumers to receive such abatements in amounts thousands of dollars less than it had represented. Attyx did this by filing paperwork with the New York City Department of Finance (“DOF”) in which it reported Solar System prices tens of thousands of dollars less than the System Costs it stated in its Sale Agreements.

158. Attyx reported these lower figures to DOF because, on information and belief, it included only consumers’ actual costs for purchasing and installing Solar Systems (or amounts much closer to the actual costs than Attyx’s stated “System Costs”). On information and belief, Attyx excluded from these reported amounts (a) the costs of its roofing, HVAC, and other non-solar home improvement work, which

¹⁰ Solar Property Tax Abatements in New York City are calculated at a percentage of the installation costs of Solar Systems and are available for a period of four years. From 2014 through 2023, Solar Property Tax Abatements were calculated at 5% of the cost of an applicable Solar System. From 2024 through the present, Solar Property Tax Abatements have been calculated at 7.5% of the cost of an applicable Solar System. *Solar Electric Generating System (SEGS) Tax Abatement*, N.Y.C. Dep’t of Fin., <http://www.nyc.gov/site/finance/property/landlords-solar-roof.page>. (last visited Jan. 28, 2026).

was not free, as Attyx advertised, and (b) the costs of Loan Surcharges charged by Attyx's Lending Partners, which neither Attyx nor its Lending Partners disclosed to consumers, as set forth herein.

159. Because Attyx reported costs to DOF in amounts lower than it represented to consumers, DOF calculated the consumers' Solar Property Tax Abatements in amounts lower than Attyx had represented.

160. Consumers repeatedly discovered Attyx's misrepresentation of the prices of its Solar Systems only if they had occasion to review their property tax records, which showed that Attyx had reported lower prices to DOF than it had represented to consumers. Even then, on information and belief, consumers were unable to learn why Attyx had misrepresented its prices, much less how much of the price difference was used by Attyx to pay for its purportedly "free" non-solar services and how much was used to pay for its Lending Partners' Loan Surcharges.

161. In addition, certain consumers received no Solar Property Tax Abatements at all, despite Attyx's representations to the contrary. On information and belief, this occurred because Attyx failed to file the requisite paperwork with DOF despite its representations to consumers that it would do so.

F. Attyx Inflated its "System Costs" to Include Expenses for Home Improvement Work that it Claimed Was Free and for Loan Surcharges Levied by its Lending Partners

162. Attyx misrepresented to consumers in its Sale Agreements the prices of the Solar Systems it sold them.

163. Attyx stated on the first page of each Sale Agreement a non-itemized, lump-sum “System Cost,” “total price,” or “Contract price,” or similar language, that it charged each consumer.

164. Attyx represented to consumers that its System Costs were its prices for the sale and installation of Solar Systems. It did this by, *inter alia*, describing the prices in its Sale Agreements as “System Cost[s],” describing the amounts as “[t]he Price of your solar generation system,” and stating, “The Contract price, system cost, [sic] includes solar PV modules and inverter(s) plus all related hardware, disconnect switches, wiring, and all labor charges for a complete installation,” or similar language.

165. These representations by Attyx were false.

166. In fact, Attyx repeatedly inflated its stated System Costs by including in them at least two additional costs it concealed from consumers.

167. First, Attyx included in its System Costs the prices it charged consumers for non-solar work, including roofing and HVAC services, which repeatedly amounted to undisclosed costs in excess of \$10,000 per consumer.

168. Attyx’s non-solar home improvement work was not free, despite Attyx’s representations to the contrary. Attyx did not connect consumers with government programs that provided them with free roofs, HVAC systems, or other home improvement work, and Attyx, as a profit-motivated business, did not perform such work out of charity.

169. Second, Attyx included in its stated System Costs the amounts of undisclosed Loan Surcharges charged by its Lending Partners, which were finance

charges required to be disclosed to consumers under New York law and the Truth in Lending Act, as set forth herein. By misrepresenting the Loan Surcharges as portions of its System Costs, which were purportedly its prices for the purchase and installation of its Solar Systems, Attyx enabled its Lending Partners to charge the Loan Surcharges to consumers without the consumers learning they were doing so.

170. In its November 2025 Final Order revoking Attyx’s license to engage in the solar business, the Public Service Commission concluded that Attyx had repeatedly violated New York law “by failing to include” in its Sale Agreements “the total system purchase price, itemized costs of system components, and any other taxes, fees or overheads that are the responsibility of the customer.”¹¹

171. By concealing from consumers the prices for its non-solar home improvement work and the existence and amounts of its Lending Partners’ Loan Surcharges, Attyx caused consumers to pay prices tens of thousands of dollars higher than they would have paid absent such undisclosed charges.

172. By concealing these amounts from consumers, Attyx also made it difficult, if not impossible, for consumers to properly apply for Solar Tax Credits, since such credits may be granted only for the costs of Solar Systems, not for Loan Surcharges or non-solar home improvement work.

¹¹ PSC, Nov. 2025 Final Order, at 19.

G. Attyx Defrauded Consumers Concerning the Capabilities of its Solar Systems and the Quality of Its Installation and Home Improvement Work

173. Attyx repeatedly over-promised to consumers the benefits of purchasing Solar Systems and home improvement work from it and under-delivered when performing such work.

1. Attyx Misrepresented the Savings Consumers Would Enjoy as the Result of Purchasing Its Solar Systems

174. Attyx and its salespeople repeatedly represented to consumers that they could significantly reduce, and even eliminate, their monthly electrical utility bills by purchasing Solar Systems from Attyx.

175. For example, Attyx repeatedly advertised, “[Y]ou’ll slash your electricity bills by up to 50%,” or other words to that effect.

176. Attyx’s salespeople repeatedly represented to consumers that instead of receiving electrical bills, they would begin receiving money from the electric utility providers due to the surplus electricity the consumers’ Solar Systems would generate and contribute to the electrical grid.

177. Such representations were repeatedly false.

178. Attyx repeatedly caused consumers to assume monthly payment obligations to its Solar Lenders far greater than any cost savings the consumers experienced due to their use of solar power.

179. Consumers also routinely found that the Solar Systems installed by Attyx produced significantly less electricity than Attyx had represented they would produce. Attyx’s customers routinely found that their post-installation electrical bills reflected little to no savings compared to their pre-installation electrical bills

and that they failed to receive credits from their electric utility providers for any surplus electricity.

180. Even when Attyx's customers did experience reduced monthly electrical bills due to their use of Attyx Solar Systems, those savings were repeatedly offset by the much greater amounts that the consumers owed to Attyx's Lending Partners for monthly payments on their Solar Loans.

2. Attyx Misrepresented the Capability, Quality, and Code Compliance of Its Solar Installations and Other Home Improvement Work

181. Attyx promised high-quality Solar System installation and other home improvement work, then delivered substandard work that fell short of its representations, failed to meet applicable codes, and/or needed significant subsequent repairs.

182. This was in part a result of Attyx's focus on selling as many Solar System contracts to consumers as it possibly could, regardless of whether it had developed the resources to properly install the systems in consumers' homes and perform other home improvement work in compliance with its promises.

183. For example, Young boasted that during one year of operation, Attyx sold 80 to 90 Solar Systems per month, far beyond the capacity of its installation subcontractor, which was never able to install more than 11 systems per month.

184. Attyx repeatedly represented to consumers that it would provide them with high-quality, long-lasting home improvement work. On its website, for example, Attyx advertised:

. . . Attyx excels – delivering exceptional home services tailored to homeowners' needs. With a reputation for efficiency, quality, and

customer satisfaction, they provide top-tier services, whether for roofing, solar installations, HVAC solutions, or general home improvements.

...

Every project is completed with superior craftsmanship and top-grade materials. Homeowners can trust that their investment will stand the test of time. Whether it's a new roof built to withstand harsh weather, a solar panel system designed to maximize energy efficiency, or an HVAC installation that ensures consistent climate control, quality is always the priority.

...

With a focus on efficiency, quality, and customer satisfaction, [Attyx] sets itself apart from the competition. . . . The commitment to craftsmanship, speed, and long-term results makes them a trusted choice for home improvement projects of any scale.

185. Attyx also provided consumers with detailed planning documents including representations such as, "NYC APPLICABLE CODE COMPLIANCE," "ALL WORK SHALL CONFORM TO ALL PERTINENT CODES AND REGULATIONS," "ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE LOCAL CODES AND ORDINANCES," and "ALL WORK SHALL BE INSTALLED IN CONFORMANCE WITH CONSTRUCTION SPECIFICATIONS."

186. Attyx repeatedly represented to consumers that their roofs would not leak after Attyx completed its work at their homes.

187. Attyx repeatedly failed to deliver on such representations.

188. Attyx repeatedly installed Solar Systems that did not comply with applicable building and construction codes and that could not be legally operated without extensive work repairing and/or reinstalling them.

189. Attyx repeatedly installed Solar Systems that did not meet the specifications it had previously represented to consumers.

190. Attyx repeatedly installed fewer solar panels at consumers' homes than it had represented to them it would install.

191. Attyx repeatedly installed Solar Systems that generated less electricity for consumers than it had represented or that did not generate electricity at all.

192. Attyx repeatedly installed Solar Systems in locations on consumers' property different from the locations it had previously represented, including below trees that cast shade on the Solar System's panels and decreased their ability to generate electric power.

193. Attyx repeatedly represented to consumers who owned duplexes or other multi-unit houses that it would install Solar Systems that were linked to, or would reduce the electricity expenses of, all units in consumers' buildings, then failed to do so.

194. Attyx repeatedly installed Solar Systems at consumers' homes but failed to perform the work necessary to make them operate correctly or to connect the systems to the electrical grid.

195. Attyx repeatedly installed Solar Systems at the homes of consumers who already had Solar Systems installed by other companies after misrepresenting that it would arrange with the other solar companies to terminate any contracts they had with the consumers and to remove the other companies' Solar Systems.

196. In practice, Attyx repeatedly failed to do so, leaving consumers obligated to continue making payments to their prior Solar System providers even while they were saddled with new obligations to Attyx’s Lending Partners.

197. Attyx repeatedly left serious defects in consumers’ roofs, including roofs that collected puddles and pools of water and even caused consumers’ ceilings to collapse into their homes. Attyx repeatedly damaged consumers’ homes while installing Solar Systems or performing other home improvement work and did not repair the damage it caused.

3. Attyx Drafted Its Sale Agreements to Allow It to Be Paid Regardless of Whether Its Work Was Complete

198. Attyx drafted its Sale Agreements so as to deem Solar System projects as “complete” even when they were by any standard *incomplete*.

199. Attyx did this by including in its Sale Agreements clauses stating that consumers were required to execute “Notice[s] of Completion” within 5 days of “substantial project completion,” which Attyx defined merely as “all major solar components installed,” defined as “Racking, Solar PV Modules & Inverter(s)” (or similar language).

200. The language of Attyx’s “substantial project completion” clauses allowed it to deem its work complete when it had done nothing more than install the “major solar components” of its Solar Systems on consumers’ roofs – regardless of whether it had installed *all* components required for complete Solar Systems; whether the Solar Systems generated electricity, performed to standards represented by Attyx, complied with applicable code standards, and were connected

to the electrical grid; or whether Attyx had satisfactorily completed roofing, HVAC, or other home improvement work it had represented to consumers it would provide.

201. Attyx's agreements further provided that if consumers failed to execute such Notices of Completion when Attyx's low standard of "substantial project completion" was met, Attyx would "irrevocabl[y]" be deemed the consumer's "Agent to sign and record a Notice of Completion on behalf of Owner" (or similar language).

202. Attyx included such clauses in its agreements in order to easily claim that it satisfied milestones set by its Lending Partners to receive disbursement of funds from them, even when its work at consumers' homes was incomplete.

203. Attyx repeatedly pressured consumers to verify that its work was substantially complete even when the work reflected significant problems, such as non-functioning Solar Systems and leaky roofs. Attyx threatened consumers that it would charge them additional fees, such as \$50 per day, if they failed to verify that its work was substantially complete, even when no such verification was proper.

H. After the PSC Prohibited Attyx from Marketing Solar Systems, Attyx Continued to Do So under the LGCY Power Name

204. In addition to the unlawful conduct that Attyx undertook in its own name, or that of New York Roofing, Attyx has also unlawfully and deceptively marketed Solar Systems to New York consumers under the name of LGCY Power, despite the latter's failure to register with the Public Service Commission, as required under New York law.

205. LGCY Power, LLC is a company operated from offices in Lehi, Utah, the same city where Attyx also has offices. On information and belief, LGCY has been invested in by the Larry H. Miller Company, which has also invested in Attyx.

206. Attyx began doing business under LGCY's name after the Department of Public Service issued to Attyx its February 2025 Notice of Apparent Violation. The notice stated that that DPS had opened an investigation of Attyx for possible illegal activities and that Attyx was "forbidden from engaging in marketing activities and enrolling new customers until [it] has sufficiently responded to the issues outlined in this notice."¹²

207. Attyx did not comply with the DPS's directive to cease its marketing and enrollment activities. Instead, after receiving the DPS notice, Attyx arranged with LGCY Power, on information and belief, to secretly continue its marketing activities and enrolling new customers under the LGCY name.

208. Attyx began its LGCY ruse by June 2025, if not earlier.

209. Under its LGCY scheme, Attyx (1) marketed its Solar Systems to New York consumers under the LGCY name; (2) contracted for Solar System installation under the LGCY name, in Sale Agreements identifying LGCY as the seller; and (3) conducted customer service and collection communications under the LGCY name, using LGCY email addresses.

210. On information and belief, Attyx operated under LGCY's name with LGCY's consent and involvement.

¹² [DPS, February 2025 Notice of Apparent Violation, at 1, 4-5.](#)

211. Attyx began operating under the LGCY name both to conceal its ongoing marketing operations from the DPS and to misrepresent its identity to New York consumers, given that by spring 2025 Attyx’s fraudulent practices (under both the Attyx and SUNco names) had been amply complained of in online consumer reviews and reported on by the New York news media.¹³

212. In operating as LGCY, Attyx failed to take commercially reasonable efforts to ensure that LGCY was in conformance with relevant provisions of New York law, including provisions of the [Uniform Business Practices for Distributed Energy Resource Suppliers](#), a set of legal regulations issued by the PSC.

213. UBP-DERS required LGCY to register with PSC in order to market Solar Systems in New York, among other activities. But LGCY has not registered with the PSC, in violation of UBP-DERS.

214. In its July 2025 Order to Show Cause, the PSC ordered Attyx to “immediately halt all marketing, enrollments, and otherwise cease efforts to obtain new business in New York State” relating to home Solar Systems.¹⁴

215. Attyx did not comply with this directive of the PSC’s July 2025 Order to Show Cause, just as it failed to comply with the directives in the DPS’s February 2025 Notice of Apparent Violation. Instead, Attyx continued its marketing, enrollment, and/or new business generation efforts under the LGCY name.

¹³ *E.g., Nina Pineda, 7 On Your Side helps homeowner paying over \$80k for solar panels that weren’t turned on, ABC 7 Eyewitness News (Apr. 28, 2025).*

¹⁴ PSC, July 2025 Order to Show Cause, at 23.

216. More than 100 Solar Systems were sold to New York consumers under the LGCY name during 2025. On information and belief, each of these was fraudulently and illegally sold by Attyx.

217. The PSC noted Attyx’s operations under the LGCY name in its November 2025 Final Order. In it, the PSC observed that Attyx appeared to be “improperly continuing to market to customers under LGCY’s name,” in violation of the PSC’s July 2025 Order to Show Cause, and/or that Attyx was “using an unregistered [Solar System supplier] to conduct business on its behalf without first informing staff (potentially in violation of multiple UBP-DERS provisions . . .).”¹⁵

218. The PSC concluded that Attyx’s use of LGCY’s name “suggests to the Commission that the Company may have a concerning practice of changing its name – or, at the very least, altering how it represents itself to the public – whenever it encounters regulatory pressure that places its reputation and potential customer base at risk.”¹⁶

¹⁵ PSC, Nov. 2025 Final Order, at 18.

¹⁶ *Id.* at 14.

III. ATTYX'S LENDING PARTNERS ARE LIABLE FOR THEIR OWN FRAUD AND ILLEGALITY, AS HOLDERS OF SOLAR LOANS ISSUED TO ATTYX'S CUSTOMERS, AND AS PARTIES NECESSARY FOR RESCISSION

A. Attyx's Customers Received Loans Either Directly from Lenders or with the Involvement of Intermediary Lending Partners

219. As stated above, Attyx worked with several Primary Lending Partners, including Solar Mosaic, which interacted directly with Attyx and arranged loans for Attyx's customers.

220. In some instances, the Primary Lending Partners functioned as direct lenders, where a Primary Lending Partner would interact with Attyx, design and service a Solar Loan, and lend money to a consumer pursuant to a Loan Agreement identifying the Primary Lending Partner as the lender.

221. In other instances, the Primary Lending Partners acted as intermediaries. In this arrangement, a Primary Lending Partner would interact with Attyx and would design, broker, and/or service a Solar Loan, while a Secondary Lending Partner would lend money to the consumer pursuant to a Loan Agreement naming the Secondary Lending Partner as the lender.

222. Attyx entered agreements with each of its Primary Lending Partners stating the terms and conditions of how Atty would do business with them.

223. Before a Solar Loan was issued to a consumer, on information and belief, Attyx communicated with one or more of its Primary Lending Partners to determine which of the entities would issue the loan and on what terms.

224. Once a Solar Loan was issued, on information and belief, Attyx's Primary Lending Partners contacted the consumer by email and handled most

communications with the consumer concerning the loan, even if a Secondary Lending Partner was the lender. The Primary Lending Partners also handled most communications with Attyx concerning Solar Loans.

B. Attyx's Lending Partners Issued Loans to Consumers Without Disclosing Their Terms in Advance

225. Although the Loan Agreements were in the names of Attyx's Lending Partners, the executed agreements were repeatedly obtained by Attyx's salespeople.

226. Attyx's salespeople used software provided by Solar Mosaic, on information and belief, to obtain consumers' e-signatures on their Loan Agreements. As set forth above, Attyx's salespeople controlled the use of their tablet computers and mobile phones, allowing consumers to see only the portions of the Loan Agreements that the salespeople wished to show them.

227. Through such practices, Attyx's Lending Partners, including Solar Mosaic and WebBank, issued Solar Loans to consumers or caused Solar Loans to be issued to consumers who had not been provided the Loan Agreements' terms, conditions, and truth-in-lending disclosures prior to signing them.

C. Attyx's Lending Partners Concealed Finance Charges from Consumers and Misrepresented Amounts Financed and Annual Percentage Rates

228. Attyx's Lending Partners repeatedly caused consumers to pay them thousands of dollars apiece in Loan Surcharges that the lenders did not disclose in their Loan Agreements with consumers.

229. Attyx's Lending Partners were required to accurately disclose their Loan Surcharges to consumers pursuant to Executive Law § 63(12) and General Business Law § 349.

230. In addition, the Loan Surcharges were finance charges, and the lenders were required to disclose them to consumers under TILA, 15 U.S.C. § 1601, *et seq.*; Regulation Z, 12 C.F.R. Part 1026.

231. The Lending Partners imposed the Loan Surcharges upon consumers as an incident to or as a condition of the lenders' extension of credit to them.

232. The Lending Partners charged the undisclosed Loan Surcharges to consumers in order to deceptively extract more money from consumers than the consumers realized they were paying to the lenders.

233. In a hearing before the PSC, Payne repeatedly referred to the Loan Surcharges as a "kickback" collected by Attyx's Lending Partners.

234. Each Loan Agreement between a consumer and a Lending Partner included a truth-in-lending disclosure in which the lenders purportedly disclosed to borrowers the loans' finance charges, amounts financed, and APRs.

235. Attyx's Lending Partners repeatedly caused loans to be issued to consumers that failed to accurately make such disclosures.

236. Attyx's Lending Partners repeatedly stated finance charges in their truth-in-lending disclosures that omitted the Loan Surcharges they charged, instead stating much smaller (and false) amounts that were mostly annual interest, with little to no fees included.

237. Instead of correctly disclosing Loan Surcharges to borrowers as part of the finance charge amounts, Attyx's Lending Partners caused such amounts to be included in the lump-sum "Amount Financed" figures stated in Loan Agreements.

238. The amounts financed stated in the Lending Partners' Loan Agreements were repeatedly the same as the System Cost amounts stated in Attyx's Sale Agreements, which Attyx inflated in order to include the undisclosed Loan Surcharges, as discussed above.

239. Because the Lending Partners overstated the loans' amounts financed and understated their finance charges, they also misstated the loans' APRs, which were calculated based in part on the amounts financed and finance charges.

240. By understating the Solar Loans' finance charges and APRs, Attyx's Lending Partners made it appear that they charged far less in finance charges and interest than they actually charged.

241. By falsely including the Loan Surcharge amounts within the lump-sum "Amount Financed" amounts stated in their Loan Agreements, Attyx's Lending Partners made it falsely appear that the purported amounts financed, including the Loan Surcharges, were simply the costs of the Solar Systems sold by Attyx.

242. Consumers who financed their Solar Systems through Attyx's Lending Partners did not learn that they were being charged the Loan Surcharges.

243. By concealing their finance charges in this way, Attyx's Lending Partners caused consumers to pay thousands of dollars for their loans than they would have paid absent such undisclosed charges. By concealing their finance charges, the Lending Partners also prevented consumers from negotiating with lenders the amounts of the surcharges, or whether they would be charged at all, and made it difficult, if not impossible, for consumers to accurately comparison-shop between loans from the Lending Partners and loans from other sources.

244. Solar Mosaic and WebBank repeatedly issued Solar Loans to consumers and/or arranged for Solar Loans to be issued to consumers utilizing Loan Agreements that failed to disclose the existence or amounts of the Loan Surcharges, either in the “Finance Charge” box of the truth-in-lending disclosures or elsewhere, and instead included such amounts as part of the “Amount Financed,” misstating the loans’ APRs as a result.

245. Attyx’s Primary Lending Partners structured the Solar Loans, whether issued by them or by Secondary Lending Partners, to include the Loan Surcharge amounts and to charge such amounts to consumers.

246. Attyx’s Lending Partners repeatedly issued loans to Attyx consumers with lengthy terms, such as 25 years.

247. Attyx’s Lending Partners made it a practice to charge the highest Loan Surcharges to the consumers who were charged the lowest APRs. For example, a consumer who was charged a seemingly attractive APR of 3.99% could be charged an undisclosed Loan Surcharge reflecting over 30% of Attyx’s System Cost, negating much of the value the consumer was seemingly receiving as a result of the low APR.

248. Attyx and its Primary Lending Partners memorialized the practice of causing consumers to pay undisclosed Loan Surcharges in agreements among them. In them, Attyx and its Primary Lending Partners agreed that the lenders would not pay Attyx the full prices stated in Attyx’s Sale Agreements with consumers but would instead deduct certain amounts – the Loan Surcharges – from Attyx’s stated prices and would disburse to Attyx the difference.

249. In their agreements with Attyx, certain of the Primary Lending Partners and Attyx falsely referred to the Loan Surcharge amounts as “fees” payable by Attyx, or similar language.

250. Solar Mosaic’s agreement with Attyx referred to Loan Surcharges as “Dealer’s Points” and stated, “Dealer agrees to accept the Loan Amount, minus the applicable Dealer’s Points . . . (the ‘Net Loan Amount’) in full satisfaction of the amount owed by the applicable Customer.” The agreement was dated February 14, 2020 and was signed by Attyx co-CEO Young.

251. To the extent that Attyx or its Lending Partners represented the Loan Surcharges as “fees,” “Dealer’s Points,” or “seller’s points” paid by Attyx, any such representation was false and a ruse, concocted in an attempt to avoid liability for charging borrowers undisclosed finance charges.

252. In practice, Attyx did not pay the lenders any such fees or points. Instead, Attyx passed the costs of the Loan Surcharges on to consumers by inflating its stated System Costs to include the surcharge amounts.

253. Attyx did not charge Loan Surcharges to consumers who paid in cash.

254. Instead, Attyx charged lower prices to cash buyers than it charged to customers paying through loans from Attyx’s Lending Partners.

255. Attyx played a crucial role in concealing its Lending Partners’ Loan Surcharges, both by inflating the System Cost amounts in its Sale Agreements to provide for the surcharges and by causing consumers, through its salespeople, to “e-sign” the Loan Agreements including the false truth-in-lending disclosures.

D. Attyx's Lending Partners Are Liable as Loan Holders and as Necessary Parties

256. The Loan Agreements for Attyx's Lending Partners' Solar Loans include clauses stating that the holders of such notes are subject to all claims and defenses that can be asserted against the seller of the goods or services obtained with the proceeds of the loan.

257. Accordingly, each claim brought herein against Attyx as to any particular consumer is also brought against Solar Mosaic and WebBank to the extent that either company is the holder of a Solar Loan issued to that consumer.

258. In addition, to the extent that Solar Mosaic and/or WebBank holds Solar Loans issued to Attyx customers, they are liable as necessary parties for complete relief in the form of rescission.

IV. YOUNG AND PAYNE WERE INVOLVED IN AND AWARE OF ATTYX'S FRAUD AND ILLEGALITY

259. Young and Payne, Attyx's co-CEOs, were involved in and aware of Attyx's repeated fraudulent and illegal acts alleged herein.

260. Young and Payne co-founded Attyx in New York and managed it, particularly during Attyx's early years of operation, from an office in New York.

261. Young has stated that he and Payne chose New York as the market for launching Attyx, in part, to take advantage of in-state government incentives favoring solar electricity.

262. Young and Payne were hands-on managers and closely supervised Attyx's operations.

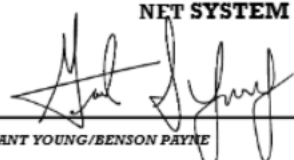
263. Young personally executed Attyx's independent contractor agreements with its salespeople, including salespeople who were based in New York and sold Attyx's Solar Systems to New York consumers.

264. On information and belief, Young and Payne personally supervised the salespeople's work and were aware of the misrepresentations made by Attyx through its salespeople.

265. On information and belief, Young and Payne supervised Attyx's production and distribution of advertising to consumers and were aware of the misrepresentations Attyx made in its advertising, including its advertising under the "New York Roofing" name.

266. Payne was aware that Attyx represented to consumers that it would provide them with Solar Systems for no money out of pocket. Payne approved of the practice, as indicated in statements he made in a hearing before the Public Service Commission on or about May 16, 2023.

267. Young and Payne included their names as signatories in Attyx's Sale Agreements, and at least one of the two executed each agreement, as shown in the image below, showing an excerpt of an agreement signed by Young.

SUNco
Authorized Representative: X  **NET SYSTEM COST TO OWNER**

GRANT YOUNG/BENSON PAYNE

268. Accordingly, Young and Payne indicated that they were aware of and approved of the misrepresentations in Attyx's Sale Agreements, including their misrepresentations concerning "System Costs," government incentives that were available to consumers, and low net costs that consumer would be responsible for.

269. Attyx repeatedly identified Young in its Sale Agreements as the agreements' "preparer," indicating that Young actively participated in the agreements' drafting.

270. On information and belief, Young and Payne were aware that numerous consumers had complained to Attyx that they had not knowingly agreed to the Sale Agreements and Loan Agreements they had purportedly e-signed, had not been shown the agreements prior to e-signing them, did not receive the Solar Tax Credits Attyx had represented were available to them, did not receive Solar Property Tax Abatements in the amounts Attyx had represented (if at all), and/or were unable to afford the high prices and high monthly payments charged by Attyx and its Lending Partners, respectively.

271. Young, and on information and belief Payne, were notified by NYSERDA in April 2021 that Attyx was required under applicable rules to segregate in its Sale Agreements the costs of its Solar System work from the costs of its non-solar work, such as roof replacement. Yet they chose not to follow NYSERDA's guidance, and under their supervision Attyx continued drafting Sale Agreements in which it deceptively included the prices for non-solar home improvement work within its lump-sum "System Cost" amounts for Solar Systems.

272. Young and Payne were aware that Attyx had received notices from NYSERDA in October and November 2021 suspending and then terminating Attyx from the NY-Sun program, on information and belief, but under their supervision Attyx continued distributing the NY-Sun Addendum to consumers until it received a cease-and-desist letter from NYSERDA in November 2022.

273. Young and Payne were involved in and aware of Attyx's and its Lending Partners' scheme to conceal Loan Surcharges.

274. Young signed Attyx's agreement with Solar Mosaic providing for Loan Surcharges to be deducted from Attyx's stated System Costs.

275. Payne, who elsewhere described the Loan Surcharges as a "kickback" taken by Attyx's Lending Partners, signed agreements with other of Attyx's Lending Partners, not named as defendants here, providing for such companies to deduct Loan Surcharges.

276. Young and Payne repeatedly monitored, and discussed internally with Attyx personnel, consumers' complaints serious deficiencies in Attyx's Solar Systems, including Solar Systems that did not function properly or were not connected to the proper units in consumers' homes, and in Attyx's non-solar work, such as new roofs that leaked water into consumers' homes.

277. Young repeatedly communicated with consumers and with government offices concerning such complaints.

278. On information and belief, Young and Payne were involved in and aware of Attyx's practice of marketing to and enrolling new customers under the LGCY name after Attyx was prohibited from engaging in such activities by the DPS in its February 2025 Notice of Apparent Violation and by the PSC in its July 2025 Order to Show Cause.

**FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS
PURSUANT TO EXECUTIVE LAW § 63(12):**

FRAUD

279. The People repeat and re-allege paragraphs 1 through 278 as if fully set forth here.

280. Executive Law § 63(12) authorizes the NYAG, on behalf of Plaintiff, to seek injunctive and other equitable relief “whenever any person shall engage in repeated fraudulent . . . acts or otherwise demonstrate persistent fraud . . . in the carrying on, conducting or transaction of business.”

281. Executive Law § 63(12) defines “fraud” and “fraudulent” to “include any device, scheme or artifice to defraud and any deception, misrepresentation, concealment, suppression, false pretense, false promise or unconscionable contractual provisions.”

282. Executive Law § 63(12) defines “persistent” fraud or illegality to “include continuance or carrying on of any fraudulent or illegal act or conduct,” and defines “repeated” to “include repetition of any separate and distinct fraudulent or illegal act, or conduct which affects more than one person.”

283. Attyx has repeatedly and/or persistently engaged in a fraudulent scheme through at least the following acts:

- a. Misrepresenting to consumers, in advertising and otherwise, that due to limited government programs, consumers could obtain from Attyx Solar Systems and other home improvement work at no cost, when in reality Attyx charged consumers tens of thousands of dollars for such services;

- b. Misrepresenting to consumers that they would receive money from the government to pay for their Solar Systems through Solar Tax Credits that were “[a]vailable” to them, when in practice such credits were frequently unavailable to Attyx’s customers in the amounts represented or not available at all, and in any event did not provide tax refunds or “money back” from the government, absent other bases for refunds under the tax code;
- c. Misrepresenting to consumers attractive “net” amounts that consumers would pay for Solar Systems, after deduction for government incentives, when in reality consumers would be required to pay much higher costs equal to or approaching Attyx’s “System Costs”;
- d. Misrepresenting to consumers that their “System Cost” amounts represented the costs of selling and installing Solar Systems, when in fact Attyx inflated those costs to include the costs of its non-solar work and the costs of its Lending Partners undisclosed Loan Surcharges;
- e. Misrepresenting to consumers that Attyx was an active participant in the NY-Sun program and could provide consumers with NYSERDA rebates despite being suspended and then terminated from the NY-Sun program;

- f. Misrepresenting to consumers, in advertising and otherwise, that their monthly expenses would be significantly lowered as the result of Solar Systems' generation of electricity, when in reality, Attyx and its Lending Partners repeatedly caused consumers to be saddled with monthly expenses greater than any savings they experienced as the result of installing Attyx's Solar Systems;
- g. Misrepresenting to consumers the capabilities of Solar Systems designed by Attyx and the quality of Attyx's workmanship in its installation of Solar Systems, roofing work, and other home improvement repair;
- h. Falsely promising to provide consumers with valuable consideration in return for referring new customer prospects to Attyx;
- i. Causing consumers to post false or misleading favorable online reviews of Attyx's business by promising them free services or cash;
- j. Engaging in high-pressure sales tactics, including creating a false sense of urgency, disparaging consumers' reservations about purchasing a Solar System, and further misrepresenting Attyx's services and the prices consumers would be charged;
- k. Causing consumers to execute Sale Agreements and Loan Agreements without providing the consumers copies of the

agreements in advance and opportunity to review their terms, conditions, and disclosures;

- l. Causing consumers to execute Sale Agreements and Loan Agreements on false pretenses;
- m. Forging consumers' signatures on Sale Agreements and Loan Agreements;
- n. Causing consumers to e-sign Loan Agreements that did not truthfully disclose loans' finance charges, amounts financed, and APRs;
- o. Misrepresenting itself to consumers as LGCY Power in its marketing and operations and using the LGCY name to conceal its ongoing operations from the Public Service Commission;
- p. Aiding and abetting Attyx's Lending Partners in a fraudulent scheme to cause consumers to e-sign Loan Agreements that did not truthfully disclose such loans' finance charges, amounts financed, and APRs;
- q. Enforcing the terms and obligations of Sale Agreements as to consumers who had not knowingly executed such agreements;
- r. Including in agreements substantively unconscionable clauses, including clauses requiring consumers to pay exorbitant, inflated costs for Solar Systems in the event that they failed to obtain government tax credits, rebates, and incentives that Attyx represented were "available" to consumers; and

- s. Obtaining consumers' consent to Attyx's Sale Agreements and Lending Partners' Loan Agreements through procedurally unconscionable means, as set forth above.

284. Young and Payne participated in and/or were aware of Attyx's repeated or persistent fraud.

285. Attyx's Lending Partners, including Solar Mosaic and WebBank, violated Executive Law § 63(12) by fraudulently failing to provide consumers with copies of Loan Agreements showing their terms, conditions, and truth-in-lending disclosures prior to causing them to execute the agreements; causing consumers to enter Loan Agreements that misrepresented or concealed the loans' finance charges, amounts financed, and/or APRs; aiding and abetting other Lending Partners in engaging in such fraudulent conduct; and/or participating in schemes with other Lending Partners and/or with Attyx to engage in such fraudulent conduct.

286. To the extent that Solar Mosaic and WebBank hold Solar Loans issued to Attyx's customers, they are liable for the fraudulent acts engaged in by Attyx because, as provided by law and the Loan Agreements, they are subject to all claims and defenses that can be asserted against the seller of the goods or services obtained with the proceeds of the loans and are also liable for such conduct as parties necessary for complete relief, including in the form of rescission.

287. Accordingly, Defendants are liable for repeated and/or persistent fraud in violation of Executive Law § 63(12).

**SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS
PURSUANT TO EXECUTIVE LAW § 63(12):**

**ILLEGAL ACTS IN THE FORM OF DECEPTIVE ACTS AND PRACTICES
IN VIOLATION OF GENERAL BUSINESS LAW § 349**

288. The People repeat and re-allege paragraphs 1 through 287 as if fully set forth here.

289. Executive Law § 63(12) authorizes the NYAG, on behalf of Plaintiff, to seek injunctive and other equitable relief “whenever any person shall engage in repeated . . . illegal acts or otherwise demonstrate persistent . . . illegality in the carrying on, conducting or transaction of business.”

290. General Business Law § 349(a) prohibits “deceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in this state” of New York.

291. Attyx has repeatedly and/or persistently violated General Business Law § 349(a) through the deceptive acts and practices set forth above. *Supra* ¶ 283.

292. Young and Payne participated in and/or were aware of Attyx’s repeated or persistent deceptive acts and practices.

293. Solar Mosaic and WebBank violated General Business Law § 349(a) by deceptively failing to provide consumers with copies of Loan Agreements showing their terms, conditions, and truth-in-lending disclosures prior to causing the consumers to execute the agreements; causing consumers to enter Loan Agreements that misrepresented or concealed the loans’ finance charges, amounts financed, and APRs; aiding and abetting other Lending Partners in engaging in such conduct; and/or participating in schemes to engage in such conduct.

294. To the extent that Solar Mosaic and WebBank hold Solar Loans issued to Attyx's customers, they are liable for the acts engaged in by Attyx because the Loan Agreements provide that the holders of such notes are subject to all claims and defenses that can be asserted against the seller of the goods or services obtained with the proceeds of the loans, and they are also liable for as parties necessary for complete relief, including in the form of rescission.

295. Accordingly, Defendants are liable for repeated and/or persistent illegality in violation of Executive Law § 63(12).

**THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS
PURSUANT TO EXECUTIVE LAW § 63(12)**

**ILLEGAL ACTS IN THE FORM OF FALSE ADVERTISING
IN VIOLATION OF GENERAL BUSINESS LAW § 350**

296. The People repeat and re-allege paragraphs 1 through 295 as if fully set forth here.

297. Executive Law § 63(12) authorizes the NYAG, on behalf of Plaintiff, to seek injunctive and other equitable relief “whenever any person shall engage in repeated . . . illegal acts or otherwise demonstrate persistent . . . illegality in the carrying on, conducting or transaction of business.”

298. General Business Law § 350 prohibits “false advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state” of New York.

299. Attyx has repeatedly and/or persistently violated General Business Law § 350 through its false advertising, as set forth above. *See supra* ¶ 283.

300. Young and Payne were involved in and/or aware of such illegal activity by Attyx.

301. To the extent that Solar Mosaic and WebBank hold Solar Loans issued to Attyx's customers, they are liable for the acts engaged in by Attyx because the Loan Agreements provide that the holders of such notes are subject to all claims and defenses that can be asserted against the seller of the goods or services obtained with the proceeds of the loans, and they are also liable for as parties necessary for complete relief, including in the form of rescission.

302. Accordingly, Defendants are liable for repeated and/or persistent illegality in violation of Executive Law § 63(12).

**FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
PURSUANT TO EXECUTIVE LAW § 63(12)**

**ILLEGAL ACTS IN CONNECTION WITH THE FINANCING OF
HOME IMPROVEMENT CONTRACTS
IN VIOLATION OF GENERAL BUSINESS LAW §§ 771 AND 771-A**

303. The People repeat and re-allege paragraphs 1 through 302 as if fully set forth here.

304. Executive Law § 63(12) authorizes the NYAG, on behalf of Plaintiff, to seek injunctive and other equitable relief “whenever any person shall engage in repeated . . . illegal acts or otherwise demonstrate persistent . . . illegality in the carrying on, conducting or transaction of business.”

305. General Business Law § 771-a prohibits home improvement contractors from conducting “any activity, transaction, or course of business or . . . receiv[ing] any fee, payment, [or] money . . . in connection with the financing of a home improvement contract without fully disclosing such activity, transaction, or

course of business and any fees, [or] payment . . . paid or to be paid in connection therewith, and without having obtained the agreement in writing from all parties to the transaction to such activity and the payment therefor.”

306. General Business Law § 771(2) requires that a copy of the contractor’s written agreement, signed by the contractor, be provided to the homeowner before any work is done.

307. General Business Law § 771(1)(d) requires that the contractor include in its home improvement contract “the following notice to the owner in clear and conspicuous bold face type”:

Any contractor, subcontractor, or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanic’s lien. Any mechanic’s lien filed against your property may be discharged. Payment of the agreed-upon price under the home improvement contract prior to filing of a mechanic’s lien may invalidate such lien. The owner may contact an attorney to determine his rights to discharge a mechanic’s lien.

308. Attyx is a “home improvement contractor” within the meaning of General Business Law § 771-a.

309. Attyx repeatedly installed Solar Systems and performed other home improvement work at consumers’ homes and received money for such work, or for the mere promise of such work, without fully disclosing to consumers the prices they would be charged and without obtaining consumers’ knowing agreement to same, as set forth above.

310. Attyx repeatedly performed Solar System and other home improvement work at consumers’ homes without first providing consumers with copies of its signed, written agreements.

311. Attyx repeatedly entered Sale Agreements with consumers that failed to include in clear and conspicuous bold face type the language quoted above in Paragraph 307.

312. Young and Payne were involved in and/or aware of such illegal activity by Attyx.

313. Accordingly, Attyx, Young, and Payne have engaged in repeated and/or persistent illegality in violation of Executive Law § 63(12).

314. To the extent that Solar Mosaic and WebBank hold Solar Loans issued to Attyx's customers, they are liable for the acts engaged in by Attyx because the Loan Agreements provide that the holders of such notes are subject to all claims and defenses that can be asserted against the seller of the goods or services obtained with the proceeds of the loans, and they are also liable for as parties necessary for complete relief, including in the form of rescission.

315. Accordingly, Defendants are liable for repeated and/or persistent illegality in violation of Executive Law § 63(12).

**FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
PURSUANT TO EXECUTIVE LAW § 63(12)**

REPEATED VIOLATIONS OF TILA AND REGULATION Z

316. The People repeat and re-allege paragraphs 1 through 315 as if fully set forth here.

317. Executive Law § 63(12) authorizes the NYAG, on behalf of Plaintiff, to seek injunctive and other equitable relief “whenever any person shall engage in repeated . . . illegal acts or otherwise demonstrate persistent . . . illegality in the carrying on, conducting or transaction of business.”

318. The Truth in Lending Act requires creditors to provide certain disclosures to consumer borrowers “so that the consumer will be able to compare more readily the various credit terms available to him and avoid the uninformed use of credit, and to protect the consumer against inaccurate and unfair credit billing,” among other reasons. *See* 15 U.S.C. § 1601(a).

319. TILA requires creditors to disclose to borrowers “[t]he finance charge[s]” of consumer loans. 15 U.S.C. § 1638(a)(3).

320. Regulation Z, which was enacted pursuant to TILA, defines “finance charge” as follows: “The finance charge is the cost of consumer credit as a dollar amount. It includes any charge payable directly or indirectly by the consumer and imposed directly or indirectly by the creditor as an incident to or a condition of the extension of credit. It does not include any charge of a type payable in a comparable cash transaction.” 12 CFR § 1026.4(a).

321. TILA also requires creditors to disclose to borrowers the “amount[s] financed,” which include “the principal amount[s]” of the loans and not their “finance charge[s],” 15 U.S.C. § 1638(a)(2)(A), as well as the “annual percentage rate[s]” of loans, 15 U.S.C. § 1638(a)(4).

322. TILA requires that the mandatory disclosures set forth above “be made before the credit is extended” to consumers. 15 U.S.C. § 1638(b)(1).

323. Loan Agreements for Solar Loans to Attyx’s customers were required under TILA to include complete and accurate disclosures stating the loans’ amounts financed, finance charges, and APRs, but repeatedly failed to do so.

324. The Loan Surcharges charged by Attyx's Lending Partners were finance charges because they were charged to consumers "as an incident to or a condition of the extension of credit" and were not charged to consumers in comparable cash transactions. 12 CFR § 1026.4(a).

325. The Loan Surcharges were required under TILA to be disclosed to Attyx's customers as finance charges but were instead concealed within the amounts financed stated in the Loan Agreements, resulting in incorrect statements of finance charges, amounts financed, and APRs.

326. Truth-in-lending disclosures were required under TILA to be provided to Attyx's customers before credit was extended to them but were not so provided.

327. Solar Mosaic and WebBank are liable pursuant to Executive Law § 63(12) for unlawfully failing to provide consumers with copies of Loan Agreements showing their terms, conditions, and truth-in-lending disclosures prior to causing the consumers to execute the agreements; for causing consumers to enter Loan Agreements whose truth-in-lending disclosures misrepresented the loans' finance charges, amounts financed, and/or APRs; aiding and abetting other Lending Partners in engaging in such unlawful conduct; and/or engaging in schemes with other Lending Partners and/or with Attyx to engage in such unlawful conduct.

328. Attyx is liable pursuant to Executive Law § 63(12) for unlawfully aiding and abetting its Lending Partners in engaging in the conduct alleged above, and for engaging in schemes with its Lending Partners to engage in such unlawful conduct.

329. Young and Payne were involved in and/or aware of such illegal activity by Attyx.

330. Accordingly, Defendants are liable for repeated and/or persistent illegality in violation of Executive Law § 63(12).

**SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS
PURSUANT TO EXECUTIVE LAW § 63(12)**

**REPEATED VIOLATIONS OF UNIFORM BUSINESS PRACTICES FOR
DISTRIBUTED ENERGY RESOURCE SUPPLIERS**

331. The People repeat and re-allege paragraphs 1 through 330 as if fully set forth here.

332. Executive Law § 63(12) authorizes the NYAG, on behalf of Plaintiff, to seek injunctive and other equitable relief “whenever any person shall engage in repeated . . . illegal acts or otherwise demonstrate persistent . . . illegality in the carrying on, conducting or transaction of business.”

1. Violation of UBP-DERS § 2D(A)

333. The [Uniform Business Practices for Distributed Energy Resource Suppliers](#) provides, “If a DER [Distributed Energy Resources] supplier enlists a third party to assist them in marketing . . . billing, or any other activity, that DER supplier is responsible for making commercially reasonable efforts to ensure that the third party’s activities conform with the relevant regulations and requirements.” UBP-DERS § 2D(A).

334. UBP-DERS defines “Distributed Energy Resources” as “[a] broad category of resources including end-use energy efficiency, demand response, distributed storage, and distributed generation” and “Distributed Energy Resource Supplier” (“DER Supplier”) as “[a] supplier of one or more DERs that participates in

a Commission- authorized and/or utility or DSP [Distributed System Platform] - operated program or market.” UBP-DERS § 1 at 1.

335. UBP-DERS requires that entities register their operations with the PSC in order to operate as “CDG [community distributed generation] Providers” or “On-Site Mass Market DG [distributed generation] Providers.” UBP-DERS § 3A(B)(1).

336. UBP-DERS defines “CDG Provider” as, *inter alia*, “an entity . . . that is engaged in soliciting customers, members, or subscribers for a CDG project or CDG projects, through its own employees or agents, on its own behalf.” UBP-DERS § 1 at 1. UBP-DERS defines “On-Site Mass Market DG Provider” as an “entity that is engaged in soliciting mass market customers for a project or service that involves the installation of distributed generation equipment, such as solar panels, on the property of those mass market customers, through its own employees or contractors, on its own behalf rather than as a contractor.” UBP-DERS § 1 at 5.

337. Attyx operated as a DER Supplier in New York at all times relevant to this Complaint.

338. Beginning in June 2025, if not earlier, LGCY operated in New York as a DER Supplier – specifically, a CDG Provider and/or On-Site Mass Market DG Provider – despite not having registered such status with the PSC.

339. Beginning in June 2025, if not earlier, Attyx enlisted LGCY, a third party, to assist it in ongoing marketing and other activities but failed to make commercially reasonable efforts to ensure that LGCY’s activities conformed with

relevant regulations and requirements, particularly LGCY's obligation to register its operations with the PSC, in violation of UBP-DERS § 2D(A).

340. Attyx engaged in such conduct with the involvement or knowledge of Young and Payne.

2. Violation of UBP-DERS § 2B(A)(9)

341. UBP-DERS also prohibits DER Suppliers from “contract[ing] with or otherwise do[ing] business with Energy Brokers and Energy Consultants” that are not registered with the [Public Service] Commission. UBP-DERS § 2B(A)(9).

342. UBP-DERS defines “Energy Broker” as a “non-utility entity that performs energy management or procurement functions on behalf of customers,” *inter alia*, and “Energy Consultant” as “any person, firm, association or corporation who acts as broker in soliciting, negotiating or advising any electric . . . contract, or acts as an agent in accepting any electric . . . contract on behalf of a DER Supplier.” UBP-DERS § 1 at 3.

343. Attyx operated as a DER Supplier in New York at all times relevant to this Complaint.

344. Beginning in June 2025, if not earlier, LGCY operated as an Energy Broker and/or Energy Consultant despite not having registered such status with the PSC.

345. Beginning in June 2025, if not earlier, Attyx repeatedly contracted with or otherwise did business with LGCY, which operated in the role of an Energy Broker and/or Energy Consultant but had not registered such status with the PSC, in violation of UBP-DERS § 2B(A)(9).

346. Attyx engaged in such conduct with the involvement or knowledge of Young and Payne.

3. Liability of Attyx's Lending Partners

347. To the extent that Solar Mosaic and WebBank hold Solar Loans issued to Attyx's customers, they are liable for the acts engaged in by Attyx because the Loan Agreements provide that the holders of such notes are subject to all claims and defenses that can be asserted against the seller of the goods or services obtained with the proceeds of the loans, and they are also liable for as parties necessary for complete relief, including in the form of rescission.

348. Accordingly, Defendants are liable for repeated and/or persistent illegality in violation of Executive Law § 63(12).

PRAYER FOR RELIEF

WHEREFORE, the People of the State of New York respectfully request that the Court issue an order and judgment:

- a. Permanently enjoining Defendants; their agents, trustees, employees, successors, heirs, and assigns; and any other person under their direction or control, whether acting individually or in concert with others, or through any corporate or other entity or device through which one or more of them may now or hereafter act or conduct business, from engaging in the fraudulent and illegal practices alleged herein;
- b. Ordering the rescission of all Sale Agreements between Attyx (whether under Attyx's name or any other name) and any New York consumer;

- c. Ordering the rescission of all Loan Agreements between (i) Solar Mosaic and WebBank and (ii) any New York consumer who purchased a Solar System from Attyx;
- d. Ordering the termination of any liens and Uniform Commercial Code notices imposed upon consumers or their properties in connection with Attyx's Sale Agreements or its Lending Partners' Loan Agreements;
- e. Ordering Defendants to provide an accounting (or accountings) to the NYAG collectively setting forth information including but not limited to (i) the names, addresses, phone numbers, and email addresses of all New York consumers who purchased Attyx Solar Systems or who contracted with Attyx for the installation of Solar Systems; (ii) the dates of all Sale Agreements between Attyx and such consumers; (iii) a description of the work performed by Attyx for each consumer, including any Solar System or non-solar home improvement work; (iv) as stated in each Sale Agreement, the "total cost" or "System Cost," the amounts of all government incentives, the amounts of all undisclosed Loan Surcharges and any other undisclosed charges, and the amounts of all undisclosed costs for roofing, HVAC, and other non-solar home improvement work; (v) identification of all Lending Partners and lenders involved with the issuance of Solar Loans to such consumers; (vi) the dates of all Loan Agreements between Lending Partners and consumers; (vii) all values stated in truth-in-lending disclosures in Lending Partners' Loan Agreements; (viii) the dates and amounts of all moneys collected or received by to Attyx from consumers and from its Lending Partners in connection with Attyx's sale of Solar Systems and non-solar home improvement work,

including identification of the relevant consumers and Lending Partners; (ix) the dates and amounts of all moneys collected or received by Lending Partners from consumers pursuant to Loan Agreements; and (x) all current holders of the Solar Loans, to the extent known;

f. Ordering Defendants to pay restitution and damages, in an amount far over \$500,000 and potentially as high as \$275 million, to consumers in the amounts of all moneys collected or received from New York consumers by Attyx and its Lending Partners in connection with their sale or financing of Solar Systems;

g. Ordering Attyx, Young, and Payne to pay civil penalties and supplemental civil penalties to the NYAG pursuant to General Business Law §§ 349-c and 350-d;

h. Ordering Defendants to remove free of charge all Attyx Solar Systems from the homes of all New York consumers who elect such relief and to repair any damage caused by the presence or removal of the Solar Systems;

i. Ordering Defendants to disgorge all profits from the fraudulent and illegal practices alleged herein;


j. Awarding to the NYAG, pursuant to New York Civil Practice Law and Rules § 8303(a)(6), costs in the amount of \$2,000 against each Defendant; and

k. Granting such other and further relief as the Court deems just and proper.

Dated: March 17, 2026
New York, New York

Respectfully submitted,

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