

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

PIERRE SOLIDE, individually and
behalf of all others similarly situated,

Plaintiff,

v.

VISION SOLAR, LLC, and
VISION SOLAR FL, LLC,

Defendants.

Civil Action No.

**CLASS ACTION COMPLAINT
AND JURY DEMAND**

CLASS ACTION COMPLAINT

Plaintiff Pierre Solide (“Plaintiff”), individually and on behalf of the other members of the Nationwide Class or Statewide Class defined below (“the Class”) bring this Class Action Complaint (“the Complaint”) against Defendants Vision Solar, LLC and Vision Solar FL, LLC (“Vision Solar” or “Defendants”) arising from Defendants’ practice of systemically, repeatedly and continually 1) failing to install solar energy systems according to electrical codes; 2) failing to obtain the necessary permits for installing solar energy systems; and/or 3) failing to install solar energy systems that are operable and produce energy.

As a result of Defendants’ wrongful conduct, Plaintiff and the Class have uniformly suffered quantifiable financial harm in the amount 1) paid to their electric utility companies for energy that their solar energy systems would have produced if

the systems had been operable and produced energy; 2) for lost credits from their electric utility company for energy produced by their PV systems flowing into the power grid through net-metering; and/or 3) the amount paid to third-party solar contractors to complete, service and/or repair the inoperable solar energy systems installed by Defendants.

NATURE OF THE ACTION

The solar energy industry is fraught with egregious wrongful conduct resulting in harmed consumers with no recourse.

1. A year-long investigation into the solar industry by consumer watchdog group Campaign for Accountability (“CfA”) revealed:

Unscrupulous actors have exploited vulnerable populations, preying on the elderly and those on fixed-incomes. Companies have misled consumers about the true costs of installing solar panels, provided shoddy craftsmanship, and left homeowners with higher utility costs, all while forcing them to sign unconscionable contracts that leave little possibility of recourse.¹

2. The CfA report further found:

American consumers identified numerous companies that provided poor or inadequate service, falsely represented the savings the customers would realize from solar power, lured them in with low price quotes that later proved to be false, required them to sign confusing contracts, and/or performed shoddy installation of the solar panels.²

3. In a Federal Trade Commission workshop focused on the solar energy

¹ *What Consumer Complaints Reveal about the Solar Industry*, Campaign for Accountability, <https://campaignforaccountability.org/work/what-consumer-complaints-reveal-about-the-solar-industry/> (Last visited September 28, 2023).

² *Id.*

industry, the Consumers Union reported that consumers are facing challenges that include “dealing with bad actors, and those are things like fraud, misrepresentation...”³

4. On January 31, 2023, WPEC CBS12 News in West Palm Beach reported on Vision Solar “starting solar projects, then walking away without connecting the panels to the grid, or securing the proper permits.”⁴

5. The WPEC CBS12 News story further reported that Vision Solar installed a solar energy system for a Deerfield Beach homeowner in August 2021, but the system had never been turned on or connected to the power grid because Vision Solar had not obtained the proper permits.⁵

6. The WPEC CBS12 News story also reported that a Boca Raton homeowner had paid \$40,000 to Vision Solar for a solar energy system that had not been turned on a year and a half after installation because Vision Solar had failed to obtain the proper permits, “making his installation illegal.”⁶

7. Palm Beach Building Official Doug Wise commented on the story:

³ *Something New Under the Sun: Competition & Consumer Protection Issues in Solar Energy*, Federal Trade Commission Solar Energy Workshop, p. 4, https://www.ftc.gov/system/files/documents/videos/something-new-under-sun-competition-consumer-protection-issues-solar-energy-workshop-part-4/ftc_solar_energy_workshop_-_transcript_segment_4.pdf (Last visited September 28, 2023).

⁴ *I-Team: Customers stuck paying for non-working, unpermitted solar panel*, <https://cbs12.com/news/local/i-team-vision-solar-panels-permits-south-florida-deerfield-beach-scam-1-31-2023> (Last visited September 28, 2023).

⁵ *Id.*

⁶ *Id.*

“It’s competitive advantage...They can sell the job and walk away. The problem is the homeowner ends up holding the bag particularly when there aren't permits.”⁷

8. On June 14, 2023, USA Today reported that Vision Solar had defrauded thousands by failing to obtain the proper permits before installing panels, resulting in homeowners paying for solar energy systems that are not connected to the power grid.⁸

9. The aforementioned consumer watchdog reports, government agency forum, and news media coverage are a fraction of the information evidencing an epidemic across Florida and the U.S. involving solar companies, including Vision Solar, breaching contracts and defrauding consumers.

In the present action, Defendants’ wrongful conduct has caused quantifiable financial harm to Plaintiff.

10. On July 10, 2021, Plaintiff contracted with Defendants to install an 8.16 kW solar energy system or photovoltaic system (“PV system”) consisting of 23 Longi solar panels or photovoltaic panels (“PV panels”) on Plaintiff’s single-family home in Orlando, Orange County, Florida.

11. The Residential Sales Agreement (“the Agreement”) entered into by Plaintiff and Defendants set forth the contractual terms. The Agreement provided,

⁷ *Id.*

⁸ *New Jersey solar company allegedly pressured vulnerable populations into contracts for 'a shoddy product'*, USA Today, <https://www.usatoday.com/story/money/2023/04/10/vision-solar-panel-lawsuit/11600307002/> (Last visited September 28, 2023).

among other things, that “[a]ll work performed by Vision Solar will be done in accordance with local, state and national electrical codes”:⁹

9. All work performed by Vision Solar will be done in accordance with local, state, and national electrical codes.

12. The Agreement provided that Defendants would be responsible for obtaining all permits to install the system:¹⁰

3.3. Vision Solar is responsible for obtaining any/all necessary Federal, State, and/or local permits and/or licenses (and any fees associated therewith) for the operation of Purchaser’s PV System as described herein.

13. Addendum A (“the Addendum”) to the Agreement further provided that “Seller shall be responsible for conforming to all building, labor or fire regulations and for obtaining any permits required by state or municipal law concerning the installation and operation of the subject system”:¹¹

9.1.8. Seller shall be responsible for conforming to all building, labor or fire regulations and for obtaining any permits required by state or municipal law concerning the installation and operation of the subject system. Furthermore, in the event that approval of the system by any governmental agency is required, Seller shall furnish to Purchaser, without additional charge, a completed set of plans and specifications for the system. Seller shall perform any additional services that may be required to enable Purchaser to obtain such approval and Purchaser shall pay the costs of labor and material and other expenses incurred in performing such additional work to Seller.

14. The Agreement provided that the *mechanical* installation of the System would be “performed in a professional manner” and “exhibit good workmanship”:¹²

2.1.1. The mechanical installation of your System will be performed in a professional manner and will exhibit good workmanship. Through a coordinated schedule and pre-established work scenario, Vision Solar will predict and prepare for the necessary manpower requirements and arrange on-site job activities accordingly.

⁹ *Vision Solar Residential Sales Agreement*, p. 1.

¹⁰ *Id.*, pp. 3-4.

¹¹ *Addendum A*, p. 4.

¹² *Vision Solar Residential Sales Agreement*, p. 2.

15. The Agreement provided that the *electrical* installation of the System would be “performed in a professional manner” and “exhibit good craftsmanship”.¹³

2.2.1. The electrical installation will be performed in a professional manner and will exhibit good craftsmanship. All wiring materials shall be new and have the highest quality for this type work. All conduits will be plumb and parallel and installed in a professional manner.

16. In the Addendum, Defendants provided warranties for the installation. In particular, the Addendum provided that “the System will be free from defects in workmanship...for a period of ten (1) years.”¹⁴

6.2. Your System and installation work are covered by the following limited warranties. These are the only express warranties made in connection with the system and installation work. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of system performance or merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Seller limits the duration of and remedies for such warranties to the durations and remedies described below.

System & Workmanship	Under normal use and service conditions, the System will be free from defects in workmanship or defects in, or breakdown of, materials or components for a period of ten (10) years from the date of installation. Warranties offered by the manufacturer, and the remedies provided thereunder, with respect to those items identified on the PV Equipment List contained on page 1 of the Agreement are limited to those terms and conditions as provided by the product manufacturer.
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17. Defendants installed Plaintiff’s PV system on July 22, 2021.

18. Shortly thereafter, Defendants informed Plaintiff that the installation of the PV system was “complete.”

19. On January 6, 2022—over five (5) months after Defendants had allegedly completed the installation—an Orange County inspector came to

¹³ *Id.*

¹⁴ *Id.*

Plaintiff's home, inspected the system, and reported to Plaintiff that the PV system failed inspection.

20. Plaintiff promptly reported the inspection failure to Defendants.

21. Approximately fourteen (14) days later, Defendants came to Plaintiff's home and Plaintiff provided Defendants with the documents prepared by the Orange County inspector, stating the reasons for the failed inspection.

22. Importantly, only upon passing inspection, Plaintiff's electric utility company, Duke Energy, would be able to install a bi-directional meter that allows for net metering, a billing process which allows homeowners to receive credit from their electric utility companies for energy produced by the homeowners' PV systems that flows into the power grid.

23. After Defendants left Plaintiff's home, the system remained inoperable.

24. On January 27, 2022, an Orange County inspector came to Plaintiff's home to inspect the PV system and reported, again, to Plaintiff that the PV system failed inspection.

25. During 2022 and 2023, Plaintiff attempted to contact Defendants repeatedly to report that his PV system remained inoperable.

26. Defendants were repeatedly unresponsive to Plaintiff's complaints. Subsequently, Plaintiff contacted the financing company that had provided the loan

for the PV system. Upon information and belief, the financing company then contacted Defendants regarding Plaintiff's PV system, which remained inoperable.

27. In July 2023, an independent solar contractor inspected Plaintiff's PV system [without attempting to repair the system or perform any work on the system], reviewed available documents, and observed the following:

a. **The PV system violated electrical codes and failed to pass inspection on January 6, 2022 and January 27, 2022.** Incorrect fuses and an incorrect interconnection breaker had been installed. The plans call for a 40 amp breaker in the main panel and 40 amp fuses in the AC disconnect. The installed breaker was a 35 amp breaker and the installed fuses were 35 amp fuses. In addition, the labels on the inverter and AC disconnect that identify system voltages and currents had erroneous information: the plans and the inverter specification sheet state that the inverter has a maximum AC current output of 25 amps while the inverter was incorrectly labeled "45 amps" and the AC disconnect was incorrectly labeled "35 amps." For the final inspection to pass, the area around and in front of the electrical and solar equipment needs to be accessible, with required clearances of at least 36", and those requirements were not met.

b. **A permit was not obtained when the PV system was installed.**
The system was installed on July 22, 2021. The Permit Application is dated

August 10, 2021, with the Plaintiff's digital signature dated September 24, 2021. The Notice of Commencement was signed by Plaintiff on August 9, 2021. The Permit Application was then recorded and filed on August 10, 2021, and stamped by the building department on January 3, 2022 with the permit issued on December 15, 2021.

c. **The PV system is inoperable and does not produce energy.**

The system is "ON" but not producing energy because it is in "Standby Mode", which is normal for a system that has not been fully approved to operate by the electric utility company. The system had been set to produce energy for only 5 minutes for testing on the day of installation; it was then set to "Standby Mode" and has remained in that state.

28. Since September 2021, **Plaintiff has paid \$158.83 per month on the loan for an inoperable solar energy system.**

29. Plaintiff's average electric bill is approximately \$260 per month. Over the last two (2) years, Plaintiff has paid over \$5,000 for energy that would have been produced by the PV system if it had functioned as Defendants represented.

30. To date and over two (2) years after executing the Agreement, Plaintiff's system has not passed inspection, is inoperable, and a bi-directional meter has not been installed that will allow Plaintiff the benefits of net metering.

31. In summary, Plaintiff has suffered quantifiable financial harm because he 1) has paid to his electric utility company over \$5,000 for energy that PV system would have produced if the system had been operable and produced energy; 2) has not received credit from his electric utility company for energy produced by his PV system flowing into the power grid through net-metering; and 3) will have to pay a third-party solar contractor to complete, service and/or repair his inoperable PV system.

PARTIES

Plaintiff

32. Plaintiff Pierre Solide (“Solide” or “Plaintiff”) is a citizen of Florida and resident of Orlando, Orange County, Florida.

33. As set forth above, Plaintiff contracted with Defendants in July 2021 to install a PV system that has remained inoperable for over two (2) years after failing two inspections.

Defendant

34. Defendant Vision Solar, LLC is a New Jersey corporation with a principal place of business located at 501 Route 168, Blackwood, New Jersey 08012.

35. Defendant Vision Solar FL, LLC is a New Jersey corporation with a principal place of business located at 501 Route 168, Blackwood, New Jersey 08012

and a registered agent located at API Processing – Licensing, Inc., 3419 Galt Ocean Dr., Suite A, Fort Lauderdale, Florida 33308.

36. Defendants Vision Solar, LLC and Vision Solar FL, LLC will be collectively referred to as “Vision Solar” or “Defendants”.

37. Vision Solar is a solar energy company that represents itself as having “a team of expert installers and premier customer service” for the installation of solar panels on residential homes in Arizona, Connecticut, Florida, Massachusetts, Pennsylvania, Texas, and New Jersey.¹⁵

JURISDICTION AND VENUE

38. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d) because at least one Class Member is of diverse citizenship from Defendants, there are more than 100 Class Members, and the aggregate amount in controversy exceeds \$5,000,000 exclusive of costs and interest.

39. This Court has personal jurisdiction over Defendants because Defendants’ contacts with the State of Florida are systematic, continuous, and sufficient to subject it to personal jurisdiction in this Court. Specifically, Defendants purposefully availed themselves of the privilege of conducting business in the forum state by advertising and selling solar energy systems within the forum state.

¹⁵ *Vision Solar home page*, <https://visionsolar.com/> (Last visited September 28, 2023).

Additionally, Defendants have maintained systematic and continuous business contacts within the forum and are registered to conduct business in the State.

40. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events and/or omissions giving rise to Plaintiff's claims occurred within this District. Defendants have marketed, advertised, and sold PV systems and otherwise conducted extensive business within this District.

41. Plaintiff Pierre Solide, as well as many other Class Members, purchased their PV systems from Defendants' agents and offices located in this District.

FACTS COMMON TO ALL COUNTS

Plaintiff and the Class contracted with Defendants for the purchase and installation of PV systems and Defendants breached their contractual agreements with Plaintiff and the Class.

42. Plaintiff and the Class uniformly contracted with Defendants for the purchase and installation of residential solar energy systems ("PV systems").

43. Defendants represented to Plaintiff and the Class that Defendants would install their PV systems according to local, state, and national electrical codes.

44. Defendants represented to Plaintiff and the Class that Defendants would obtain the necessary permits for installing the PV systems.

45. Defendants represented to Plaintiff and the Class that Defendants would install PV systems that would be free from defects in workmanship and be operable and produce energy.

46. Plaintiff and the Class relied on Defendants' representations that Defendants would install PV systems according to local, state and national electrical codes in deciding to contract with Defendants for the purchase and installation of their systems.

47. Plaintiff and the Class relied on Defendants' representations that Defendants would obtain the necessary permits for installing PV systems in deciding to contract with Defendants for the purchase and installation of their PV systems.

48. Plaintiff and the Class relied on Defendants' representations that Defendants would install PV systems that were operable and produced energy in deciding to contract with Defendants for the purchase and installation of their PV systems.

49. Defendants breached their contractual agreements with Plaintiff and the Class by:

- a. failing to install PV systems according to to electrical codes;
- b. failing to obtain the necessary permits for installing PV systems;

and/or

- c. failing to install PV systems that were operable and produced energy.

50. Plaintiff and Class Members have suffered quantifiable harm because Plaintiff and Class Members were deprived of the use of their systems.

51. Plaintiff and Class Members have been forced to pay the full amount of their electric bills **and** their monthly loan payments for their systems while the systems are inoperable and not producing energy.

52. Plaintiff and Class Members have not been allowed the benefits of net metering, a billing process which allows homeowners to receive credit from their electric utility companies for energy produced by the homeowners' PV systems that flows into the power grid.

53. Plaintiff and Class Members have paid, or will have to pay, third-party solar contractors to complete, service, and/or repair the inoperable PV systems installed by Defendants.

54. In summary, Plaintiff and the Class have suffered quantifiable financial harm in the amount 1) paid to their electric utility companies for energy that their PV systems would have produced if the PV systems had been operable and produced energy; 2) for lost credits from their electric utility companies for energy produced by their PV systems flowing into the power grid through net-metering; and/or 3) the amount paid to third-party solar contractors to complete, service, and/or repair the inoperable PV systems installed by Defendants.

Defendants' wrongful conduct has been uniformly directed toward a Nationwide Class or State Class.

55. Defendants’ wrongful conduct is systemic, continuous and repetitive, and Defendants have uniformly directed their wrongful conduct toward a Nationwide Class or State Class.

56. The Better Business Bureau has given Defendants 1.2 stars out of 5 stars, and an “F” rating:¹⁶

Customer Reviews



Average of 268 Customer Reviews

[Read Reviews](#)

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BBB Rating & Accreditation



THIS BUSINESS IS NOT BBB
ACCREDITED

57. In addition, the Better Business Bureau website shows 645 complaints against Defendants in the last 3 years, with 361 complaints in the last 12 months¹⁷:

¹⁶ *Better Business Bureau website*, Business Profile page, <https://www.bbb.org/us/nj/blackwood/profile/solar-energy-contractors/vision-solar-llc-0221-90189152> (Last visited September 28, 2023).

¹⁷ *Id.*

Customer Complaints

645 complaints closed in last 3 years

361 complaints closed in last 12
months

[Read Complaints](#)

58. On the Better Business Bureau website, hundreds of putative Class Members have posted complaints evidencing that Defendants systemically, repeatedly, and continually 1) failed to install PV systems according to electrical codes; 2) failed to obtain the necessary permits for installing PV systems; and/or 3) failed to install install PV systems that are operable and produce energy.¹⁸

59. On August 30, 2023, a putative Class Member complained that Vision Solar “did not have proper permits to do the job”, “this causes delays”, and “I have had panels up for well over a year that were unable to be used”:

¹⁸ *Id.*



Initial Complaint
08/30/2023

Complaint Type: Guarantee/Warranty Issues
Status: Answered

vision solar installed a new roof, and solar panels. they did not have proper permits to do the job when they stated. so basically they do the work fast so they can collect your money, but dont have proper permits yet. this causes delays in the prosses. i have had panels up for well over a year that were unable to be used. now everything is in place, they should work but. I have to wait for them to come start them up. i asked for them to start my warranty once the panels are functional, butbthe refused say it starts when installed. so ive lost a year and a half of warranty just sitting idle. also the salesman lied about how the tax credit worked. i was told by the salesman the I would receive just uneder \$18000 on my 2022 income taxes. that i would take and apply to my loan, making it a much more manageable payment. total liers and awful business practice. ***** has a group of other victims of this compony.

60. On August 28, 2023, a putative Class Member complained that Vision Solar installed a PV system that “failed inspection and still has not been turned on” and “[i]t has been 14 months with no service”:



Initial Complaint
08/28/2023

Complaint Type: Problems with Product/Service
Status: Answered

We contracted Vision Solar to install and run functioning solar panels on our house. We signed the contract in July 2022. They installed the panels but failed inspection and still have never been turned on. We were promised 6-8 weeks. It has been 14 months with no service. We have repeatedly called them and get no response in return. No answers as to when our service will be turned on. Please help us.

61. On August 23, 2023, a putative Class Member complained that “[i]t’s now been a year and a half since the solar panels have been installed. They still have not been inspected or connected to the grid”:



Initial Complaint
08/23/2023

Complaint Type: Problems with Product/Service
Status: Answered ?

This is a follow up to my last complaint. It's now been a year and a half since the solar panels have been installed. They still have not been inspected or connected to the grid. I have telephoned vision Solar several times and they keep telling me the same thing that they are waiting for parts. Well, does it take a year and a half to get the parts? I don't think so. Every time I call I don't get a definitive answer. My project manager keeps changing they are never available and they don't call me back. Their boss, a woman named ***** (I suspect this is a fictitious name), is also never available. I leave messages and she NEVER returns my call. What kind of a scam did I get evolved in? Oh! By the way they never give out their last names. What I want now is for them to remove the panels and equipment and fix damage they caused to my roof. My next step is a lawyer.

62. On August 14, 2023, a putative Class Member complained that Florida Power & Light (“FPL”) had “red flagged” the work done by Vision Solar because it was “a fire hazard”:



Initial Complaint
08/14/2023

Complaint Type: Problems with Product/Service
Status: Answered ?

I have been dealing with Vision Solar for almost 3 years. I had to come to the BBB before to get Vision Solar to communicate. No one calls back, no one knows what is going on. **** who used to work there im guessing doesn't since he is no longer explaining anything. I had to call because FPL came to inspect the work done by Vision Solar techs. They crammed a bunch of wire into a box that is solely for FPL equipment. On Monday June 12th FPL came out to inspect the work done and flagged it as a danger. Two weeks ago I recieved a letter from FPL letting me know that the issue needs to be dealt with or they were coming to shut the power off because it is a fire hazard. I contacted Vision Solar the young lady sent a message to the service **** and I have not heard anything since. Today 2 gentlemen show up to work on the issue, but then at 11:40am tell my mom that they need to go to ***** and have not returned some 2 and a half hours later. This business needs to get the job done and done right. And learn to communicate. They don't tell me anything like that they are sending out techs to the house. I have a family member in the hospital my mom who is home was about to leave when they showed up because no one called to let us know that they were coming. I want them to finish the job and finish it properly.

63. On August 9, 2023, a putative Class Member complained “[i]mproper installation of solar panels. RED tagged by county inspectors”, county inspector

stated the panels “were improperly installed”, and Vision Solar remained unresponsive:



Initial Complaint
08/09/2023

Complaint Type: Problems with Product/Service
Status: Answered ?

Improper installation of solar panels. RED Tagged by county inspectors. Have attempted to contact through phone calls, text messages and emails with no response. install took place on 05/10/2023. On 07/07/2023 the county inspector conducted an inspection of the panels and stated "That the panels were improperly installed and that the shingles were not reinstalled properly and the holes that were drilled were not sealed". Subsequently he RED TAGGED the installation. I then contacted ***** at Vision Solar and she stated due to the issues I was to receive my payment back and that she would contact the service department to set up a ***** for the repairs. To date have not been contacted by ***** nor anyone in their service department. If repairs are not completed to the roof of my home there will be water damage due to rain leakage.

64. On August 7, 2023, a putative Class Member complained that his/her PV system had been inoperable for two (2) months, he/she was making payments on both the PV system and the electric bill, and Vision Solar remained unresponsive:



Initial Complaint
08/07/2023

Complaint Type: Problems with Product/Service
Status: Answered ?

I have two solar grids that I leased from Vision Solar. One is 35 panels and the other is 13 panels. The 35 panel grid is currently giving an error: "This Microconverter Is ***** To The Gateway". I called to report the problem 2 months ago and I'm still waiting for a repair person to come out to fix. At one point, they said it was scheduled for 7/31/23, but no one showed up. Today I called again and they said "its on their radar". Because it's leased equipment, I'm at their disposal for getting the equipment fixed. This is the 2nd straight summer that I'm having this same issue. Last summer it took them 3 months to come out and provide a fix. The summer months are when you're supposed to be collecting energy to carry you through the year. I have not been able to have that experience with this company. Even with 48 panels, I've yet to have a month where I didn't also have a ***** to pay. I've tried to escalate the issue, with no help. My experience with Vision Solar has been nothing but frustration. I am seeking to have the repair that is needed to be completed. I'm also seeking reimbursement for my lease payments for the past 2 months during which time we have not had solar collecting.

65. On August 3, 2023, putative Class Members complained “[w]e have been waiting for Vision Solar to complete the solar panel project. We have not been able to use our panels since they have been installed” in November 2021:



Initial Complaint
08/03/2023

Complaint Type: Problems with Product/Service
Status: Answered

We have been waiting for Vision Solar to complete the solar panel project. We have not been able to use our panels since they have been installed [installation was Nov 2021]. We were told we would get reimbursed for the payments we have made to the financing company and we have not received any reimbursements yet.

66. On July 13, 2023, a putative Class Member complained that “Vision Solar installed the panels in December of 2021. To this date Vision Solar has not been able to pass the inspection” and “[w]e are paying the finance company 40k and also paying FPL”:



Initial Complaint
07/13/2023

Complaint Type: Problems with Product/Service
Status: Answered

Visin Solar installed the panels in December of 2021. To this date Vision Solar has not been able to pass the inspection with the *****. They keep telling me that it will happen soon. This installation is dragging since 2 years now. We are paying the finance company 40k and also paying FPL. Hope they complete the project ASAP

67. On July 12, 2023, a putative Class Member complained that after Vision Solar’s numerous delays in completing the installation of the PV system, “[w]e are now being billed for a system that is completely non-functional”:



Initial Complaint
07/12/2023

Complaint Type: Problems with Product/Service
Status: Answered ?

My husband and I met with salesmen from Vision Solar LLC on 04/22/23 in our home. They explained that they would be providing the equipment, installation and follow-up care for our Solar system. The total cost of the system would be \$67,380.00. We thought that the price was high but they assured us that would cover years of care including cleaning the panels and troubleshooting any problems they might have. They also had finance companies that could be used to keep the monthly cost low. We did feel pressure to move forward and so we did. We were told that our installation date was set for July 21st and we were ok with that since it was my husband's vacation period. Soon after we received a call stating that installation would be moved up to June 23rd. We told them that we would be at work at that time but are off on Fridays. So they scheduled us for Friday that same week. Next we get a call during the last week of May saying installer are at our home and could we get someone to let them in. We were out of town and were unable to do that, so they said they would come back on Friday. Said they would be there early between 7:30 am and 9:30 am so we came back early. They arrived late but did put the panels on the roof. We were then told that an electrician would come out to hook the panels up. That was 7 weeks ago. Multiple calls to the concierge, the salesman and anyone we could reach later, we still have no answers. We were told that install to finish was 45 to 60 days. We are now being billed for a system that is completely non-functional. We want answers and to get completion of the project that was started on June 2nd.

68. On July 7, 2023, putative Class Members complained that they had been “making payments on the panels for almost a year”, the system had failed inspection, and remained inoperable:



Initial Complaint
07/07/2023

Complaint Type: Problems with Product/Service
Status: Answered ?

Terrible company!!! We have green waiting to go live fir two years! I read the reviews and was gonna cancel then they told us everything and got the panels up on the home. Now weve been waiting for reinspection cause they placed the panels to close to fireplace. We get the run around every-time we call. They place the blame on our city inspectors. Lol he lives down the street from us so thats BS. Weve been making the payments on the panels for almost a year. They lied about tax credits and so much more.

69. On June 19, 2023, putative Class Members complained “in July 2021 we signed a contract and we still have no service, we are paying credit for panels” and after repeated attempts at communication, Vision Solar remained unresponsive:



Initial Complaint
06/19/2023

Complaint Type: Problems with Product/Service
Status: Answered

in July 2021 we signed a contract and we still have no service, we are paying credit for panels more than a year ago in addition to the *** account being that we were informed that this began once the system worked and *** accounts arrived at \$ zero, we also have a leak problem product of the installation and the company does not respond to our request, mails or anything, we need a solution

70. On June 6, 2023, a putative Class Member complained that Vision Solar installed panels in July 2022, and nearly one year later, the system was inoperable and Vision Solar was unresponsive:



Initial Complaint
06/06/2023

In May of 2022 we signed a contract for solar panels. They were installed in July 2022 and we were told we were only waiting on electric company to turn them on. We have called numerous times with the same answer. I recently started calling again on May 19, 2023 and now am being told we are waiting on Vision Solar to send a check to the city I live in. My case manager ***** said she is checking every day yet nothing is getting done. I asked to speak to her supervisor but he is never available nor does he return calls. I told ***** I want them to remove the panels, repair my roof and we can forget everything; she informed me we cannot break the contract. Here we are one year later and no resolution or call back. The "concierge" phone number is *****. I posted a review on ***** and they replied and asked me to call *****. I left a message with no return call. Please help!

71. On June 6, 2023, a putative Class Member complained that Vision Solar installed panels in April 2022, she/she was “paying for solar panels and electric bill”, over one year later the system was inoperable, and Vision Solar was unresponsive:



Initial Complaint
06/06/2023

4/22/2022 solar panels were installed, it is now 6/5/2023 still not installed and working. paying for solar panels and electric bill. I can never get a question answered, every time there is another excuse. This company will not call me back. I need solar vision to come and remove their panels. This scam people and leave them with added expenses. Now the rebate can not be file because the panels are not working. Please help

72. On June 4, 2023, a putative Class Member complained that Vision Solar installed panels in October 2022, the PV system was inoperable, and Vision Solar was unresponsive:



Initial Complaint
06/04/2023

In late October ****i had solar panels installed after installation I never heard from them so I contacted the town building inspector in willimantic ** in Mar 2023 so in April 2023 beginning of the month vision solar removed 3 panels since then I have called several times I get the same answer every time I'm trying to set up an appointment with our inspector to get it set up so the utilities company to turn the solar on I haven't heard from them in over 2 months and they never call me my electric bill is \$500 per month in my opinion they should pay me for all the months the solar wasn't turned on please help me *****

73. On June 2, 2023, a putative Class Member complained that he/she had contracted with Vision Solar to install panels in December 2020, the system was inoperable, and Vision Solar was unresponsive. Notably, this putative Class Member stated that he/she is looking for a law firm to file a class action lawsuit:



Initial Complaint
06/02/2023

I signed a contract for solar services on 12/6/2020. The solar panels and system cost well over \$40k. I have been paying on the system for over 2 years and they are yet operational as of June 2023! We've called the company more than 50 times and have been working for 2.5 years to get Solar Vision to finish the job. I am currently looking for a law firm to file a class action lawsuit as this is unacceptable.

74. On May 30, 2023, a putative Class Member complained that his/her system became inoperable in December 2022, to date the system remained inoperable, and Vision Solar was unresponsive:



Initial Complaint

05/30/2023

In December of 2022 we began to have issues with Vision Solar. To date our Solar System still does not work and we now have a tool leak where the solar system was installed. We have been calling vision Solar for over 30 days trying to get their service department to come out and fix the solar system and the roof leak and can not get an appointment.

75. On May 23, 2023, a putative Class Member complained that Vision Solar installed solar panels in November 2020 and the system was inoperable. Notably, this putative Class Member stated that the system had still not passed inspection:




Initial Complaint

05/23/2023


I signed a contract with IGS/Vision Solar 8/2020. Vision Solar installed solar panels on my roof 11/2020. To date (5/23/2023) I still do not have a functioning solar panel system: it still hasn't had final inspection and is not turned on. 2 1/2 years of missing out on reduced electrical charges. Most components of the installation process had to be redone numerous times (collar ties in my attic took 4 visits, electrical took at least 6 visits). At this point, I have been told by each crew that has come to perform service what is wrong with my system but they are not allowed to correct it therefore I need to continuously call to try to have issues resolved. The latest issue is that the cords installed under each panel on the roof are hanging down - they are supposed to be installed flush underneath each panel. Additionally, a critter guard should have initially been installed to prevent birds from nesting under the panels: there is currently a nest built under there. No consumer should have to wait YEARS for a service they signed up for to be completed and activated. I wish there was a way out and they would come remove the entire system completely. since they have stated that is not an option, I do not feel I should have to pay for the first few years of service once these panels are activated.

76. On May 18, 2023, a putative Class Member complained that Vision Solar installed solar panels in January 2023, the system was inoperable, and Vision Solar was unresponsive. Notably, this putative Class Member stated that he/she may “file a lawsuit or join a class action lawsuit against Vision Solar”:

 **Initial Complaint**
05/18/2023

I have a contract with Vision Solar, LLC signed on 20Aug2022. The solar panels were installed on the first week of January 2023. However, it has not been connected to the grid. I spoke with one of their representatives back in January and they said that they were waiting for it to be inspected. The process can take up 8 weeks. It is now May 18,2023 and have not heard a word from Vision Solar. In fact, one of the panels have fallen off my roof and now have a leaky roof. I need Vision Solar, LLC to fix and finish what was in the contract. Otherwise, I may to file a lawsuit or join a class action lawsuit against Vision Solar,

77. On May 15, 2023, a putative Class Member complained that Vision Solar installed solar panels in April 2022, to date the system had never functioned, and Vision Solar was unresponsive.

 **Initial Complaint**
05/15/2023

Solar panels were installed in April of 2022. As of today, 5/15/23, these panels have never worked or provided any power to the system that was installed. I have committed to pay them a total of \$24,394 at \$77.46 per month. I have been paying for the system since 5/25/22 but dont feel I should be paying for solar panels that dont work. I have called many times to let them know they are not working and they need to fix the situation. Someone from Vision Solar left a msg on my answering machine that they would be there that day to check it outthat was in December of 2022. All they did was turn everything off and didnt leave me any message or a call back. The financing is thru Dividend Finance and I have threatened to stop payment but cannot do that without damaging my credit rating. I recently tried to get another reputable company to fix the system but I dont think they want to get involved and said to report the problem to you.

78. On May 12, 2023, a putative Class Member complained that Vision Solar installed solar panels in February 2023, the system was inoperable, and Vision Solar was unresponsive:



Initial Complaint

05/12/2023

Vision solar came In February 2023 8 guys came and sat on our lawn for a week Finally get the panels up Dont return to inspect for 3 months Wont return calls or voicemails Wont hook up connection Installed before taking care of plumbing issues and now have to fix those too Inspector said company is super unprofessional and can take months

79. On May 10, 2023, a putative Class Member complained that Vision Solar installed solar panels in July 2022, the system was inoperable, and Vision Solar was unresponsive:



Initial Complaint

05/10/2023

Last July 2022 Vision Solar's installation team completed a full install and test of the solar system and informed me that all that was left was a main panel upgrade. They said they'd put a permit in that Monday (this was Saturday with the install team) and within 90 days everything would be fully operational. I've been trying to be a good customer and not call often but I've called once a month since then and it's always the same, "We're waiting on the main panel upgrade. We'll reach out with you in the meantime." There's never any updates. Nobody ever reaches out. No permits were ever put in according to ***** permitting department up until last month. Now we're still waiting on a main panel upgrade or "****" as they call it. They've said they would reimburse the money I've spent on having the solar system not working but I haven't seen anything. This company has to be pulling off the largest scam I've ever seen.

80. On May 8, 2023, a putative Class Member complained that Vision Solar installed solar panels in March 2023, the system was inoperable, and Vision Solar was unresponsive. Notably, this putative Class Member stated that Vision Solar had not obtained permits and the system could not be inspected:



Initial Complaint

05/08/2023

We contracted with Vision Solar to install a solar system on our home and an adjacent outbuilding. The installation was done in March 2023, but the system is still not operational. I contacted the ***** Division to learn the status of the permits. They told me that Vision Solar had not completed the permits and the system could not be inspected or approved until the permits were completed. The telephone for Vision Solar, ***** is disconnected and the Corporate number goes to push-button h*** without any human interaction.

81. On May 8, 2023, a putative Class Member complained that Vision Solar installed solar panels in February 2022, the system was inoperable, and Vision Solar was unresponsive. Notably, Vision Solar represented that it was “working to complete the inspections”; however, this putative Class Member rejected that response stating that the system failed to pass inspection:



Initial Complaint

05/08/2023

We hired Vision Solar in the latter year of 2022 to install solar panels on our home. On February 2022 the solar company came out and installed the solar panels on our roof. We were then told the next step was for FPL to come out and change the meter. After 30 days of

not hearing from the solar company we reached out to the concierge and were told they were waiting on FPL. We believed what we were told and continued to patiently wait. At the start of this month we decided to refinance our home and noticed that the Notice of Commencement filed was not terminated. I called the concierge service again to request the termination to be told that I was still pending city inspection. At which point the project manager assigned to our file was provided to me; ***** This was the first time I had been given this information. I called ***** and she was responsive at this point and told me we still needed 2 inspections to take place; once for the solar mounting and the other for the layout. In order to complete the first inspection they will need to come back out and remove the panels off my roof. We scheduled all the inspections via telephone 2x and I confirmed via email. The day prior to my first inspection I was told that they will not be able to make it and will need to re-schedule. It's now been 3 months since the solar panels have been on my roof and nothing has been done. This in turn has hurt my refinance and I am still waiting for actual dates on when this project will be completed. Not to mention our roof was brand new and they broke about 35 tiles while installing. I will never recommend this company to any one and have buyers remorse.



Business response

05/16/2023

Vision solar has reached out to the ** and informed them that VS is working to complete their inspections and also asked for proof of VS damaging roof upon install.



Customer response

05/16/2023

Complaint: 20031248

I am rejecting this response because: I have received no assistance. My inspection failed yesterday because the drawing sent do not match what was installed. I have tried getting an update on the failed inspection and how this will be fixed and have received no answers from the Project manager nor ***** from Vision Solar.

82. On May 8, 2023, a putative Class Member complained that Vision Solar installed solar panels, the system was inoperable, and Vision Solar was unresponsive. Notably, this putative Class Member stated that the system had not been turned on after more than a year, the putative Class Member had called multiple times, and was repeatedly given the “run around” by Vision Solar:



Initial Complaint

05/08/2023

I entered into a contract with Vision Solar to install a solar system at my home on Nov 29 2001, To date (May 8th 2023) I have been paying for solar service since then and have not received the service. After the signing of the contract they quickly came and installed the panels on my roof, and also of a lesser ***** as stipulated in the contract. I am unable to make any headway with this company, and if and when they answer their phone I'm given the "RUN AROUND". I'm tired of the promises to get my system turned on. For more than a year, I've called multiple times and all I can hear is that they claim that they are going to submit design change to my county office but that's it. I HAVE BEEN RIPPED OFF. Can someone help me with this company? All I can find about them on the internet is negative reviews.

83. On May 4, 2023, a putative Class Member complained that Vision Solar installed solar panels in December 2021, the system was inoperable, and

Vision Solar was unresponsive:



Initial Complaint

05/04/2023

Vision solar on 12/16/2021 install solar panels in my house, and I still waiting to be functional, they are giving me All kind of excuses but nothing yet is happening, then on 11/06/2023 they came and take the panels out and put them on the porch of my house and still waiting for and answer to when they are going to put it back, so don't know what to do.. please let me know if I can do anything about it.. thank you

84. On May 3, 2023, a putative Class Member complained that Vision Solar installed solar panels in April 2022, the system was inoperable, and Vision Solar was unresponsive. Notably, this putative Class Member claimed that the system was installed without Vision Solar obtaining a permit:



Initial Complaint

05/03/2023

I want to re open the against Vision Solar. Our family is also a victim of Vision Solar's business practices:Timeline: January 2022: contract signed April 2022: panels installed without permit. ***** case #***** Late May 2022: Confirmed on phone with City representative that no permit was issued at that time. Emailed VS for clarification.\$136.00 automatic payments started in late June 2022 to Sunlight Financial.After no substantive response from VS, filed BBB complaint in ***** August 2022 #*****.In response to BBB case, they offered loan payment reimbursements and frequent project updates. Request for reimbursement was submitted for 4 months of payments Oct 13 2022. They have not honored either obligation.At this time panels remain inactive more than 1 year after installation.Please advise if you have interest in further information/documentation about my situation.p

85. On May 3, 2023, a putative Class Member complained that Vision Solar installed solar panels, the system was inoperable, and Vision Solar was unresponsive. Notably, this putative Class Member sought a remedy due to Vision Solar's "failure to perform" and "refusal to engage or communicate":



Initial Complaint

05/03/2023

I entered into contract with Vision Solar LLC to obtain solar equipment and services. The promise was to eliminate my bill and provide me with specified cost savings and services. However, Vision Solar has consistently failed to meet their obligations per the contract and as a consequence of Vision Solars failure to perform I have endured significant financial losses. I seek to terminate the existing contract and reimbursement for the consequential losses endured due to Vision Solars: (1) failure to perform, (2) refusal to engage or communicate, (3) and refusal to rectify the discrepancies. We have made multiple attempts to engage with Vision Solar by phone and in writing (via certified mail with delivery confirmation) and Vision Solar has consistently failed to respond. I seek the Better Business Bureaus intervention in getting this issue resolved.

86. On May 1, 2023, a putative Class Member complained that Vision Solar installed solar panels in March 2022, the system was inoperable, and Vision Solar was unresponsive. Notably, this putative Class Member stated that Vision Solar failed to obtain the necessary permits:



Initial Complaint

05/01/2023

We leased solar panels from Vision on March 14, 2022. Over a year later and days from our open house to sell our home, they still arent on. We did not find out until after the panels were installed that Vision did not get the proper permits for the job, but they went up anyway! They installed 36 panels acting like it was such a great thing to give ** extra. Now ***** is waiting for them to submit a new application since we were only approved for 30 panels. ***** came out and installed a new transformer almost a month ago to accommodate the panels they installed, but not a single person that works for Vision can seem to figure out how to resubmit a simple application through their system. *****, who is apparently our project manager **** returned any of our phone calls. **** left multiple voicemails and he always seems to be at lunch. Weve been treated poorly over the phone saying they cant do anything about it today because they close in two hours! Seems like plenty of time to me considering it may take them ***** the morning, follow up again hours later, and then by the end of the day, when weve called yet again.. they cant do anything because everyone wants to go home. Thats what they actually said! We were told 3 days ago well be assigned a new project manager. When we called today after the weekend, that was not done and were told, yet again, well assign a new project manager. We may not be able to sell our home because of the incompetence and laziness of the people who work here. They do not care about their customers. A lawyer will be contacted tomorrow morning. Seems like everyone has similar issues and cant get them resolved either. I could go on and on with the mistreatment weve received, but I think you get the picture.

87. On May 1, 2023, a putative Class Member complained that Vision Solar installed solar panels in December 2022, the system was inoperable, and Vision Solar was unresponsive:



Initial Complaint

05/01/2023

We've been waiting for our solar panels to be turned on since 12/2022. We signed a contract in 10/2022 to have them installed and working. The finance company is charging ** for panels that are not even operable. We are waiting for Vision Solar to put fuses in the panels. All Vision Solar does is pass the buck and no one calls ** back. They will not cancel the contract, but they won't get the panels working either. Can you please help ** with this? If I could afford a lawyer, I'd be using them to get out of this contract but I can't afford one. This is so wrong. It's been 7 months since contract signing and 4 months since the panels were put on but without fusers so they still don't work. Now we're being charged for a service that's not been provided.

88. On April 30, 2023, a putative Class Member complained that Vision Solar installed solar panels in November 2021, the system was inoperable, and Vision Solar was unresponsive:

**Initial Complaint**

04/30/2023

On September 2021 a young man named ***** knocked on our door selling solar panels for SOLAR VISION . Very friendly very persuasive told us we could save money on our electric bill if any issues with our roof they would fix , they would pay for our final electric bill and that we would get a tax credit of \$ ***** that we can use in 3 years time . And the installation and the solars would be up and running in three months time . He made us sign on his tablet and that we would get a copy of our contract which we never got .And he also said if we had any issues contact the concierge at VISION SOLAR and they would resolve it . They installed the solars on November 2021 they were fast with putting them up of course, so they can get paid !!! But thats all !!! They are just sitting on my roof !!! Its a year and a half later and my solars are still not turned on , Ive called numerous times and always getting some excuse or another and telling me that they would get back to me after they talk with the department that makes the appointments for there electrician and my towns electrical inspector to come and inspect the solars and to turn them on . LIES,LIES,LIES !!! Every time I call the same excuse. Now I am stuck with paying a loan of \$69,000 that they made me sign for them to get paid for the solars . I am frustrated and angry that these people lied and are still lying and arent doing anything to resolve the issue . How are these people and company allowed to do this and get away with it . They got the money , they got paid !!! they dont care !!! I cant believe how these people are lying and deceiving people and are still doing it . I want my solars turned on !!! If not I want the solars removed and for the money they got the \$69,000 to pay the loan that they made me apply and sign for . Please help me resolve this problem.

89. On April 27, 2023, a putative Class Member complained that Vision Solar installed solar panels in late 2021, the system was inoperable, and Vision Solar was unresponsive:

**Initial Complaint**

04/27/2023

I signed a contract to have solar put on my home in late 2021 and they were given permission by the town of ***** and the historic district as well in a timely manner. They came in the spring and installed the solar on the roof as the plans were agreed on within 5 hours of one day. Now my problem is they have not turned the system on yet after over a year. it has been approved by the town and electric company, there was a meter installed by Eversource and it has not registered an ounce of electrical output. Every time I call they give me the runaround but do nothing.

90. On April 23, 2023, a putative Class Member complained that Vision Solar installed solar panels in April 2022 and the system was inoperable. Notably,

this putative Class Member stated that the system had not been inspected, had not been connected to the power grid, and was in a condition that would fail, or had failed, to pass inspection:



Initial Complaint
04/23/2023

Vision Solar installed solar panels on 4/21/2022 and they still have not been inspected and hooked up to the grid. They told that they had to make an some equipment change out in order to pass inspection. How long does it take to do that? The better part of a year? This is unacceptable, therefore I want them to remove the equipment and fix the damage to the roof

91. On April 16, 2023, a putative Class Member complained that Vision Solar installed solar panels in July 2022 and that the system had failed to pass inspection for six months:



Initial Complaint
04/16/2023

A Vision Solar representative came to my home in July 22 and gave my husband and I a presentation on the benefits of solar energy. We decided to move forward on the project under the conditions that were presented in the contract - a projected start date of 9/26/22 and projected completion date of 11/26/22. As of today, 4/16/23 the system is still not operational because the installation did not pass inspection until 1/31/23 and Vision Solar did not pay the final fee to the ***** Electric to have the system converted over until 4/3/2023. The pricing we were provided included the removal of three trees which still have not been removed. During the presentation, ***** said that besides the initial credit inquiry, the solar finance contract would not affect my credit. That was untrue for two reasons - 1. they pulled my credit a second time that I did not authorize 2. It is appearing on my credit report, when I asked if it would be on my credit report ***** said no because it was considered a utility. Besides all these issues, the reason for my complaint and what I want action on is I was told I would receive a tax credit from the **** The loan documents were written up with the understanding that I would apply the tax credit to the loan balance which would reduce the amount of the loan as well as the payment. I was led to believe that I would be receiving an actual check from the *** which in turn I would use to pay down the loan and reduce the monthly amount. I filed my tax returns and the *** said we aren't able to use the full amount of the ***** Credit on our tax return this year because the amount of the credit is higher than our tax. We would not have moved forward on this contract had we known this and I asked extensive questions to both ***** and the concierge service at Vision Solar about this and they did not say there was a possibility of us not getting the tax credit. I want a credit equal to the tax credit on my account

92. On April 16, 2023, a putative Class Member complained that Vision Solar installed solar panels in September 2022 and the system was inoperable. Notably, this putative Class member stated that Vision Solar had never obtained the necessary permits to activate the system:



Initial Complaint

04/16/2023

The company installed my solar panels but never obtained the permit from FPL to activate the service . They commit a fraud with me I am paying a loan for the solar panels since last year in September 2022 . I am a senior person and I really need help with this matter . Now the Miami dade county sent me a letter telling me that company is operating with a expire permit . I am really worried about my roof that is also falling in pieces and is damage after the solar panel installation. Please help me !!

93. On April 15, 2023, a putative Class Member complained that he/she had contracted with Vision Solar to install solar panels in August 2022, the system was inoperable, and Vision Solar was unresponsive:



Initial Complaint

04/15/2023

Contracted in August of 2022 for solar panels. Project to be completed by October of 2022. Project is still not complete. Tree removal has not occurred. Panels are installed but not active. I received one email from their resolution center apologizing for the delay. There is no phone number attached to the email to even contact Vision Solar for updates. I supposedly have a project engineer assigned to the project, I have never once been able to speak with him. He left me one message but has never returned my multiple calls. I called their main number yesterday and spent 30 minutes on hold waiting for a supervisor to come to the phone. I still have not spoken to anyone who can tell me the estimated completion time of our project. I just received a notice from the company that is financing the job asking for payment on an incomplete job.

94. On April 10, 2023, a putative Class Member complained that he/she contracted with Vision Solar to install solar panels in August 2022, the system was inoperable, and Vision Solar was unresponsive. Notably, this putative Class

Member stated that Vision Solar installed the system without obtaining the necessary permits:



Initial Complaint

04/10/2023

Vison Solar is company I've been working with to install solar power. I sign the agreement in August in 2022. As of that date the company has committed multiple errors from installing without a permit, making multiple mistakes on their paperwork causing repeated delays, never communicating or following up with after multiple calls I make every week to find out what's the delay. I've been in the process of refinancing my home since Decemeber2022, the title company and my bank (***** Fargo) have also been helping me and calling me every week to get this process done. I've been in constant contact with ***** and they support claim.To be more specific, every time I'd call the company I would provide more information then the company representative knew. Often they were late and dishonest with their information as to why the situation isn't done. Between permit filed after installation, threatening penalty if I canceled the service, to improper panels needing to be reviewed to be installed, to mailing paperwork we the county literally requires documents to be submitted in person, to not calling after repeated supervisors vowed to follow-up, and their is more. At this point I'm still waiting for more information, which the solar company isn't communicating which is costing me money ever additional month they delay because of their errors and foot dragging. I have the numbers of the agents in the ***** and ***** to support my claim.

95. The above complaints from the Better Business Bureau website are a small percentage of the **hundreds of similar complaints** on that website against Defendants for the alleged wrongful conduct that is the basis of this Complaint.

96. In addition to complaints posted on the Better Business Bureau website, putative Class Members formed a Facebook group, Victims of Vision Solar, which includes 727 members¹⁹:

¹⁹ *Victims of Vision Solar Facebook page*, <https://www.facebook.com/groups/765667238061761/> (Last visited September 28, 2023).



Victims of Vision Solar

Public group · 727 members

97. The Victims of Vision Solar Facebook group page lists dozens and dozens of complaints where putative Class Members have documented Defendants' egregious wrongful conduct, including photos that support their claims.²⁰

In summary, hundreds of putative Class Members have posted online complaints evidencing that Defendants systemically, repeatedly, and continually 1) failed to install PV systems according to electrical codes; 2) failed to obtain the necessary permits for installing PV systems; and/or 3) failed to install PV systems that are operable and produce energy.

Defendants faces liability for other wrongful conduct.

98. On April 10, 2023, a putative class action was filed in the District of New Jersey, *Tom Bascetta, et al. v. Vision Solar, LLC*, case no. 1:23-cv-2010 (“the *Bascetta* case”).

99. The *Bascetta* complaint alleges that the “action arises out of Defendant Vision Solar’s fraudulent, deceptive, and unfair inducement of homeowners...to

²⁰ *Id.*

enter into agreements to purchase residential solar photovoltaic systems (“Solar Panel Systems”).”²¹

100. The *Bascetta* complaint further alleges that Vision Solar took advantage of “low-income, elderly, and disabled homeowners” by using “high-pressure sales tactics”.²²

101. However, the *Bascetta* complaint does not allege a breach of contract cause of action which is the basis of the present Complaint. Moreover, Plaintiff Pierre Solide and putative Class Members in the present action do not allege a fraudulent inducement cause of action against Vision Solar for allegedly inducing Plaintiff and Class Members into signing the Agreements to purchase PV systems, which is the basis of the *Bascetta* complaint.

102. In addition to the *Bascetta* case, on February 27, 2023, the Connecticut Attorney General filed *State of Connecticut v. Vision Solar, LLC* (“the *Connecticut AG case*”)²³.

103. The *Connecticut AG case* alleges that Vision Solar violated the Connecticut Unfair Trade Practices Act (“CUTPA”) by, among other things, making multiple, unsolicited “cold calls” to consumers; staying in consumers homes

²¹ See *Tom Bascetta, et al. v. Vision Solar, LLC*, case no. 1:23-cv-2010, [Doc. 1], at ¶ 1.

²² *Id.* at ¶ 7.

²³ See *State of Connecticut v. Vision Solar, LLC*, https://portal.ct.gov/-/media/AG/Press_Releases/2022/2023-02-27-Vision-Solar-Summons-and-Complaint.pdf (Last visited September 29, 2023).

longer than permitted; pressuring consumers to sign agreements the same day and without consulting attorneys; obscuring the effect of consumer's signatures by falsely stating or suggesting that the signature was for "preapproval" purposes; and presenting consumers with contracts or other documents on cell phones or tablets where the consumers could not easily read or evaluate the documents.

104. In summary, Defendants have demonstrated a pattern of wrongful conduct that is the basis for liability other than in the present action. Nonetheless, in this Complaint, Plaintiff and putative Class Members 1) allege causes of action and legal theories which do not fall under the penumbra of the aforementioned actions; and 2) Plaintiff and putative Class Members have interests that are not represented or protected by the aforementioned actions.

TOLLING OF THE STATUTE OF LIMITATIONS

Discovery Rule Tolling

105. Plaintiff and Class Members could not have discovered through reasonable diligence that Defendants failed to install PV systems according to electrical codes.

106. Plaintiff and Class Members could not have discovered through reasonable diligence that Defendants failed to obtain the necessary permits for installing PV systems.

107. Plaintiff and Class Members could not have discovered through

reasonable diligence that Defendants failed to install PV systems that are operable and produce energy.

108. Therefore, Plaintiff's claims and the claims of all Class Members did not accrue until they discovered Defendants' wrongful conduct.

Fraudulent Concealment Tolling

109. Throughout the time period relevant to this action, Defendants concealed and failed to disclose to Plaintiff and Class Members vital information about Defendants 1) failing to install PV systems according to electrical codes; 2) failing to obtain the necessary permits for installing PV systems; and/or 3) failing to install PV systems that are operable and produce energy.

110. Defendants kept Plaintiff and Class Members ignorant of vital information essential to the pursuit of their claims, and as a result, neither Plaintiff nor the other Class Members could have discovered Defendants' false representations and omissions, even upon reasonable exercise of diligence.

111. Prior to the date of this Complaint, Defendants knew their misrepresentations and omissions withheld vital information, but continued to make misrepresentations about material facts, or concealed material facts, from Plaintiff and the Class.

112. In doing so, Defendants concealed from or failed to notify Plaintiff and Class Members about the false and deceptive nature of Defendants'

misrepresentations and omissions to induce Plaintiff and Class Members to contract with Defendants for the purchase and installation of PV systems.

113. Plaintiff and Class Members justifiably relied on Defendants to disclose that Defendants 1) failed to install PV systems according to electrical codes; 2) failed to obtain the necessary permits for installing PV systems; and/or 3) failed to install PV systems that are operable and produce energy.

114. Defendants' misrepresentations and omissions were not discoverable through reasonable efforts by Plaintiff and Class Members.

115. Thus, the running of all applicable statutes of limitation has been tolled and suspended with respect to any claims that the Plaintiff and the other Class Members have sustained as a result of Defendants' misrepresentations and omissions by virtue of the fraudulent concealment doctrine.

Estoppel

116. Defendants were under a continuous duty to disclose to Plaintiff and Class Members that Defendants 1) failed to install PV systems according to electrical codes; 2) failed to obtain the necessary permits for installing PV systems; and/or 3) failed to install PV systems that are operable and produce energy.

117. Defendants actively concealed these material facts from Plaintiff and Class Members.

118. Plaintiff and Class Members reasonably relied upon Defendants knowing and actively concealing these material facts.

119. Defendants are accordingly estopped from relying on any statute of limitations in defense of this action.

CLASS ACTION ALLEGATIONS

120. Pursuant to Fed. R. Civ. P. 23, Plaintiff brings this action on behalf of himself and on behalf of a Nationwide Class, defined as:

Nationwide Class

All persons and entities within the United States (including its Territories and the District of Columbia) who contracted with Defendants for the installation of PV systems where Defendants 1) failed to install PV systems according to electrical codes; 2) failed to obtain the necessary permits for installing PV systems; and/or 3) failed to install PV systems that are operable and produce energy.

121. In the alternative to the Nationwide Class, and pursuant to Fed. R. Civ. P. 23(c)(5), Plaintiff seeks to represent the following State Class as well as any subclasses or issue classes as Plaintiff may propose and/or the Court may designate at the time of class certification:

Florida Class

All persons and entities within the State of Florida who contracted with Defendants for the installation of PV systems where Defendants 1) failed to install PV systems according to electrical codes; 2) failed to obtain the necessary permits for installing PV systems; and/or 3)

failed to install PV systems that are operable and produce energy.

122. Excluded from all classes are Defendants, as well as Defendants' employees, affiliates, officers, and directors, and the judge and court staff to whom this case is assigned.

123. Plaintiff reserves the right to modify and/or add to the Nationwide and/or State Class prior to class certification.

Fed. R. Civ. P. 23(a) Prerequisites

124. **Numerosity.** Both the Nationwide Class and State Class are so numerous that joinder of all members is impracticable. Although the precise number of Class Members is unknown and is within the exclusive control of Defendants, upon information and belief, Defendants' wrongful conduct as set forth above was directed at thousands of Class Members in the United States, including hundreds in the State of Florida.

125. **Commonality.** The claims of Plaintiff and the Nationwide Class and State Class involve common questions of fact and law that will predominate over any individual issues. These common questions include, but are not limited to:

a. Whether Defendants knew or should have known that their representations that they would install PV systems according to electrical codes were false and deceptive;

b. Whether Defendants knew or should have known that their

representations that they would obtain the necessary permits for installing PV systems were false and deceptive;

c. Whether Defendants knew or should have known that their representations that they would install PV systems that were operable and produce energy were false and deceptive;

d. Whether reasonable consumers would have refused to contract with Defendants if they had known that Defendants would engage in the fraudulent, unfair, and deceptive practice of failing to install PV systems according to electrical codes;

e. Whether reasonable consumers would have refused to contract with Defendants if they had known that Defendants would engage in the fraudulent, unfair, and deceptive practice of failing to obtain the necessary permits for installing PV systems;

f. Whether reasonable consumers would have refused to contract with Defendants if they had known that Defendants would engage in the fraudulent, unfair, and deceptive practice of failing to install PV systems that were operable and produce energy;

g. Whether Defendants' practice of misrepresenting that Defendants would install PV systems according to electrical codes was to deceive Plaintiff and the Class, resulting in additional profits for Defendants;

h. Whether Defendants' practice of misrepresenting that Defendants would obtain the necessary permits for installing PV systems was to deceive Plaintiff and the Class resulting in additional profits for Defendants;

i. Whether Defendants' practice of misrepresenting that Defendants would install PV systems that were operable and produce energy was to deceive Plaintiff and the Class resulting in additional profits for Defendants;

j. Whether Defendants had a duty to disclose that their practice of misrepresenting that Defendants would install PV systems according to electrical codes was false and deceptive;

k. Whether Defendants had a duty to disclose that their practice of misrepresenting that Defendants would obtain the necessary permits for installing PV systems was false and deceptive;

l. Whether Defendants had a duty to disclose that their practice of misrepresenting that Defendants would install PV systems that were operable and produce energy was false and deceptive;

m. Whether Defendants omitted, actively concealed, and/or failed to disclose material facts about their failure to install PV systems according to electrical codes;

n. Whether Defendants omitted, actively concealed, and/or failed to disclose material facts about their failure to obtain the necessary permits for installing PV systems;

o. Whether Defendants omitted, actively concealed, and/or failed to disclose material facts about their failure to install PV systems that were operable and produced energy;

p. Whether this concealment of material facts would have induced reasonable consumers to act to their detriment by willingly contracting with Defendants for the installation of PV systems;

q. Whether Defendants' conduct constitutes a breach of contract with Plaintiff and the Class;

r. Whether Plaintiff and the other Class Members are entitled to equitable relief, including, but not limited to, restitution and injunctive relief; and

s. Whether Plaintiff and the other Class Members are entitled to damages and other monetary relief and, if so, in what amount.

126. **Typicality.** Plaintiff's claims are typical of a Nationwide Class and a State Class Member's claims. As described herein, Defendants 1) failed to install PV systems according to electrical codes; 2) failed to obtain the necessary permits for installing PV systems; and/or 3) failed to install PV systems that are operable

and produce energy.

127. Plaintiff and Class Members have been damaged by Defendants' wrongful conduct. Plaintiff and Class Members have incurred similar or identical losses related to Defendants' wrongful conduct as set forth above. Furthermore, the factual basis of Defendants' wrongful conduct is common to all Class Members and represents a common thread of misconduct resulting in injury to all Class Members.

128. **Adequacy.** Plaintiff will fully and adequately represent and protect the interests of the Nationwide Class or State Class because he shares common interests with Class Members as a result of Defendants' wrongful conduct.

129. Plaintiff has retained counsel with experience in complex, commercial, multiparty, mass tort, consumer, and class action litigation. Plaintiff's counsel have prosecuted complex actions, including those involving consumer fraud and unfair and deceptive business acts and practices, in state and federal courts across the country.

130. Plaintiff and his counsel are committed to vigorously prosecuting this action on behalf of the Class and have the financial resources to do so. Neither Plaintiff nor his counsel have interests adverse to those of the Class.

Fed. R. Civ. P. 23(b) Prerequisites

131. Defendants have acted or refused to act on grounds generally applicable to all the members of the Class, thereby making final injunctive relief or declaratory relief concerning the Class as a whole appropriate.

132. **Predominance.** Questions of law and fact common to the Nationwide Class and State Class, including those listed above, predominate over questions affecting individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Individual damages on the matter can be readily calculated. Thus, the question of individual damages will not predominate over legal and factual questions common to the Nationwide Class and State Class.

133. **Superiority.** Defendants' wrongful conduct was directed at consumers uniformly as a Class. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Plaintiff and Class Members have all suffered and will continue to suffer financial harm and damage as a result of Defendants' wrongful conduct, which was directed toward Class Members as a whole, rather than specifically or uniquely against any individual Class Members. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for

Defendants' wrongful conduct. Absent a class action, Class Members will continue to incur damages, and Defendants' misconduct will continue without effective remedy.

134. **Declaratory and Injunctive Relief.** Class wide declaratory, equitable, and injunctive relief is appropriate under Rule 23(b)(2) because Defendants have acted on grounds that apply generally to the Class. Class wide relief and Court supervision under Rule 23 assures fair, consistent, and equitable treatment and protection of all Class Members, and uniformity and consistency in Defendants' discharge of their duties to perform corrective action regarding Defendants 1) failing to install PV systems according to electrical codes; 2) failing to obtain the necessary permits for installing PV systems; and/or 3) failing to install PV systems that are operable and produce energy.

CAUSES OF ACTION

COUNT I

(Breach of Contract on behalf of the Nationwide Class or State Class)

135. Plaintiff incorporates by reference all material facts in this Complaint as fully set forth herein.

136. Plaintiff brings this Count on behalf of himself and the Nationwide Class or State Class.

137. As alleged above, Plaintiff and the Class contracted with Defendants for the purchase and installation of PV systems on their homes by executing the Residential Sales Agreement (“the Agreement”).

138. The Agreement is a valid contract between Plaintiff, the Class, and Defendants.

139. The Agreement provided, among other things, that “[a]ll work performed by Vision Solar will be done in accordance with local, state and national electrical codes”:²⁴

9. All work performed by Vision Solar will be done in accordance with local, state, and national electrical codes.

140. In systemic, continuous, and repetitive conduct, Defendants materially breached the terms of the Agreement by failing to install PV systems according to electrical codes.

141. The Agreement provided that Defendants would be responsible for obtaining all permits to install the PV systems:²⁵

3.3. Vision Solar is responsible for obtaining any/all necessary Federal, State, and/or local permits and/or licenses (and any fees associated therewith) for the operation of Purchaser’s PV System as described herein.

142. Addendum A (“the Addendum”) to the Agreement further provided that “Seller shall be responsible for conforming to all building, labor or fire

²⁴ *Vision Solar Residential Sales Agreement*, p. 1.

²⁵ *Id.*, pp. 3-4.

regulations and for obtaining any permits required by state or municipal law concerning the installation and operation of the subject system”:²⁶

9.1.8. Seller shall be responsible for conforming to all building, labor or fire regulations and for obtaining any permits required by state or municipal law concerning the installation and operation of the subject system. Furthermore, in the event that approval of the system by any governmental agency is required, Seller shall furnish to Purchaser, without additional charge, a completed set of plans and specifications for the system. Seller shall perform any additional services that may be required to enable Purchaser to obtain such approval and Purchaser shall pay the costs of labor and material and other expenses incurred in performing such additional work to Seller.

143. In systemic, continuous, and repetitive conduct, Defendants materially breached the terms of the Agreement by failing to obtain the necessary permits for installing the PV systems.

144. The Agreement provided that the *mechanical* installation of the System would be “performed in a professional manner” and “exhibit good workmanship”:²⁷

2.1.1. The mechanical installation of your System will be performed in a professional manner and will exhibit good workmanship. Through a coordinated schedule and pre-established work scenario, Vision Solar will predict and prepare for the necessary manpower requirements and arrange on-site job activities accordingly.

145. The Agreement provided that the *electrical* installation of the System would be “performed in a professional manner” and “exhibit good craftsmanship”:²⁸

2.2.1. The electrical installation will be performed in a professional manner and will exhibit good craftsmanship. All wiring materials shall be new and have the highest quality for this type work. All conduits will be plumb and parallel and installed in a professional manner.

²⁶ *Addendum A*, p. 4.

²⁷ *Vision Solar Residential Sales Agreement*, p. 2.

²⁸ *Id.*

146. In Addendum A (“the Addendum”) to the Agreement, Defendants provided warranties for the installation:²⁹

6.2. Your System and installation work are covered by the following limited warranties. These are the only express warranties made in connection with the system and installation work. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of system performance or merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Seller limits the duration of and remedies for such warranties to the durations and remedies described below.

System & Workmanship	Under normal use and service conditions, the System will be free from defects in workmanship or defects in, or breakdown of, materials or components for a period of ten (10) years from the date of installation. Warranties offered by the manufacturer, and the remedies provided thereunder, with respect to those items identified on the PV Equipment List contained on page 1 of the Agreement are limited to those terms and conditions as provided by the product manufacturer.
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147. In particular, the Addendum provided that “the System will be free from defects in workmanship...for a period of ten (10) years.”³⁰

148. In systemic, continuous, and repetitive conduct, Defendants materially breached the terms of the Agreement by failing to install PV systems that are operable and produce energy.

149. Plaintiff and Class Members were damaged because Plaintiff and Class Members were deprived of the use of their systems.

150. Plaintiff and Class Members have been forced to pay the full amount of their electric utility bills **and** their monthly loan payments for their PV systems while the systems are inoperable and not producing energy.

151. Plaintiff and Class Members have not been allowed the benefits of net metering, a billing process which allows homeowners to receive credit from their

²⁹ Addendum A, p. 2.

³⁰ *Id.*

electric utility companies for energy produced by the homeowners' PV systems that flows into the power grid.

152. In summary, Plaintiff and the Class have suffered quantifiable financial harm in the amount paid to their electric utility companies for energy that their PV systems would have produced if the PV systems had been operable.

153. Plaintiff and the Class demand judgment against Defendants and request compensatory damages, together with interest, costs of suit, attorneys' fees, and such further relief as the Court deems equitable and just.

COUNT II
(Unjust Enrichment on behalf of the Nationwide Class or State Class)

154. Plaintiff incorporates by reference all material facts in this Complaint as fully set forth herein.

155. Plaintiff brings this Count on behalf of himself and the Nationwide Class or State Class.

156. Plaintiff and Class Members conferred a benefit on Defendants by contracting with Defendants for the purchase and installation of PV systems.

157. Defendants voluntarily accepted and retained the benefit conferred by Plaintiff and Class Members in the form of profits.

158. The benefits that Defendants received and retained are unjust, and inequity has resulted.

159. Defendants knowingly accepted the unjust benefits of their misconduct.

160. It is inequitable and unconscionable for Defendants to retain those unjust benefits without paying value to Plaintiff and Class Members.

161. As a result of Defendants' misconduct, the amount of their unjust enrichment should be disgorged and returned to Plaintiff and Class Members, in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this case be certified and maintained as a class action pursuant to one or more of the the proposed Classes, as they may be modified or amended, and respectfully requests that this Court:

- A. Determine that the claims alleged herein may be maintained as a class action under Fed. R. Civ. P. 23, and issue an order certifying the Class as defined above;
- B. Appoint Plaintiff as the representative of the Class and his counsel as Class counsel;
- C. Award damages, including compensatory damages, to Plaintiff and all other Class Members;
- D. Award Plaintiff and Class Members actual damages sustained;
- E. Award Plaintiff and Class Members such additional damages, over and above the amount of their actual damages, which are authorized and warranted by law;

- F. Grant restitution to Plaintiff and Class Members and require Defendants to disgorge inequitable gains;
- G. Award Plaintiff and Class Members their reasonable attorneys fees and reimbursement of all costs for the prosecution of this action; and
- H. Award such other relief as this Court deems just and appropriate.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: October 6, 2023

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Counsel for Plaintiffs and the Class

CERTIFICATE OF SERVICE

I, the undersigned hereby, certify that on October 6, 2023 I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the CM/ECF participants registered to receive service.

By: */s/ Louis A. Gonzalez, Esq.*
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Vision Solar Hit with Class Action Over Allegedly Shoddy Solar Panel Installation Practices](#)
