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6 **IN THE SUPERIOR COURT OF ARIZONA**
7 **COUNTY OF YAVAPAI**

8 Case No. P-1300-CV 2019-00001

9 **AMENDED**
10 **C O M P L A I N T**

11 **Deceptive Sales Practices**
12 **Fraud**
13 **False and Misleading Statements**

14 **(Jury Trial Demanded)**

9 GREGORY RUTLEDGE and
10 KATELYN RUTLEDGE, Father and Daughter,
11 Plaintiffs,
12 vs
13 VIVINT SOLAR, ET AL.,
14 Defendants.

15 Plaintiffs, GREGORY RUTLEDGE and his daughter, KATELYN RUTLEDGE, (hereinafter referred to
16 as “Plaintiffs” or “Plaintiff G.” and / or “Plaintiff K.”) by and through their attorney undersigned, and for their
17 complaint against Defendants Vivint Solar and any employees or affiliates involved, and do hereby state and
18 allege the following:

19 **JURISDICTION AND VENUE**

- 20 1. Plaintiff, GREGORY RUTLEDGE was and is at the time of these allegations a homeowner in
21 Black Canyon City, Arizona, located in Yavapai County.
22 2. Plaintiff KATELYN RUTLEDGE is Plaintiff Gregory’s daughter and was visiting her father
23 during the time Vivint’s employee, Santos Amadeo, came to her dad’s residence “pitching” him
24 on the benefits of solar power. At no time was Plaintiff K. a resident of Yavapai County nor
25 does she have any ownership of the property located in Yavapai County by her father which
26 belongs 100% to her father, Plaintiff Gregory Rutledge.
27 3. Damages incurred in this matter are expected to exceed \$50,000.00 (FIFTY THOUSAND
DOLLARS) in an amount to be determined by trial.
4. All events relative to this complaint occurred in Yavapai County, Arizona and therefore,
Jurisdiction and Venue are proper with this court.

INTRODUCTION

5. Plaintiffs reallege and incorporate the factual allegations above.
6. Sometime in late 2016, Plaintiffs were approached by a door to door” salesman named Santos Amadeo while they were in the yard of a house owned by Plaintiff Gregory Rutledge, located at 19465 E. Ridgecrest Drive, Black Canyon City, Arizona 85324.
7. Mr. Amadeo who stated he was employed by Vivint Solar, told both parties that he could have solar panels installed by the year’s end which would save Mr. Rutledge more than half on his monthly utility bills among many other incentives and “promises.”
8. At no time did Plaintiffs ever indicate that Plaintiff Katelyn was an owner of the home or an investor Or power of attorney with “say” or interest in her father’s home.
9. Plaintiff Gregory R. was lied to by Mr. Amadeo regarding many things but the main misrepresentation was that if both parties would sign a pre-qualification on a small electronic device’s screen he carried with him, it would allow him (Amadeo) to give Plaintiff Gregory R. more information about his total future energy savings.
10. Plaintiffs were assured that this prequalification was simply that – the ability for the employee, Santos Amadeo, to provide more information prior to Plaintiff Gregory R. making an intelligent decision about switching from standard electric to solar energy.
11. When both Plaintiffs inquired as to why he would want to prequalify Plaintiff K., they were told it was in case she decided in the future to have a solar powered home, that part would be taken care of, since Plaintiff G. had already said that he didn’t really have credit since he paid for everything with cash - she’d be helping her dad get prequalified if he decided he wanted to go solar. OR if something happened to Plaintiff G. and Plaintiff K. became the owner of the property, she would not have any issues with keeping the solar energy panels. This made very little sense but being assured by the sales person that this was customary and routine, and just a prequal she went ahead and gave him the information for a prequalification.
12. Sometime in late 2016 a delivery truck arrived with a load of solar panels. Mr. Rutledge was told by the driver they were there to install the solar panels.
13. Mr. Rutledge, the homeowner and only party with authority to make decisions about this property, advised the “installers” that he had not signed any contract with Vivint Solar and he believed they were making a mistake.

- 1 14. The installers assured Plaintiff that he was under no obligation to keep the panels, however they
2 were certain he was going to enjoy the “savings these panels were going to afford him.”
- 3 15. Plaintiff Gregory R. made multiple telephone calls throughout 2017 to Vivint and spoke usually
4 documents, including a contract.
- 5 16. Plaintiff Gregory R. asked Mr. Brobowski to supply him with copies of any documents he was
6 the Plaintiffs had allegedly signed. Mr. Brobowski never sent any documents at that time,
- 7 17. In early 2017, Plaintiff K. began receiving emails with an attached “Post-Installation” contract
8 that was asking her to digitally sign and return.
- 9 18. Sometime in mid 2017, Plaintiff began receiving notices from debt collectors which threatened
10 both parties and stated they were delinquent in an amount exceeding THIRTY EIGHT
11 THOUSAND DOLLARS (\$38,000.00) to Vivint Solar and the debt collectors were getting ready to
12 turn this debt over to the 3 credit bureaus if it was not resolved immediately.
- 13 19. Plaintiff G. called the debt collection company and attempted to explain that his daughter was a full-
14 time student at NAU and had never lived at the residence in Yavapai County, Arizona and the only
15 thing she had ever signed was a device which looked like an electronic box that the sales person had
16 coerced her to electronically sign by giving her false information and promising that her signature (as
17 well as her father’s) would not be utilized for anything other than prequalifying as to whether the
18 parties could qualify for solar energy.
- 19 20. The solar panels installed on Plaintiff G’s home on December 30, 2018, in Yavapai county have
20 never been activated and have simply sat on the roof causing damage to the roof.,
- 21 21. In early 2018, Plaintiff G. contacted a local paralegal, Cheri Ferguson, who worked with an attorney,
22 Anthony Petty, the undersigned, and inquired whether they could contact Vivint Solar and attempt to
23 get this matter resolved.
- 24 22. Ms. Ferguson told Mr. Rutledge that she could not give him advice but would speak to Mr. Petty to find
25 out whether he was willing to represent Mr. Rutledge – Mr. Petty agreed and asked Ms. Ferguson to
26 contact Vivint Solar and see if they had any contracts or written consent from the Rutledge’s to allow
27 Vivint Solar to use their “electronic signatures on formal documents.
- 28 23. Ms. Ferguson spoke to Cory Brobowski on multiple occasions and was promised that he would
29 forward emails of all signed documents regarding this matter, together with Plaintiffs agreement that
30 Vivint could use their electronic signatures on all documents.
- 31 24. These documents were never received and after multiple calls and emails, Mr. Petty contacted Vivint
32 Solar and spoke with their in-house counsel, Mr. Brandon Hale.
- 33 26. Mr. Petty, was assured by Brandon Hale, Vivint’s “in-house” council, that he would locate the

1 documents and call Mr Petty back. Undersigned attorney, Mr. Petty made several more call to
2 Vivint, but would not be put in touch with Mr. Hale or be given information for another Vivint
3 lawyer.

4 **COUNT 1**

5 27. Plaintiff realleges and incorporates all previous factual allegations as though set forth herein.

6 28. Plaintiffs allege that Vivint Solar has a sales practice that misleads customers about the price of
7 goods and services, the prices of competitors, and its own prices.

8 **COUNT 2**

9 29. Plaintiffs reallege and incorporates all previous factual allegations as though fully set forth herein.

10 27. Plaintiffs allege that Vivint Solar presents false and misleading representations in order to make sales
11 trick people, focusing on the elderly.

12 28. Plaintiffs allege that at no time did they agree to only receiving electronic information from Vivint
13 Solar regarding communication, agreements, documents, notices, disclosures or other information r.
14 Plaintiff Gregory R. does not own a computer nor does he have email access, and is computer illiterate.

15 a. Plaintiff K. was a full-time student at NAU and was not then, nor nw a homeowner;

16 b. Plaintiffs both feel completely victimized by the misrepresentations made by Vivint Solar, its
17 representatives and / or their employees;

18 c. Plaintiff K. alleges that Vivint Solar and or their representatives have taken her protected
19 information and used that information to try and blackmail her into signing up for a
20 product she has absolutely no use for.

21 d. Plaintiff Gregory continues to have a roof covered in solar panels that do not work and for
22 which he did not agree to and never signed any agreement or contract sign any agreement.

23 **WHEREFORE**, Plaintiffs hereby pray for judgment against the Defendant as follows:

24 a. For judgment on their claim for-negligence and fraud, Plaintiffs move this court determine an
25 award for damages and punitive damages in an amount decided by this Court.

26 b. Plaintiffs request that Defendants be ordered to pay compensatory damages to Katelyn
27 Rutledge for intentionally destroying her credit and stealing her identification to create contracts that neither her
nor Plaintiff Gregory agreed. to

PLAINTIFFS reserve the right to supplement and amend this complaint to comply with
civil rules of practice as soon as additional information is received discovered.

RESPECTFULLY submitted this 2nd day of April, 2019.

By /S/ Anthony Petty
ANTHONY PETTY, ESQ.
Attorney for Plaintiffs

CERTIFICATION OF SERVICE

The undersigned hereby certifies that the original and/or copies of the foregoing were E-filed, mailed, or served by process server / or hand-delivered this 2nd day of April, 2019, to:

Chief Presiding Judge
Civil Department
YAVAPAI COUNTY SUPERIOR COURT
120 S. Cortez
Prescott, AZ 85003

VIVINT SOLAR
Attn: David Bywater, CEO
1800 Ashton Blvd
Lehi, Utah 84043

VIVINT SOLAR
Attn: Brandon Hale, Esq.
1800 Ashton Blvd
Lehi, Utah 84043

By /S/ Laura George

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EXHIBITS

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EXHIBIT "B"

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EXHIBIT "C"