

**SUMMONS - CIVIL**

(Except Family Actions)  
 JD-CV-1 Rev. 1-2000  
 C.G.S. § 51-346, 51-347, 51-348, 51-350, 52-45a,  
 52-48, 52-258, P.B. Secs 3-1 thru 3-21 8-1

STATE OF CONNECTICUT  
**SUPERIOR COURT**  
 www.jud.state.ct.us

**"X" ONE OF THE FOLLOWING:  
 Amount, legal interest or property  
 in demand, exclusive of interest  
 and costs is:**

less than \$2,500  
 \$2,500 through \$14,999.99  
 \$15,000 or more  
 ("X" if applicable)

Claiming other relief in addition  
 to or in lieu of money or  
 damages.

**INSTRUCTIONS**

1. Type or print legibly; sign original summons and conform all copies of the summons.
2. Prepare or photocopy conforming summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. The party recognized to pay costs must appear personally before the authority taking the recognizance.
6. Do not use this form for actions in which an attachment, garnishment or replevy is being sought. See Practice Book Section 8-1 for other exceptions.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

RETURN DATE (Mo., day, yr.) (Must be a Tuesday)  
 8/26/2003

<input checked="" type="checkbox"/> JUDICIAL DISTRICT	<input type="checkbox"/> G.A. NO. _____	AT (Town in which writ is returnable) (C.G.S. 51-346, 51-349) <b>Hartford</b>	CASE TYPE (See JD-CV-1c) Major <u>M</u> Minor <u>90</u>
<input type="checkbox"/> HOUSING SESSION	ADDRESS OF COURT CLERK WHERE WRIT AND OTHER PAPERS SHALL BE FILED (No., street, town and zip code) (C.G.S. 51-346 51-350) <b>95 Washington Street, Hartford, CT 06106</b>		TELEPHONE NO. (w/area code) <b>(860) 548-2700</b>

PARTIES	NAME AND ADDRESS OF EACH PARTY (No., street, town and zip code)	NOTE: Individuals' Names: Last, First, Middle Initial	<input checked="" type="checkbox"/> Form JD-CV-2 attached	PTY NO.
FIRST NAMED PLAINTIFF	State of Connecticut, 110 Sherman Street, Hartford, CT 06105			01
Additional Plaintiff				02
FIRST NAMED DEFENDANT	ABC Alarm Company, LLC, 4 Oxford Road, D5-D6, Milford, CT 06460			50
Additional Defendant	Francis J. Guarino, 115 Huntington Road, New Haven, CT 06512			51
Additional Defendant	Anthony Perrotti, 32 Ironwood Road, Guilford, CT 06437			52
Additional Defendant	CrimeBusters, Inc., 4 Oxford Road, D5-D6, Milford, CT 06460			53

**NOTICE TO EACH DEFENDANT**

1. YOU ARE BEING SUED.
2. This paper is a Summons in a lawsuit.
3. The Complaint attached to these papers states the claims that each Plaintiff is making against you in this lawsuit.
4. To respond to this Summons, or to be informed of further proceedings, you or your attorney must file a form called an "Appearance" with the Clerk of the above-named Court at the above Court address on or before the second day after the above Return Date.
5. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default.
6. The "Appearance" form may be obtained at the above Court address.
7. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately take the Summons and Complaint to your insurance representative.
8. If you have questions about the Summons and Complaint, you should consult an attorney promptly. **The Clerk of Court is not permitted to give advice on legal questions.**

DATE 7/28/2003	SIGNED (Sign and "X" proper box) 	<input checked="" type="checkbox"/> Comm. of Superior Court <input type="checkbox"/> Assistant Clerk	TYPE IN NAME OF PERSON SIGNING AT LEFT Thomas K. Jones
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**FOR THE PLAINTIFF(S) PLEASE ENTER THE APPEARANCE OF:**

NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code) Thomas K. Jones, AAG, 110 Sherman Street, Hartford, CT 06105	TELEPHONE NUMBER 860/808-5400	JURIS NO. (if atty. or law firm) 418881
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NAME AND ADDRESS OF PERSON RECOGNIZED TO PROSECUTE IN THE AMOUNT OF \$250 (No., street, town and zip code) N/A	SIGNATURE OF PLAINTIFF IF PRO SE 				
# PLFS 1	# DEFS 7	# CNTS 26	SIGNED (Official taking recognizance; "X" proper box) 	<input checked="" type="checkbox"/> Comm. of Superior Court <input type="checkbox"/> Assistant Clerk	For Court Use Only FILE DATE

**IF THIS SUMMONS IS SIGNED BY A CLERK:**

- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
- b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
- c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
- d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service thereof.

I hereby certify I have read and understand the above:	SIGNED (Pro Se Plaintiff) 	DATE SIGNED	DOCKET NO
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CIVIL SUMMONS CONTINUATION OF PARTIES

STATE OF CONNECTICUT SUPERIOR COURT

JD-CV-2 EL Rev. 8-94

FIRST NAMED PLAINTIFF (Last, First Middle Initial)

State of Connecticut, 110 Sherman Street, Hartford, CT 06105

FIRST NAMED DEFENDANT (Last, First Middle Initial)

ABC Alarm Company, LLC, 4 Oxford Road, D5-D6, Milford, CT 06460

ADDITIONAL PLAINTIFFS

Table with 2 columns: NAME (Last, First, Middle Initial, if individual), ADDRESS (No., Street, Town and ZIP Code). Multiple rows with faint text.

ADDITIONAL DEFENDANTS

Table with 2 columns: NAME (Last, First, Middle Initial, if individual), ADDRESS (No., Street, Town and ZIP Code). Rows include: First Federal Security Systems, Inc., 60 Commerce Park Drive, Milford, CT 06460; Connecticut Housing Company, LLC, 4 Oxford Road, D5-D6, Milford, CT 06460; Oxford Funding Resources, LLC, 4 Oxford Road, D5-D6, Milford, CT 06460.

RETURN DATE: AUGUST 26, 2003

STATE OF CONNECTICUT	:	SUPERIOR COURT
<i>Plaintiff</i>	:	
	:	
v.	:	
	:	
ABC ALARM COMPANY, LLC; CRIME	:	JUDICIAL DISTRICT OF HARTFORD
BUSTERS INC.; FIRST FEDERAL	:	
SECURITY SYSTEMS; OXFORD	:	
FUNDING, LLC; CONNECTICUT	:	
HOUSING COMPANY; FRANCIS J.	:	
GUARINO (a/k/a JERRY GUARINO);	:	
ANTHONY PERROTTI (a/k/a TONY	:	
PERROTTI)	:	
<i>Defendants</i>	:	JULY 28, 2003

**COMPLAINT**

**COUNT ONE**

1. This is an action arising under the Connecticut Unfair Trade Practices Act ("CUTPA"), Chapter 735a of the General Statutes, and more particularly, General Statutes § 42-110m, to obtain relief against the Defendants' violations of General Statutes § 42-110b(a), prohibiting unfair or deceptive acts or practices, for restitution and for such other relief as is necessary to redress injury to consumers resulting from the Defendant's violations of law, and for civil penalties. At its core, this matter involves a scheme by Anthony Perrotti and Francis Guarino – and the entities they own, operate, or control - to deceive Connecticut

consumers in connection with the sale, installation, servicing, and financing of home alarm and security systems.

**THE PARTIES**

2. Plaintiff is the State of Connecticut, represented by Richard Blumenthal, Attorney General, acting at the request of James T. Fleming, Commissioner of Consumer Protection (the "Commissioner"), pursuant to CUTPA, and more particularly, General Statutes § 42-110m(a).

3. Defendant Francis J. Guarino (a/k/a Jerry Guarino) (hereinafter "Jerry Guarino" or "Guarino") is, and at all relevant times was, a resident of the State of Connecticut currently residing, on information and belief, at 214 Spruce Hill Road in Branford. Among other positions, Defendant Jerry Guarino was at all relevant times an owner, director, officer, manager, and/or agent of Defendants ABC, Crime Busters, First Federal Security, Oxford Funding, and Connecticut Housing Company.

4. Defendant Anthony Perrotti (a/k/a Tony Perrotti) (hereinafter "Tony Perrotti" or "Perrotti") is, and at all relevant times was, a resident of the State of Connecticut currently residing, on information and belief, at 7B-3 Carey Beach Avenue in East Haven. Among other positions, Defendant Perrotti was at all relevant times an owner, director, officer,

manager, and/or agent of Defendants ABC, Crime Busters, First Federal Security, and Oxford Funding.

5. Defendant ABC Alarm Company, LLC ("ABC") is a limited liability corporation organized and existing under the laws of Delaware. Since March 20, 2002, ABC has been registered to do business in the State of Connecticut, operating through its offices located at 4 Oxford Road, D5-D6, in Milford, and lists its authorized agent as Anthony Perrotti. On information and belief, at all times relevant hereto, ABC engaged in the business of selling, installing, and servicing home alarm and security systems.

6. On information and belief, Defendant Crime Busters, Inc. ("CBI" or "Crime Busters") is a corporation organized and existing under the laws of Connecticut. CBI has been registered to do business in the State of Connecticut since April 15, 1994, operating through offices located at 60 Commerce Park Drive in Milford, and lists its authorized agent as Anthony Perrotti. On information and belief, and at all times relevant hereto, CBI engaged in the business of selling, installing, and servicing home alarm and security systems.

7. On information and belief, Defendant First Federal Security Systems, Inc. ("FFS" or "First Federal Security") is a corporation organized and existing under the laws of Connecticut. FFS has been registered to do business in the State of Connecticut since April 19, 1994, operating through its offices located at 60 Commerce Park Drive in Milford, and lists its authorized agent as Jerry Guarino. On information and belief, and at all times

relevant hereto, FFS engaged in the business of selling, installing, and servicing home alarm and security systems.

8. Defendant Connecticut Housing Company, LLC ("CHC" or "Connecticut Housing Company") is a limited liability corporation organized and existing under the laws of Delaware. On information and belief, CHC is not registered to do business in the State of Connecticut but nonetheless conducts business in Connecticut through its offices located at 4 Oxford Road, D5-D6, in Milford. On information and belief, and at all times relevant hereto, CHC engaged in the business of purchasing and selling real estate properties and lending money in association with the sale of real estate properties.

9. Defendant Oxford Funding Resources, LLC ("Oxford" or "Oxford Funding") is a limited liability corporation organized and existing under the laws of Delaware. On information and belief, Oxford is not registered to do business in the State of Connecticut but nonetheless conducts business in Connecticut through its offices located at 4 Oxford Road, D5-D6, in Milford. On information and belief, and at all times relevant hereto, Oxford engaged in the business of lending money to consumers in connection with the sale, installation, and servicing of home alarm and security systems.

10. Hereinafter, where appropriate, Defendants ABC, CBI, and FFS may collectively be referred to as the "Alarm Defendants."

11. Hereinafter, where appropriate, Defendants CHC and Oxford may collectively be referred to as the "Loan Defendants."

12. At all times relevant hereto, Guarino and/or Perrotti owned, operated or controlled the Alarm Defendants and the Loan Defendants.

13. The acts and practices as further described herein occurred in the trade or commerce of the State of Connecticut.

#### **DEFENDANTS' COURSE OF CONDUCT**

14. In connection with the present Complaint, Defendants represented or implied to consumers that Guarino, Perrotti, and/or the Alarm Defendants, were licensed and/or qualified to perform installation of home alarm and security systems.

15. At all times relevant hereto, none of the Defendants possessed a valid license to perform electrical services in the State of Connecticut.

16. Pursuant to General Statutes Title 20, Chapter 393, all persons who install alarm or security systems must possess an electrician's license.

17. By representing or implying that Guarino, Perrotti, and/or the Alarm Defendants were licensed and qualified to install home alarm and security systems, the Defendants made material representations or omissions that were likely to mislead consumers acting reasonably under the circumstances.

18. By representing or implying that Guarino, Perrotti, and/or the Alarm Defendants were licensed and qualified to install home alarm and security systems, the Defendants engaged in acts or practices that were oppressive, unethical, immoral and unscrupulous.

19. By representing or implying that Guarino, Perrotti, and/or the Alarm Defendants were licensed and qualified to install home alarm and security systems, the Defendants violated the public policy requiring that all persons who install home alarm and security systems possess valid electrician's licenses as stated in General Statutes §§ 20-330 et seq.

20. By representing or implying that Guarino, Perrotti, and/or the Alarm Defendants were licensed and qualified to install home alarm and security systems, the Defendants caused substantial injury to consumers in that consumers contracted with Guarino, Perrotti and/or the Alarm Defendants rather than with persons and entities that were qualified and licensed.

21. The Defendants' acts and practices, as described herein, are unfair and deceptive in violation of General Statutes § 42-110b.



COUNT TWO

1-21. The allegations set forth in Paragraphs 1 to 21 of Count One are incorporated herein by reference.

22. Defendants were previously aware of, at a minimum, the following facts:

- a. On or about 1989, Defendant Guarino was an owner, officer, director, and/or managing agent of East Coast Siding Company, Inc. ("East Coast"), a Connecticut home improvement contractor. Numerous consumers complained to the Department of Consumer Protection (the "Department") that East Coast performed unprofessional and/or incomplete work on numerous consumers' homes and, in many cases, failed to perform any promised work. The Department informed Guarino and East Coast of the nature of these consumer complaints, and that the conduct of Guarino and East Coast may violate CUTPA. In the wake of multiple lawsuits, East Coast closed the doors to its business, leaving work unperformed and construction defects uncorrected. The State of Connecticut, through the Department's Home Improvement Guaranty Fund, repaid East Coast's victims almost \$50,000 for their losses.

- b. In 1990-91, Jerry Guarino and Anthony Perrotti owned and/or operated of U.S. Design, Inc., a home improvement contractor that operated in Connecticut. Following receipt of multiple consumer complaints regarding shoddy workmanship and deceptive sales practices, the Department conducted an investigation of U.S. Design, Inc. that resulted in a settlement agreement prohibiting the company from conducting any home improvement activities. Again, the Home Improvement Guaranty Fund paid the cost of the victims' losses.
- c. In 1992-93, Guarino and Perrotti were the principal owners, officers, directors and operators of National Industries, Inc. ("National Industries"), a home improvement contractor that operated in Connecticut. Following receipt of multiple consumer complaints regarding National Industries' deceptive sales practices and suspect workmanship, the Department investigated into National Industries' practices and informed Guarino and Perrotti of consumers' complaints. The Department brought formal proceedings against the company under CUIPA, and against Perrotti and Guarino, as well as against other officers of the company. In 1993, Defendants Perrotti and Guarino entered into a settlement agreement with the Department, admitting that the company failed to perform and

complete home improvements in a timely manner; failed to honor its warranties; failed to refund deposits to consumers for work not performed or cancelled; employed unregistered salespeople to negotiate contracts with consumers; and failed to comply with the terms of a previous consent agreement with the Department in which they had agreed to cease and desist from these activities. The agreement explicitly called for Guarino and Perrotti to relent from ever performing home improvement work in the State of Connecticut, and from owning or managing any such company in Connecticut. The company filed for bankruptcy protection and, again, the State of Connecticut, through the Home Improvement Guaranty Fund reimbursed consumer victims for Perrotti's and Guarino's illegal activity.

- d. From 1993 to 1995, Guarino and Perrotti were involved in the management of Empire Home Modernization, Inc. ("Empire"), a home improvement company that operated in Connecticut. Following receipt of multiple consumer complaints regarding Empire's deceptive sales practices and suspect workmanship, the Department initiated an investigation into Empire's practices and, in May 1995, Empire entered into a forbearance agreement with the Department in which it agreed to cease home improvement activity. Once again, the State of Connecticut,

through the Home Improvement Guaranty Fund, reimbursed the victims of the scheme.

- e. On or about 1994, Jerry Guarino and Anthony Perrotti managed and operated Century Remodeling, Inc. ("Century"), a home improvement company that was registered in Connecticut in April 1994. Following receipt of multiple consumer complaints regarding shabby workmanship and deceptive sales practices, the Department investigated Century Remodeling, resulting in a December 1996 forbearance agreement prohibiting Century Remodeling from engaging in any future home improvement contracting. Again, the State reimbursed victims from the Home Improvement Guaranty Fund, totaling over \$25,000.
- f. On or about 1997 to 1999, Guarino and Perrotti were officers and operators of Community Remodeling and Home Funding, Inc. On information and belief, Community Remodeling marketed itself as a home improvement company and Home Funding operated as a home improvement finance company. In connection with their ownership and operation of these two businesses, Guarino and Perrotti forged mortgage documents to secretly take ownership interests on property for which Community Remodeling was to perform home improvement services.

Guarino and Perrotti then "loaned" money for the improvements. If the loan recipient could not pay back the home improvement loan, Guarino and Perrotti would threaten to foreclose on the consumers' properties. Numerous consumers complained that the Community Remodeling also engaged in deceptive sales practices and shabby workmanship.

- g. Beginning no later than April 1999, Defendants Perrotti and Guarino were the subject of a State criminal investigation regarding their acts and practices in operating Community Remodeling and Home Funding and centered on multiple allegations that Perrotti and Guarino engaged in numerous fraudulent and predatory acts and practices, including forgery; operating a consumer loan business without valid license to do so; predatory lending; failure to perform contracted services; and fraud. As a result of the criminal investigation, Jerry Guarino and Anthony Perrotti were found guilty of conspiracy to commit forgery in the second degree (General Statutes § 53a-139) and sentenced on or about June 1999 to five year suspended sentences and five years' probation upon the condition that they not engage in any home improvement or any real estate activities.
- h. Since 1994, Guarino, Perrotti and the Alarm Defendants have been the subject of over numerous consumer complaints regarding their business

practices and have been contacted by the Department and the Attorney General on numerous occasions regarding the complaints.

23. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated General Statutes § 42-110b.

### COUNT THREE

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. Defendants represented or implied that Perrotti, Guarino and/or the Alarm Defendants were registered to perform as home improvement contractor(s) in the State and offered to make home improvements, viz, the installation, maintenance, and repair of home alarm and security systems.

15. Defendants employed or allowed persons to act as salesmen on their behalf who were not registered as home improvement salesmen.

16. At all times relevant hereto, none of the Defendants possessed a valid certificate of registration to perform as a home improvement contractor in the State of Connecticut.

17. Pursuant to General Statutes §§ 20-419 et seq., no person or entity may operate as a home improvement contractor in the state of Connecticut without having in his possession a current and valid certificate of registration.

18. Pursuant to General Statutes § 20-419, a person acts as a home improvement contractor if, inter alia, he or she engages in the sale or installation of electrical systems, including home alarm and security systems.

19. Pursuant to General Statutes § 20-427(b), no person may “offer to make or make any home improvement without having a current certificate of registration” or “employ or allow any person to act as a salesman on his behalf unless such person is registered as a home improvement salesman.”

20. Pursuant to General Statutes § 20-427(c), each violation of General Statutes § 20-427 is an unfair or deceptive trade practice under General Statutes § 42-110b(a).

21. The Defendants’ acts and practices, as described herein, are unfair or deceptive in violation of Connecticut General Statutes 42-110b.

#### COUNT FOUR

1-22. The allegations in Paragraphs 1-22 of Count Three are incorporated herein by reference.

23. At all times relevant hereto, Defendants knew or should have known that the acts and practices described in Count Three violated General Statutes § 42-110b.

#### COUNT FIVE

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. Guarino, Perrotti and/or the Alarm Defendants represented or implied to consumers that some or all of the alarm and/or security system equipment to be installed was "free" or term of similar import. However, when consumers attempted to receive the "free" equipment, they were informed that they would be required to enter into a long-term monitoring contract in order to receive the "free" equipment.

15. On other occasions, when an installer employed by Guarino, Perrotti, and/or one of the Alarm Defendants arrived to install the alarm or security system, the purchasing consumer was told that the installer "forgot" the "free" equipment, but would be "right back" after the consumer signed the contract. However, the installer never returned with any equipment.

16. The acts or practices of Guarino, Perrotti, and/or the Alarm Defendants, as alleged herein, violate § 42-110b-19(a) of the Regulations of Connecticut State Agencies regarding unfair and deceptive use of the term "free."



17. The Defendants' acts or practices, as described in this Count Five are unfair or deceptive in violation of General Statutes § 42-110b.

#### COUNT SIX

1-17. The allegations set forth in paragraphs 1 to 17 of Count Five are incorporated herein by reference.

18. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described in Count Five violate General Statutes § 42-110b.

#### COUNT SEVEN

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. In its marketing and sale of alarm and security systems, Guarino, Perrotti, and/or the Alarm Defendants represented or implied that their services were endorsed, sanctioned, or required by a governmental entity. For example, consumers in government housing in New Haven were visited by Guarino, Perrotti, and/or one of the Alarm Defendants and told that the City of New Haven required or encouraged the consumers in government housing to contract with Guarino, Perrotti, and/or the Alarm Defendants as a condition of remaining in government housing.

15. On information and belief, neither Defendants nor the products and services they offered were ever endorsed, sanctioned, or required by any governmental entity.

16. The representations and omissions regarding governmental sponsorship made by Guarino, Perrotti, and/or the Alarm Defendants were material, false, and likely to mislead consumers acting reasonably into believing that a governmental entity suggested or required consumers to engage Guarino, Perrotti and/or the Alarm Defendants to sell or install alarm or security systems.

17. The acts or practices of Guarino, Perrotti, and/or the Alarm Defendants, as alleged herein, violate § 42-110b-18(b) of the Regulations of Connecticut State Agencies prohibiting misrepresentations of the sponsorship, endorsement, approval or certification of merchandise or services.

18. The Defendants' acts or practices, as described in this Count Seven, are unfair or deceptive in violation of General Statutes § 42-110b.

#### COUNT EIGHT

1-18. The allegations in Paragraphs 1-18 of Count Seven are incorporated herein by reference.

19. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described in Count Seven violate General Statutes § 42-110b.

COUNT NINE

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. In its marketing and sale of alarm and security systems, Guarino, Perrotti, and the Alarm Defendants represented or implied that the installation of alarm equipment would permit the monitoring of that alarm equipment (i.e., that the equipment, once installed, would actually work).

15. Despite these representations and implications, in many cases, the Alarm Defendants failed to install alarm equipment properly and/or refused or failed to make adequate repairs such that the installed equipment could function as represented. On many occasions, consumers discovered that the system had not been installed at all, but that only a façade of the system had been installed, without any wiring or electrical hookup.

16. The representations and omissions made by Guarino, Perrotti, and/or the Alarm Defendants regarding the functionality of the alarm equipment were material, false, and likely to mislead consumers acting reasonably under the circumstances into believing that the equipment installed by Defendants would properly function when, in fact (due to the inadequate installation made by the Alarm Defendants), such was not the case.

17. The delivery of equipment which is defective, unusable, or impractical for the purpose represented or implied is an unfair and deceptive practice pursuant to Sections 42-110b-20(a) of the Regulation of Connecticut State Agencies.

18. Misrepresentations made regarding the uses or benefits associated with the alarm or security systems are unfair or deceptive acts or practices pursuant to § 42-110b-18(e) of the Regulations of Connecticut State Agencies.

19. The Defendants' acts and practices, as described in this Count Nine violate General Statutes § 42-110b.

COUNT TEN

1-19. The allegations in Paragraphs 1-19 of Count Nine are incorporated herein by reference.

20. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated Conn. Gen Stat. 42-110b.

COUNT ELEVEN

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. On many occasions, consumers did not receive the monitoring services they bargained for on the home alarm or security system equipment installed by Guarino, Perrotti,

and/or the Alarm Defendants. The reasons consumers could not receive monitoring services include, but are not limited to, the following:

- a. The equipment was defective;
- b. The equipment was not installed properly by Defendants;
- c. The consumers no longer resided at the residence where the equipment was installed; or
- d. The residence no longer existed (i.e., it burned down).

15. On the occasions in which consumers did not receive any services from Defendants, Defendants nevertheless charged consumers a monthly fee and/or refused or failed to take steps to provide the contracted services to consumers.

16. The Defendants acts or practices, as described herein, are oppressive, unethical, immoral and unscrupulous.

17. The Defendants acts or practices, as described herein, violate public policy, including but not limited to the public policy against billing consumers for services not rendered as expressed in the common law.

18. The Defendants' acts or practices, as described herein, caused substantial injury to consumers in that consumers were charged and/or paid for services that they never received.

19. The Defendants' acts or practices, as described in this Count Eleven, are unfair and deceptive and violate General Statutes § 42-110b.

COUNT TWELVE

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated General Statutes § 42-110b.

COUNT THIRTEEN

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. In connection with some transactions, Defendants offered consumers the option of "borrowing" money to finance the payment of the equipment or services that were to be provided.

15. At all times relevant hereto, none of the Defendants possessed a valid license to lend money in the State of Connecticut.

16. By offering to loan, and by loaning, money to consumers without a valid license to do so, the Defendants represented or implied that they were licensed to loan money to consumers when, in fact, they were not.

17. By representing or implying that they were licensed to loan money to consumers, Defendants made material representations or omissions that were likely to mislead consumers acting reasonably under the circumstances.

18. The Defendants' acts or practices, as described herein, are oppressive, unethical, immoral and unscrupulous.

19. The Defendants' acts or practices, as described herein, violate public policy, including but not limited to the public policy against offering to loan money without a valid license, as expressed in General Statutes § 36a-555.

20. The Defendants' acts or practices, as described herein, caused substantial injury to consumers in that consumers borrowed money from an entity not licensed on authorized to lend.

21. The Defendants' acts or practices, as described in this Count Thirteen are unfair and deceptive and violate of General Statutes § 42-110b.

#### COUNT FOURTEEN

1-21. The allegations in Paragraphs 1-21 of Count Thirteen are incorporated herein by reference.

20. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated General Statutes § 42-110b.

COUNT FIFTEEN

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. In connection with its sale and offer of alarm and security equipment, Guarino, Perrotti, and/or the Alarm Defendants required that consumers agree to and sign a contract providing that one or more of the Alarm Defendants, or their designee(s), would provide monthly monitoring or servicing of the alarm or security system.

15. The contract used by Guarino, Perrotti and/or the Alarm Defendants contained a clause pertaining to an "automatic renewal" of the contract after a set period of time.

16. On more than one occasion, when a consumer did not agree to the "automatic renewal" provision, Guarino, Perrotti and/or one of the Alarm Defendants forged the consumer's handwriting after the sale to indicate on the contract that the consumer had agreed to the "automatic renewal" of the contract after a set period of time.

17. Guarino, Perrotti, and/or the Alarm Defendants did not have permission or authority to forge the handwriting of consumers or to agree on behalf of consumers that the "automatic renewal" provisions should be effected.

18. The acts and practices of Guarino, Perrotti and/or the Alarm Defendants in forging terms of contracts are oppressive, unethical, immoral and unscrupulous.



19. The acts and practices of Guarino, Perrotti and/or the Alarm Defendants in forging terms of contracts violate public policy, including but not limited to the public policy against forgery as expressed in General Statutes §§ 52-565 and 53a-139.

20. The acts and practices of Guarino, Perrotti and/or the Alarm Defendants in forging terms of contracts caused substantial injury to consumers in that consumers were subject to the terms of the contract for a longer period than they desired or intended.

21. The acts or practices as described in this Count Fifteen, are unfair and violate General Statutes § 42-110b.

COUNT SIXTEEN

1-21. The allegations in Paragraphs 1-21 of Count Fifteen are incorporated herein by reference.

21. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated General Statutes § 42-110b.

COUNT SEVENTEEN

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. On more than one occasion, Defendants failed to furnish buyers with a fully completed receipt or copy of all contracts and documents pertaining to the sale of their goods and services.

15. The failure to furnish buyers with a completed receipt or copy of all contracts and documents pertaining to the sale of goods or services is a violation of General Statutes § 42-135a.

16. In violating General Statutes § 42-135a, Defendants engaged in acts and practices that constitute unfair and deceptive acts or practices as defined by General Statutes § 42-110b.

COUNT EIGHTEEN

1-16. The allegations in Paragraphs 1-16 of Count Seventeen are incorporated herein by reference.

17. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated General Statutes § 42-110b.

COUNT NINETEEN

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. The monitoring or service contracts presented to consumers by Guarino, Perrotti and/or the Alarm Defendants contained an automatic renewal provision. This provision instructed that the contract would automatically renew at the conclusion of a set period of time (typically two to four years) unless the contracting consumer notified Guarino, Perrotti and/or the Alarm Defendants of his or her intent to cancel the contract without renewal.

15. Numerous consumers attempted to contact Guarino, Perrotti, and/or the Alarm Defendants seeking to validly cancel their contracts pursuant to the terms therein.

16. Rather than honoring the validly placed requests for cancellation, Guarino, Perrotti and/or the Alarm Defendants refused to honor the requests and, in fact, took purposeful steps to shield themselves from the actual receipt of any valid cancellation notice, including but not limited to:

- a. Refusing to cancel accounts when consumers attempted to cancel orally;
- b. Refusing to staff or answer any business telephone line during normal business hours;
- c. Refusing to accept mailed requests to cancel;
- d. Refusing to accept certified mailed requests to cancel;

e. Misleading consumers as to the appropriate manner in which to cancel the contract, and then refusing to cancel when consumers availed themselves to the means suggested by Defendants; and

f. Stating to consumers that their respective contracts would be validly cancelled and then later, after the window for cancellation had concluded, informing consumers that the statement had been inaccurate and that the contract had been renewed.

17. The Defendants' refusal to cancel contracts pursuant to their terms, and the Defendants' subsequent renewal of the contracts for additional terms, violates public policy, including the public policies against unilateral breach of contract terms and failure to honor contract terms as expressed by the common law.

18. By misrepresenting the manner in which consumers could validly cancel their contracts, Defendants made material misrepresentation or omissions that were likely to mislead consumers acting reasonably under the circumstances.

19. The Defendants refusal to cancel contracts pursuant to their terms, and the Defendants' subsequent renewal of the contracts for additional terms, is oppressive, unethical, immoral, and unscrupulous.

20. The Defendants' refusal to cancel contracts pursuant to their term as described herein, and the Defendants' subsequent renewal of the contracts for additional terms, caused

substantial injury to consumers in that consumers were subject to the terms their contracts for subsequent terms.

21. The Defendants' acts and practices, as described in this Count Nineteen, are unfair and deceptive and violate General Statutes § 42-110b.

#### COUNT TWENTY

1-21. The allegations in Paragraphs 1-21 of Count Nineteen are incorporated herein by reference.

22. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated General Statutes § 42-110b.

#### COUNT TWENTY-ONE

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. At various times, Defendants contacted consumers under contract and stated or implied that the consumers would henceforth be required to pay a fee each month in addition to the contracted monthly price. No prior notice was given to consumers, and no authority was received from consumers, that authorized or permitted Defendants to charge or collect an additional monthly fee. No term of the contract permitted Defendants to charge an additional monthly fee.

15. The Defendants' charging of an additional monthly fee without permission is deceptive in that consumers acting reasonably under the circumstances were misled into believing they owed to Defendants a fee to which Defendants were not, in fact, entitled.

16. The Defendants' charging of an additional monthly fee without permission violates the public policy against unilateral breach of contract terms and failure to honor contract terms as expressed by the common law.

17. The Defendants' charging of an additional monthly fee without permission is oppressive, unethical, immoral, and unscrupulous.

18. The Defendants' charging of an additional monthly fee without permission caused substantial injury to consumers in that consumers believed themselves obligated to pay an additional monthly fee which they did not, in fact, owe.

19. The Defendants' acts and practices, as described in this Count Twenty-One, are unfair and deceptive and violate General Statutes § 42-110b.

#### COUNT TWENTY-TWO

1-19. The allegations in Paragraphs 1-19 of Count Twenty-One are incorporated herein by reference.

20. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated General Statutes § 42-110b.

COUNT TWENTY-THREE

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. After consumers validly cancelled their contracts, Defendants stated or implied that they would cease billing the consumers.

15. Despite its representations, Defendants continued billing consumers for the cancelled accounts, and even added new charges, such as late payment fees, without responding to consumer inquiries regarding the accounts.

16. Defendants also sent notices urging consumers to pay for invalid charges that were allegedly incurred on the accounts after they were validly cancelled, and sent notices threatening collection action for these invalid charges.

17. In making the representations and omissions described herein, Defendants engaged in acts and practices that were deceptive and misleading in that consumers acting reasonably under the circumstances falsely believed that they owed debts to Defendants which, in fact and in law, Consumers did not owe.

18. The Defendants acts or practices, as described herein, are oppressive, unethical, immoral and unscrupulous.

19. The Defendants acts or practices, as described herein, violate public policy in several respects, including but not limited to the public policy against billing of consumers for services not rendered.

20. The Defendants acts or practices, as described herein, caused substantial injury to consumers in that consumers paid money to Defendants that they, in fact and in law, did not owe.

21. The Defendants acts or practices, as described in this Count Twenty-Three, are deceptive and unfair and violate General Statutes § 42-110b.

COUNT TWENTY-FOUR

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.

14. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated General Statutes § 42-110b.

COUNT TWENTY-FIVE

1-13. The allegations in Paragraphs 1-13 of Count One are incorporated herein by reference.



14. When contacting with consumers with respect to debts allegedly owed by consumers, Defendants engaged in abusive and unfair debt collection practices, including but not limited to:

- a. Threatening consumers that the alleged debt would be reported to credit agencies;
- b. Cursing at and using abusive language with consumers;
- c. Hanging up the telephone of consumers who attempted to question the validity of a debt;
- d. Representing or implying to consumers that a debt was valid and legal when, in fact and in law, it was not.

15. By engaging in the acts and practices described herein, the Defendants engaged in acts or practices that are oppressive, unethical, immoral and unscrupulous.

16. By engaging in the acts and practices described herein, the Defendants violated public, including but not limited to the public policy against using abusive, harassing, fraudulent, deceptive or misleading representations, devices or practices to collect or attempt to collect any debt as expressed in General Statutes § 36a-646.

17. By engaging in the acts and practices described herein, the Defendants caused substantial injury to consumers who were subject to the acts and practices.

18. The Defendants acts and practices, as described in this Count Twenty-Five, are unfair and violate General Statutes § 42-110b.

COUNT TWENTY-SIX

1-18. The allegations in Paragraphs 1-18 of Count Twenty-Five are incorporated herein by reference.

19. At all times relevant hereto, Defendants knew, or should have known, that the acts and practices described herein violated Conn. Gen Stat. 42-110b.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff State of Connecticut prays this Court for the following relief:

1. Enter judgment against Defendants and in favor of the Plaintiff on each Count of this Complaint;
2. Permanently enjoin and restrain Defendants, their principals, officers, directors, representatives, successors, assigns, agents, employees and all other persons acting in active concert with or on behalf of them, pursuant to General Statutes § 42-110m(a), from further violations of General Statutes § 42-110b.
3. An accounting, pursuant to General Statutes § 42-110m(a), to determine the amount improperly paid to Defendants by Connecticut consumers as a result of Defendants' unfair or deceptive practices;

4. An order, pursuant to General Statutes § 42-110m(a), directing Defendants to pay restitution;
5. An order pursuant to General Statutes § 42-110m(a), directing Defendants to notify every Connecticut consumer who may have been a victim of the acts and practices described herein, and of the availability of restitution;
6. An order, pursuant to General Statutes § 42-110o(b), directing Defendants to pay civil penalties of not more than \$5,000 for each willful violation of General Statutes § 42-110b(a);
7. An order, pursuant to General Statutes § 42-110m(a), directing Defendants to disgorge all ill-gotten proceeds obtained through the acts and practices described herein;
8. An order, pursuant to General Statutes § 42-110m(a), invalidating, nunc pro tunc, and at the sole discretion of each consumer, each of the contracts entered into by Defendants or their agents, employees, or assigns with Connecticut consumers;
9. An award of reasonable attorneys fees, pursuant to General Statutes § 42-110m(a);
10. Costs of this suit;
11. Any such other relief in law or equity as the Court deems appropriate and just

The Plaintiff hereby states that the amount in controversy is more than Fifteen Thousand Dollars (\$15,000.00), exclusive of interest and costs.

HEREOF FAIL NOT, BUT OF THIS WRIT, MAKE DUE SERVICE AND RETURN ACCORDING TO LAW.

Dated at Hartford, Connecticut this 28<sup>th</sup> day of June 2002.

PLAINTIFF

RICHARD BLUMENTHAL  
ATTORNEY GENERAL

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