

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed
Jun 25 2020 10:02 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

HOME WARRANTY
ADMINISTRATOR OF NEVADA,
INC. dba CHOICE HOME
WARRANTY, a Nevada corporation

Appellant(s),

v.

STATE OF NEVADA,
DEPARTMENT OF BUSINESS
AND INDUSTRY, DIVISION OF
INSURANCE, a Nevada
Administrative agency,

Respondent(s).

Case No. 80218

First Judicial District Court
No. 17 OC 00269 1B

Appeal First Judicial District Court, State of Nevada, County of Carson
The Honorable James T. Russell, District Judge

**RESPONDENT'S APPENDIX
VOLUME III OF V**

AARON FORD
Attorney General
Joanna N. Grigoriev (Bar. No. 5649)
Senior Deputy Attorney General
Richard P. Yien (Bar. No. 13035)
Deputy Attorney General
State of Nevada
Office of the Attorney General
100 North Carson Street
Carson City, Nevada 89701
jgrigoriev@ag.nv.gov
ryien@ag.nv.gov

Attorneys for Respondents

RESPONDENT'S APPENDIX CHRONOLOGICAL INDEX

| EXHIBIT DESCRIPTION | DATE | VOL. | PAGE NOS. |
|---|-------------|-------------|-----------------------|
| AB647: Exhibits C –D April 5, 1999 | 04/05/99 | V | AA003286- AA003295 |
| Exhibit 8: State of Washington Regulatory Action Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 01/27/10 | II | AA002874- AA002905 |
| Exhibit 1: California Regulatory Action Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/23/10 | I | AA002776- AA002791 |
| Exhibit H: Oklahoma Fine: Emergency Cease and Desist Order; Conditional Administrative Order dated January 7, 2014 Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17) | 07/29/10 | IV | AA003136- AA003180 |
| Exhibit D: Certificate of Incorporation: Home Warranty Administrator of Oklahoma, Inc. (Certified) Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17) | 08/04/10 | III | AA003078 |
| Exhibit G: California Fine: Default Decision, Imposition of Monetary Penalty, Demand for Payment Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17) | 10/12/10 | IV | AA003133- AA003135 |
| Exhibit 41: South Carolina Department of Insurance Licensing Application; Continuation from Appellant's Appendix (Vol. IV): Updated Hearing Exhibits and Updated Witness List by Division (Cause No. 17.0050) (09/08/17) | 04/05/11 | V | AA003252- AA003285 |
| Exhibit 24: Nevada Consumer Complaint #3 Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 01/27/12 | III | AA003007- AA003010 |

| | | | |
|--|----------|-----|-----------------------|
| Exhibit 40: Action 9 Investigates Home Warranties Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 08/19/13 | III | AA003076- AA003077 |
| Exhibit 3: Oklahoma Regulatory Actions Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 02/07/14 | I | AA002792- AA002830 |
| Exhibit 11: Nevada Consumer Complaints #1 and #2 Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/16/14 | II | AA002930- AA002936 |
| Exhibit 13: New Jersey Attorney General Press Release and Complaint Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/28/14 | II | AA002937- AA002987 |
| Exhibit F: New Jersey Final Consent Judgment: Hoffman, et al v. CHW Group, Inc. d/b/a Choice Home Warranty Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17) | 06/09/15 | III | AA003079- AA003132 |
| Exhibit 6: New Jersey Attorney General Settlement Press Release and Final Consent Judgement Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/15/15 | I | AA002831- AA002873 |
| Exhibit 17: Rip-off Report Filed by Nevada Vendor Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 01/14/16 | III | AA002994- AA002996 |
| Exhibit 16: Rip-off Report Filed by Nevada Consumer Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 04/20/16 | III | AA002992- AA002993 |

| | | | |
|---|----------|-----|-----------------------|
| Exhibit 15: Rip-off Report Filed by Nevada Consumer Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/07/16 | III | AA002990- AA002991 |
| Exhibit 19: Click2Houston News Report: "Warranty Company Notorious for Denying Claims" Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/11/16 | III | AA002999- AA003001 |
| Exhibit 38: Nevada Consumer Complaint #4 Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/12/16 | III | AA003069- AA003072 |
| Exhibit 18: Rip-off Report Review by Nevada Consumer Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 10/12/16 | II | AA002995- AA002998 |
| Exhibit 29: South Carolina Civil Action Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 10/17/16 | II | AA003030- AA003068 |
| Exhibit 14: Rip-off Report Filed by Nevada Consumer Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 10/31/16 | III | AA002988- AA002989 |
| Exhibit 10: Civil Action in New Jersey Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 11/18/16 | II | AA002909- AA002929 |
| Exhibit W: Report: DOI Computer Search for HWAN Consumer Complaints Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17) | 11/29/16 | IV | AA003207- AA003211 |

| | | | |
|---|----------|-----|-----------------------|
| Exhibit 28: DOI Complied List of Complaints Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 03/08/17 | III | AA003025- AA003029 |
| Exhibit J: Report: DOI Computer search for HWAN Consumer Complaints Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17) | 03/08/17 | IV | AA003181- AA003185 |
| Exhibit 25: Nevada Service Provider Complaint Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 03/28/17 | III | AA003011- AA003012 |
| Exhibit 9: Better Business Bureau Report Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 04/07/17 | II | AA002906- AA002908 |
| Exhibit 27: CHW Email Advertisements Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 08/21/17 | III | AA003016- AA003024 |
| Exhibit 26: CHW Internet Advertisement Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 09/03/17 | III | AA003013- AA003015 |
| Exhibit 20: NBC Chicago 5 News Report: Home Warranty Business Accused of Not Paying Up Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 09/05/17 | III | AA003002- AA003006 |
| Exhibit 39: Fox 4 Problem Solvers: Overland Park Man Wants to Warn Others About Home Warranty Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 09/05/17 | III | AA003073- AA003075 |

| | | | |
|---|----------|----|-----------------------|
| <p>Exhibit HH: HWAN Files for Complainants (Original Exhibit 1666 Pages) (Redacted for Relevance and Brevity) Included Pages: (16-20, 43-47, 86-90, 172-176, 359-363, 465-469, 541-545, 831-835)</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 09/06/17 | V | AA003212- AA003251 |
| <p>Exhibit K: Claims Ratio & Analysis 2011-2017</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 09/06/17 | IV | AA003186 |
| <p>Exhibit M: HWAN Customer Testimonials Included Pgs.: 1-20 (Original Exhibit 867Pgs.) (Redacted for Relevance and Brevity)</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 09/06/17 | IV | AA003187- AA003206 |

RESPONDENT'S APPENDIX ALPHABETICAL INDEX

| EXHIBIT DESCRIPTION | DATE | VOL. | PAGE NOS. |
|--|-------------|-------------|-----------------------|
| AB647: Exhibits C –D April 5, 1999 | 04/05/99 | V | AA003286- AA003295 |
| Exhibit 1: California Regulatory Action Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/23/10 | I | AA002776- AA002791 |
| Exhibit 10: Civil Action in New Jersey Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 11/18/16 | II | AA002909- AA002929 |
| Exhibit 11: Nevada Consumer Complaints #1 and #2 Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/16/14 | II | AA002930- AA002936 |
| Exhibit 13: New Jersey Attorney General Press Release and Complaint Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/28/14 | III | AA002937- AA002987 |
| Exhibit 14: Rip-off Report Filed by Nevada Consumer Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 10/31/16 | III | AA002988- AA002989 |
| Exhibit 15: Rip-off Report Filed by Nevada Consumer Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/07/16 | III | AA002990- AA002991 |
| Exhibit 16: Rip-off Report Filed by Nevada Consumer Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 04/20/16 | III | AA002992- AA002993 |
| Exhibit 17: Rip-off Report Filed by Nevada Vendor Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 01/14/16 | III | AA002994- AA002996 |

| | | | |
|---|----------|-----|-----------------------|
| Exhibit 18: Rip-off Report Review by Nevada Consumer Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 10/12/16 | III | AA002995- AA002998 |
| Exhibit 19: Click2Houston News Report: "Warranty Company Notorious for Denying Claims" Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/11/16 | III | AA002999- AA003001 |
| Exhibit 20: NBC Chicago 5 News Report: Home Warranty Business Accused of Not Paying Up Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 09/05/17 | III | AA003002- AA003006 |
| Exhibit 24: Nevada Consumer Complaint #3 Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 01/27/12 | III | AA003007- AA003010 |
| Exhibit 25: Nevada Service Provider Complaint Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 03/28/17 | III | AA003011- AA003012 |
| Exhibit 26: CHW Internet Advertisement Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 09/03/17 | III | AA003013- AA003015 |
| Exhibit 27: CHW Email Advertisements Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 08/21/17 | III | AA003016- AA003024 |
| Exhibit 28: DOI Complied List of Complaints Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 03/08/17 | III | AA003025- AA003029 |
| Exhibit 29: South Carolina Civil Action Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 10/17/16 | III | AA003030- AA003068 |

| | | | |
|---|----------|-----|-----------------------|
| Exhibit 3: Oklahoma Regulatory Actions Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 02/07/14 | I | AA002792- AA002830 |
| Exhibit 38: Nevada Consumer Complaint #4 Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/12/16 | III | AA003069- AA003072 |
| Exhibit 39: Fox 4 Problem Solvers: Overland Park Man Wants to Warn Others About Home Warranty Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 09/05/17 | III | AA003073- AA003075 |
| Exhibit 40: Action 9 Investigates Home Warranties Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 08/19/13 | III | AA003076- AA003077 |
| Exhibit 41: South Carolina Department of Insurance Licensing Application; Continuation from Appellant's Appendix (Vol. IV): Updated Hearing Exhibits and Updated Witness List by Division (Cause No. 17.0050) (09/08/17) | 04/05/11 | IV | AA003252- AA003285 |
| Exhibit 6: New Jersey Attorney General Settlement Press Release and Final Consent Judgement Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 07/15/15 | II | AA002831- AA002873 |
| Exhibit 8: State of Washington Regulatory Action Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 01/27/10 | I | AA002874- AA002905 |
| Exhibit 9: Better Business Bureau Report Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17 | 04/07/17 | II | AA002906- AA002908 |

| | | | |
|---|----------|-----|-----------------------|
| <p>Exhibit D: Certificate of Incorporation: Home Warranty Administrator of Oklahoma, Inc. (Certified)</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 08/04/10 | III | AA003078 |
| <p>Exhibit F: New Jersey Final Consent Judgment: Hoffman, et al v. CHW Group, Inc. d/b/a Choice Home Warranty</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 06/09/15 | III | AA003079- AA003132 |
| <p>Exhibit G: California Fine: Default Decision, Imposition of Monetary Penalty, Demand for Payment</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 10/12/10 | IV | AA003133- AA003135 |
| <p>Exhibit H: Oklahoma Fine: Emergency Cease and Desist Order; Conditional Administrative Order dated January 7, 2014</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 07/29/10 | IV | AA003136- AA003180 |
| <p>Exhibit HH: HWAN Files for Complainants (Original Exhibit 1666 Pages) (Redacted for Relevance and Brevity) Included Pages: (16-20, 43-47, 86-90, 172-176, 359-363, 465-469, 541-545, 831-835)</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 09/06/17 | IV | AA003212- AA003251 |
| <p>Exhibit J: Report: DOI Computer search for HWAN Consumer Complaints</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 03/08/17 | IV | AA003181- AA003185 |
| <p>Exhibit K: Claims Ratio & Analysis 2011-2017</p> <p>Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)</p> | 09/06/17 | IV | AA003186 |

| | | | |
|--|----------|------|-----------------------|
| Exhibit M: HWAN Customer Testimonials Included Pgs.: 1-20 (Original Exhibit 867Pgs.) (Redacted for Relevance and Brevity) Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17) | 09/06/17 | IV/V | AA003187- AA003206 |
| Exhibit W: Report: DOI Computer Search for HWAN Consumer Complaints Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17) | 11/29/16 | V | AA003207- AA003211 |

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the **RESPONDENT'S APPENDIX (VOLUME III OF V)** with the Clerk of the Court for the Nevada Supreme Court by using the appellate CM/ECF system on June 24, 2020.

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system as indicated below:

Constance L. Akridge, Esq.
Holland and Hart
CLAkridge@hollandhart.com

/s/ Marilyn Millam
an employee of the Office of the Attorney General

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment:

- (a) Finding that the acts and omissions of Defendants constitute multiple violations of the CFA, N.J.S.A. 56:8-1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq.;
- (b) Permanently enjoining Defendants and their owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, independent contractors, corporations, subsidiaries, affiliates, successors, assigns and all other persons or entities directly under its control, from engaging in, continuing to engage in or doing any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., including, but not limited to, the acts and practices alleged in this Complaint;
- (c) Ordering Defendants to disgorge all funds and property (real and personal) acquired and/or retained as a result of any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 et seq., and the Advertising Regulations, N.J.A.C. 13:45A-9.1 et seq., including, but not limited to, the acts and practices alleged in this Complaint;
- (d) Declaring that any RSCs entered into between Defendants and consumers that are currently in effect are null and void, thus entitling consumers to recovery of any monies paid thereunder;
- (e) Permanently enjoining Mandalawi, Hakim, and Seruya from managing or owning any business organization within this State and from serving as an officer, director, trustee, member of an executive board or similar governing body, principal, manager or stockholder owning 10% or more of the aggregate outstanding capital stock of all classes of any corporation doing business in this State, as authorized by the CFA, N.J.S.A. 56:8-8;
- (f) Permanently vacating and/or annulling the corporate charter in the State of CHW, as authorized by the CFA, N.J.S.A. 56:8-8;
- (g) Directing Defendants, jointly and severally, to restore to any affected person, whether or not named in this Complaint, any money or real or personal property acquired by means of any practice alleged herein to be unlawful and found to be unlawful, as authorized by the CFA, N.J.S.A. 56:8-8;
- (h) Assessing the maximum statutory civil penalties against Defendants,

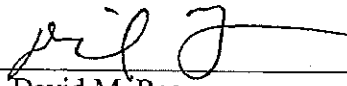
AA002986

jointly and severally, for each and every violation of the CFA in accordance with N.J.S.A. 56:8-13;

- (i) Directing the assessment of costs and fees, including attorneys' fees, against the Defendants, jointly and severally, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (j) Granting such other relief as the interests of justice may require.

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: _____


David M. Reap
Deputy Attorney General

Dated: July 21, 2014
Newark, New Jersey

AA002987

EX 14 1/2

Ripoff Report | Complaints Reviews Scams Lawsuits Frauds Reported. File your review. Consumers educating consumers.™

By consumers, for consumers...

Ripoff Report

Don't let them get away with it!™ Let the truth be known!™

FILE A REPORT

Company Name or Report #

SEARCH

Review Latest Reports

Advanced Search

Browse Categories

Total Visits since 1998: 8,967,860,822

Estimated money Consumers saved since 1998: \$15,693,756,438.44

Reports filed: 2,108,289

Update
a Report

Programs &
Services

Help &
FAQs

Consumer
Resources

Verified Business
Directory

Legal
Directory

Consumers Say
Thank You

In the
Media

Ripoff Report
Investigates

Repair your reputation the right way
Corporate Advocacy Program

Register or
Login

Ripoff Report protects consumers first amendment right to free speech

Ripoff Report Investigates, Sponsored By...

Learn How to Buy and
Invest in Silver Today!

Get Your Free Kit



How to protect yourself from Real Estate Identity Fraud

Watch our new web series Ripoff Report Investigates

Our 6 part series on real estate identity fraud shows how easily these swindlers can steal your home and equity and what you need to know to protect yourself.

Watch Now!

Report: #1335808

Complaint Review: Choice Home Warranty

Related Reports

Rescare Homecare: falling unit, no responsibility for anything except billing hurdle! This company is only good as long as you pay and their unit is...

Select homes Had this home for 15 years. Electrical, plumbing and serious structural problems. Have a video to prove it. When select homes out my home...

Dream Number Beds, Jeffco Fibres. Doesn't cover any warranty on Dream Number Products Nationwide

Smartbuylasses USA online. Terrible Customer Service and Warranty not honored Internet

TOCO WARRANTY/AMTRUST FINANCIAL AMTRUST FINANCIAL WARRANTECH SCAM, SCAM, SCAM, SCAM, SCAM SHERMAN OAKS, NEW YORK CITY Nationwide

HOME PARTNERS OF AMERICA Nationwide

Ashley Furniture Avoids any warranty issues. They call it a courtesy so they do not have to warranty any issues Phoenix Arizona

Members choice Vehicle Service contract Suncoast Teachers CU \$290 Throttle Sensor built into throttle body not covered in PLATINUM Extended Warranty!

Ninja coffee bar False warranty Newton Massachusetts

Paul J Sulla Jr. The Law Office of Paul J. Sulla Jr. Beware this Attorney Stole Our Home and Land via Forged Documents Hilo Hawaii

Editorial Comments

Political Signs Must Go!



Submitted: Mon, October 31, 2016 Updated: Mon, October 31, 2016
Reported By: Mike — Henderson Nevada USA

Choice Home Warranty
Edison, New Jersey
USA

Phone: 888-531-5403
Web: www.choicehomewarranty.com
Category: US Postal Service

Choice Home Warranty Company is trying to take money out of my checking account after 12 month contract ended. Edison New Jersey

Like 0

G+1

Recommend this on Google

Tweet

REBUTTAL BOX™ | Respond to this Report!

Add Rebuttal to this Report

Abitrate & Set Record
Straight

File New Report

Repair Your Reputation

I signed a contract with Choice Home Warranty in May of 2014 for my vacation home in Henderson, Nevada. According to what the contract says it is for a period of 356 days. We gave them permission to deduct the monthly payment out of our checking account for that period. A few weeks ago I started getting calls from Choice saying that they can no longer take payments out of my checking because something is wrong. I checked it out and when we were issued a new card from the bank with a chip installed about 4 months ago they no longer allowed anymore monthly deductions. Then it dawned on me they were taking money out of the account passed the time on the contract. I told them this and the lady on the phone representing the company said the contract was for 3 years.....which is a total fabrication.....then directed me to customer service.....and some lousy elevator music while they ignored me. I'm filing a complaint with the BBB and probably the Attorney Generals Office in Nevada. I've read that they have over 2000 complaints

← Is this
Ripoff Report
About you?

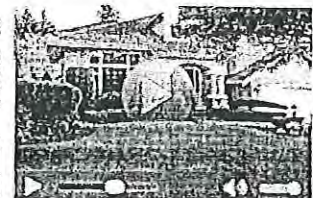
Ripoff Report
A business' first
line of defense
on the Internet.

If your business is
willing to make a
commitment to
customer satisfaction
[Click here now.](#)

Does your business have a bad
reputation?

**Ripoff Report
INVESTIGATES**

Real Estate Deed Fraud on Rise
Learn how to protect yourself



California Real Estate Commisloner
tells you what you need to know.

Watch Now!

Get An Econoline Pool For As Low As \$399!

Hurry!
Limited Time Offer

CLICK HERE!

Ripoff Report
Verified &
businesses you can trust!

TIMESHARE OR CRIMESHARE
VO Financial Corporation
Is the Only One You Can Trust
If you are a VICTIM fraud
It ends TODAY!

Victim of a Rip-off?
Don't get mad
get revenge!

Only \$399
CLICK

AA002988

Editorial Comment
ED Magedson - Founder
Ripoff Report

with BBB and the Attorney General in New Jersey is investigating them.

Fix it the right way.
Corporate Advocacy Program™
SEO Reputation Management
at its best!

Ripoff Report Investigates!

FACE CREAM Ripoff!

Likely in a Mall near you...



WARNING!

HAVE YOU BEEN A VICTIM OF
"FACE CREAM FRAUD"?

Consumers Reported Ripoffs by
Mall predators

Kiosk hucksters offering
free skin cream trials...
Only thing... it's NOT free!

WHAT IS YOUR STORY?
ARE YOU A VICTIM?
FORMER EMPLOYEE?

WE WANT TO HEAR IT!
Contact Our Team Now:
Investigate@ripoffreport.com

This report was posted on Ripoff Report on 10/31/2016 05:13 AM and is a permanent record located here: <http://www.ripoffreport.com/r/Choice-Home-Warranty/Edison-New-Jersey-08837/Choice-Home-Warranty-Company-is-trying-to-take-money-out-of-my-checking-account-after-12-1335808>. The posting time indicated is Arizona local time. Arizona does not observe daylight savings so the post time may be Mountain or Pacific depending on the time of year.

Ripoff Report has an exclusive license to this report. It may not be copied without the written permission of Ripoff Report.

[Click Here to read other Ripoff Reports on Choice Home Warranty](#)

Search for additional reports

If you would like to see more Rip-off Reports on this company/individual, search here:

[Search Tips](#)

Report & Rebuttal

Respond to this
report!

Also a victim?

Repair Your
Reputation!

Arbitrate

[Remove Reports?](#)

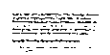
No! Better yet! Arbitrate to set the record straight!!

Featured Ripoff Reports



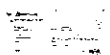
Sain Youth Cream Trial
offer, scam, credit card fishing, auto
ship internet

offer, scam, credit card fishing, auto
ship internet



Kevin Spear @ IKOH Talent Management
Consulting and Staffing Group
Employment
accepter scam

Nationwide



Nouvelite Like
many others, I
thought I was
just getting a
one time trial
size for \$4.95.

Instead I kept getting a monthly
shipment with no invoice and...



Willow River Farm Barb Wilson
This has
to stop!!!
Michigan



Department of Global Response Report Documents

Chandler Arizona



Christopher Skovira Avolio
Chris Skovira I
lost total
custody of my
son with this
Guy Greensboro Pennsylvania

Guy Greensboro Pennsylvania



Bandwidth Daily Media Promised
me promotion
then took my
money
California
Internet

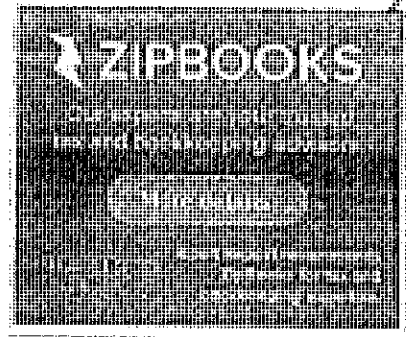


Really Spectacular - Christopher Ramest
LordShawSiz
Contracted for
services and
performed NOTHING after payment
sent Las Vegas Nevada

performed NOTHING after payment
sent Las Vegas Nevada



Teradela
deceptively
Internet

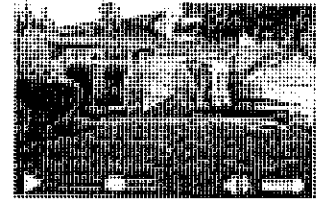


Advertisers above have met our
strict standards for business conduct.

X

Ripoff Report INVESTIGATES

Real Estate Deed Fraud on Rise
Learn how to protect yourself



California Real Estate Commissioner
tells you what you need to know.

Watch Now!

AdChoice

travelocity *Wander Wisely*

**Book Flight + Hotel
together.
Save up to \$588!**

Book Now

*Prices vary and will be updated when you view current results.
Offers subject to availability and may be discontinued without notice.
Terms and conditions apply. CST# 2081930-00.

AA002989

Ripoff Report | Complaints Reviews Scams Lawsuits Frauds Reported. File your review. Consumers educating consumers.™

By consumers, for consumers...

Ripoff Report

Don't let them get away with it!® Let the truth be known!™

FILE A REPORT

Company Name or Report #

SEARCH

Review Latest Reports

Advanced Search

Browse Categories

Total Visits since 1998: 8,967,860,822

Estimated money Consumers saved since 1998: \$15,693,756,438.44

Reports filed: 2,108,289



Update
a Report

Programs &
Services

Help &
FAQs

Consumer
Resources

Verified Business
Directory

Legal
Directory

Consumers Say
Thank You

In the
Media

Ripoff Report
Investigates

Repair your reputation the right way
Corporate Advocacy Program

Register or
Login

■ Ripoff Report protects consumers first amendment right to free speech

Ripoff Report Investigates Sponsored By



How to protect yourself from Real Estate Identity Fraud

Watch our new web series Ripoff Report Investigates

Our 6 part series on real estate identity fraud shows how easily these swindlers can steal your home and equity and what you need to know to protect yourself.

Watch Now!

Report: #1315610

Complaint Review: CHOICE HOME WARRANTY

Related Reports

Rescare Homecare: falling unit, no responsibility for anything except billing further!! This company is only good as long as you pay and their unit is...

Select homes Had this home for 15 years. Electrical, plumbing and serious structural problems. Have a video to prove it. When select homes put my home...

Dream Number Beds, Jeffco Fibres Doesn't cover any warranty on Dream Number Products Nationwide

Smartbuyglasses USA online Terrible Customer Service and Warranty not honored Internet

TOGO WARRANTY/AMTRUST FINANCIAL AMTRUST FINANCIAL WARRANTECH SCAM SCAM SCAM SCAM SHERMAN OAKS, NEW YORK CITY Nationwide

HOME PARTNERS OF AMERICA Nationwide

Ashley Furniture Avoids any warranty issues. They call it a courtesy so they do not have to warranty any issues Phoenix Arizona

Members choice Vehicle Service contract Suncoast Teachers CU \$280 Throttle Sensor built into throttle body not covered in PLATINUM Extended Warranty!

Ninia coffee bar False warranty Newdon Massachusetts

Paul J. Sulla, Jr. The Law Office of Paul J. Sulla, Jr. Beware this Attorney Steals Our Home and Land via Forced Documents Hilo Hawaii

Editorial Comments

Political Signs Must Go!



Submitted: Thu, July 07, 2016 Updated: Thu, July 07, 2016
 Reported By: Stardust — Henderson Nevada USA

CHOICE HOME WARRANTY
 Nationwide
 USA

Phone: 702 929 5540
 Web:
 Category: Unusual Rip-Off

CHOICE HOME WARRANTY Refused to replace pool pump that went thru a rain/wind storm-saying it was not covered cause it was not installed correctly Henderson, Nevada Nationwide

***Author of original report: Choice Home Warranty Scam! Beware!**

Like 0

G+

Recommend this on Google

Tweet

REBUTTAL BOX™ | Respond to this Report!

Add Rebuttal to this Report

File New Report

Arbitrate & Set Record
 Straight

Repair Your Reputation

Pool Pump working for the last 5 years I've owned the property went out during a cyclone type wind and rain storm in my back yard. The GFCI Breaker sparked as did the wire going into the pump but the pump motor would not go on and the switch would not go back to the off position.

Pool Company, sends Tech who does nothing to really diagnose the problem. Took nothing apart or left note for me or never even called me. He just took the Service check of \$40 and left. I knew something was wrong when they didnt call me to tell me what was wrong. The next day, the Supervisor at CHOICE HOME WARRANTY told me he would not refund the check and that my pool pump was not covered because it was not correctly installed

← Is this
 Ripoff Report
 About you?

Ripoff Report
 A business' first
 line of defense
 on the Internet.

If your business is
 willing to make a
 commitment to

Verified Business Directory
 Ripoff Report verified
 ...businesses you can trust!
See It Now!

Ripoff Report
LEGAL DIRECTORY

LOANMART
 Same Day Cash
SEVEN DAYS A WEEK
 Get \$2,500 - \$50,000
 No Pre-Payment Penalties
 Get Your Cash, Keep Your Car
CALL TODAY

Get An Econoline Pool For As Low As \$399!
Hurry!
 Limited Time Offer
CLICK HERE!

Ripoff Report
 verified
 ...businesses you can trust!

FREE INVESTOR KIT
Get a Now
TIMESHARE OR CRIMESHARE
 70 Financial Companies
 To the Only One You Can Trust
 If you are a VICTIM Based
 It's made TODAY
 Victim of
 Don't g
 get rev

ZIPBOOKS
 Our experts are your trusted
 tax and bookkeeping advisors.
More details
 Ripoff Report recommends
 ZipBooks for tax and
 bookkeeping expertise.

Advertisers above have met our
 strict standards for business conduct.

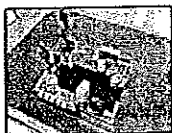
AA002990

Editorial Comment
ED J. Jordon - Founder
Ripoff Report

Ripoff Report Investigates!

FACE CREAM Ripoff!

Likely in a Mail near you...



WARNING!

HAVE YOU BEEN A VICTIM OF
"FACE CREAM FRAUD"?

Consumers Reported Ripoffs by
Mail predators

Kiosk hucksters offering
free skin cream trials...
Only thing... it's NOT free!

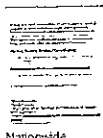
WHAT IS YOUR STORY?
ARE YOU A VICTIM?
FORMER EMPLOYEE?

WE WANT TO HEAR IT!
Contact Our Team Now:
investigate@ripoffreport.com

Featured Ripoff Reports

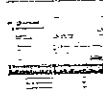


Satin Youth, Inc.
Satin Youth
Satin Youth
Cream Trial
offer, scam, credit card fishing, auto
ship internet



Kevin Spear @
JKON Talent
Management
Consulting and
Staffing Group
Employment
agency scam

Nationwide



Nourait Like
many others I
thought I was
just getting a
one time trial
size for \$3.95

Instead I kept getting a monthly
shipment with no invoice and...



Willow River
Farm Barb
Wilson This has
to stop!!!
Michigan

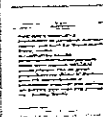


Department of
Global
Response
Report
Documents

Chandler Arizona



Christopher
Skovira-Avello
Crista Shovira I
lost total
custody of my
son with this
firm Greensboro Pennsylvania



Bandwidth Daily
Media Promised
me promotion
then took my
money
California
Internet



Really
Spectacular -
Christopher
Rashed -
LongShovira
Contracted for
services and
performed NOTHING after payment
sent Las Vegas Nevada



Teradata
deceptively
Internet

onto the intake housing. He said it should have been installed where the vent holes were on top instead of on the sides. I wish I could post a picture of this cause this is absolutely a beyond ridiculous statement.

So, I am stuck with a pool full of water turning greener by the day cause the Warranty Company will not fix the problem that is covered under the warranty. They have done this before with previous problems as follows: Would not pay the total cost of a new motor for the A/C and Heating System fan motor saying it had not been properly maintained and then they paid 1/2 of the amount. My other house they would not replace the water heater cause they said they do not replace water heaters that are leaking water.

customer satisfaction
Click here now..

Does your business have a bad
reputation?

Fix it the right way.

Corporate Advocacy Program™

SEO Reputation Management
at its best!!

This report was posted on Ripoff Report on 07/07/2016 03:01 PM and is a permanent record located here: <http://www.ripoffreport.com/r/CHOICE-HOME-WARRANTY/nationwide/CHOICE-HOME-WARRANTY-Refused-to-replace-pool-pump-that-went-thru-a-rainwind-storm-saying-1315610>. The posting time indicated is Arizona local time. Arizona does not observe daylight savings so the post time may be Mountain or Pacific depending on the time of year.

Ripoff Report has an exclusive license to this report. It may not be copied without the written permission of Ripoff Report.

[Click Here to read other Ripoff Reports on CHOICE HOME WARRANTY](#)

Search for additional reports

If you would like to see more Rip-off Reports on this company/individual, search here:

CHOICE HOME WARRANTY

Search

Search Tips

Report & Rebuttal

Respond to this
report!

File a Rebuttal

Also a victim?

File a Report

Repair Your
Reputation!

Get Started

Arbitrate

Remove Reports?

No! Better yet!! Arbitrate to set the record straight!!

REBUTTALS & REPLIES:

Updates & Rebuttals

1 0 0
Author Consumer Employee/Owner

#1 Author of original report

Choice Home Warranty Scam! Beware!

AUTHOR: - ()

SUBMITTED: Saturday, July 09, 2016

Choice Home Warranty refuses to pay for the repair of a pump motor for swimming pool that was in a mega storm in Las Vegas that stopped working because of it. They claim the motor was installed wrong and the vent hole should be on top instead of the sides...this is absurd cause there is only one way to install motor that bolts into the pump housing; The capacitor sits on the top of motor... Pool Tech that they had me call took my check and didnt even leave a work repair invoice. Looks like the Warranty Company and the Pool Service are in Cohools.

Report Attachments:



Respond to this report!

File a Rebuttal

Report & Rebuttal

Respond to this
report!

File a Rebuttal

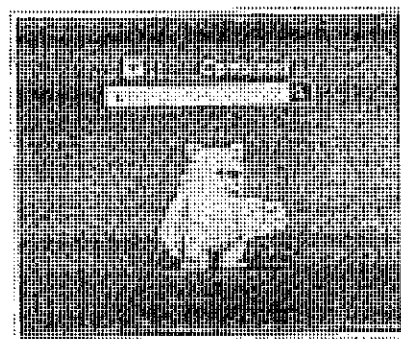
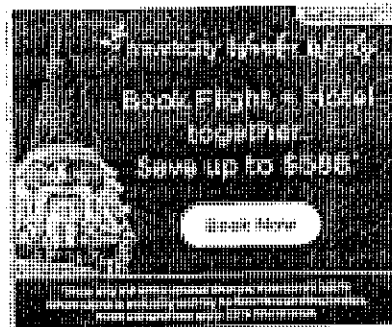
Also a victim?

File a Report

Repair Your
Reputation!

Get Started

Arbitrate



AA002991

EX 16

1/2

Ripoff Report | Complaints Reviews Scams Lawsuits Frauds Reported. File your review. Consumers educating consumers.™

By consumers, for consumers...

Ripoff Report

Don't let them get away with it!® Let the truth be known!™

FILE A REPORT

Company Name or Report #

SEARCH

Review Latest Reports Advanced Search Browse Categories

Total Visits since 1998: 8,967,860,822

Estimated money Consumers saved since 1998: \$15,693,756,438.44

Reports filed: 2,108,294

Update
a ReportPrograms &
ServicesHelp &
FAQsConsumer
ResourcesVerified Business
DirectoryLegal
DirectoryConsumers Say
Thank YouIn the
MediaRipoff Report
InvestigatesRepair your reputation the right way
Corporate Advocacy ProgramRegister or
Login

Ripoff Report protects consumers first amendment right to free speech

Ripoff Report Investigates. Sponsored By

Learn How to Buy and
Invest in Silver Today!

Get Your Free Kit

**How to protect yourself from Real Estate Identity Fraud**

Watch our new web series Ripoff Report Investigates

Our 6 part series on real estate identity fraud shows how easily these swindlers can steal your home and equity and what you need to know to protect yourself.

Watch Now!



2016 Compact Car Comparison

Report: #1300931

Complaint Review: choice home warranty**Related Reports**

Rescare Homecare: falling unit, no responsibility for anything except billing further!! This company is only good as long as you pay and their unit is...

Select homes Had this home for 15 years. Electrical, plumbing and serious structural problems. Have a video to prove it. When select homes buy my home...

Dream Number Beds, Jeffco Fibres Doesn't cover any warranty on Dream Number Products Nationwide

Smartbuyglasses USA online Terrible Customer Service and Warranty not honored Internet

TOCO WARRANTY/AMTRUST FINANCIAL AMTRUST FINANCIAL WARRANTECH SCAM SCAM SCAM SCAM SHERMAN OAKS, NEW YORK CITY Nationwide

HOME PARTNERS OF AMERICA Nationwide

Ashley Furniture Avoids any warranty issues. They call it a courtesy so they do not have to warranty any issues Phoenix Arizona

Members choice Vehicle Service contract Suncoast Teachers CU \$750 Throttle Sensor built into throttle body not covered in PLATINUM Extended Warranty!

Ninja coffee bar False warranty Newton Massachusetts

Paul J Sulla, Jr. The Law Office of Paul J. Sulla, Jr. Beware this Attorney Stole Our Home and Land via Forged Documents Hilo Hawaii

Editorial Comments**Political Signs Must Go!**Submitted: Wed, April 20, 2016 Updated: Wed, April 20, 2016
Reported By: Ira B. — Las Vegas Nevada USAchoice home warranty
Nationwide
USA

Phone:

Web: www.choicehomewarranty.comCategory: [Heating, Cooling & Ventilation](#)**choice home warranty rip off Nationwide**

Like 0



Recommend this on Google

Tweet

REBUTTAL BOX™ | Respond to this Report!

Add Rebuttal to this Report

Arbitrate & Set Record
Straight

File New Report

Repair Your Reputation

IF YOU EVER NEED HOME INSURANCE FOR YOUR APPLIANCES ETC. BE SURE TO AVOID CHOICE HOME WARRANTY.

← Is this
Ripoff Report
About you?**Ripoff Report**
A business' first
line of defense
on the Internet.

THEY DO NOT PAY THEIR VENDORS AND A PART THAT THE VENDOR MAY HAVE WILL NOT BE USED AND YOU WILL NEED TO WAIT ON CHOICE TO SUPPLY THE PART AND THAT JUST HAD TAKEN ME 3 WEEKS TO GET TWO PARTS.

If your business is
willing to make a
commitment to
customer satisfaction
[Click here now..](#)Does your business have a bad
reputation?
Fix it the right way.[Corporate Advocacy Program™](#)[SEO Reputation Management](#)
at its best!THE SAME VENDORS HAVE ALSO INFORMED ME
THAT NOW WITH SUMMER COMING THEY ARE NOT

Verified Business Directory

Ripoff Report
verified &
...businesses you can trust!

See it Now

Ripoff Report
LEGAL DIRECTORY

LOANMART
Same Day Cash
SEVEN DAYS A WEEK

Get \$2,500 - \$50,000
No Pre-Payment Penalties
Get Your Cash, Keep Your Car

CALL TODAY

LEARN CAPITAL IS "A GOOD HONEST BUSINESS" COMMITTED TO "100% CUSTOMER SATISFACTION"

ED MAGEDSON
FOUNDER OF RИP OFF REPORT

Ripoff Report
verified &
...businesses you can trust!

LEARN CAPITAL
THE RИP OFF REPORT

Ripoff Report
verified &
...businesses you can trust!

FREE INVESTOR KIT
Get it Now!

TIMESHARE OR CRIMESHARE
VO Financial Corporation
Is the Only One You Can Trust
If you are a TIMESHARE Victim
It ends TODAY!

Victim of
Don't get re

AA002992

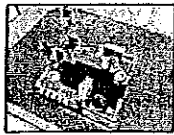
Editorial Comment
ED Magedson - Founder
Ripoff Report

HONORING AIR CONDITIONING BREAKDOWNS. <https://www.facebook.com/Choice-Home-Warranty-Ripoff-649619125108406/?fref=rf>

Ripoff Report Investigates!

FACE CREAM Ripoff!

Likely in a Mall near you...



WARNING!

HAVE YOU BEEN A VICTIM OF
"FACE CREAM FRAUD"?

Consumers Reported Ripoffs by
Mall predators

Kiosk hucksters offering
free skin cream trials...
Only thing... it's NOT free!

WHAT IS YOUR STORY?
ARE YOU A VICTIM?
FORMER EMPLOYEE?

WE WANT TO HEAR IT!
Contact Our Team Now:
investigate@ripoffreport.com

This report was posted on Ripoff Report on 04/20/2016 04:49 PM and is a permanent record located here: <http://www.ripoffreport.com/r/choice-home-warranty/nationwide/choice-home-warranty-rip-off-Nationwide-1300931>. The posting time indicated is Arizona local time. Arizona does not observe daylight savings so the post time may be Mountain or Pacific depending on the time of year.

Ripoff Report has an exclusive license to this report. It may not be copied without the written permission of Ripoff Report.

[Click Here to read other Ripoff Reports on choice home warranty](#)

Search for additional reports

If you would like to see more Rip-off Reports on this company/individual, search here:

[Search Tips](#)

Report & Rebuttal

Respond to this
report!

Also a victim?

Repair Your
Reputation!

Arbitrate

Remove Reports?

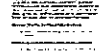
[No! Better yet! Arbitrate to set the record straight!](#)

Featured Ripoff Reports



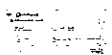
Satin Youth, Try
Satin Youth,
Satin Youth
Cream Trial

offer, scam, credit card fishing, auto
shop Internet



Kevin Spear @
KON Talent
Management
Consulting and
Staffing Group
Employment
agency scam

Nationwide



NouvaLife Like
many others, I
thought I was
just getting a
one time trial
size for \$4.95

instead I kept getting a monthly
shipment with no invoice and...



Lisa Hindin Lisa
Hindin, Lisa
Hindin Lang
Really Shady
realtor in sunny
Florida Boca

ation Florida



Willow River
Farm Barb
Wilson This has
to stop!!!
Michigan



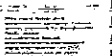
Department of
Global
Response
Report
Documents

Chandler Arizona



Christopher
Skovira, Apollo
Chris Skovira I
lost total
custody of my
son with this
guy Greensburg Pennsylvania

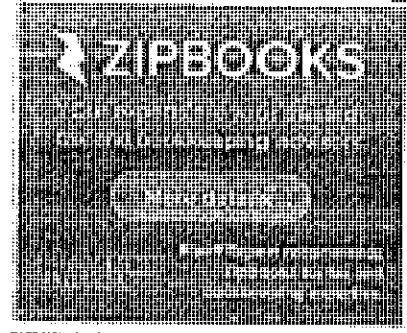
guy Greensburg Pennsylvania



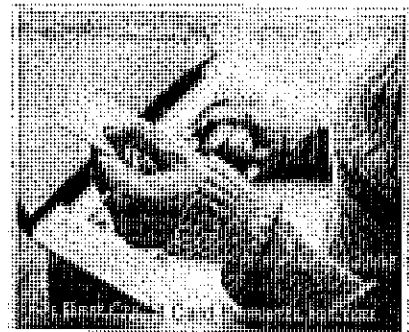
Bandwidth Daily
Media Promised
me promotion
then took my
money
California
Internet



Really
Spectacular -
Christopher
Rachael -
Lord ShowBiz
Contracted for
services and



Advertisers above have met our
strict standards for business conduct



AA002993

EX 17 1/3

Ripoff Report | Complaints Reviews Scams Lawsuits Frauds Reported. File your review. Consumers educating consumers.™

By consumers, for consumers...

Ripoff Report

Don't let them get away with it!™ Let the truth be known!™

FILE A REPORT

Company Name or Report #

SEARCH

Review Latest Reports

Advanced Search

Browse Categories

Total Visits since 1998: 8,967,860,822

Estimated money Consumers saved since 1998: \$15,693,756,438.44

Reports filed: 2,108,294

Update
a ReportPrograms &
ServicesHelp &
FAQsConsumer
ResourcesVerified Business
DirectoryLegal
DirectoryConsumers Say
Thank YouIn the
MediaRipoff Report
InvestigatesRepair your reputation the right way
Corporate Advocacy ProgramRegister or
Login

Ripoff Report protects consumers first amendment right to free speech

Ripoff Report Investigates. Sponsored By

Learn How to Buy and
Invest in Silver Today!

Get Your Free Kit!

**How to protect yourself from Real Estate Identity Fraud**

Watch our new web series Ripoff Report Investigates

Our 6 part series on real estate identity fraud shows how easily these swindlers can steal your home and equity and what you need to know to protect yourself.

Watch Now!

Report: #1280168

Complaint Review: Choice Home Warranty

Related Reports

Rescare Homecare: falling unit, no responsibility for anything except billing further!! This company is only good as long as you pay and their unit is...

Select homes Had this home for 15 years. Electrical, plumbing and serious structural problems. Have a video to prove it. When select homes out my home.

Dream Number Beds Jeffco Fibres Doesn't cover any warranty on Dream Number Products Nationwide

Smartbuyglasses USA online Terrible Customer Service and Warranty not honored Internet

TOCO WARRANTY/AMTRUST FINANCIAL AMTRUST FINANCIAL WARRANTECH SCAM SCAM SCAM SCAM SCAM SHERMAN OAKS, NEW YORK CITY Nationwide

HOME PARTNERS OF AMERICA Nationwide

Ashley Furniture Avoids any warranty issues. They call it a courtesy so they do not have to warranty any issues Phoenix Arizona

Members choice Vehicle Service contract Suncoast Teaches CU \$290 Throttle Sensor built into throttle body not covered in PLATINUM Extended Warranty!

Ninja coffee bar False warranty Hexton Massachusetts

Paul J Sulla Jr. The Law Office of Paul J. Sulla Jr. Beware this Attorney Stole Our Home and Land via Forged Documents Hilo Hawaii

Editorial Comments

Political Signs Must Go!

Submitted: Thu, January 14, 2016 Updated: Tue, January 19, 2016
Reported By: laappliance — Las Vegas Nevada USAChoice Home Warranty
1090 King Georges Post Rd
Edison, New Jersey
USAPhone: 888-531-5403
Web: <http://www.choicehomewarranty.com/>
Category: Home Warranty Companies**Choice Home Warranty contractors
BEWARE please read before Edison New Jersey*****REBUTTAL Owner of company: you said 365 day*****Author of original report: they are a scam*****Consumer Comment: Me Too.**

Like 0

G+1

Recommend this on Google

Tweet

REBUTTAL BOX™ | Respond to this Report!

Add Rebuttal to this Report

Arbitrate & Set Record
Straight

File New Report

Repair Your Reputation

Choice Home Warranty is a huge scam among their contractors. They owe my company over eleven thousand dollars. We have been working for them for three months. We have completed 200 jobs for the company and not a dime has been seen from the company. They claim our

← Is this
Ripoff Report
About you?

travelocity- Wander Wisely

Book Flight + Hotel together.
Save up to \$588

Book Now

Ripoff Report INVESTIGATES

Real Estate Deed Fraud on Rise
Learn how to protect yourself

California Real Estate Commissioner tells you what you need to know.

Watch Now!

Verify before you buy

WeGoLook.com

Avoid Fraud & Misrepresentation:
Dispatch Your Looker Now

Get a Quote
Starting at only \$49

Ripoff Report verified
businesses you can trust!

Victim of a Rip-off?
Don't get mad
Get revenge!

Only \$399!
CLICK HERE!

Get the cash you and keep your!

AA002994

Editorial Comment
EO Magedson - Founder
Ripoff Report

Ripoff Report Investigates!

FACE CREAM Ripoff!

Likely in a Mall near you...



WARNING!

HAVE YOU BEEN A VICTIM OF
"FACE CREAM FRAUD"?

Consumers Reported Ripoffs by
Mall predators

Kiosk hucksters offering
free skin cream trials...
Only thing... it's NOT free!

WHAT IS YOUR STORY?
ARE YOU A VICTIM?
FORMER EMPLOYEE?

WE WANT TO HEAR IT!
Contact Our Team Now:
investigate@ripoffreport.com

check is in the mail and we should see it by the end of the week. When they day comes and there is no payment they insist it will be the following week. When asked to speak to an agent the phone is transferred and then hung up, clearly trying to avoid the contractors.

This company is a huge scam! We are not their first victims. I have seen plenty of angry customers and contractors on this website. This is a warning to any contractors who wish to join their team. Please beware you are in to get robbed.

Deryl Alessi, our assigned contractor relations manager is an even bigger scam. He comes up with excuses each phone call to buy time as to why payment has not been received.

Ripoff Report A business' first line of defense on the Internet.

If your business is
willing to make a
commitment to
customer satisfaction
Click here now..

Does your business have a bad
reputation?
Fix it the right way.

Corporate Advocacy Program™

SFO Reputation Management
at its best!

This report was posted on Ripoff Report on 01/14/2016 07:54 PM and is a permanent record located here: <http://www.ripoffreport.com/r/Choice-Home-Warranty/Edison-New-Jersey-08827/Choice-Home-Warranty-contractors-BEWARE-please-read-before-Edison-New-Jersey-1280168>. The posting time indicated is Arizona local time. Arizona does not observe daylight savings so the post time may be Mountain or Pacific depending on the time of year.

Ripoff Report has an exclusive license to this report. It may not be copied without the written permission of Ripoff Report.

[Click Here to read other Ripoff Reports on Choice Home Warranty](#)

Search for additional reports

If you would like to see more Rip-off Reports on this company/individual, search here:

Choice Home Warranty Search [Search Tips](#)

Report & Rebuttal

Respond to this
report!

[File a Rebuttal](#)

Also a victim?

[File a Report](#)

Repair Your
Reputation!

[Get Started](#)

Arbitrate

Remove Reports?

[Not Better yet! Arbitrate to set the record straight!](#)

REBUTTALS & REPLIES:

Updates & Rebuttals

1 1 1
Author Consumer Employee/Owner

#1 REBUTTAL Owner of company

you said 365 day

AUTHOR: Mike - (USA)

SUBMITTED: Sunday, April 10, 2016

I know the contractor work with this scams and they never paid them even after year and half.

Respond to this report!

[File a Rebuttal](#)

#2 Author of original report

they are a scam

AUTHOR: - ()

SUBMITTED: Thursday, April 07, 2016

i did over 120 jobs in las vegas and never got a dime deryl is a crook that needs to be behind the bars, go take more jobs collect the servicew fee and never show that's the only way

you'll not see you money

Respond to this report!

[File a Rebuttal](#)

#3 Consumer Comment

Featured Ripoff Reports



Satin Youth, Try
Satin Youth
Satin Youth
Cream Trial
offer, scam, credit card fishing, auto
ship internet

Kevin Spear @
IKON Talent
Management
Consulting and
Staffing Group
Employment
agency scam

Nationwide

Nouvalet Like
many others, I
thought I was
just getting a
one time trial
size for \$4.95.
Instead I kept getting a monthly
shipment with no invoice and...

Lisa Hindin Lisa
Hindin Lisa
Hindin Long
Reality Shady
realtor in sunny
Florida Boca

ation Florida



Willow River
Farm Barb
Wilson This has
to stop!!!
Michigan

Department of
Global
Response
Report
Documents

Chandler Arizona

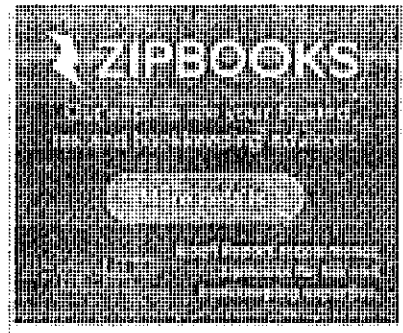


Christopher
Skovira - Avolio
Chris Skovira I
lost total
custody of my
son with this
guy Greensburg Pennsylvania

Bandwidth Daily
Media Promised
me promotion
then took my
money
California
Internet



Really
Spectacular -
Christopher
Rachael -
LordShawBig
Contracted for
services and



Advertisers above have met our
strict standards for business conduct.

**Ripoff Report
INVESTIGATES**

Real Estate Deed Fraud on Rise
Learn how to protect yourself

California Real Estate Commissioner
tells you what you need to know.

Watch Now!

AdChoices

travelocity Wander Wisely

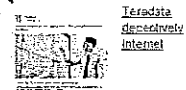
**Book Flight + Hotel
together.**
Save up to \$588!

Book Now

*Prices vary and will be updated when you view current results.
Offers subject to availability and may be discontinued without notice.
Terms and conditions apply. CST# 2083910-50.

AA002995

performed NOTHING after payment sent Las Vegas Nevada



Teradata
detective
Internet

convellastoreonline.com Fake
Inventory Internet



Windward way
recovery Casa
Palmeria They
got me high and
then billed my
insurance Costa
Mesa California



D V Auto Center
Robert Ota
Jason Ota Deer
Valley Auto
Center Lied

misrepresented fraud fraudulent
stole steal Phoenix Arizona



Power Places
Tours Inc Fred
Toby Weiss
Theresa Weiss
Grego Bradan
Lauri Wilmet

Power Places Tours v Free Spirit
Filed abusive trademark
infringement...



Jay Link, Palat-
Brokers.net
Cross Palat
Company
Jordan Link
Con-Artist
Attempts to
Steal from Truck Brokers Fresno
California Nationwide



Corstians Like
Father, Like Son
Somerset
Kentucky



Brad Brenner
Wanted a
picture of our
time, didn't pay
a penny
Pleasanton
California



Leadi Serena
Owens Leadi
Serena Leadi
Owens Services
were never paid
for Huntington
Beach California



The Varsity
Shop Beyond
BasickGotta
Have This

(Gottahavethisnow.com) Offered
The Nightmare Before Christmas
Clock took my money and no clock
Northford...



Diamond
Resorts Apollo
Global
Management
Local Florida TV
Interview, "The
Timeshare Trap" Diamond Resorts
Las Vegas Nationwide



J Ryder Group J
Ryder
GroupGolf
Diet Planner J
Ryder Group
Golf Great
Planner Auto

Dealer Hole in One Bloomfield Hills
Michigan



Me Too.

AUTHOR: All Types Plumbing - (USA)

SUBMITTED: Wednesday, January 20, 2015

They have transfer me to people then to darrel. I got a claim and went to the job. and said until you guys pay up on past invoices Im not laying out any more monet since you under paid me that didnt cover materila spent. They blacklisted me and now I have to wai 365 day for payment as its written in the contract. So be careful not to refuse work. Look for way to tranfer the claims or do as little as possible on the jobs.

Respond to this report! [File a Rebuttal](#)

Report & Rebuttal

Respond to this
report!

Also a victim?

Repair Your
Reputation!

[File a Rebuttal](#)

[File a Report](#)

[Get Started](#)

Arbitrate

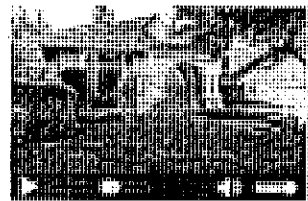
[Remove Reports?](#)

[No! Better yet! Arbitrate to set the record straight!](#)

X

Ripoff Report INVESTIGATES

Real Estate Deed Fraud on Rise
Learn how to protect yourself



California Real Estate Commissioner
tells you what you need to know.

[Watch Now!](#)

AA002996

EX 18 1/2

100 reviews

assistance.

Case in point: I was utilizing their website to get an online quote. The moment I hit send and was provided with a price quote, my phone rang and one of their representatives was on the line (calling from their NJ main office: 732-379-5309). I quickly informed the individual that I simply wanted an online quote. He stated that he was calling to offer his assistance, which I neither requested nor wanted. I let him know that I didn't need assistance and would appreciate not being called again. He responded by stating "Well why would you type in your phone number if you didn't want to be called?" He then hung up on me.

Yes, ladies and gents, this is customer service professionalism at its finest. I mean, c'mon, how silly of me to provide my phone number when it is required by an online form to get an online quote. (read: sarcasm, and KEYWORD: ONLINE). I was actually going to book a home warranty with this company prior to being treated so poorly. Now I have no interest in wasting either my time or my money on this company.

BOTTOM LINE: Even if my review doesn't warn you off of this company, surely the other reviews here will? I can't speak to their provided warranty service because their abysmal customer "service" stopped me from wasting further time or money.



Ramon R.
Lakeland, FL
47 friends
15 reviews

11/19/2016 • Updated review

This company does not stand behind the sales pitch from the enrollment department. The sales people will tell you that if they cannot fix the appliance they will replace it. I called 5 times spoke with 5 different reps and got the same answer.

I filed a claim on my oven. The part is according to them not available so the best they will do is give me 200\$ period for a 3100\$ oven. This company is I believe practicing fraudulent marketing practices...sales people promises one thing the claims dept denies the claims.

I have given up waiting for this company to do the right thing. They will be sending me 350 as full payment on this claim. I am ver dissatisfied but at this point it's the only option. The BBB of NJ was notified.

10/23/2016 • Previous review

This company does not stand behind the sales pitch from the enrollment department. The sales people... Read more



David N.
Las Vegas, NV
1 friend
36 reviews

10/12/2016

I am not sure how this is not considered a scam?

My first issue was my AC. On a hot day in Vegas it cut out. They sent me a tech who almost immediately told me that I was going to be denied any coverage or repair since I had not "maintained my AC unit". Ok, lesson learned, read the fine print.

Several months later and after 15 timely payments I called again when my built-in microwave popped and started to smoke.

They sent me a tech from a company that has almost almost no footprint in Las Vegas. Their only online presence is a one page private Facebook listing.

The "appliance tech" tells me that a transformer went out and that I most likely need a new built-in microwave. He even writes down on my receipt the parts I will need with a

AA002997

small note about the replacement. He takes pics of my microwave.

First let me tell you that I grew up in the Army. To this day I mop my floors almost every day, make my bed with hospital corners and can eat off nearly every surface. Did I mention I am still single too? This is all part of the OCD experience I have with my environment. Know that my microwave was/is spotless and cleaned after every use. Its also prob more than 10 years old but still looks good. I purchased my current home from an older couple that visited only a few months a year and even less regularly in the years before selling.

Today I got a call from Choice Home Warranty that denied my claim because my Microwave as they put it "was covered in grease and oil" and was not properly maintained. This statement belies the truth of my existence. It also contradicts what the tech told me and the pictures he took. I asked the Choice Home Warranty rep (Latasha I think) if they had seen the pictures and she told me they had not, and were issuing their denial based on the techs report. I asked if she would please call the tech and followup for me with those pics. She put me on hold for 5 minutes and afterwards claimed to have talked with a female receptionist who repeated the claim that my mic was not properly maintained. The thing is they do not have a female rep.

This company, DNG Appliance is operated by 2 guys out of an apartment who have no county license to work out of the Mail Box office that is in the county.

The facts are simple. Someone is not telling the truth. It appears that Choice Home Warranty uses the "proper maintenance" clause to pretty much summarily deny every claim they can. The AC rep who visited me told me that they had never approved a claim that he was aware of. Make sure to read the fine print. When I signed up I was told it was a pay as you go contract. When I got my contract it clearly states that its a year long commitment with penalties for early termination.

It always seemed too good to be true. My next door neighbor has a home warranty and she pays over \$1000 a year and has never been denied a claim. I pay \$480 and clearly there is no benefit, and no peace of mind.

Save yourself time, money and anguish. In my opinion, Choice Home Warranty is not worth the paper its printed on.

If you are wondering how so many sites offer positive reviews of Choice Home Warranty, I copied and pasted the content of a recent email from them for your consideration;

At Choice Home Warranty, we take customer feedback very seriously.

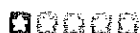
Please take a few minutes to write a review about your experience with Choice Home Warranty. Your feedback will allow us to improve our business and promote the quality of our business to potential customers.

CHW strives to be rated #1 in the home warranty industry. Help us succeed with your positive feedback and you will receive 1 FREE month of coverage.

To write a review click here:

Once your review is posted at the link above, please reply to this e-mail with a copy of your positive review. Your FREE month of coverage will be added upon receipt of your e-mail.

Ken F.



AA002998

EX 19

1/3

INVESTIGATES [HTTPS://WWW.CLICK2HOUSTON.COM/NEWS/INVESTIGATES]

Warranty company notorious for denying claims

Choice Home Warranty has highest number of BBB complaints from Houston residents

By Lauren Sweeney [https://www.click2houston.com/author/lswweeney]

Posted: 10:05 PM, July 11, 2016

Updated: 10:42 PM, July 11, 2016



+ 0

Join the conversation

MEADOWSPLACE, Texas - Matt Walker was anxious about the age of the air conditioning units before purchasing his home last summer.

The sellers offered to throw in a home warranty protection plan that was supposed to cover the air conditioning system and other major repairs.

In April, when one of the units stopped functioning, Walker soon realized that he should have done his own homework instead of allowing his realtor to select a warranty plan.

New Jersey-based Choice Home Warranty sent out a preferred vendor who told Walker the repairs would cost around \$5,000.

The company denied the claim though, stating the issue was due to a lack of maintenance and pointing to a very vague clause in the plan's paperwork.

"I was pretty angry with them, because everything I had been told it was not due to lack of maintenance," said Walker, who filed a complaint with the Better Business Bureau shortly after having his claim denied.

The Better Business Bureau has collected more than 1,800 complaints on Choice Home Warranty over the past three years. No other warranty company has received more complaints from the Greater Houston area, according to data obtained from the Better Business Bureau [http://www.bbb.org/houston] for Greater Houston and South Texas [http://www.bbb.org/houston].

AA002999

MOBILE APP USERS: Tap here

[<https://public.tableau.com/profile/lauren.sweeney#!/vizhome/WarrantyCompanyCompl>]
to view the graphic.

"It's really imperative to research the history of the company," said Leah Napoliello, the senior investigator for Houston's Better Business Bureau.

AA003000

3/3

Napoliello said before selecting a warranty company, consumers should look to see if the Better Business Bureau has received a high volume of complaints from the company and then read through the complaints to see the nature of the issues.

Consumer complaints got the attention of the New Jersey attorney general last summer.

In June 2015, Choice Home Warranty was ordered [<http://nj.gov/oag/newsreleases15/pr20150615b.html>] to pay the state of New Jersey \$780,000, including customer restitution for deceptive business practices.

The "lack of maintainence" explanation for claims denials was specifically mentioned in the attorney general's lawsuit against the company.

The settlement agreement also forced the company to have a compliance monitor to make sure the company is fulfilling the terms of the judgement and following all applicable New Jersey consumer protection laws.

A representative for Choice Home Warranty did not respond to questions about the compliance monitor.

The representative initially said the company would revisit Walker's claim and try to work out a reimbursement but later did not respond to calls or emails about the status of that reimbursement.

Consumers thinking of using a home warranty company should make sure to read the exclusion clauses in the plan to look for vague language. Also, plans may have a section that caps the total amount the company will cover in repairs at a certain dollar amount.

2016 Click2Houston/KPRC2

Contact [<http://www.click2houston.com/contact>] About [<http://www.click2houston.com/about-us>]

f [<https://www.facebook.com/KPRC2>] t [<https://twitter.com/KPRC2>]

g+ [<https://plus.google.com/114310996045455155670>]

© 2017 Click2Houston.com is managed by Graham Digital and published by Graham Media Group, a division of Graham Holdings.

AA003001

EX 20 1/5

Investigations Home News Weather Investigations Entertainment
NBC 5 Responds

61° Connect

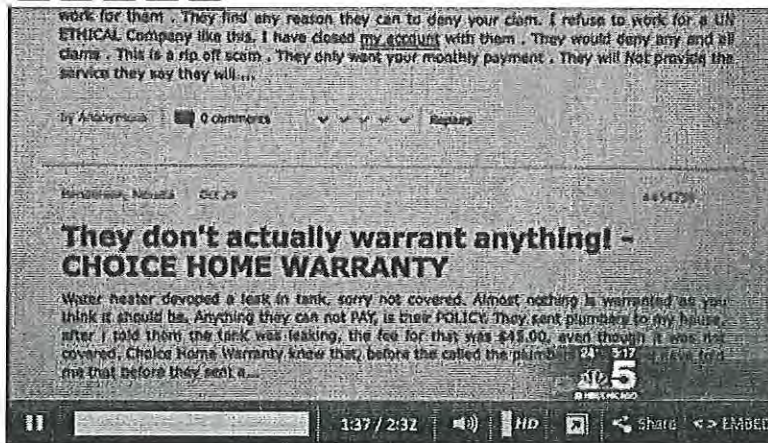


CHICAGO'S BIGGEST, MOST EXPERIENCED INVESTIGATIVE TEAM

SEND TIPS | 312-836-5821

Home Warranty Business Accused of Not Paying Up

By Lisa Parker



A suburban woman says Choice Home Warranty didn't come through on its promise to replace or repair her furnace. (Published Thursday, Dec. 5, 2013)



As the housing market bounces back, business is also on the rise for the home warranty business. U.S. homeowners will spend almost \$2 billion on them this year. But do they come through when help is needed? Judy Osiecki is not a believer.

"It gives you a false sense of security that you are covered if something happens."

The Arlington Heights woman paid Choice Home Warranty \$375 for a one year plan that promised to replace or repair appliances and home systems if they broke.



TRENDING STORIES

- 1 [VIDEO] Trump Admin. Is Winding Down DACA Immigration Program
- 2 Retail Workers, Shoppers Scramble as 'Dead Malls' Close
- 3 [VIDEO] Hurricane Irma Grows to 'Extremely Dangerous' Category 5
- 4 Markle Professes Love for Prince Harry in New Interview
- 5 [VIDEO] New 'Smart' Message Boards to Alert Drivers on I-90

WEATHER FORECAST

Chicago, IL

61° Few Clouds
Feels Like 61°

AA003002

"They told me they would send a repair person out and they would either repair or replace it," Osiecki said.

So, when her furnace went out, Osiecki called Choice Home Warranty. A repairman -- who had never seen her furnace before -- came out to take a look and reported his findings back to the company.

"He said I'm not covering it. I said why? He said it was a pre-existing condition," Osiecki recalled.

Osiecki was stunned at the words. Like many home warranty companies, she said Choice Home Warranty never asked for inspection reports or repair bills documenting the condition of her appliances before she signed up. It was a denial made based on her word against theirs.

"It made me furious. Furious! Because everything you own has a pre-existing condition on it," Osiecki said.

A loophole in the contract gives Choice Home Warranty a green light to deny claims.

Osiecki isn't the only one complaining. Scores of other Choice Home Warranty customers blast the company online calling it unethical, a scam, and a business that gives any excuse not to pay a claim. The company also has a "C-" rating with the Better Business Bureau based on its volume of complaints, amongst other things. With winter on the way and no help in sight, Osiecki had no choice but to shell out \$1,700 for a new furnace.

"They're basically selling these policies to hundreds of people a day and recouping who knows how much money, and they're outlaying nothing."

Choice Home Warranty told NBC 5 Investigates that it takes customer feedback seriously, and handles complaints in a fair manner. But after giving us that statement, the company then sent another message to Osiecki, telling her she could only be paid if she promised not to speak to the news media. She said the company promised her a check for about \$1,700 next week.

Published at 5:36 PM CST on Dec 5, 2013 | Updated at 6:19 PM CST on Dec 5, 2013

You May Like

Promoted Links by Taboola

Pregnant Mom's Sonogram Left Her In Tears
Wifeline

He Stepped Into The Water For A Closer Look, Then Re...
Hyperactivz

What Vitamin D Tells Us about Rheumatoid Arthritis
Health Central

Man Charged With Murder in Fatal Shooting of Teen on Basketball Court

Time Running Out For Kennedy to Choose Running Mate

Beware: National Weather Service Warns of Potentially Dangerous Rip Currents Al...



WHAT DO YOU THINK?

Are selfies still cool?

- ☐ Yes
- ☐ No
- ☐ They were never cool

NEXT

Insights powered by CivicScience | Privacy Policy



NEWSLETTERS

Receive the latest investigations updates in your inbox

Email
Email

Sign up

Privacy policy | More Newsletters



AA003003

SPONSORED LINKS

- Carson City, Nevada: This Brilliant Company Is Disru... (EverQuote Insurance Quotes)
- I Felt Like Someone Was Blowing Up A Balloon In My Stomach... N... (ActivatedYou)
- Deputy Didn't Know A Secret Camera Was Filming Everything (Mutually)
- This New Kind Of Swimming Pool Is So Cool (HeadCramp)
- Walk In Tub Prices Might Surprise You (Walk-in Bathtub Quotes)
- Missing Temple Student Found Dead; Fmr. Student Charged With Murder
- Cat. 4 Hurricane Irma's Forecast Puts Florida in Crosshairs
- Pittsburgh Airport to Be 1st Since 9/11 to Let Non-Flyers Past Security
- Palace Announces Prince William, Duchess Catherine Expecting 3rd Child
- Utah Nurse on Release of Viral Arrest Video: There Needs to Be Accountability

MORE FROM NBC Chicago

Promoted Links by Taboola

Leave Comments

AA003004

13 Comments

Sort by **Newest**

Add a comment...

**Paul Callow**

Choice shafted me too- inside ac unit had rusty coil-refused to cover even tho the policy says all componenets and parts- they wriggled out of it with some of the fine small print ... I made a BBB report but I doubt anything will happen they (choice) dont care, but they did pay out 6-700,000 in 2016 class action ...

Like · Reply · Jul 14, 2017 7:33am

**Manoj Rad** · Texas City, Texas

1 among 2697 reviews regarding CHOICE HOME WARRANTY

"Filed a claim for my a/c unit. I was contacted within 24 hrs and given the name of the service contractor. Set up a time for them to do the work. They showed up exactly when they said they would and immediately diagnosed the problem and made the necessary repairs. I was absolutely satisfied with my 1st claim with Choice and the contractor that made the repairs."

Read more reviews here : <https://www.homewarrantyreviews.com/.../choice-home-warranty>

Like · Reply · Apr 6, 2017 5:16am

**Chubba Valdas** · Phoenix, Arizona

If you're planning to have a home warranty policy be very careful and shop around. I choose chores home warranty company and that was nothing but a huge disappointment. this company just taking your money sending you never heard professionals with unmarked car, and later I find out everybody has a horrible customer report online . Finally a company declared my AC compressor has to be changed. my unit was always maintenance well maintained, but of course they denied the coverage due to the lack of maintenance. I am assume all the positive feedback from customer are fake. Do not hire this company. If you're calling them about your claim take 30-40 minutes to get through to them. After you talk to them they most of the time will decline your claim and when you canceling them they will charge a cancellation fee for each months you still have The coverage with them. I made a big mistake because I didn't search deep enough into their history.

Like · Reply · Jul 25, 2016 7:49am

**Sunnie Pearson** · Works at Retired

At this point in time, and contractng with a couple of highly rated warrenty companies I hear the same stories over and over again. Personally, I am beginning to believe ALL of them are 'rip offs'. They are happy to take your annual/monthly payments but when it comes time to get a household item fixed, forget it. Their usual excuse is "If it ain't broke why fix it?" They are not in the business of preventative maintenance and instead will replace something ONLY it's not working. My microwave was sparking, not heating even a cup of coffee and when the warranty company sent 'their' tech out ... See More

Like · Reply · Feb 10, 2016 2:11pm

**Ann Smith** · Milton, Florida

same thing happen to be they are a rip off company

Like · Reply · Jan 21, 2016 8:25am

**Minal Patel**

Choice Home warranty is a COMPLETE SCAM.. Please, please do NOT sign up with this company or else you will regret it, I promise you. Ive had 3 different companies over the pat 10 years and this company is a complete waste. Morally and ethically deceptive. I had a dryer break down > called to file a claim> technician came out > said it was wear and tear > would file it accordingly and wait for approval > my cliam was denied > after talking to many different claims rep > i was basically told being a new customer and early on my contract > they could not afford to pay for it > thus they stated... See More

Like · Reply · Oct 16, 2015 8:13am

Load 7 more comments

Facebook Comments Plugin



AA003005

[News](#)

[Weather](#)

[Investigations](#)

[Entertainment](#)

[Traffic](#)

[Contact Us](#)

[Connect With Us](#)



[Work at NBC 5 Chicago](#)

[FCC Independent Programming Report](#)

[FCC News and Information Programming Report](#)

[NBC Non-Profit News Partnership Reports](#)

[WMAQ Public Inspection File](#)

[Employment](#)

[21st Century Solutions](#)

[Send Feedback](#)

[Terms of service](#)

[Privacy policy](#)

© 2017 NBCUniversal Media, LLC. All rights reserved.

AdChoices

AA003006

Problem Report Information Inquiry

Problem Report ID: 39803

Status: Closed

Problem Report Type: Complaint

Responsible Section: Consumer Services

Opened Date: 10-04-2016

Closed Date: 11-30-2016

Closure Reason:

PROBLEM REPORT DETAILS

TYPE OF PROBLEM OTHER PROBLEM TYPE DESCRIPTION

Claim Denial/Delay

DESCRIPTION

COMPLAINT RE: HOME WARRANTY CLAIM DISPUTE PARTIAL CLAIM DENIAL

CONSUMER DETAIL OF COMPLAINT

I filed a service request on 06/08/2016 with Choice Home Warranty. They sent USAIR their technician, Gus Marin, to repair my A/C. He said it was too old and needed to be replaced. They sent 7 more technicians from 4 more Nevada A/C companies. All agreed that the A/C compressor and coil needed to be replaced. CHW said they had a picture on 8/17/2016 that showed no maintenance on my unit, thus they denied my claim after 10 weeks in Vegas sweating heat and \$900.00 power bills. I asked them to see the picture they said they couldn't send it to me and I should call Vegas Appliance repairs. I did. They had no picture. I faxed my maintenance records to CHW. They said they couldn't read them. My contract says if it cannot be repaired, we'll replace it.

CONSUMER DESIRED RESOLUTION

Replacement of A/C Compressor AND COIL, reimbursement of \$800.00 for excessive power usage due to malfunctioning compressor. The estimates for replacement range from \$4500 to \$5000. A cash settlement is fine also. I cannot go any longer without A/C. I am a senior victim of Choice Home Warranty. THE COMPANIES, USAIR, VEGAS APPLIANCE REPAIR, COMFORT ZONE AIR CONTIONING AND HEATING THAT CHW SENT to "fix" the compressor said it lasted 17 years well past the average lifespan of a compressor in Las Vegas. Obviously, it was well-maintained.

CONSUMER IS COMPLAINING AGAINST

My Insurance Company

CONSUMER IS REPRESENTED BY AN ATTORNEY?

No

HOW DID THE CONSUMER KNOW ABOUT US?

Other

HAS THE CONSUMER PREVIOUSLY REPORTED THIS PROBLEM TO OUR OFFICE OR ANY OTHER AGENCY?

No

PURCHASED INSURANCE ON THE HEALTH CARE EXCHANGE?

RESPONDENT INFORMATION

NAME

HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY

ADDRESS 90 WASHINGTON VALLEY RD
BEDMINSTERNJ 07921-2118

EIN/NPN

90-0594950

EMPLOYMENT TYPE

NAIC ID

REPRESENTATIVE

COMPLAINT CONFIRMED

No

| SOURCE | COMPLAINT TYPE | INCIDENT DATE | RECEIVED DATE | PRIORITY | LOCATION | LOCATION DATE |
|----------------------------|------------------|--------------------------|----------------------------|--------------------------------------|---------------------------------|--------------------|
| Consumer | General | 08-19-2016 | 10-04-2016 | | Carson City | |
| FINDING TYPE | INCIDENT GROUP | SUBJECT | SUBJECT ADDITIONAL DETAILS | STATE ID | SYSTEM SOURCE | |
| INSURER | AGENCY | TYPE OF INSURANCE | SELF-FUNDED HEALTH PLAN | COVERAGE TYPE | COVERAGE LEVEL | COVERAGE SUBLEVELS |
| CHOICE HOME WARRANTY | Homeowners | No | | Miscellaneous | Ext'd Warranty & Serv Contracts | |
| NAME OF INSURED | POLICY NUMBER | POLICY PERIOD BEGIN DATE | POLICY PERIOD END DATE | POLICY ISSUED STATE | INSURANCE CARD ID | CLAIM NUMBER |
| Coleman, Glynn Kenneth | 830929401 | | | Nevada | | 58928296 |
| TYPE OF POLICY | LOCATION OF LOSS | IS THE INSURED MEDICARE | MEDICARE SUPP. PLAN | OTHER PARTY'S POLICY OR CLAIM NUMBER | | |
| Extended Warranty Contract | las vegas nevada | No | | | | |

COMPLAINANT INFORMATION

| NAME | ADDRESS | NPN | ORGANIZATION | ROLE | REPRESENTATIVE | AGE GROUP | MEDICAL INFO: AUTHORIZATION |
|-------------------|--|-----|--------------|---------|----------------|-----------|-----------------------------|
| GREENLEE, MARY JO | 4923 Sawyer Avenue Las Vegas,, NV 89108 | | | Insured | | | No |

STAFF MEMBERS

STAFF MEMBER

Name Kim

BEGIN DATE

09-09-2016

END DATE

11-10-2016

RESPONSIBLE

Yes

EX 24 1/4

A4000007

Problem Report Information Inquiry

Problem Report ID: 39803

Problem Report Type: Complaint

Responsible Section: Consumer Services

Status: Closed

Opened Date: 10-04-2016

Closed Date: 11-30-2016

Closure Reason:

| REASONS | | RESPONDENT | |
|--------------|---------------------|--|---|
| CATEGORY | REASON TYPES | | |
| CH | Delay | CHOICE HOME WARRANTY | |
| CH | Delay | HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY | |
| ACTIONS | | RESPONSE | |
| ACTION DATE | ACTION | LETTER DESCRIPTION | INVOLVED PARTY NAME |
| STAFF MEMBER | TIME | BATCH QTY | COMMENT |
| 03-08-2017 | Other | 0 | Updated Respondent to Home Warranty Admin. DBA Choice Home Warranty |
| 11-30-2016 | Phone | 0 | LS |
| Kim Kuhlman | | | Company responded upholding position. I requested the company provide the Division with an explanation and reach out to the vendors to determine what type of service work was completed. Company changed their position, and is paying claim up to limits of policy. |
| 11-29-2016 | Other | 0 | |
| Kim Kuhlman | | | Royd. faxed documentation from Ms. Greenlee. Contacted company providing them with copies of documentation requesting them to re-review this documentation. |
| 11-18-2016 | Phone | 0 | |
| Kim Kuhlman | | | Spoke with Mary Jo she advised she has maintenance records that she will be sending to me. |
| 11-10-2016 | Satisfaction Ballot | 0 | |
| Kim Kuhlman | | | |

AA003008

Problem Report Information Inquiry

Problem Report ID: 26609

Problem Report Type: Complaint

Responsible Section: Consumer Services

Status: Closed

Opened Date: 01-27-2012

Closed Date: 04-26-2012

Closure Reason:

PROBLEM REPORT DETAILS

TYPE OF PROBLEM OTHER PROBLEM TYPE DESCRIPTION

DESCRIPTION

Complainant has submitted invoices for warranty work. Choice Home Warranty is not responding.

CONSUMER DETAIL OF COMPLAINT

CONSUMER DESIRED RESOLUTION

CONSUMER IS COMPLAINING AGAINST

CONSUMER IS REPRESENTED BY AN ATTORNEY? No HOW DID THE CONSUMER KNOW ABOUT US?

HAS THE CONSUMER PREVIOUSLY REPORTED THIS PROBLEM TO OUR OFFICE OR ANY OTHER AGENCY?

No PURCHASED INSURANCE ON THE HEALTH CARE EXCHANGE?

RESPONDENT INFORMATION

NAME ADDRESS 1090 KING GEORGES POST RD BLDG 10 EIN/INPN EDISONNJ 08837

EMPLOYMENT TYPE NAIC ID

State Specific REPRESENTATIVE COMPLAINT CONFIRMED Yes

SOURCE COMPLAINT TYPE INCIDENT DATE RECEIVED DATE PRIORITY LOCATION LOCATION DATE

Consumer General 01-26-2012 01-26-2012 Carson City 01-26-2012

FINDING TYPE INCIDENT GROUP SUBJECT SUBJECT ADDITIONAL DETAILS STATE ID SYSTEM SOURCE

INSURER AGENT/AGENCY TYPE OF INSURANCE SELF-FUNDED HEALTH PLAN No COVERAGE TYPE Miscellaneous COVERAGE LEVEL Exid Warranty & Serv Contracts COVERAGE SUBLEVELS

NAME OF INSURED POLICY NUMBER POLICY PERIOD BEGIN DATE POLICY PERIOD END DATE POLICY ISSUED STATE INSURANCE CARD ID CLAIM NUMBER

TYPE OF POLICY LOCATION OF LOSS IS THE INSURED MEDICARE No MEDICARE SUPP. PLAN OTHER PARTY'S POLICY OR CLAIM NUMBER

STAFF MEMBERS

STAFF MEMBER

Kuhlman Kim

BEGIN DATE END DATE RESPONSIBLE

Yes

REASONS

CATEGORY REASON TYPES RESPONDENT

Delay CHOICE HOME WARRANTY (NOT LICENSED)

ACTIONS

ACTION DATE ACTION

STAFF MEMBER

01-27-2012 Letter

Kim Kuhlman

0

Letter

Kim Kuhlman

LETTER DESCRIPTION

TIME BATCH QTY COMMENT

01-27-2012 Letter 0 CO

01-27-2012 Letter 0 ACK

Kim Kuhlman 0

DUE DATE RECEIVED DATE INVOLVED PARTY NAME

03-26-2017

Problem Report Information Inquiry

Page 2 of 2

Problem Report ID: 26609

Problem Report Type: Complaint

Status: Closed

Responsible Section: Consumer Services

Opened Date: 01-27-2012

Closed Date: 04-26-2012

Closure Reason:

DISPOSITIONS

| DATE | TYPE | REQUESTED AMOUNT | DISPOSITION AMOUNT | PAID AMOUNT |
|------------|---------------|------------------|--------------------|-------------|
| 04-26-2012 | Claim Settled | \$ 0.00 | \$ 0.00 | |
| 04-26-2012 | Recovery | \$ 0.00 | \$ 3,100.00 | \$ 0.00 |

COMMENTS

| DATE | COMMENT |
|------------|---|
| 04-02-2012 | 3/22/11 emailed complaint to Victor at Sensible. I have not received a response to date. I phoned Troy McDermott and emailed another copy of complaint. kmk |
| 02-07-2012 | Rcvd. initial contact letter returned. Forwarded to 510 St. Ste 370 Edison NJ 08337. kmk |

VISIBLE ON PORTAL

No

No

AA003010

Problem Report Information Inquiry

Problem Report ID: 31403

Status: Closed

Problem Report Type: Complaint

Responsible Section: Consumer Services

Opened Date: 01-04-2014

Closed Date: 03-06-2014

Closure Reason:

PROBLEM REPORT DETAILS

TYPE OF PROBLEM OTHER PROBLEM TYPE DESCRIPTION

Billing/Premium Dispute

DESCRIPTION

CONSUMER DETAIL OF COMPLAINT

CHW REFUSES TO PAY FOR OUTSTANDING INVOICING AFTER SERVICES WERE PROVIDED - ATTEMPTED TO CORRECT SITUATION WITH DENNIS THE VENDOR RELATIONS REP - GOT THE RUN AROUND - HE HAD US ENTER EVERY SINGLE INVOICE INTO THEIR SYSTEM AGAIN AND STATED A 30 DAY RELEASE - DENNIS THEN BACKED TRACKED ON HIS WORD AND SAID NO PAYMENT WILL BE MADE TO US - WE ARE OWED \$20,000.00 AND CHW (CHOICE HOME WARRANTY, CHW GROUP) REFUSES TO PAY FOR OUR SERVICES THAT WERE RENDERED. THERE ARE MULTIPLE COMPANIES IN LAS VEGAS, NV THAT ARE CURRENTLY FILING COMPLAINTS AND WE ALL DESERVE TO BE PAID OUR FEES FOR SERVING THEIR CUSTOMERS

CONSUMER DESIRED RESOLUTION

CHOICE HOME WARRANTY TO PAY THE MONIES THAT ARE OWED TO US AND IN FULL

CONSUMER IS COMPLAINING AGAINST

Other

CONSUMER IS REPRESENTED BY AN ATTORNEY? No

HOW DID THE CONSUMER KNOW ABOUT US?

HAS THE CONSUMER PREVIOUSLY REPORTED THIS PROBLEM TO OUR OFFICE OR ANY OTHER AGENCY? No

PURCHASED INSURANCE ON THE HEALTH CARE EXCHANGE?

RESPONDENT INFORMATION

NAME

CHOICE HOME WARRANTY

ADDRESS

1090 KING GEORGES POST RD BLDG 10

EDISONNJ 08837

EIN/NPN

EMPLOYMENT TYPE

State Specific

NAIC ID

REPRESENTATIVE

COMPLAINT CONFIRMED

Yes

SOURCE

COMPLAINT TYPE

General

INCIDENT DATE

01-01-2010

RECEIVED DATE

01-04-2013

PRIORITY

Las Vegas

LOCATION

Las Vegas

LOCATION DATE

01-04-2013

FINDING TYPE

INCIDENT GROUP

SUBJECT

SUBJECT ADDITIONAL DETAILS

STATE ID

SYSTEM SOURCE

INSURER

AGENT/AGENCY

Homeowners

TYPE OF INSURANCE

No

SELF-FUNDED HEALTH PLAN

COVERAGE TYPE

Miscellaneous

COVERAGE LEVEL

Ext'd Warranty & Serv Contracts

COVERAGE SUBLEVELS

NAME OF INSURED

Home Warranty, Choice

POLICY NUMBER

POLICY PERIOD BEGIN DATE

POLICY PERIOD END DATE

POLICY ISSUED STATE

INSURANCE CARD ID

CLAIM NUMBER

TYPE OF POLICY

LOCATION OF LOSS

LAS VEGAS

IS THE INSURED MEDICARE

No

MEDICARE SUPP. PLAN

OTHER PARTY'S POLICY OR CLAIM NUMBER

MULTIPLE CLAIMS

COMPLAINANT INFORMATION

NAME

Opp. Clint

ADDRESS

1930 Western Avenue

Las Vegas, NV 89102

NPN

ORGANIZATION

ROLE

Third Party

REPRESENTATIVE

AGE GROUP

MEDICAL INFO. AUTHORIZATION

No

STAFF MEMBERS

STAFF MEMBER

Town Tanishia

BEGIN DATE

01-06-2014

END DATE

03-06-2014

RESPONSIBLE

Yes

REASONS

CATEGORY

REASON TYPES

RESPONDENT

CHOICE HOME WARRANTY

Delay

EX 25

Problem Report Information Inquiry

Problem Report ID: 31403

Problem Report Type: Complaint

Responsible Section: Consumer Services

Status: Closed

Opened Date: 01-04-2014

Closed Date: 03-06-2014

Closure Reason:

| ACTIONS | | | | | |
|---------------------------------|-------------------------------|------------------------------------|---|---------------|--------------------------|
| ACTION DATE | ACTION | LETTER DESCRIPTION | DUE DATE | RECEIVED DATE | INVOLVED PARTY NAME |
| STAFF MEMBER | TIME | BATCH QTY | COMMENT | | |
| 03-06-2014 | Letter | CLRSLV | 02-18-2014 | 03-06-2014 | |
| Tanishia ZBrown | 0.2 | | Sending close letter. | | |
| | | | Dear Mr. Opp: | | |
| | | | Based on the reply from Choice Home Warranty, it appears that the matter has been resolved. They have released payment for \$7,295.77. The details of those payments are included with the response which is enclosed for your review. If there is further dispute regarding the late charges and/or other invoices not paid, you would need to take this up in a court of proper jurisdiction. | | |
| | | | If you have any additional information or questions, please respond to this letter within 30 days; otherwise the file will remain closed. | | |
| | | | Thank you for the opportunity to have been of service. | | |
| 02-07-2014 | Phone | | | | Kristin |
| Tanishia ZBrown | 0 | | TT Kristin calling on behalf of Clint. Asked what status of complaint was. Adv I talked to someone last week who was supposed to be putting work orders and amounts together for me to submit to the company. She said she wasn't really sure who I talked to but she would go ahead and forward that information to me via fax within the hour. | | |
| 01-28-2014 | Phone | | | | Reception at home number |
| Tanishia ZBrown | 0 | | Rec'd response from Victor asking for the work order numbers and amounts owed so they can verify claims. Called home number. Clint was not there, but the reception adv she could get that information started as she knows all about this complaint. I adv what we need and she will email me the spreadsheet asap. I adv once I rec the information, I will forward it to CHW. | | |
| 01-08-2014 | Letter | COLV | | | |
| Tanishia ZBrown | 0 | | | | |
| 01-08-2014 | Letter | ACKLV | | | |
| Tanishia ZBrown | 0 | | | | |
| INVOLVED PARTIES | | | | | |
| INVOLVED PARTY | INVOLVED PARTY TYPE | ORGANIZATION | COMMENT | | |
| CHOICE HOME WARRANTY, CHW GROUP | Portal - Other | | | | |
| Home Warranty, Choice | Portal - Insured | Choice Home Warranty aka CHW Group | | | |
| DISPOSITIONS | | | | | |
| DATE | TYPE | REQUESTED AMOUNT | DISPOSITION AMOUNT | PAID AMOUNT | |
| 03-06-2014 | Compromised Settlement/Resol. | \$ 0.00 | \$ 7,296.00 | \$ 7,296.00 | |

AA003012

EX 26 1/3



Call Us Today!
1 (888) 531-5403

Can You Afford To Replace Your Heating System This Winter?

Zip Code:

Zip Code

Next →

America's Choice In Home Warranty

Rated By The Ones Who Matter Most To Us, Our Customers



TOP RATED
Nationally by Consumers on
CONSUMERAFFAIRS.COM
★★★★★



AA003013

Why Choice Home Warranty?

We believe Choice Home Warranties are the most comprehensive, flexible and value-priced on the market. We do everything we can to help you get back on track - that's the difference

With Choice, you save time, and, more importantly you will never pay for a covered home repair bill again!

Local Pre-Screened Technicians



Trusted Technicians who can repair your home systems & appliances

If We Can't Fix It, We'll Replace It*



If the technician comes out and cannot perform a covered repair, CHW will replace the unit.

24/7 Home Warranty Service



choice Home Warranty is available 24 hours a day, 7 days a week

See What Our Customers Have To Say

AA003014

" I've had Choice Home Warranty for several years. This is the first time I've had to use it. The agent that took my call was courteous and prompt. She gave me the service company's name & contact number and e-mailed me the information required. The technician arrived the next morning (my call was placed on Sunday evening). He fixed the problem right away. I could not be more pleased with the service I received from Choice and the technician. Thanks Choice! "

Get Your Free Quote Now!

© 2017 Choice Home Warranty

1090 King Georges Post Rd. Edison, NJ 08837 | 1 (888) 531-5403

*Click Here (http://www.choicehomewarranty.com/user_agreement.php) to view complete limits of liability and any exclusions. See policy for specifics on response times. CHW reserves the right to offer cash back in lieu of repair or replacement in the amount of CHW's actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance. In the event that CHW makes such payment, CHW will provide written notification of the basis for the amount of the payment. First Month

Free with purchase of any single payment home warranty plan. View our Privacy Policy

(http://www.choicehomewarranty.com/privacy_policy.php).

AA003015

----- Forwarded message -----

From: CHOICE Warranty <enews@choicehomewarranty.com>
Date: Mon, Aug 21, 2017 at 6:32 AM
Subject: VIP Offer: \$50 Off & 1 Month Free
To: <feleciacasci@gmail.com>

CHOICE HOME WARRANTY

Call **1-800-814-4206**
Never Pay for Covered
Home Repairs Again

Not Interested? Please [unsubscribe](#)
[web view](#) | [send to a friend](#)

Get \$50 off + one month free! *
[Get your personalized quote now](#)



1

AA003016

EX 27 1/9

THIS
WEEK
ONLY

\$50

AA003017

OFF 1 MONTH FREE










GET A FREE QUOTE TODAY! >>

WITH PURCHASE OF SINGLE PAYMENT PLAN.
OFFER VALID ON TOTAL AND BASIC PLAN ONLY.

WIN
NEW KITCHEN APPLIANCES

GET A FREE QUOTE NOW!

WHAT'S COVERED?

- | | |
|---|--|
|  AIR CONDITIONING SYSTEMS |  PLUMBING SYSTEMS |
|  ELECTRICAL SYSTEMS |  PLUMBING STOPPAGE |
|  WATER HEATER |  WHIRLPOOL BATHTUB |
|  HEATING SYSTEMS |  REFRIGERATOR |
| |  STOVE & OVEN |

AA003018

Customer Reviews

"Was very pleased with the quick service afforded me when I called Choice. They followed up and were on top of the problem I was experiencing and it was taken care of very efficiently and professionally."

—John Marselis

"The technician arrived as scheduled...was very friendly, knowledge, and professional...he quickly diagnosed the problem with my refrigerator and arranged to do the repairs."

—Perry Bearden

"The service provided by CHW representatives was excellent. The claim was handled in a very timely manner and the service tech knew exactly what he was doing."

—James Roberts

[READ MORE >](#)

All Choice Home Warranty plans subject to [terms & conditions](#).

[Read in Browser](#)

This message was sent to feleciacasci@gmail.com. If you feel this is in error [please unsubscribe](#).
To obtain a copy of our privacy policy, [read here](#).

1090 King Georges Post Rd
Edison, NJ 08837
Call us at 1-800-814-4206

© 2017 Choice Home Warranty, All Rights Reserved

--
Felecia Casci Sent from Gmail Mobile

AA003019

----- Forwarded message -----

From: CHOICE Warranty <enews@choicehomewarranty.com>
Date: Wed, Aug 16, 2017 at 8:47 AM
Subject: We Appreciate You Felecia
To: <feleciacasci@gmail.com>

CHOICE HOME WARRANTY

Call **1-800-814-4206**
**Never Pay for Covered
Home Repairs Again**

Not Interested? Please [unsubscribe](#)
[web view](#) | [send to a friend](#)

Here's \$75 off + one month free* as our way of saying thanks for your loyalty - claim it today!
[Get your personalized quote now](#)



AA003021

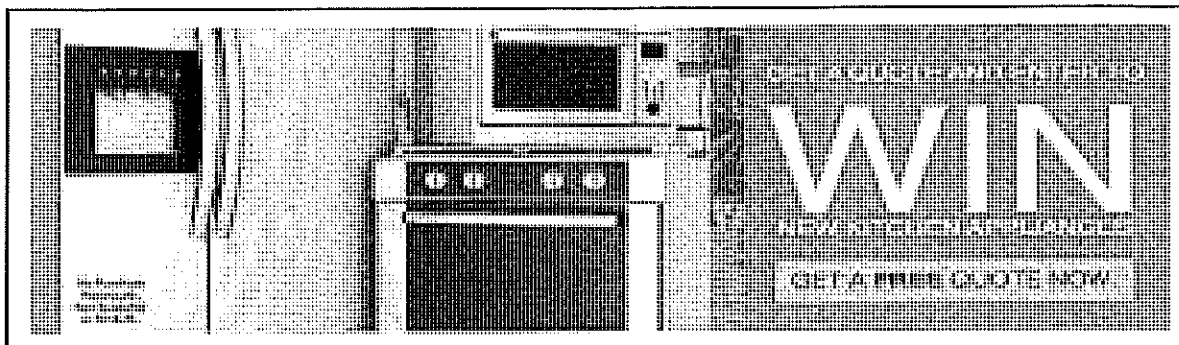


**ONE MONTH
FREE**

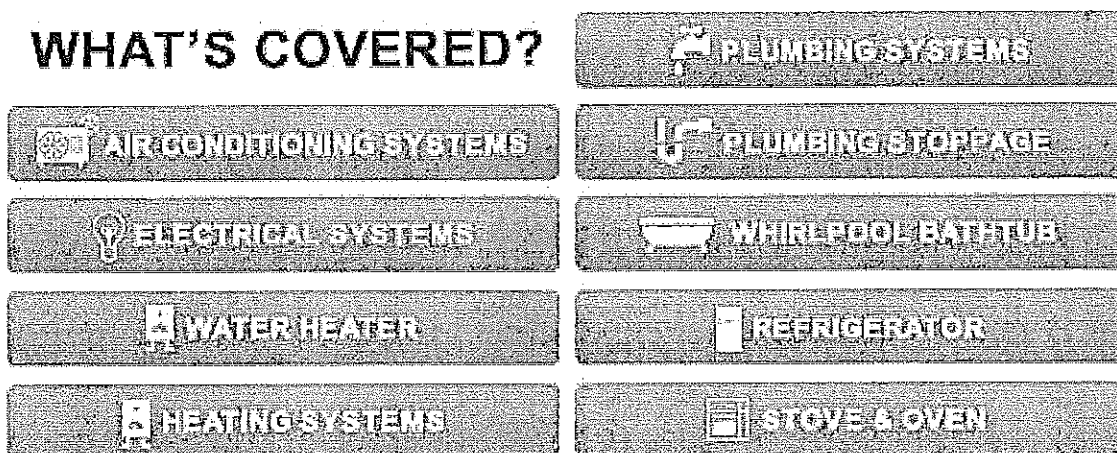
GET A FREE QUOTE TODAY! >>

WITH PURCHASE OF SINGLE PAYMENT PLAN.
OFFER VALID ON TOTAL AND BASE PLAN ONLY.

AA003022



WHAT'S COVERED?



Customer Reviews

"Choice Home Warranty is very friendly. They are compassionate about their customers needs and always willing to help in any way."

—Valerie Clark

"Choice Home Warranty took my claim late on a Monday night (hot water heater) and had a service technician assigned the next morning. The actual appointment took one additional day to schedule but overall I am satisfied with the response. This was my first claim."

—Kevin Hone

"I was very impressed with the service they war here with in 3 hours to fix my air conditioner everybody was nice and courteous I'm very impressed with the service."

—Cecelia Brda

[READ MORE >](#)

All Choice Home Warranty plans subject to terms & conditions.

[Read in Browser](#)

AA003023

This message was sent to feleciacasci@gmail.com, if you feel this is in error [please unsubscribe](#).
To obtain a copy of our privacy policy, [read here](#).

1090 King Georges Post Rd
Edison, NJ 08837
Call us at 1-800-814-4206

© 2017 Choice Home Warranty, All Rights Reserved

--
Felecia Casci Sent from Gmail Mobile

AA003024

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the **RESPONDENT’S APPENDIX (VOLUME I OF III)** with the Clerk of the Court for the Nevada Supreme Court by using the appellate CM/ECF system on June 25, 2020.

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system as indicated below:

Constance L. Akridge, Esq.
Holland and Hart
CLAkridge@hollandhart.com

/s/ Marilyn Millam
an employee of the Office of the Attorney General

Problem Reports by Respondent Inquiry

Summary

| | |
|---------------------------------|-------------------------------|
| PROBLEM REPORTS OPENED BETWEEN: | 01-01-2000 and 03-08-2017 |
| RESPONDENT: | CHOICE HOME WARRANTY |
| RESPONSIBLE NAIC ID: | Consumer Services |
| COMPLAINT CONFIRMED: | Not Specified |
| Report Properties | |
| Sort 1: | Data Opened, Descending |
| Sort 2: | Problem Report ID, Descending |
| PERFORMED ON: | Wed Mar 08 13:52:48 CST 2017 |

Filter Criteria

| | |
|---------------------------------|-------------------------------|
| PROBLEM REPORTS OPENED BETWEEN: | 01-01-2000 and 03-08-2017 |
| RESPONDENT: | CHOICE HOME WARRANTY |
| RESPONSIBLE NAIC ID: | Consumer Services |
| COMPLAINT CONFIRMED: | Not Specified |
| Report Properties | |
| Sort 1: | Data Opened, Descending |
| Sort 2: | Problem Report ID, Descending |
| PERFORMED ON: | Wed Mar 08 13:52:48 CST 2017 |

Report Properties

| | |
|---------------|-------------------------------|
| Sort 1: | Data Opened, Descending |
| Sort 2: | Problem Report ID, Descending |
| PERFORMED ON: | Wed Mar 08 13:52:48 CST 2017 |

EX 28

AA003025

03/08/2017

Problem Reports by Respondent Inquiry

Page 2 of 2

| PROBLEM REPORT ID | COVERAGE TYPE | DATE OPENED | PROBLEM REPORT TYPE | STATUS | DATE CLOSED | COMPLAINANT NAME | FINDING TYPE | COMPLAINT CATEGORY | REASON TYPE | DISPOSITION DATE | DISPOSITION TYPE | DISPOSITION AMOUNT |
|----------------------|---------------|----------------|------------------------|--------|----------------|------------------------|-----------------|-----------------------|-------------------------|---------------------|-------------------------------|-----------------------|
| 40603 | Miscellaneous | 12-06-2016 | Complaint | Open | | WILLS, NORMA BAKER | | Claim Handling | Denial of Claim | | | |
| 34575 | Miscellaneous | 01-15-2015 | Complaint | Closed | 08-04-2015 | Anderson, Jeff | N | Claim Handling | Denial of Claim | 08-04-2015 | Insufficient Information | \$0.00 |
| 34575 | Miscellaneous | 01-16-2015 | Complaint | Closed | 08-04-2015 | Anderson, Jeff | N | Claim Handling | Denial of Claim | 08-04-2015 | No Further Action | \$0.00 |
| 33663 | Miscellaneous | 09-24-2014 | Complaint | Closed | 10-23-2014 | OLBERG, BERNVENS | N | Claim Handling | Denial of Claim | 10-23-2014 | Company Position | \$0.00 |
| 33222 | Miscellaneous | 07-31-2014 | Complaint | Closed | 09-04-2014 | CADET, ELIZABETH | N | Claim Handling | Delay | 09-03-2014 | Company Position | \$0.00 |
| 33091 | Miscellaneous | 07-16-2014 | Complaint | Closed | 08-04-2014 | Levy, David Wei | N | Claim Handling | Denial of Claim | 08-04-2014 | Company Position | \$600.00 |
| 33680 | Miscellaneous | 07-03-2014 | Complaint | Closed | 07-09-2014 | Siepak, Lori Garland | N | Claim Handling | Denial of Claim | 07-09-2014 | Overturned | \$0.00 |
| 32438 | Homeowners | 04-29-2014 | Complaint | Closed | 05-07-2014 | GANDHI, KAMLESH | N | Claim Handling | Denial of Claim | 05-07-2014 | Company Position | \$0.00 |
| 31710 | Miscellaneous | 02-04-2014 | Complaint | Closed | 04-07-2014 | DAVIS, LAURENCE | Y | Claim Handling | Denial of Claim | 04-07-2014 | Company Position | \$3,145.00 |
| 31268 | Miscellaneous | 01-10-2014 | Complaint | Closed | 04-03-2014 | Macgregor, Ronald | N | Marketing & Sales | State Specific | 04-03-2014 | Company Position | \$4,945.00 |
| 31403 | Homeowners | 01-04-2014 | Complaint | Closed | 03-08-2014 | Opp, Clint | Y | Claim Handling | Delay | 03-06-2014 | Company Position | \$7,295.00 |
| 31326 | Miscellaneous | 12-16-2013 | Complaint | Closed | 02-24-2014 | KUPLEC, YVONNE SERVICE | N | Claim Handling | Delay | 02-24-2014 | Company Position | \$0.00 |
| 31193 | Miscellaneous | 12-02-2013 | Complaint | Closed | 01-21-2014 | MARCUS, ROBERT | N | Claim Handling | Denial of Claim | 01-21-2014 | Company Position | \$0.00 |
| 30983 | Homeowners | 08-05-2013 | Complaint | Closed | 09-19-2013 | Pine, Patrick | N | Claim Handling | Delay | 09-19-2013 | Company Position | \$0.00 |
| 30889 | Homeowners | 08-05-2013 | Complaint | Closed | 09-19-2013 | Pine, Patrick | N | Claim Handling | Delay | 09-19-2013 | Company Position | \$0.00 |
| 30772 | Miscellaneous | 07-18-2013 | Complaint | Closed | 08-20-2013 | BLOUSKY, PAUL | N | Claim Handling | Denial of Claim | 08-20-2013 | Company Position | \$0.00 |
| 30172 | Miscellaneous | 07-16-2013 | Complaint | Closed | 08-20-2013 | BLOUSKY, PAUL | N | Claim Handling | Denial of Claim | 08-20-2013 | Company Position | \$0.00 |
| 30130 | Miscellaneous | 07-12-2013 | Complaint | Closed | 09-20-2013 | Brown, Darrell Leroy | Y | Claim Handling | Co-pay Issues | 09-20-2013 | Company Position | \$200.00 |
| 29632 | Miscellaneous | 04-23-2013 | Complaint | Closed | 05-14-2013 | STENTA, CARL | N | Policyholder Service | Premium Refund | 05-14-2013 | Company Position | \$0.00 |
| 29481 | Miscellaneous | 04-11-2013 | Complaint | Closed | 05-16-2013 | KEARNEY, PENNY | Y | Claim Handling | Delay | 05-16-2013 | Company Position | \$0.00 |
| 29361 | Miscellaneous | 03-26-2013 | Complaint | Closed | 04-17-2013 | MORGIOI, JAMES | N | Claim Handling | Adjuster Not Responding | 04-17-2013 | Company Position | \$0.00 |
| 27879 | Miscellaneous | 07-16-2012 | Complaint | Closed | 08-01-2012 | ROSALIS, RENEE | N | Claim Handling | Denial of Claim | 08-01-2012 | Company Position | \$0.00 |
| 28776 | Miscellaneous | 02-22-2012 | Complaint | Closed | 04-23-2012 | SLOAN, RODNEY | Y | Claim Handling | Denial of Claim | 04-23-2012 | Contract Provision | \$0.00 |
| 28776 | Miscellaneous | 02-22-2012 | Complaint | Closed | 04-23-2012 | SLOAN, RODNEY | Y | Claim Handling | Denial of Claim | 04-23-2012 | Apparent Unlicensed Activity | \$0.00 |
| 28776 | Miscellaneous | 02-22-2012 | Complaint | Closed | 04-23-2012 | SLOAN, RODNEY | Y | Claim Handling | Denial of Claim | 04-23-2012 | Recovery | \$645.00 |
| 28608 | Miscellaneous | 01-27-2012 | Complaint | Closed | 04-25-2012 | SOUTHWEST POOL | Y | Claim Handling | Delay | 04-26-2012 | Claim Settled | \$0.00 |
| 28608 | Miscellaneous | 01-27-2012 | Complaint | Closed | 04-25-2012 | SOUTHWEST POOL | Y | Claim Handling | Delay | 04-26-2012 | Recovery | \$3,100.00 |
| 25557 | Miscellaneous | 07-13-2011 | Complaint | Closed | 08-29-2011 | DER BOGHOSIAN, RUPEN | Y | Marketing & Sales | Not Licensed | 08-29-2011 | Compromised Settlement/Resol. | \$550.00 |
| 25557 | Miscellaneous | 07-13-2011 | Complaint | Closed | 08-29-2011 | DER BOGHOSIAN, RUPEN | Y | Policyholder Service | Premium Refund | 08-29-2011 | Compromised Settlement/Resol. | \$350.00 |
| 23745 | Miscellaneous | 07-26-2010 | Complaint | Closed | 08-20-2010 | BROWN, LORI N | Y | Claim Handling | Denial of Claim | 08-20-2010 | Referred for Disciplinary Act | \$0.00 |
| 21516 | Miscellaneous | 08-12-2009 | Complaint | Closed | 12-31-2009 | RILEY, THOMAS E | Y | Claim Handling | Delay | 12-31-2009 | Recovery | \$542.00 |
| 21226 | Miscellaneous | 07-07-2009 | Complaint | Closed | 07-07-2009 | BURNS, BOBBY | Y | Claim Handling | Delay | 07-07-2009 | Apparent Unlicensed Activity | \$0.00 |
| 21225 | Miscellaneous | 07-07-2009 | Complaint | Closed | 07-07-2009 | BURNS, BOBBY | Y | Marketing & Sales | Unauthorized Entity | 07-07-2009 | Apparent Unlicensed Activity | \$0.00 |
| 21226 | Miscellaneous | 07-07-2009 | Complaint | Closed | 07-07-2009 | BURNS, BOBBY | Y | Claim Handling | Delay | 07-07-2009 | Referred for Disciplinary Act | \$0.00 |
| 21226 | Miscellaneous | 07-07-2009 | Complaint | Closed | 07-07-2009 | BURNS, BOBBY | Y | Marketing & Sales | Unauthorized Entity | 07-07-2009 | Referred for Disciplinary Act | \$0.00 |

AA003026

04/06/2017

Problem Reports by Respondent Inquiry

Page 1 of 4

Summary

| | | |
|-----------------|----------------------|------------------------|
| 63 | 2 | 61 |
| PROBLEM REPORTS | PROBLEM REPORTS OPEN | PROBLEM REPORTS CLOSED |

Filter Criteria

PROBLEM REPORTS OPENED BETWEEN: 01-01-2000 and 03-06-2017
RESPONDENT: HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.
RESPONSIBLE MAIC ID: Consumer Services
COMPLAINT CONFIRMED: Not Specified

Report Properties

SORT 1: Date Opened, Descending
SORT 2: Problem Report ID, Descending
PERFORMED ON: Wed Mar 08 13:28:53 CST 2017

AA003027

02-06-2017

Page 2 of 3

Problem Reports by Respondent Inquiry

| PROBLEM ID | COVERAGE TYPE | DATE OPENED | PROBLEM STATUS | DATE CLOSED | COMPLAINANT NAME | FINDING TYPE | COMPLAINT REASON CATEGORY | COMPLAINT TYPE | DISPOSITION DATE | DISPOSITION TYPE | DISPOSITION AMOUNT |
|------------|---------------|-------------|----------------|-------------|-------------------------|--------------|---------------------------|-------------------------------|------------------|-------------------------------|--------------------|
| 41389 | Miscellaneous | 03-01-2017 | Complaint | Open | Cannon, Anne | N | Claim Handling | Denial of Claim | 12-28-2016 | Company Position Upheld | \$0.00 |
| 40603 | Miscellaneous | 12-03-2016 | Complaint | Open | WILLS, NORMA BAKER | N | Claim Handling | Unsuccessful Settlement Offer | 12-28-2016 | No Further Action | \$0.00 |
| 40351 | Miscellaneous | 11-07-2016 | Complaint | Closed | TAYAKOLI, MARYAM | N | Claim Handling | Denial of Claim | 12-28-2016 | Read/Red | \$0.00 |
| 40351 | Miscellaneous | 11-07-2016 | Complaint | Closed | TAYAKOLI, MARYAM | N | Claim Handling | Denial of Claim | 12-28-2016 | Read/Red | \$0.00 |
| 40349 | Miscellaneous | 10-04-2016 | Complaint | Closed | Coleman, Glyn Kenneth | N | Claim Handling | Denial of Claim | 12-28-2016 | Read/Red | \$0.00 |
| 40049 | Miscellaneous | 10-04-2016 | Complaint | Closed | Coleman, Glyn Kenneth | N | Claim Handling | Denial of Claim | 12-28-2016 | Read/Red | \$0.00 |
| 39803 | Miscellaneous | 10-04-2016 | Complaint | Closed | GREENLEE, MARY JO | N | Claim Handling | Delay | 11-30-2016 | Compromised Settlement/Resol. | \$1,500.00 |
| 39503 | Miscellaneous | 10-04-2016 | Complaint | Closed | GREENLEE, MARY JO | N | Claim Handling | Delay | 11-30-2016 | No Further Action | \$0.00 |
| 39884 | Miscellaneous | 09-20-2016 | Complaint | Closed | MCCANN, RAY | N | Polyholder Service | Premium Refund | 12-12-2016 | Compromised Settlement/Resol. | \$103.00 |
| 39804 | Miscellaneous | 09-09-2016 | Complaint | Closed | Mehar, Samir | N | Claim Handling | Denial of Claim | 10-26-2016 | Company Position Upheld | \$0.00 |
| 39718 | Miscellaneous | 09-01-2016 | Complaint | Closed | GOOD, ADAM | N | Claim Handling | Denial of Claim | 10-04-2016 | Contract Provision Upheld | \$0.00 |
| 38711 | Miscellaneous | 08-29-2016 | Complaint | Closed | Jean, William Arthur Jr | N | Claim Handling | Denial of Claim | 09-30-2016 | Company Position Upheld | \$0.00 |
| 38487 | Miscellaneous | 08-02-2016 | Complaint | Closed | Bernardo, PAUL A. | N | Claim Handling | State Specific | 08-17-2016 | Contract Provision Upheld | \$0.00 |
| 38302 | Miscellaneous | 07-12-2016 | Complaint | Closed | THOMBERTA, ANTHONY V | Y | Claim Handling | Unsuccessful Settlement Offer | 07-12-2016 | Compromised Settlement/Resol. | \$1,500.00 |
| 38209 | Miscellaneous | 06-28-2016 | Complaint | Closed | COPPOLA, RALPH STEPHEN | N | Claim Handling | Delay | 09-06-2016 | Compromised Settlement/Resol. | \$0.00 |
| 38176 | Miscellaneous | 06-23-2016 | Complaint | Closed | COPPOLA, RALPH STEPHEN | N | Claim Handling | Delay | 09-06-2016 | Company Position Upheld | \$0.00 |
| 38154 | Miscellaneous | 06-22-2016 | Complaint | Closed | COPPOLA, RALPH S | N | Claim Handling | Delay | 09-06-2016 | State Specific | \$0.00 |
| 38126 | Miscellaneous | 06-20-2016 | Complaint | Closed | COPPOLA, RALPH STEPHEN | Y | Claim Handling | Delay | 09-06-2016 | Compromised Settlement/Resol. | \$1,600.00 |
| 38063 | Miscellaneous | 06-11-2016 | Complaint | Closed | Ostrowsky, Samyon | N | Polyholder Service | Premium Refund | 06-30-2016 | Compromised Settlement/Resol. | \$350.00 |
| 38053 | Miscellaneous | 06-09-2016 | Complaint | Closed | Serabiyany, Gary | N | Polyholder Service | Premium Refund | 08-30-2016 | Compromised Settlement/Resol. | \$400.00 |
| 38050 | Miscellaneous | 06-09-2016 | Complaint | Closed | Zaman, Amir M | N | Claim Handling | Denial of Claim | 07-01-2016 | No Further Action | \$0.00 |
| 38005 | Miscellaneous | 06-06-2016 | Complaint | Closed | Green, Ken | N | Claim Handling | Delay | 08-05-2016 | No Further Action | \$0.00 |
| 38004 | Miscellaneous | 06-06-2016 | Complaint | Closed | GREEN, KEN | Y | Claim Handling | Delay | 07-26-2016 | Compromised Settlement/Resol. | \$0.00 |
| 38008 | Miscellaneous | 04-20-2016 | Complaint | Closed | PERRY, MIKI | N | Claim Handling | Denial of Claim | 05-19-2016 | No Further Action | \$0.00 |
| 38480 | Miscellaneous | 04-05-2016 | Complaint | Closed | BRENNAN, GEORGE | N | Claim Handling | Denial of Claim | 07-06-2016 | Company Position Upheld | \$0.00 |
| 38480 | Miscellaneous | 04-05-2016 | Complaint | Closed | BRENNAN, GEORGE | N | Claim Handling | Denial of Claim | 07-06-2016 | Contract Provision Upheld | \$0.00 |
| 38150 | Miscellaneous | 02-26-2016 | Complaint | Closed | Tagle, Tim John | N | Claim Handling | Denial of Claim | 04-01-2016 | Company Position Upheld | \$0.00 |
| 38150 | Miscellaneous | 02-26-2016 | Complaint | Closed | Tagle, Tim John | N | Claim Handling | Denial of Claim | 04-01-2016 | Contract Provision Upheld | \$0.00 |
| 37701 | Miscellaneous | 01-11-2016 | Complaint | Closed | COLUCCI, HENRY | N | Claim Handling | Denial of Claim | 01-26-2016 | Company Position Upheld | \$0.00 |
| 37651 | Miscellaneous | 01-06-2016 | Complaint | Closed | De La Cruz, Xosha Roda | N | Marketing & Sales | State Specific | 01-25-2016 | Contract Provision Upheld | \$0.00 |
| 37488 | Miscellaneous | 12-15-2015 | Complaint | Closed | OLIVERIE, BERYENS | Y | Claim Handling | Denial of Claim | 01-28-2016 | No Further Action | \$0.00 |
| 37482 | Miscellaneous | 12-14-2015 | Complaint | Closed | ROGOFF, MARLENE | N | Claim Handling | Delay | 01-28-2016 | Compromised Settlement/Resol. | \$800.00 |
| 37482 | Miscellaneous | 12-14-2015 | Complaint | Closed | ROGOFF, MARLENE | N | Claim Handling | Delay | 01-28-2016 | Company Position Upheld | \$0.00 |
| 37482 | Miscellaneous | 12-14-2015 | Complaint | Closed | ROGOFF, MARLENE | N | Claim Handling | Delay | 01-28-2016 | Contract Provision Upheld | \$0.00 |
| 37177 | Miscellaneous | 11-05-2015 | Complaint | Closed | BENWAY, DANIEL | N | Claim Handling | Denial of Claim | 12-15-2015 | Company Position Upheld | \$0.00 |
| 37091 | Miscellaneous | 10-27-2015 | Complaint | Closed | CHEN, HUI | N | Claim Handling | Denial of Claim | 02-17-2016 | Company Position Upheld | \$0.00 |
| 37091 | Miscellaneous | 10-27-2015 | Complaint | Closed | CHEN, HUI | N | Claim Handling | Denial of Claim | 02-17-2016 | Contract Provision Upheld | \$0.00 |
| 36827 | Miscellaneous | 10-09-2015 | Complaint | Closed | Cleaver, John Dean | N | Claim Handling | Denial of Claim | 11-05-2015 | Company Position Upheld | \$0.00 |
| 36829 | Miscellaneous | 09-28-2015 | Complaint | Closed | Miller, Suz | N | Claim Handling | Denial of Claim | 02-29-2016 | Contract Provision Upheld | \$0.00 |
| 36849 | Miscellaneous | 09-28-2015 | Complaint | Closed | Miller, Suz | N | Claim Handling | Denial of Claim | 02-29-2016 | No Further Action | \$0.00 |
| 36816 | Miscellaneous | 09-24-2015 | Complaint | Closed | Slimmons, Jackie | N | Polyholder Service | Premium Refund | 10-29-2015 | Claim Settled | \$0.00 |
| 36485 | Miscellaneous | 08-18-2015 | Complaint | Closed | COPPOLA, RALPH S | N | Claim Handling | Adjuster Handling | 09-25-2015 | Company Position Upheld | \$0.00 |
| 36461 | Miscellaneous | 08-18-2015 | Complaint | Closed | HERNANDEZ, JOSE | Y | Claim Handling | Delay | 09-25-2015 | Compromised Settlement/Resol. | \$1,179.00 |

AA003028

01-16-2017

Page 5 of 9

Problem Reports by Respondent Inquiry

| PROBLEM REPORT ID | COMPLAINT CATEGORY | DATE OPENED | PROBLEM REPORT TYPE | STATUS | DATE CLOSED | COMPLAINT NAME | FINDING TYPE | COMPLAINT CATEGORY | REASON TYPE | DISPOSITION DATE | DISPOSITION TYPE | DISPOSITION AMOUNT |
|----------------------|-----------------------|----------------|------------------------|--------|----------------|-----------------------|-----------------|-----------------------|-------------------------------|---------------------|----------------------------------|-----------------------|
| 36405 | Miscellaneous | 08-13-2015 | Complaint | Closed | 09-28-2015 | ADAMS, D.J. | Y | Claim Handling | Delay | 09-28-2015 | Compromised Settlement/Resol. | \$160.00 |
| 36369 | Miscellaneous | 08-06-2016 | Complaint | Closed | 12-09-2015 | Navea, Gerald | N | Claim Handling | Denial of Claim | 08-25-2015 | Company Position | \$0.00 |
| 36505 | Miscellaneous | 07-29-2015 | Complaint | Closed | 09-28-2015 | COPPOLA, RALPH S | Y | Claim Handling | Denial of Claim | 09-28-2015 | Company Position | \$0.00 |
| 36139 | Miscellaneous | 07-14-2015 | Complaint | Closed | 07-15-2015 | MOSER, PATRICIA | N | Claim Handling | Denial of Claim | 07-15-2015 | Contract Provision | \$0.00 |
| 36139 | Miscellaneous | 07-14-2015 | Complaint | Closed | 07-15-2015 | MOSER, PATRICIA | N | Claim Handling | Denial of Claim | 07-15-2015 | No Further Action | \$0.00 |
| 36509 | Miscellaneous | 07-06-2015 | Complaint | Closed | 11-18-2015 | BELWAY, DANIEL | Y | Claim Handling | Delay | 11-18-2015 | Claim Settled | \$1,500.00 |
| 36641 | Miscellaneous | 05-19-2015 | Complaint | Closed | 09-25-2015 | HEID, RICHARD | N | Claim Handling | Denial of Claim | 09-25-2015 | Company Position | \$0.00 |
| 36641 | Miscellaneous | 05-18-2015 | Complaint | Closed | 09-25-2015 | HEID, RICHARD | N | Claim Handling | Denial of Claim | 09-25-2015 | No Further Action | \$0.00 |
| 36489 | Miscellaneous | 05-01-2015 | Complaint | Closed | 08-17-2015 | Kun, Kevin | N | Claim Handling | Delay | 08-17-2015 | Claim Settled | \$65.00 |
| 36489 | Miscellaneous | 05-01-2015 | Complaint | Closed | 08-17-2015 | Kun, Kevin | N | Claim Handling | Delay | 08-04-2015 | No Further Action | \$0.00 |
| 34093 | Miscellaneous | 02-28-2016 | Complaint | Closed | 04-05-2015 | Pachani, Koshi | N | Claim Handling | Denial of Claim | 04-06-2015 | No Further Action | \$0.00 |
| 34692 | Miscellaneous | 02-28-2015 | Complaint | Closed | 03-24-2015 | BELL, DANIELA | N | Claim Handling | Delay | 03-24-2015 | Company Position | \$0.00 |
| 34748 | Miscellaneous | 02-05-2015 | Complaint | Closed | 03-20-2015 | Anderson, Jeff | N | Claim Handling | Denial of Claim | 03-20-2015 | No Further Action | \$0.00 |
| 34575 | Miscellaneous | 01-15-2015 | Complaint | Closed | 08-04-2015 | Anderson, Jeff | N | Claim Handling | Delay | 08-04-2015 | Insufficient Information | \$0.00 |
| 34575 | Miscellaneous | 01-15-2015 | Complaint | Closed | 08-04-2015 | Anderson, Jeff | N | Claim Handling | Delay | 08-04-2015 | No Further Action | \$0.00 |
| 34445 | Miscellaneous | 01-01-2015 | Complaint | Closed | 03-11-2015 | Warrington, Gary | N | Claim Handling | Denial of Claim | 03-11-2015 | No Further Action | \$0.00 |
| 34159 | Miscellaneous | 11-19-2014 | Complaint | Closed | 03-18-2015 | NAUGHTEN, LARRY S | Y | Claim Handling | Denial of Claim | 03-18-2015 | Compromised Settlement/Resol. | \$500.00 |
| 34062 | Miscellaneous | 11-10-2014 | Complaint | Closed | 12-19-2014 | COLD CITY APPLIANCES | N | Claim Handling | Delay | 12-19-2014 | Company Position | \$0.00 |
| 33593 | Miscellaneous | 09-24-2014 | Complaint | Closed | 10-23-2014 | OLBERICE, BERNIENS | N | Claim Handling | Denial of Claim | 10-23-2014 | Company Position | \$0.00 |
| 33558 | Homeowners | 09-10-2014 | Complaint | Closed | 10-07-2014 | wagner, paul | N | Claim Handling | Delay | 10-07-2014 | Company Position | \$0.00 |
| 33558 | Homeowners | 09-10-2014 | Complaint | Closed | 10-07-2014 | wagner, paul | N | Marketing & Sales | Denial of Claim | 10-07-2014 | Company Position | \$0.00 |
| 33222 | Miscellaneous | 07-31-2014 | Complaint | Closed | 09-04-2014 | CADOT, ELIZABETTE | N | Claim Handling | Delay | 09-04-2014 | Company Position | \$0.00 |
| 33091 | Miscellaneous | 07-16-2014 | Complaint | Closed | 09-04-2014 | Levy, David Wolf | N | Claim Handling | Denial of Claim | 09-04-2014 | Company Position | \$0.00 |
| 32890 | Miscellaneous | 07-03-2014 | Complaint | Closed | 07-09-2014 | Siedlak, Lori Garland | N | Claim Handling | Denial of Claim | 07-09-2014 | Overturned | \$600.00 |
| 31468 | Miscellaneous | 01-10-2014 | Complaint | Closed | 04-03-2014 | Madruga, Ronald | N | Marketing & Sales | Denial of Claim | 04-03-2014 | Company Position | \$0.00 |
| 29026 | Miscellaneous | 02-07-2013 | Complaint | Closed | 03-04-2013 | MEREDITH, DONALD | N | Claim Handling | Denial of Claim | 03-04-2013 | Compromised Settlement/Resol. | \$4,846.00 |
| 28724 | Miscellaneous | 12-21-2012 | Complaint | Closed | 01-22-2013 | SOKOLOSKI, DAVID | N | Claim Handling | Denial of Claim | 01-22-2013 | Upheld | \$50.00 |
| 27518 | Miscellaneous | 06-14-2012 | Complaint | Closed | 07-02-2012 | CZELEUSIAK, EDITH M | Y | Claim Handling | Adverse Benefit Determination | 07-02-2012 | Furnished/Expanded | \$0.00 |
| 27518 | Miscellaneous | 06-14-2012 | Complaint | Closed | 07-02-2012 | CZELEUSIAK, EDITH M | Y | Claim Handling | Denial of Claim | 07-02-2012 | Contract Provision | \$0.00 |
| 26884 | Miscellaneous | 03-28-2012 | Complaint | Closed | 04-19-2012 | MILLER, MOLIE | N | Claim Handling | Denial of Claim | 04-19-2012 | Refund | \$136.00 |
| 26884 | Miscellaneous | 03-28-2012 | Complaint | Closed | 04-19-2012 | MILLER, MOLIE | N | Claim Handling | Delay | 04-19-2012 | Advised Complainant | \$0.00 |
| 26946 | Miscellaneous | 03-20-2012 | Complaint | Closed | 04-19-2012 | ZABETI, PEYMAN | Y | Polyholder Service | Coverage Question | 04-19-2012 | Contract Provision | \$0.00 |
| 26767 | Miscellaneous | 02-21-2012 | Complaint | Closed | 03-01-2012 | PORRINO, STEPHEN F | N | Claim Handling | Denial of Claim | 03-01-2012 | Compromised Settlement/Resol. | \$200.00 |
| 26107 | Miscellaneous | 10-27-2011 | Complaint | Closed | 12-12-2011 | SMITH, CHRISTINA | Y | Claim Handling | Delay | 12-12-2011 | Contract Provision | \$0.00 |
| 25806 | Miscellaneous | 07-20-2011 | Complaint | Closed | 07-27-2011 | YATES, BOB | Y | Claim Handling | Delay | 07-27-2011 | Recovery | \$240.00 |
| 25442 | Miscellaneous | 06-23-2011 | Complaint | Closed | 07-27-2011 | YI, HYUN | Y | Marketing & Sales | Misleading Advertising | 07-27-2011 | Claim Settled | \$134.00 |
| | | | | | | | | | Not Licensed | | Refund | \$0.00 |

AA003029

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

Mark Federspiel,

Plaintiff,

v.

CHW Group, Inc. d/b/a Choice Home
Warranty, Victor Mandalawi and Victor
Hakim,

Defendants.

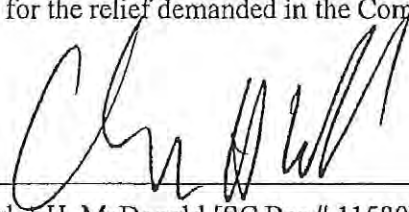
2016-CP-3203552
Case No.: 2016-CP-32-

SUMMONS

FILED
2016 OCT 17 PM 2:11
CLERK OF COURT
LEXINGTON SC

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer on the subscribers at Post Office Box 944, Columbia, South Carolina 29202, within thirty (30) days of the date of service, exclusive of such day. In the event you fail to answer within the stated time, judgment by default will be rendered against you for the relief demanded in the Complaint.


Charles H. McDonald [SC Bar # 11580]
ROBINSON, MCFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, SC 29202
(803) 779-8900
Email: cmcdonald@robinsonlaw.com

Counsel for Plaintiff

October 17, 2016

AA003030

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Mark Federspiel,

Plaintiff,

v.

CHW Group, Inc. d/b/a Choice Home
Warranty, Victor Mandalawi and Victor
Hakim,

Defendants.

) IN THE COURT OF COMMON PLEAS

2016 CP 3203552

Case No.: 2016-CP-32-

COMPLAINT
(JURY TRIAL DEMANDED)FILED
CLERK OF COURT
LEXINGTON, SC
OCT 17 PM 2:11

Now comes the Plaintiff, Mark Federspiel, who does state for his Complaint against the above named Defendants the following:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff is a resident of Lexington County, South Carolina.
2. Defendant CHW Group, Inc. d/b/a Choice Home Warranty ("CHW") is a corporation organized and existing under the laws of the state of New Jersey.
3. Upon information and belief, Defendant Victor Mandalawi ("Mandalawi") is a citizen and resident of the state of New York.
4. Upon information and belief, Defendant Victor Hakim ("Hakim") is a citizen and resident of the state of New Jersey.
5. At all times relevant to the matters set forth herein Mandalawi and Hakim were owners, principals, and control persons for the operation and conduct of CHW.
6. CHW transacts business in South Carolina through the sale of certain "home warranties" to citizens and residents of this State. Therefore, CHW is subject to jurisdiction in this State.

7. Mandalawi and Hakim either personally participated in or personally directed the actions and conduct complained of by Plaintiff. Therefore, Mandalawi and Hakim are subject to jurisdiction in this State.

8. As the Defendants are all residents of a state other than South Carolina, venue is proper in the county of residence of the Plaintiff which is Lexington County.

9. This Court has general jurisdiction over the subject matter and the claims alleged by the Plaintiff.

FACTS COMMON TO ALL CAUSES OF ACTION

10. CHW advertises, offers for sale, and sells "home warranties" to residential home owners in South Carolina and many other states.

11. CHW advertises through the internet and through other means that it provides home owners with a quality home warranty to protect home owners from unexpected and costly repairs to home systems and appliances. However, buried in the fine print of its "Service Agreement" is the disclaimer that CHW is not extending a warranty at all. Without any clear disclosure, what CHW is actually selling is a residential service agreement. This is despite the fact that the name of the company is Choice Home Warranty and further despite the prominent statements on the cover sheet of the "Service Agreement" which include "America's Choice in Home Warranty Protection" and the customers are purchasing a "CHW Warranty."

12. Among the representations that CHW makes to its customers and potential customers to induce them to purchase a home warranty are the following:

- a. Customers will never have to pay for "covered" home repairs again;
- b. The "Home Warranty" covers older systems and appliances;

c. CHW's service technicians are "pre-screened, licensed, and independently insured";

d. "Trusted, professionally licensed and insured technicians are dispatched to your home immediately after you file a claim to solve your problems and get your home back on track"; and

e. "In addition to saving your money, a home warranty is convenient. Choice Home Warranty's network of local technicians are professional, screened, and trusted. They're also licensed and insured, so you can feel comfortable knowing you'll have experts repairing your home. Many home owners find that home repairs with technicians in our network are far easier than finding and choosing their own contractors. With Choice Home Warranty's technicians, you never have to wonder if you made the right choice."

13. These representations are intentionally misleading and most, if not all, are false and were known to be false when made by CHW. As evidence of this, CHW, Mandalawi and Hakim have previously entered consent judgments with the Attorney Generals of New York and New Jersey based upon allegations of engaging in deceptive, fraudulent and illegal trade practices.

14. In the New Jersey consent judgment, CHW, Mandalawi, and Hakim agree to the following conditions among many others:

a. To conspicuously disclose that CHW offers only residential service contracts which are NOT warranties;

b. To clearly and conspicuously disclose any limitations of liability and exclusions from coverage;

c. To prohibit sales representatives from making false or misleading statements regarding the residential service contracts or its terms and conditions;

- d. To use only licensed and insured service technicians;
- e. To not include any references to arbitration before the American Arbitration Association unless CHW cured its "bad standing" with the AAA; and
- f. To provide, upon customer request, a written denial of a customer's claim including the basis for such denial.

15. Upon information and belief, the Defendants have failed to comply with these terms and conditions particularly as it relates to dealings with customers in states other than New Jersey.

16. Based on representations by CHW through internet advertising and by its sales representatives over the telephone, Plaintiff purchased a "Home Warranty" for his home located at 119 Wood Creek Drive, Augusta, Georgia. The warranty was assigned CHW Contract Number 410168457 and is for the period from 2/27/2016 through 2/27/2017. The cost of the warranty is \$500 per year at the current rate of \$41.67 per month. Plaintiff has made all monthly payments as of the filing of this Complaint.

17. After Plaintiff agreed to purchase the CHW Home Warranty and sent payment to CHW, Plaintiff received the Choice Home Warranty "Home Service Agreement." This Agreement contained numerous terms and conditions which were contrary to the representations made to Plaintiff by CHW and further contained terms and conditions which were not disclosed to Plaintiff and to which no reasonable consumer would agree had they been adequately disclosed.

18. Among these terms and conditions are the following:

- a. Plaintiff was not receiving a contract of insurance, residential service or a warranty;
- b. The contract does not cover "unknown pre-existing conditions" whatever that means;

c. CHW's definition of "routine maintenance" of home appliances and systems far exceeds what any normal and reasonable homeowner would undertake;

d. CHW is not responsible for the negligence of its Service Provider (a/k/a technicians);

e. CHW limits its liability to \$1,500.00 in the aggregate for any claim; and

f. CHW requires customers to submit to arbitration in the State of New Jersey on any dispute with no chance of recovering attorney's fees or any damages above \$1,500.00.

19. Had such unconscionable terms and conditions been adequately disclosed to Plaintiff at the time of sale, Plaintiff would not have purchased the CHW Home Warranty.

20. By May of 2016, Plaintiff and his family had moved to West Columbia, South Carolina in Lexington County. Plaintiff rented the home in Augusta, Georgia.

21. In late May of 2016, Plaintiff's tenants notified Plaintiff that there was no hot water in the home and there was a problem with the hot water heater as it appeared to have leaked water from the tank.

22. On May 29, 2016, Plaintiff made a claim with CHW under his Home Warranty for emergency service on the hot water heater at the Augusta, Georgia home. CHW assigned the claim to one of its selected technicians who CHW described as Wynns Electrical, Plumbing & Appliance. Plaintiff had no role or choice in the selection of this technician as it is CHW's responsibility under the Home Warranty to assign the claim to a qualified, licensed, and insured technician.

23. On this same day, CHW responded to Plaintiff and informed him that Paul Wynn would be coming to Plaintiff's home to assess the issues with the hot water heater. Plaintiff then travelled to his home in Augusta that same day to meet Mr. Wynn at the property.

24. Paul Wynn was unknown to Plaintiff and Plaintiff asked Mr. Wynn if he was properly qualified and licensed to perform any necessary work on the water heater and plumbing system. Mr. Wynn assured Plaintiff that he was properly licensed and was qualified to perform any necessary work.

25. When Mr. Wynn came to service the warranty claim, he was paid the \$45 service call fee that is part of CHW's "Home Service Agreement." While the disclosure of a \$45 fee for every service call under a warranty claim was not adequately disclosed to Plaintiff prior to purchasing the Home Warranty, Plaintiff did not question the charge at that time and paid it upon request.

26. To the extent that the service call fee is a legitimate charge, it is the extent of Plaintiff's liability for a service call under the CHW Home Warranty. If the claim is not covered, then Plaintiff is responsible for repairs or replacement of the appliance or system. If the claim is covered, then CHW is responsible for paying its service technician for repair or replacement of the appliance or system.

27. Plaintiff understood that its claim was covered under CHW's Home Warranty. Plaintiff was never advised otherwise by CHW or its service technician Mr. Wynn.

28. Despite Plaintiff's claim being covered, Mr. Wynn soon demanded additional money from Plaintiff for materials. Plaintiff paid Mr. Wynn \$500.00 purportedly for materials. Mr. Wynn soon demanded additional money and Plaintiff paid Mr. Wynn another \$500.00. These payments were made under duress as Plaintiff's tenants could no longer occupy the home while Mr. Wynn was working on the water heater issue because Mr. Wynn shut off the water supply to the home. Plaintiff had to house his tenants in a local motel during this time and Plaintiff was in jeopardy of losing his tenant over this issue. The tenants were extremely distraught over this move as it was a significant inconvenience for them.

29. During the time Mr. Wynn was performing work on Plaintiff's home, Plaintiff understood that Mr. Wynn was properly qualified and licensed to perform plumbing work not only because Mr. Wynn told the Plaintiff that he was licensed and qualified, but also because CHW assured Plaintiff that it used only qualified, licensed and insured technicians.

30. Only after Mr. Wynn made a complete mess in Plaintiff's home while attempting to repair the hot water heater and related plumbing issues over the next several days, including substantial water damage to the interior of the home, did Plaintiff discover that Mr. Wynn was not a licensed plumber as he was required to be to perform such work on Plaintiff's home.

31. Plaintiff then had to travel back to Augusta to hire a new qualified and licensed plumber at great expense to repair the mess made by Mr. Wynn. This plumber informed Plaintiff that Mr. Wynn's work was a "hack job" and done by someone who obviously did not know what they were doing.

32. While Plaintiff's out of pocket expense related to his warranty claim should have been limited to \$45.00, Plaintiff has now had to spend approximately \$14,000 of his own money to make repairs to the hot water heater and related plumbing as well as other expenses including his tenants' motel stay and repairs to the water damaged areas of the home's interior. Plaintiff is informed and believes that additional repairs will be needed to fix interior water damage which will be done at the expiration of the current lease term in order to avoid further disruption to Plaintiff's tenants.

33. As a continuing part of his warranty claim, Plaintiff made demand on CHW to pay his out of pocket costs caused by the botched job of CHW's unqualified and unlicensed service technician. CHW's representatives have made several unsatisfactory proposals to Plaintiff over the telephone, but despite Plaintiff's request CHW has not responded to his claim for out of

pocket expenses in writing. In fact, CHW has now appeared to have ceased communicating entirely with Plaintiff having failed to respond to repeated letters and e-mails regarding the matter.

34. Upon information and belief, Defendants Mandalawi and Hakim are responsible for CHW's selection of unqualified and unlicensed service technicians and are further responsible for the improper handling of Plaintiff's warranty claim.

FOR A FIRST CAUSE OF ACTION
(BREACH OF CONTRACT)

35. The allegations of Paragraphs 1 through 34 above are re-alleged and incorporated herein.

36. Under the terms of the Home Service Agreement, Defendant CHW was required to send only qualified and licensed service technicians to respond to a warranty claim.

37. CHW breached its contract with Plaintiff by, among other things, failing to assign a qualified and licensed service technician to respond to Plaintiff's warranty claim and failing to pay its service technician for all costs above the \$45 service call fee.

38. As a direct and proximate result of Defendant CHW's breach of contract, Plaintiff has suffered damages in an amount exceeding \$14,000 and is entitled to judgment against CHW in an amount to be proven at trial together with interest thereon at the prevailing legal rate.

FOR A SECOND CAUSE OF ACTION
(NEGLIGENCE/GROSS NEGLIGENCE)

39. The allegations of Paragraphs 1 through 34 above are re-alleged and incorporated herein.

40. Defendants CHW, Mandalawi, and Hakim owed a duty to its customers, including Plaintiff, to "pre-screen" its selected service technicians and to use only qualified, licensed and insured technicians to respond to warranty claims.

41. The Defendants breached this duty of care in the following particulars among others:

a. By failing to pre-screen Wynns Electrical Plumbing and Appliance and Paul Wynn; and

b. By failing to insure that Paul Wynn held the proper licenses to perform work on the plumbing system of Plaintiff's home;

42. Because the warranty claim by Plaintiff was made almost one year after the Defendants had entered into a Final Consent Judgement with the State of New Jersey in which they each agreed to "ensure, to the best of their knowledge based upon their diligent and good faith inquiries, that any technician they assign to service a Consumer's claim possesses all requisite licenses, registrations and insurance," the Defendants failure to so act in this instance was willful, wanton, and reckless.

43. As a direct and proximate result of the Defendants' conduct, Plaintiff has suffered damages in an amount exceeding \$14,000.00 and Plaintiff is entitled to judgment against the Defendants, jointly and severally, in an amount to be proven at trial together with punitive damages as determined by the trier of fact for the Defendants' willful, wanton, and reckless conduct.

FOR A THIRD CAUSE OF ACTION
(VIOLATION OF SCUTPA S.C. CODE ANN. § 39- 5-20 *et seq.*)

44. The allegations of Paragraphs 1 through 34 above are re-alleged and incorporated herein.

45. The actions and conduct of the Defendants in inducing Plaintiff to purchase a CHW "Home Warranty" and in subsequently utilizing unqualified and unlicensed service technicians constitute an actionable unfair and deceptive trade practice under S.C. Code Ann. § 39-5-20 *et seq.*

46. These actions and conduct are clearly deceptive and unfair trade practices as evidenced by the Defendants' consent to refrain from such actions and conduct in the New Jersey Final Consent Judgment. Unfortunately for the Plaintiff and other consumers, the Defendants continue to engage in such actions and conduct, all of which have an adverse impact on the public.

47. Plaintiff has suffered actual damages as a result of the Defendants' deceptive and unfair trade practices in an amount exceeding \$14,000.00. Plaintiff is entitled to judgment against the Defendants, jointly and severally, in such amount as shall be proven at trial, together with Plaintiff's costs and attorney's fees as permitted by S.C. Code Ann. § 39-5-140. Furthermore, because the conduct of the Defendants in this instance was willful, intentional, and reckless, any damage award against the Defendants should be trebled as permitted by S.C. Code Ann. § 39-5-140.

FOR A FOURTH CAUSE OF ACTION
(Fraud)

48. The allegations of Paragraphs 1 through 34 above are re-alleged and incorporated herein.

49. CHW has made material representations to the Plaintiff regarding the "Home Warranty" that it sold to Plaintiff which include, but are not limited to, the qualifications, trustworthiness, and license status of CHW's service technicians. Were it not for these representations, Plaintiff would not have purchased a Home Warranty from CHW.

50. Certain of these representations were known to CHW and its principals to be false when made which include, but are not limited to, the representations regarding the qualifications, trustworthiness, and license status of CHW's service technicians.

51. Defendant CHW and its principals made these representations with the intent to induce customers like the Plaintiff to purchase a Home Warranty.

52. Plaintiff relied on the representations made by CHW, including those in paragraphs 49 and 50 above, in deciding to purchase a Home Warranty from CHW. Plaintiff believed the representations and particularly believed that any service technician coming to his home on a claim would be qualified and properly licensed.

53. As a potential customer of CHW, Plaintiff had every right to rely upon the representations made by CHW and to believe that these representations were true.

54. As a direct and proximate result of Plaintiff's reliance on the false, misleading, and deceptive statements and representations by CHW, Plaintiff has suffered actual damages in an amount exceeding \$14,000.00. Plaintiff is entitled to judgment against the Defendants, jointly and severally, in an amount to be proven at trial together with punitive damages against the Defendants for their conscious and intentional misrepresentations to Plaintiff.

FOR A FIFTH CAUSE OF ACTION
(Piercing the Corporate Veil)

55. The allegations of Paragraphs 1 through 34 above are re-alleged and incorporated herein.

56. To the extent that the individual Defendants, Mandalawi and Hakim, are not personally liable for any of the causes of action set forth above, individual liability against these Defendants is warranted to defeat the conduct of these Defendants which is fraudulent, deceptive and against the public policy of this State.

57. Upon information and belief, Mandalawi and Hakim are the sole or majority shareholders of CHW.

58. Upon information and belief, Mandalawi and Hakim have failed to properly observe the corporate formalities in the following particulars among others:

a. CHW is undercapitalized based on the number of outstanding home warranties it has issued and the reasonable and expected costs of paying legitimate warranty claims;

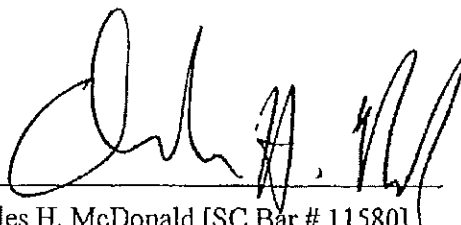
b. CHW has failed to observe corporate formalities as it relates to meetings, votes, and other corporate actions;

c. Mandalawi and Hakim have siphoned off corporate funds by paying themselves large salaries, dividends, bonuses and/or distributions; and

d. Use the corporate form as a mere façade for their fraudulent and deceptive conduct.

59. Plaintiff would further show that it would be fundamentally unfair and unjust to allow Mandalawi and Hakim to hide behind the corporate structure when they have a pattern of doing so in previous home warranty companies which they have simply shut down and walked away from.

WHEREFORE, having stated its Complaint against these Defendants, Plaintiff prays for judgment against each of them, jointly and severally, for actual damages in an amount to be proven at trial, trebling of said actual damages under S. C. Code Ann. § 39-5-140, punitive damages, attorney's fees under S.C. Code Ann. § 39-5-140, the costs of this action and such further relief as the Court deems just and proper.



Charles H. McDonald [SC Bar # 11580]
 ROBINSON, MCFADDEN & MOORE, P.C.
 Post Office Box 944
 Columbia, SC 29202
 (803) 779-8900
 Email: cmcdonald@robinsonlaw.com

Counsel for Plaintiff

October 17, 2016

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

Mark Federspiel

Plaintiff(s)

v.

CHW Group, Inc. d/b/a Choice Home
Warranty, Victor Mandalawi and Victor
Hakim

Defendant(s)

CIVIL ACTION COVERSHEET

2016-CP-32

Submitted By: Charles H. McDonald
Address: Robinson, McFadden & Moore, P.C.
Post Office Box 944
Columbia, SC 29202SC Bar #: 11580
Telephone #: (803) 779-8900
Fax #: (803) 252-0724
E-mail: cmedonald@robinsonlaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| Contracts <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) | Torts - Professional Malpractice <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case # 20__-__-__- <input type="checkbox"/> Notice/File Med Mal (230) <input type="checkbox"/> Other (299) | Torts - Personal Injury <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) | Real Property <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| Inmate Petitions <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | Administrative Law/Relief <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | Judgments/Settlements <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) | Appeals <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
| Special/Complex/Other <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) | | | |
| <input type="checkbox"/> Pharmaceuticals (630) <input checked="" type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of-State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Pre-Suit Discovery (670) | | | |

Submitting Party Signature:

Date:

October 17, 2016

SCCA / 234 (03/2016)

AA003043
Page 1 of 3

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

AA003045

Common Pleas
Clerk : Beth A. Carrigg
Lexington County Judicial Center
Lexington, SC 29072
Phone:(803) 785-8212 Fax:(803) 785-8603

17/39

Received From: McDonald, Charles Harry

PO Box 944

Columbia, SC 29202

Paying for: Federspiel, Mark

Transaction Type: Payment

Payment Type: Check \$150.00

Total Paid: \$150.00

Date: 10/17/2016

Receipt #: 196930

Clerk: jparker

Reference #: 37183

Comment:

Non-Refundable

Total Received: \$150.00

Change Due: \$0.00

You may check the status of your Lexington case at:

<http://www.sccourts.org/caseSearch/>

| Case # | Caption | Previous Balance | Amount Paid | Balance Due |
|---------------|----------------------------------|------------------|-------------|-------------|
| 2016CP3203552 | Mark Federspiel VS CHW Group Inc | \$150.00 | \$150.00 | \$0.00 |

Total Cases: 1

\$150.00

\$150.00

\$0.00



STATE OF SOUTH CAROLINA 18/39
COUNTY OF LEXINGTON
IN THE COURT OF COMMON
PLEAS

Plaintiff
MARK FEDERSPIEL

Defendant
CHW GROUP, INC. D/B/A CHOICE HOME WARRANTY, ET AL.

DOCKET NO. 2016-CP-3203552

AFFIDAVIT OF SERVICE
(for use by Private Service)

Cost of Service pursuant to R4:4-30

\$ _____

Person to be served: VICTOR HAKIM

Address:
1090 KING GEORGES POST RD
EDISON NJ 08837

Attorney:
ROBINSON MCFADDEN
1901 MAIN ST. SUITE 1200
COLUMBIA SC 29202

Papers Served:
SUMMONS & COMPLAINT CIVIL COVER SHEET

2016 NOV - 4 12:14

CLERK OF COURT
LEXINGTON, SC

ORIGINAL

Service Data:

Served Successfully ☒ Not Served ☐ Date: 10-21-16 Time: 1:15 PM Attempts:

☒ Delivered a copy to him/her personally

Name of Person Served and relationship/title

☐ Left a copy with a competent household member over 14 years of age residing therein at place of abode.

Victor Hakim

☐ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Personally

Description of Person Accepting Service:

Age: 42 Height: 5'8" Weight: 170 Hair: black Sex: M Race: M/E

Non-Served:

- ☐ Defendant is unknown at the address furnished by the attorney
- ☐ All reasonable inquiries suggest defendant moved to an undetermined address
- ☐ No such street in municipality
- ☐ No response on: _____ Date _____ Time _____

☐ Other: _____ Comments or Remarks _____

Subscribed and Sworn to me this

21 day of OCT 2016

I, LEONARD DE PIANO, was at
time of service a competent adult not having a direct
interest in the litigation. I declare under penalty
of perjury that the foregoing is true and correct.

Notary Signature

Signature of Process Server Date 10-21-16

MARCELLA A. COLLINS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/31/2021

DGR - THE SOURCE FOR LEGAL SUPPORT
1359 Littleton Road, Morris Plains, NJ 07950-3000
(973) 403-1700 Fax (973) 403-9222

Work Order No. 279014

File No. **AA003047**



STATE OF SOUTH CAROLINA 19/39
COUNTY OF LEXINGTON
IN THE COURT OF COMMON
PLEAS

Plaintiff
MARK FEDERSPIEL

vs

Defendant
CHW GROUP, INC. D/B/A CHOICE HOME WARRANTY, ET AL.

DOCKET NO. 2016-CP-3203552

AFFIDAVIT OF SERVICE
(for use by Private Service)

Person to be served: VICTOR MANDALAWI

2016 NOV -4 PM 1:47

Address:
1090 KING GEORGES POST RD
EDISON NJ 08837

DEPT. OF COURT
CLERK OF COURT
LEXINGTON, SC

Cost of Service pursuant to R4:4-30

\$ _____

Attorney:

ROBINSON MCFADDEN
1901 MAIN ST. SUITE 1200
COLUMBIA SC 29202

Papers Served:

SUMMONS & COMPLAINT CIVIL COVER SHEET

ORIGINAL

Service Data:

Served Successfully ☒ Not Served _____ Date: 10-21-16 Time: 1:15 PM Attempts: _____

☒ Delivered a copy to him/her personally

Name of Person Served and relationship/title

Left a copy with a competent household
member over 14 years of age residing therein at place of abode.

Victor Mandalawi

Left a copy with a person authorized to accept
service, e.g. managing agent, registered agent, etc.

Personally

Description of Person Accepting Service:

Age: 45 Height: 5'9" Weight: 160 Hair: black Sex: M Race: M/E

Non-Served:

- () Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address
() No such street in municipality
() No response on: _____ Date _____ Time _____
_____ Date _____ Time _____
_____ Date _____ Time _____

() Other: _____ Comments or Remarks _____

Subscribed and Sworn to me this

21 day of Oct 2016

I, LEONARD DE PIANO, was at
time of service a competent adult not having a direct
interest in the litigation. I declare under penalty
of perjury that the foregoing is true and correct.

Notary Signature

MARCELLA A. COLLINS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/31/2021

Signature of Process Server Date 10-21-16

DGR - THE SOURCE FOR LEGAL SUPPORT
1359 Littleton Road, Morris Plains, NJ 07950-3000
(973) 403-1700 Fax (973) 403-9222

Work Order No. 279010

File No. **AA003048**



2 7 9 0 0 1

Plaintiff
MARK FEDERSPIEL

Defendant vs
CHW GROUP, INC. D/B/A CHOICE HOME WARRANTY, ET AL.

Person to be served: CHW GROUP, INC.
D/B/A CHOICE HOME WARRANTY
Address:
1090 KING GEORGES POST RD
EDISON NJ 08837

Attorney:
ROBINSON MCFADDEN
1901 MAIN ST. SUITE 1200
COLUMBIA SC 29202

Papers Served:
SUMMONS & COMPLAINT CIVIL COVER SHEET

STATE OF SOUTH CAROLINA 20/39
COUNTY OF LEXINGTON
IN THE COURT OF COMMON
PLEAS

DOCKET NO. 2016-CP-3203552

AFFIDAVIT OF SERVICE
(for use by Private Service)

Cost of Service pursuant to R4:4-30

\$ _____

2016 NOV -4 P 1:42

RECEIVED
CLERK OF COURT
LEXINGTON

ORIGINAL

Service Data:

Served Successfully ☒ Not Served _____ Date: 10-21-16 Time: 1:15 PM Attempts: _____

_____ Delivered a copy to him/her personally

Name of Person Served and relationship/title

_____ Left a copy with a competent household member over 14 years of age residing therein at place of abode.

Naveet Sandhar

☒ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

MANAGING AGENT

Description of Person Accepting Service:

Age: 36 Height: 5'8" Weight: 160 Hair: Black Sex: M Race: M/E

Non-Served:

- () Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address
() No such street in municipality
() No response on: _____ Date _____ Time _____
_____ Date _____ Time _____
_____ Date _____ Time _____

() Other: _____ Comments or Remarks _____

Subscribed and Sworn to me this

21 day of October 2016

I, LEONARD DE PIANO, was at time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Notary Signature

Signature of Process Server Date 10-21-16

MARCELLA A. COLLINS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/31/2021

DGR - THE SOURCE FOR LEGAL SUPPORT
1359 Littleton Road, Morris Plains, NJ 07950-3000
(973) 403-1700 Fax (973) 403-9222

Work Order No. 279001
File No. AA003049

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Mark Federspiel,

Plaintiff,

v.

CHW Group, Inc. d/b/a Choice Home
Warranty, Victor Mandalawi and Victor
Hakim,

Defendants.

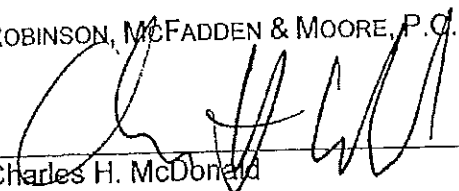
IN THE COURT OF COMMON PLEAS

Case No.: 2016-CP-32-03552

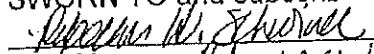
AFFIDAVIT OF DEFAULT

PERSONALLY appears before me, Charles H. McDonald, who, being duly sworn, states that he is the Attorney for the Plaintiff in this action; that more than thirty (30) days have elapsed since the service of the Summons and Complaint upon Defendant Victor Mandalawi; that no Answer or Notice of Appearance has been served upon him as required by the Summons in this action; that Defendant Victor Mandalawi is not a member of the military service; and that Defendant, Victor Mandalawi is in default.

ROBINSON, McFADDEN & MOORE, P.C.


Charles H. McDonald
Post Office Box 944
Columbia, SC 29202
(803) 779-8900
Attorneys for the Plaintiff

SWORN TO and subscribed before me this 23rd day of November, 2016.


Print Name: Rebecca H. Schull
Notary Public for South Carolina
My Commission expires April 4, 2018

AA003050

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Mark Federspiel,

Plaintiff,

v.

CHW Group, Inc. d/b/a Choice Home
Warranty, Victor Mandalawi and Victor
Hakim,

Defendants.

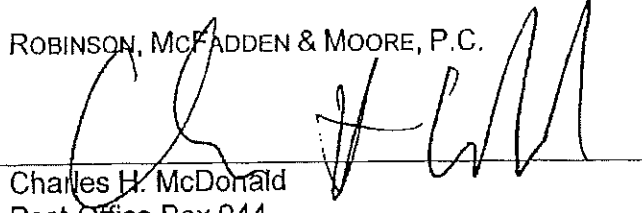
IN THE COURT OF COMMON PLEAS

Case No.: 2016-CP-32-03552

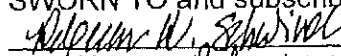
AFFIDAVIT OF DEFAULT

PERSONALLY appears before me, Charles H. McDonald, who, being duly sworn, states that he is the Attorney for the Plaintiff in this action; that more than thirty (30) days have elapsed since the service of the Summons and Complaint upon Defendant CHW Group, Inc. d/b/a Choice Home Warranty; that no Answer or Notice of Appearance has been served upon him as required by the Summons in this action; that Defendant CHW Group, Inc. d/b/a Choice Home Warranty is not a member of the military service; and that Defendant CHW Group, Inc. d/b/a Choice Home Warranty is in default.

ROBINSON, McFADDEN & MOORE, P.C.


 Charles H. McDonald
 Post Office Box 944
 Columbia, SC 29202
 (803) 779-8900
 Attorneys for the Plaintiff

SWORN TO and subscribed before me this 23rd day of November, 2016.


 Print Name: Rebecca H. Schwind
 Notary Public for South Carolina
 My Commission expires April 4, 2018

AA003051

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Mark Federspiel,)

Plaintiff,)

v.)

CHW Group, Inc. d/b/a Choice Home
Warranty, Victor Mandalawi and Victor
Hakim,)

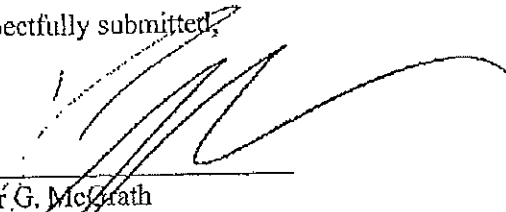
Defendants.)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-32-03552**NOTICE OF APPEARANCE**

TO: CHARLES H. MCDONALD, COUNSEL FOR THE PLAINTIFF

YOU WILL PLEASE TAKE NOTICE that the undersigned respectfully enters his
appearance as counsel for the Defendants in the above-captioned matter.

Respectfully submitted,


 Peter G. McGrath
 McGrath Law Firm, P.A.
 802 Johnnie Dodds Boulevard
 Mt. Pleasant, South Carolina 29464
 Phone: (843) 606-2755
 Fax: (843) 388-7263
 pmcgrath@mcgrathlawfirm.com

December 7, 2016

AA003052

ORIGINAL

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON)

NO. DEC-8

ELEVENTH JUDICIAL CIRCUIT

CASE NO.: 2016-CP-32-03552

Mark Federspiel,

Plaintiff,

BETH A. CANNIGG
CLERK OF COURT
LEXINGTON, SCANSWER ON BEHALF
OF THE DEFENDANTS

v.

CHW Group, Inc. d/b/a Choice Home
Warranty, Victor Mandalawi and Victor
Hakim,

Defendants.

TO: CHARLES H. MCDONALD, ESQUIRE, COUNSEL FOR THE PLAINTIFF:

The Defendants are initially filing this Answer to Plaintiff's Complaint solely to contest the propriety of service. However, in the interest of judicial efficiency, Defendants are providing the following complete answer to the Complaint herein in the event Defendants' Motion is denied. Defendants specifically reserve the right to amend Answer after the resolution of the service issue. The Defendants deny each and every allegation of the Plaintiff's Complaint not specifically addressed herein. The Defendants allege and say as follows:

ANSWER

- 1) Answering Paragraph 1: The Defendants admit, upon information and belief, the allegations contained in Paragraph 1 of the Complaint.
- 2) Answering Paragraph 2: The Defendants admit, upon information and belief, the allegations contained in Paragraph 2 of the Complaint.
- 3) Answering Paragraph 3: The Defendants admit, upon information and belief, the allegations contained in Paragraph 3 of the Complaint.

- 4) Answering Paragraph 4: The Defendants admit, upon information and belief, the allegations contained in Paragraph 4 of the Complaint.
- 5) Answering Paragraph 5: The Defendants admit, upon information and belief, the allegations contained in Paragraph 5 of the Complaint.
- 6) Answering Paragraph 6: The Defendants admit, upon information and belief, the allegations contained in Paragraph 6 of the Complaint.
- 7) Answering Paragraph 7: The Defendants deny the allegations contained in Paragraph 7. Defendants Mandalawi and Hakim did not personally direct any such alleged actions or conduct.
- 8) Answering Paragraph 8: The Defendants admit, upon information and belief, the allegations contained in Paragraph 8 of the Complaint.
- 9) Answering Paragraph 9: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 20 of the Complaint.
- 10) Answering Paragraph 10: The Defendants admit, upon information and belief, the allegations contained in Paragraph 10 of the Complaint.
- 11) Answering Paragraph 11: The Defendants deny the allegations contained in Paragraph 11 of the Complaint.
- 12) Answering Paragraph 12: The Defendants deny the allegations contained in Paragraph 12 of the Complaint.
- 13) Answering Paragraph 13: The Defendants deny the allegations contained in Paragraph 13 of the Complaint.
- 14) Answering Paragraph 14: The Defendants deny the allegations contained in Paragraph 14 of the Complaint.

15) Answering Paragraph 15: The Defendants deny the allegations contained in Paragraph 15 of the Complaint.

16) Answering Paragraph 16: The Defendants deny the allegations contained in Paragraph 16 of the Complaint.

17) Answering Paragraph 17: The Defendants deny the allegations contained in Paragraph 17 of the Complaint.

18) Answering Paragraph 18: The Defendants deny the allegations contained in Paragraph 18 of the Complaint.

19) Answering Paragraph 19: The Defendants deny the allegations contained in Paragraph 19 of the Complaint.

20) Answering Paragraph 20: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 20 of the Complaint.

21) Answering Paragraph 21: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 21 of the Complaint.

22) Answering Paragraph 22: The Defendants admit, upon information and belief, the allegations contained in Paragraph 22 of the Complaint.

23) Answering Paragraph 23: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 23 of the Complaint.

24) Answering Paragraph 24: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 24 of the Complaint.

25) Answering Paragraph 25: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 25 of the Complaint.

26) Answering Paragraph 26: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 26 of the Complaint.

27) Answering Paragraph 27: The Defendants deny the allegations contained in Paragraph 27 of the Complaint.

28) Answering Paragraph 28: The Defendants deny the allegations contained in Paragraph 28 of the Complaint.

29) Answering Paragraph 29: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 29 of the Complaint.

30) Answering Paragraph 30: The Defendants deny the allegations contained in Paragraph 30 of the Complaint.

31) Answering Paragraph 31: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 31 of the Complaint.

32) Answering Paragraph 32: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 32 of the Complaint.

33) Answering Paragraph 33: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 33 of the Complaint.

34) Answering Paragraph 34: The Defendants deny the allegations contained in Paragraph 34 of the Complaint.

ANSWER: BREACH OF CONTRACT

35) Answering Paragraph 35: Paragraph 35 does not require an answer.

36) Answering Paragraph 36: The Defendants deny the allegations contained in Paragraph 36 of the Complaint. Defendants state that the relevant provision of the contract states as follows, "A. **COVERAGE** During the coverage period, Our sole responsibility will be to

arrange for a qualified service contractor ("Service Provider") to repair or replace, at Our expense (up to the limits set forth below), the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract."

37) Answering Paragraph 37: The Defendants deny the allegations contained in Paragraph 37 of the Complaint.

38) Answering Paragraph 38: The Defendants deny the allegations contained in Paragraph 38 of the Complaint.

ANSWER: NEGLIGENCE/GROSS NEGLIGENCE

39) Answering Paragraph 39: Paragraph 39 does not require an answer.

40) Answering Paragraph 40: The Defendants deny the allegations contained in Paragraph 40 of the Complaint. Defendants state that the relevant provision of the contract states as follows, "A. **COVERAGE** During the coverage period, Our sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at Our expense (up to the limits set forth below), the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract.

41) Answering Paragraph 41: The Defendants deny the allegations contained in Paragraph 41 of the Complaint.

42) Answering Paragraph 42: The Defendants deny the allegations contained in Paragraph 42 of the Complaint.

43) Answering Paragraph 43: The Defendants deny the allegations contained in Paragraph 43 of the Complaint.

ANSWER: VIOLATION OF SCUPTA S.C. CODE ANN. § 39-5-20 et seq.

44) Answering Paragraph 44: Paragraph 44 does not require an answer.

45) Answering Paragraph 45: The Defendants deny the allegations contained in Paragraph 45 of the Complaint.

46) Answering Paragraph 46: The Defendants deny the allegations contained in Paragraph 46 of the Complaint.

47) Answering Paragraph 47: The Defendants deny the allegations contained in Paragraph 47 of the Complaint.

ANSWER: FRAUD

48) Answering Paragraph 48: Paragraph 48 does not require an answer.

49) Answering Paragraph 49: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 49 of the Complaint.

50) Answering Paragraph 50: The Defendants deny the allegations contained in Paragraph 50 of the Complaint.

51) Answering Paragraph 51: The Defendants deny the allegations contained in Paragraph 51 of the Complaint.

52) Answering Paragraph 52: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 52 of the Complaint.

53) Answering Paragraph 53: The Defendants are without sufficient knowledge and information to confirm or deny the allegations contained in Paragraph 53 of the Complaint.

54) Answering Paragraph 54: The Defendants deny the allegations contained in Paragraph 54 of the Complaint.

ANSWER: PIERCING THE CORPORATE VEIL

55) Answering Paragraph 55: Paragraph 55 does not require an answer.

56) Answering Paragraph 56: The Defendants deny the allegations contained in Paragraph 56 of the Complaint.

57) Answering Paragraph 57: The Defendants admit, upon information and belief, the allegations contained in Paragraph 57 of the Complaint.

58) Answering Paragraph 58: The Defendants deny the allegations contained in Paragraph 58 of the Complaint.

59) Answering Paragraph 59: The Defendants deny the allegations contained in Paragraph 59 of the Complaint.

**FOR A FIRST DEFENSE: FAILURE TO STATE FACTS SUFFICIENT TO
CONSTITUTE A CAUSE OF ACTION**

60) The Complaint herein fails to state facts sufficient to constitute a cause of action against the Defendants.

FOR A SECOND DEFENSE: FAILURE TO PROPERLY SERVE

61) The Defendants allege that Plaintiff's service was not carried out according to the rules of Court.

FOR A THIRD DEFENSE: NO PRIVATE RIGHT OF ACTION PROVIDED

62) The Plaintiff's claims are barred to the extent that any statutes or regulations under which they purport to assert claims provide no private right of action.

FOR A FOURTH DEFENSE: FAILURE TO EXHAUST REMEDIES

63) The Defendants allege that plaintiffs are barred from any relief or remedy for failure to exhaust remedies

FOR A FIFTH DEFENSE: NO BREACH OF DUTY

64) The Defendants did not breach any duty owed to the Plaintiffs and therefore the Plaintiffs may not recover from the Defendants in any sum whatsoever.

FOR A SIXTH DEFENSE: STATUTE OF LIMITATIONS

65) The Defendants plead all applicable statutes of limitation in bar of this action.

FOR A SEVENTH DEFENSE: ELECTION OF REMEDIES

66) The Defendants plead the doctrine of election of remedies in bar or limitation of the Plaintiff's claims to the maximum extent permitted by applicable law.

FOR AN EIGHTH DEFENSE: PUNITIVE DAMAGES VIOLATE THE DEFENDANTS' CONSTITUTIONAL RIGHTS

67) The Defendants allege that an award of punitive damages in this case would violate the 5th, 6th, and 14th amendments to the United States Constitution and Article One, Section 3 of the South Carolina Constitution in that:

- a) The unfettered power to award punitive damages in any manner is wholly devoid of a meaningful standard and is inconsistent with due process guaranteed; and
- b) Even if it could be argued that the standard governing the imposition of punitive damages exists, the standard is void for vagueness.

FOR A NINTH DEFENSE: FAILURE TO MITIGATE DAMAGES

68) The Defendants allege that Plaintiff failed to mitigate his damages as to all causes of action alleged in the complaint.

FOR A TENTH DEFENSE: COMPARATIVE FAULT

69) The Defendants allege that damages suffered, if any, are a result of comparative fault of Plaintiff such that any disbursements from Defendant is barred and/or must be adjusted and/or eliminated.

FOR AN ELEVENTH DEFENSE: WAIVER

70) The Defendants allege that by reason of the acts and omissions of the Plaintiff, Plaintiff has waived any entitlement to any recovery, for any breach of any contract or any duty, or for any other cause.

FOR A TWELTH DEFENSE: ESTOPPEL

71) The Defendants allege that by reason of the acts and omissions of the Plaintiff, Plaintiff is estopped from entitlement to any recovery, if any.

FOR A THIRTEENTH DEFENSE: LACHES

72) The Defendants allege that defendants allege that Plaintiff is barred from any recovery by the doctrine of laches.

FOR A FOURTEENTH DEFENSE:

73) The Defendants allege that plaintiffs have failed to state a claim upon which attorney's fees can be awarded.

FOR A FIFTEENTH DEFENSE: CONSENT

74) The Defendants allege that plaintiffs are barred from asserting any causes of action by virtue of their consent to the alleged acts or conditions.

FOR A SIXTEENTH DEFENSE: ALLEGED DAMAGES NOT CAUSED BY DEFENDANTS

75) The Defendants allege that to the extent that plaintiffs suffered any damages alleged, such damages were not caused by defendants but by the acts or omissions of plaintiffs and/or others.

FOR A SEVENTEENTH DEFENSE: NOTICE

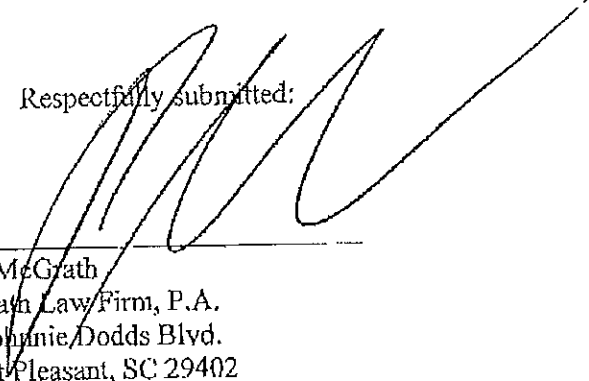
76) The Defendants allege that Plaintiffs are barred from any recovery, because of Plaintiffs' lack of notice to Defendants.

77) Defendants specifically reserve the right to amend Answer after the resolution of the service issue.

WHEREFORE, defendants pray that:

1. Plaintiffs take nothing by their complaint and that said complaint and each cause of action therein be dismissed as to defendants;
2. For defendants' cost of suit herein;
3. For reasonable attorney's fees; and
4. For such other relief the Court deems proper.

Respectfully submitted:


Peter McGrath
McGrath Law Firm, P.A.
802 Johnnie Dodds Blvd.
Mount Pleasant, SC 29402
Phone: (843) 606-2755
Fax: (843) 388-7263
pmcgrath@mcgrathlawfirm.com

12/7, 2016
Mount Pleasant, South Carolina

RECEIVED
CLERK OF COURT
LEXINGTON, SC

2016 DEC -8 AM 11:35

FILED

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Mark Federspiel,)

Plaintiff,)

v.)

CHW Group, Inc. d/b/a Choice Home
Warranty, Victor Mandalawi and Victor
Ilakim,)

Defendants.)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-32-03552**CERTIFICATE OF SERVICE**

I certify that a copy of the following documents were sent this 7th day of December, 2016
via U.S. Mail with sufficient postage addressed to the following individual:

Documents: Notice of Appearance
Answer on Behalf of the Defendants

Individual: Charles H. McDonald, Esq.
Robinson McFadden & Moore, PC
PO Box 944
Columbia, SC 29202

BEEN A CARRIAGE
CLERK OF COURT
LEXINGTON, SC

2016 DEC - 8 A 11: 34

FILED

MCGRATH LAW FIRM, P.A.

By: 

Stephanie M. Smith
Paralegal to McGrath Law Firm
802 Johnnie Dodds Boulevard
Mount Pleasant, SC 29464
Phone: (843) 606-2755
Fax: (843) 388-7263
paralegal@mcgrathlawfirm.com

Mount Pleasant, South Carolina

AA003063

ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Mark Federspiel,)

Plaintiff,)

v.)

CHW Group, Inc. d/b/a Choice Home Warranty,)

Victor Mandalawi and Victor Hakim,)

Defendants.)

IN THE COURT OF COMMON PLEAS

Case No.: 2016-CP-32-03552

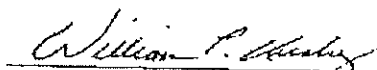
ORDER SUBSTITUTING COUNSEL

This matter is before the Court upon Motion of the plaintiff, Mark Federspiel, to substitute the Law Firm of Belser & Belser, PA, as counsel in this case. Charles H. McDonald recently joined Belser & Belser, PA, and Mark Federspiel, wishes for Charles H. McDonald to continue representing it in the above matter. Sowell Gray Robinson Stepp & Laffitte, LLC, agrees to the substitution of Belser & Belser, PA, as attorneys for the plaintiff, Mark Federspiel.

Therefore, Charles H. McDonald and the Law Firm of Belser & Belser, PA, should be substituted as counsel for the plaintiff, Mark Federspiel.

IT IS, THEREFORE, ORDERED that the law firm of Belser & Belser, PA, be substituted as the attorneys for the plaintiff, Mark Federspiel.

AND IT IS SO ORDERED.



Chief Administrative Judge, Eleventh Judicial Circuit

Columbia, South Carolina

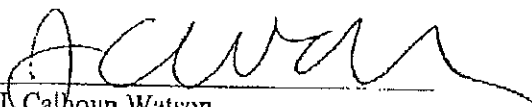
March 20, 2017.

FILED
2017 MAR 23 AM 11:05
USCA M. P. COURT
CLERK OF COURT
LEXINGTON SC

AA003064

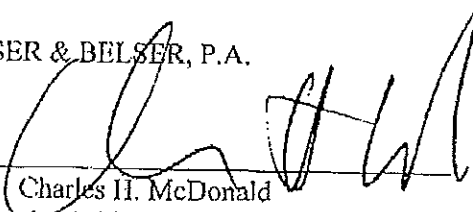
WE SO MOVE AND CONSENT:

SOWELL GRAY ROBINSON STEPP & LAFFITTE, L.L.C.

By: 
J. Calhoun Watson
cwatson@sowellgray.com
1310 Gadsden Street
Post Office Box 11449
Columbia, South Carolina 29211
(803) 929-1400

WE SO MOVE AND CONSENT:

BELSER & BELSER, P.A.

By: 
Charles H. McDonald
chuck@belserpa.com
Post Office Box 96
Columbia, SC 29202
(803) 929-0096

FILED
2017 MAR 23 AM 11:05
LISA M. COMER
CLERK OF COURT
LEXINGTON SC

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2016CP3203552

Mark Federspiel

CHW Group Inc
Victor Mandalawi

Choice Home Warranty
Victor Hakim

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court;

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

| Judgment in Favor of (List name(s) below) | Judgment Against (List name(s) below) | Judgment Amount To be Enrolled (List amount(s) below) |
|--|--|--|
| | | |
| | | |
| | | |

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

3/27/2017

Date

For Clerk of Court Office Use Only

AA003066

This judgment was entered on the 23rd day of March, 2017, and a copy mailed first class or placed in the appropriate attorney's box on the 28th day of March, 2017, to attorneys of record or to parties (when appearing pro se) as follows:

Charles Harry McDonald
William Clayton Dillard Jr.
PO Box 96 Columbia, SC 29202

Peter Gerard McGrath
802 Johnnie Dodds Blvd. Mount Pleasant, SC 29464

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Lisa A. Comer / kr

Court Reporter

Lisa M. Comer - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA

FILED

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

2017 MAR 24 AM 11:18

Civil Action No. 2016-CP-32-03552

Mark Federspiel,

Plaintiff,

v.

CHW Group, Inc. d/b/a Choice Home
Warranty, Victor Mandalawi and
Victor Hakim,

Defendants.

LISA M. COMER
CLERK OF COURT
LEXINGTON SC

ORIGINAL

NOTICE OF APPEARANCE

TO: PETER G. MCGRATH, ATTORNEY FOR THE DEFENDANTS

PLEASE TAKE NOTICE that the undersigned hereby enters his appearance as
counsel for the plaintiff Mark Federspiel in the above captioned matter.

BELSER & BELSER, P.A.



William C. Dillard, Jr. (S.C. Bar No. 78986)

1901 Main St., Suite 1550 (29201)

P.O. Box 96

Columbia, South Carolina 29202

(803) 929-0096

will@belserpa.com

Attorneys for Plaintiff

Columbia, South Carolina
March 23, 2017

AA003068

03-28-2017

Problem Report Information Inquiry

Page 1 of 3

Problem Report ID: 39302

Problem Report Type: Complaint

Responsible Section: Consumer Services

Status: Closed

Opened Date: 07-12-2016

Closed Date: 07-25-2016

Closure Reason:

PROBLEM REPORT DETAILS

TYPE OF PROBLEM: OTHER PROBLEM TYPE DESCRIPTION

Claim Denial/Delay

DESCRIPTION

CONSUMER DETAIL OF COMPLAINT

On June 27, 2016, my air conditioner stopped working. I called my warranty company, Choice Home Warranty in Edison, NJ. They dispatched the call to one of their contract technicians. A technician arrived and determined that the capacitor needed to be replaced, which he replaced. He left, and the capacitor failed within a few hours. I called Choice again, Choice asked the technician for more information regarding the unit. From my understanding, he supplied sufficient information. He returned three times. The technician (Adon Chavez) told me that he sent Choice everything they had requested. Today is July 11th, as of today the compressor has not been repaired. I have called a number of times to contact Choice and I was put on hold EVERY single time for extensive periods. At times exceeding 45 minutes, at which point the call failed. AT one point I managed to get a supervisor one the phone, his name was David L. I was told that the claim was rejected verbally by Choice because they said I didn't maintain the unit. I have maintained the unit. To which I have sent them proof that I did. Since then they have terminated their relationship with that Technician, claiming that he provided insufficient information. I have sent those copies of the maintenance for these past several years, spring (2016) and the ones for 2014 and 2013. The one from 2015 (performed by GreenStar Heating and A/C) was not available. The Company no longer existed. I do not believe that Choice Home Warranty is looking for their clients. Even after I provided sufficient proof of maintenance, they still denied my claim and fired the technician. This has now become a life or death situation. My significant other, who is disabled, along with our little dog, have been left in the house with temperatures exceeding 100 plus degrees. We live in Las Vegas, where the summer months are exceedingly hot. She became ill with severe heat stroke.

CONSUMER DESIRED RESOLUTION

Replace my A/C compressor

CONSUMER IS COMPLAINING AGAINST

My Insurance Company

CONSUMER IS REPRESENTED BY AN ATTORNEY? No

HOW DID THE CONSUMER KNOW ABOUT US? Consumer Portal

HAS THE CONSUMER PREVIOUSLY REPORTED THIS PROBLEM TO OUR OFFICE OR ANY OTHER AGENCY? Yes

PURCHASED INSURANCE ON THE HEALTH CARE EXCHANGE?

RESPONDENT INFORMATION

NAME

ADDRESS:

HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME
BEDMINSTERNJ 07921-2118

EIN/NPN

90-0594950

EMPLOYMENT TYPE

NAIC ID

REPRESENTATIVE

COMPLAINT CONFIRMED

Yes

SOURCE

COMPLAINT TYPE

INCIDENT DATE

RECEIVED DATE

PRIORITY

LOCATION

LOCATION DATE

Consumer

General

06-27-2016

07-12-2016

Carson City

07-14-2016

FINDING TYPE

INCIDENT GROUP

SUBJECT

SUBJECT ADDITIONAL DETAILS

STATE ID

SYSTEM SOURCE

INSURER

AGENT/AGENCY

TYPE OF INSURANCE

SELF-FUNDED HEALTH PLAN

COVERAGE TYPE

COVERAGE LEVEL

COVERAGE SUBLEVELS

Choice Home Warranty

Service Contracts/Ext
Warranty

No

Miscellaneous

Extd Warranty & Serv
Contracts

NAME OF INSURED

POLICY NUMBER

POLICY PERIOD BEGIN DATE

POLICY PERIOD END DATE

POLICY ISSUED STATE

INSURANCE CARD ID

CLAIM NUMBER

Trombetta, Anthony V

249603352

Nevada

58034236

TYPE OF POLICY

LOCATION OF LOSS

IS THE INSURED MEDICARE

MEDICARE SUPP. PLAN

OTHER PARTY'S POLICY OR CLAIM NUMBER

Home

No

COMPLAINANT INFORMATION

NAME

ADDRESS

NPN

ORGANIZATION

ROLE

REPRESENTATIVE

AGE GROUP

MEDICAL INFO.
AUTHORIZATION

ROMBETTA, ANTHONY

2172 Chapman Ranch Dr
Henderson, NV 89012

Insured

No

STAFF MEMBERS

STAFF MEMBER

BEGIN DATE

END DATE

RESPONSIBLE

Yes

Kuhlman Kim

EX 38

1/4

03-28-2017

Problem Report Information Inquiry

Page 2 of 3

Problem Report ID: 39302

Problem Report Type: Complaint

Status: Closed

Responsible Section: Consumer Services

Opened Date: 07-12-2016 Closed Date: 07-25-2016

Closure Reason:

| REASONS | | RESPONDENT | |
|----------|-----------------|--|--|
| CATEGORY | REASON TYPES | HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY | |
| CH | Denial of Claim | | |

| ACTIONS | | LETTER DESCRIPTION | | DUE DATE | | RECEIVED DATE | | INVOLVED PARTY NAME | |
|-------------|------------------------------------|--------------------|-----------|----------|--|---------------|--|---------------------|--|
| ACTION DATE | ACTION | TIME | BATCH QTY | COMMENT | | | | | |
| 07-25-2016 | Satisfaction Ballot Kim Kuhlman | 0 | | | | | | | |
| 07-25-2016 | Letter Kim Kuhlman | 0 | | | | | | | |

July 25, 2016
 ANTHONY V TROMBETTA
 2172 CHAPMAN RANCH DR
 HENDERSON NV 89012

Re: Complaint against: HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY
 Our File Number: 16-KK39302

Dear ANTHONY V TROMBETTA:

The Division of Insurance received a response from Choice Home Warranty to your complaint. I have enclosed a copy for your review.

The company will be issuing you a check in the amount of \$1,500 for the air conditioning claim; the maximum amount for authorized claims.

Please be aware that the Division uses all complaint data to assist us in monitoring all the companies that do business in Nevada. Our examiners also use this data as a tool while performing an audit.

At this time, I am closing your complaint file. Thank you for the opportunity to have been of service.

Sincerely,

Kim M Kuhlman
 Compliance Investigator
 Consumer Section
 kkuhlman@doi.nv.gov

Consumer Services case files may be subject to public records requests. In accordance with applicable law, the Division may respond to public records requests without further contacting you. If you wish for our case file to be designated as Confidential, please notify us within 30 days.

| ACTIONS | | LETTER DESCRIPTION | | DUE DATE | | RECEIVED DATE | | INVOLVED PARTY NAME | |
|-------------|-----------------------|--------------------|-----------|----------|--|---------------|--|---------------------|--|
| ACTION DATE | ACTION | TIME | BATCH QTY | COMMENT | | | | | |
| 07-25-2016 | Letter Kim Kuhlman | 0 | | | | | | | |
| 07-21-2016 | Phone Kim Kuhlman | 0 | | | | | | | |
| 07-14-2016 | Letter Kim Kuhlman | 0 | | | | | | | |
| 07-14-2016 | Letter Kim Kuhlman | 0 | | | | | | | |

AA003070

Problem Report Information Inquiry

Problem Report ID: 39302

Problem Report Type: Complaint

Responsible Section: Consumer Services

Status: Closed

Opened Date: 07-12-2016

Closed Date: 07-25-2016

Closure Reason:

INVOLVED PARTIES

| INVOLVED PARTY | INVOLVED PARTY TYPE | ORGANIZATION | COMMENT |
|----------------------|---------------------|------------------|---------|
| Choice Home Warranty | | Portal - Company | |
| Trombetta, Anthony V | | Portal - Insured | |

DISPOSITIONS

| DATE | TYPE | REQUESTED AMOUNT | DISPOSITION AMOUNT | PAID AMOUNT |
|------------|-------------------------------|------------------|--------------------|-------------|
| 07-12-2016 | Compromised Settlement/Resol. | \$ 0.00 | \$ 1,500.00 | \$ 1,500.00 |

AA003071

| Report ID | Status | Open Date | Report Type | Respondent | Complainant |
|-----------|--------|------------|-------------|--|----------------------|
| 39302 | Closed | 07-12-2016 | Complaint | HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY | TROMBETTA, ANTHONY V |

Action Date 07-25-2016

Action Type Letter

Letter Description Closure Resolved Letter

Due Date

Received Date

Staff Member Kuhlman, Kim

Time Allocated 0.0

Involved Party

Print Qty

Comment

July 25, 2016 ANTHONY V TROMBETTA 2172 CHAPMAN RANCH DR HENDERSON NV 89012 Re: Complaint against: HOME WARRANTY ADMINISTRATOR OF NEVADA, INC DBA CHOICE HOME WARRANTY Our File Number: 16-KK39302 Dear ANTHONY V TROMBETTA: The Division of Insurance received a response from Choice Home Warranty to your complaint. I have enclosed a copy for your review. The company will be issuing you a check in the amount of \$1,500 for the air conditioning claim; the maximum amount for authorized claims. Please be aware that the Division uses all complaint data to assist us in monitoring all the companies that do business in Nevada. Our examiners also use this data as a tool while performing an audit. At this time, I am closing your complaint file. Thank you for the opportunity to have been of service. Sincerely, Kim M Kuhlman Compliance Investigator Consumer Section kkuhlman@doi.nv.gov Consumer Services case files may be subject to public records requests. In accordance with applicable law, the Division may respond to public records requests without further contacting you. If you wish for our case file to be designated as Confidential, please notify us within 30 days.

EX 39 1/3

FOX 4 Problem Solvers: Overland Park man wants to warn others about home warranty company

POSTED 9:46 PM, AUGUST 24, 2015, BY LINDA WAGAR, UPDATED AT 03:40PM, AUGUST 29, 2015

This is an archived article and the information in the article may be outdated. Please look at the time stamp on the story to see when it was last updated.



OVERLAND PARK, Kan. — An Overland Park man wants others to beware of a home warranty company which he says is worthless.

It was during a heat wave this summer when George Marinelli's air conditioner suddenly stopped working.

"The air went out completely," recalled Marinelli.



George Marinelli

Lucky for Marinelli, or so he thought, he had purchased a warranty from Choice Home Warranty a month

AA003073

earlier at the cost of \$49 a month. The warranty is supposed to cover the repair or replacement of his furnace, air conditioner and other items in his home.

Marinelli called Choice Home Warranty which dispatched a repair company out of Independence. The technician determined the compressor was fried and Marinelli would need a new unit.

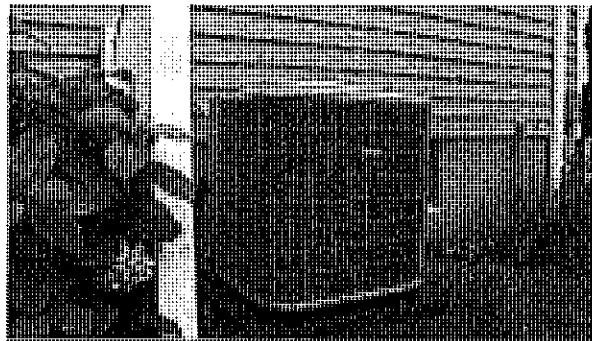
Choice Home Warranty refused to pay for a new unit, accusing him of not maintaining the air conditioner. Marinelli said an employee told him if he wanted to dispute that finding he would need to send three years of maintenance records.

Marinelli found records from 2013 and 2015 (in 2015 his air conditioner had been inspected and received a passing grade, he said). He faxed them to Choice Home Warranty. But no luck. It still wouldn't pay for a new air conditioner.

Upset, Marinelli called the claims department and asked to speak to a manager.

"All I got was another claims representative who told me everyone there is a manager," Marinelli said. "Go figure."

Realizing he was getting nowhere fast and desperate for central air, Marinelli paid \$7,000 for a new unit and cancelled



Marinelli purchased his own AC unit out of pocket for \$7,000

Choice Home

Warranty. Then he called FOX 4 Problem Solvers, wanting to warn others.

Marinelli isn't the warranty company's first unhappy customer. The Better Business Bureau has more than a thousand complaints lodged against the New Jersey-based company. Plus just this year, Choice Home Warranty agreed to pay nearly \$780,000 to settle a lawsuit by New Jersey's consumer protection office.

New Jersey officials alleged Choice Home Warranty used deceptive tactics to deny customer claims, including requiring people to submit multiple years of maintenance records before even reviewing a claim.

AA003074

In June, Choice Home Warranty promised the state it would change its practices. Yet it was that very next month that Choice Home Warranty demanded Marinelli turn over his maintenance records. Marinelli plans to file complaints against Choice Home Warranty with the Federal Trade Commission and the state of Kansas.

A spokesman for Choice Home Warranty told FOX 4 Problem Solvers that the company has changed its practices since the New Jersey lawsuit and that Marinelli was only asked for maintenance records after his initial claim was denied, not before, which he said was in compliance with the New Jersey agreement.

SPONSORED CONTENT

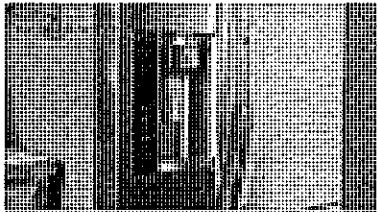
Raise Happy Children With Love And Discipline



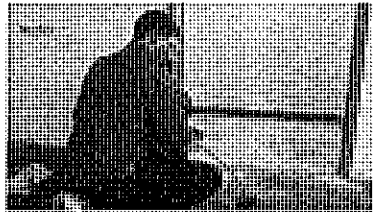
SEP 4, 2017, BY CONNATIX

Children need a balance between affection and discipline to grow to be happy adults. Too much of either could have serious consequences for their

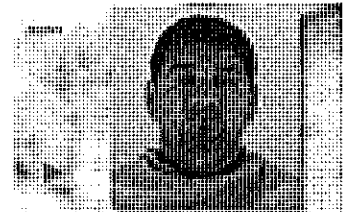
future.



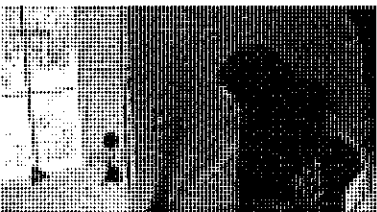
Metro family left losing its cool after getting caught in limbo with busted refrigerator



Kansas City officials say warranty program for sewer lines helps save homeowners money and avoid trouble



'Totally fooled me': More homeowners warn of Overland Park contractor operating under different company names



AA003075

EX 40 1/2



LIVE

Action 9 investigates home warranties

Updated: Aug 19, 2013 - 4:13 PM



2 of 2



A Titusville woman says she paid \$1,000 for a home warranty, but the company refused to cover a big plumbing repair. She says it ended up costing her hundreds of dollars and triggered serious damage.

Anita Varela found water seeping from the kitchen wall into her garage several times a week. Since she paid for a three-year home warranty, Varela thought she was covered.

AA003076



"It says right in the contract it covers leaks," she said.

LIVE

Varela made a claim to Choice Home Warranty in New Jersey, which sells home repairs and says it offers peace of mind. When its subcontractor showed up, he found a plumbing leak near the dishwasher, but Choice Home Warranty denied the claim because it said the leak was buried in the slab, a policy exclusion.

"What's the good of having a warranty if they're not going to cover it?" asked Varela.

Choice Home has an F rating at the Better Business Bureau with 775 complaints, many involving claim denials.

Varela kept disputing.

"They just kept (saying), 'Deny, deny, deny,'" she said.

Finally, Varela hired her own plumber, who found it was not a slab leak but a busted pipe in the wall, which should have been covered.

Repairs cost \$260, but by that time, there was a lot of wall and cabinet damage.

Consumer experts said many warranty companies make collecting on a claim very difficult.

"If you don't understand really what it can do for you and what it can't do for you, then when the time comes that you need it, you may be left regretting that decision," said BBB Vice President Holly Salmons.

Varela had disputed the Choice Home Warranty charges on her credit card and after Action 9 contacted the company, a manager said it would no longer pursue collecting its fees.

"All they would have had to do is fix the leak," said Varela.

To save yourself the hassle, check a warranty company's complaint history before you buy. And because a warranty is considered insurance, you can also file complaints with Florida Financial Services.



Promoted Stories

Sponsored Links by Taboola

3 Foods To Avoid in 2017

AA003077

OFFICE OF THE SECRETARY OF STATE



**CERTIFIED COPY OF ONE PARTICULAR
DOCUMENT**

CERTIFICATE

I THE UNDERSIGNED, Secretary of State, of the State of Oklahoma do hereby certify that, to the date of this certificate, the attached is a true and correct copy of the document on file as described below of:

NAME OF ENTITY
HOME WARRANTY ADMINISTRATOR OF OKLAHOMA, INC.

DOCUMENT TYPE
Certificate of Incorporation

DOCUMENT FILING DATE
August 04, 2010



IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 8th, day of August, 2017.

A handwritten signature in cursive script, reading "Paul J. Lopez".

Secretary Of State

CAV003078

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Attorney for Plaintiffs

FILED

JUN 09 2015

TRAVIS L. FRANCIS
ASSIGNMENT JUDGE
MIDDLESEX VICINAGE

By: David M. Reap (025632012)
Deputy Attorney General
[REDACTED]

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY
DOCKET NO. C-135-14

JOHN J. HOFFMAN, Acting Attorney General of the
State of New Jersey, and STEVE C. LEE, Acting Director
of the New Jersey Division of Consumer Affairs,

Plaintiffs,

v.

CHW GROUP INC. d/b/a CHOICE HOME
WARRANTY; VICTOR MANDALAWI; VICTOR
HAKIM; DAVID SERUYA; JANE AND JOHN DOES 1-
20, individually and as officers, directors, shareholders,
founders, owners, managers, agents, servants, employees,
representatives, sales representatives and/or independent
contractors of CHW GROUP, INC. d/b/a CHOICE HOME
WARRANTY; and XYZ CORPORATIONS 1-20,

Defendants.

Civil Action

FINAL CONSENT JUDGMENT

The Parties to this Action and Final Consent Judgment ("Consent Judgment") are
plaintiffs John J. Hoffman, Acting Attorney General of the State of New Jersey ("Attorney
General"), and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs
("Director") (collectively, "Plaintiffs"), and defendants CHW Group Inc. d/b/a Choice Home

Warranty ("CHW"), Victor Mandalawi ("Mandalawi"), Victor Hakim ("Hakim") and David Seruya ("Seruya") (collectively, "Defendants"). As evidenced by their signatures below, the Parties do consent to the entry of this Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind. The Parties consent to entry of this Consent Judgment to avoid the expenses and uncertainty associated with further investigation and/or litigation.

PRELIMINARY STATEMENT

Plaintiffs commenced this Action on July 22, 2014, alleging that Defendants violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA"), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. ("Advertising Regulations"), arising from their Advertisement, offer for Sale and Sale of RSCs. Defendants have denied the allegations.

The Court has reviewed the terms of this Consent Judgment and based upon the Parties' agreement and for good cause shown:

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

1. JURISDICTION

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto

relating to or arising out of this Consent Judgment will lie exclusively in the Superior Court of New Jersey, Chancery Division, Middlesex County.

3. EFFECTIVE DATE

3.1 This Consent Judgment is effective on the date that it is entered with the Court (“Effective Date”).

4. DEFINITIONS

As used in this Consent Judgment, the following capitalized words or terms have the following meanings, which meanings apply wherever the words and terms appear in this Consent Judgment.

4.1 “AAA” refers to the American Arbitration Association.

4.2 “Action” refers to the matter titled John J. Hoffman, Acting Attorney General of the State of New Jersey, and Steve C. Lee, Acting Director of the New Jersey Division of Consumer Affairs v. CHW Group, Inc. d/b/a Choice Home Warranty, Victor Mandalawi, Victor Hakim, and David Seruya, Superior Court of New Jersey, Chancery Division, Middlesex County, Docket No. MID-C-135-14, and all pleadings and proceedings related thereto, including the Complaint, filed July 22, 2014.

4.3 “Additional Consumer” refers to any Consumer who submits to the Division, directly or through another agency, after the Effective Date, a complaint concerning CHW’s business practices.

4.4 “ADR Unit” refers to the Alternative Dispute Resolution Unit of the Division.

4.5 “Advertisement” is defined in accordance with N.J.S.A. 56:8-1(c). For purposes of the Advertising Regulations, “Advertisement” shall be defined in accordance with N.J.A.C. 13:45A-9.1. These definitions apply to other forms of the word “Advertisement,” including

“Advertise[s]” and “Advertised.”

4.6 “Attorney General” refers to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

4.7 “CHW Advertisements” refers to CHW’s Advertisements, Including the CHW Booklet, CHW Commercial Advertisements, CHW Email Advertisements and CHW Website.

4.8 “CHW Booklet” refers to the booklet CHW mails to Consumers who purchase RSCs, which includes the RSC.

4.9 “CHW Commercial Advertisements” refers to commercials posted by CHW at www.youtube.com.

4.10 “CHW Email Advertisements” refers to emails sent by CHW to Consumers Advertising and offering for Sale RSCs.

4.11 “CHW Website” refers to the website located at www.choicehomewarranty.com, as well as any other website owned or controlled by CHW through which RSCs are Advertised, offered for Sale and/or sold, Including www.choicehomeaz.com; www.choicehomenv.com; www.choicehomeus.com; www.choicehomewarranty.biz; www.choicehomewarranty.info; www.choicehomewarranty.me; www.choicehomewarranty.mobi; www.choicehomewarranty.net; www.choicehomewarranty.org; www.chwplan.com; and www.warrantymyhome.com.

4.12 “Claims Agent” refers to any employee of CHW or any Person acting or purporting to act on its behalf, engaged in the evaluation of Consumers’ claims arising under RSCs.

4.13 “Clearly and Conspicuously” means a statement that, regardless of the medium in which it is made, is presented in such size, color, contrast, duration, location and audibility, compared to the other information with which it is presented, that it is readily apparent and

understandable and in language and terms used in accordance with their common or ordinary usage and meaning.

4.14 “Consumer” refers to any Person who is offered Merchandise for Sale.

4.15 “Diagnosis Form” refers to the form, whether electronic or otherwise, through which Claim Agents, or any other of CHW’s employees or any other Person acting or purporting to act on CHW’s behalf, memorialize a technician’s diagnosis of a failure to a Consumer’s home system or appliance.

4.16 “Division” or “Division of Consumer Affairs” refers to the New Jersey Division of Consumer Affairs.

4.17 “Including” is construed as broadly as possible and shall mean “without limitation.” This definition applies to other forms of the word “Including” such as “Include” and “Included.”

4.18 “Merchandise” is defined in accordance with N.J.S.A. 56:8-1(c) and shall Include RSCs.

4.19 “New Jersey” and “State” refers to the State of New Jersey.

4.20 “Person[s]” is defined in accordance with N.J.S.A. 56:8-1(d).

4.21 “Represent” means to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages or any other manner or means by which meaning might be conveyed.

4.22 “Restitution” refers to all methods undertaken by CHW to resolve Additional Consumer complaints, Including the issuance of refund checks or other payments.

4.23 “RSC” refers to CHW’s residential Service Contract.

4.24 “Sale” is defined in accordance with N.J.S.A. 56:8-1(e).

4.25 “Sales Representative” refers to any employee of CHW, or any Person acting or purporting to act on its behalf, engaged in the Advertisement, offer for Sale or Sale of RSCs.

4.26 “Service Contract” is defined in accordance with N.J.S.A. 56:12-87.

4.27 “Service Contracts Act” refers to the Act Concerning Service Contracts, N.J.S.A. 56:12-87 et seq.

4.28 “Warranty” is defined in accordance with N.J.S.A. 56:12-87.

**5. INJUNCTIVE RELIEF AND REQUIRED BUSINESS PRACTICES AS TO
CHW, MANDALAWI AND HAKIM**

5.1 CHW, Mandalawi and Hakim shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and shall comply with such State laws, rules and regulations as now constituted, Including the CFA, the Advertising Regulations and the Service Contracts Act.

Advertisement and Offer for Sale of RSCs:

5.2 In the CHW Advertisements, CHW, Mandalawi and Hakim shall Clearly and Conspicuously disclose that CHW offers for Sale and/or sells Service Contracts, which are not Warranties.

5.3 In the CHW Advertisements, CHW, Mandalawi and Hakim shall not Represent that Consumers who purchase RSCs will never pay for repairs to home systems or appliances.

5.4 In the CHW Advertisements, CHW, Mandalawi and Hakim shall not Represent that Consumers who purchase RSCs will be assigned technicians to service their claims, unless they are able to assign technicians to service Consumers’ claims.

5.5 In the CHW Advertisements, CHW, Mandalawi and/or Hakim shall not Represent that technicians will be assigned to a Consumer’s claim and/or dispatched to a Consumer’s residence within a specified time period (e.g. within two (2) days).

5.6 In the CHW Advertisements, CHW, Mandalawi and Hakim shall not Represent that Consumers who purchase RSCs will have their home systems and/or appliances replaced, unless they Clearly and Conspicuously disclose, in close proximity to such Representations, that CHW reserves the right to make payment to Consumers in lieu of replacing their home systems or appliances, and that, in the event that CHW makes such payment, CHW will provide written notification to Consumers of the basis for the amount of the payment.

5.7 In the CHW Advertisements, CHW, Mandalawi and Hakim shall Clearly and Conspicuously disclose that CHW reserves the right to make payment to Consumers in lieu of replacing their home systems or appliances.

5.8 In the CHW Advertisements, CHW, Mandalawi and Hakim shall Clearly and Conspicuously disclose any limitations of liability and/or exclusions from coverage under the terms and conditions of the RSC.

5.9 In the CHW Website, CHW, Mandalawi and Hakim shall Include a section concerning Consumers' maintenance of their home systems and appliances, which shall Include a statement that CHW has the right to request "maintenance records" and/or similar documents from Consumers under certain circumstances.

Sales Representatives:

5.10 Sales Representatives shall not make any false or misleading statements to induce Consumers to purchase RSCs.

5.11 Sales Representatives shall not misrepresent to Consumers the terms and conditions of the RSC.

5.12 Sales Representatives shall not Represent to Consumers that CHW will assign technicians to service their claims, unless CHW is able to assign technicians to service Consumers' claims.

5.13 Sales Representatives shall disclose that CHW reserves the right to make payment to Consumers in lieu of replacing their home systems or appliances.

5.14 Sales Representatives shall disclose that CHW has the right to require Consumers to submit "maintenance records" and/or other similar documents under certain circumstances.

Terms and Conditions of the RSC:

5.15 CHW, Mandalawi and Hakim shall Clearly and Conspicuously disclose in the terms and conditions of the RSC any limitation of liability and/or exclusion from coverage.

5.16 CHW, Mandalawi and Hakim shall not Include in the RSC any statement that CHW will arrange for technicians to service a Consumers' claims, unless CHW is able to arrange for technicians to service Consumers' claims.

5.17 CHW, Mandalawi and Hakim shall not Include in the RSC any statement that technicians will be assigned to service Consumer's claim and/or dispatched to Consumers' residences within a specified time period (e.g. within two days), unless CHW is able to assign technicians to service Consumers' claims and/or dispatch technicians to Consumers' residences within the specified time period.

5.18 CHW, Mandalawi and Hakim shall Clearly and Conspicuously disclose in the terms and conditions of the RSC that CHW reserves the right to make payment to Consumers in lieu of replacing their home systems or appliances.

5.19 CHW, Mandalawi and Hakim shall Clearly and Conspicuously disclose in the terms and conditions of the RSC that CHW has the right to require Consumers to submit

“maintenance records” and/or other similar documents in the event that Consumers request that CHW review the denial of their claims.

5.20 CHW, Mandalawi and Hakim shall Include in the terms and condition of the RSC that any informal resolution process of a Consumer’s claim is voluntary and shall be concluded within twenty (20) days.

5.21 CHW, Mandalawi and Hakim shall not Include in the terms and conditions of the RSC any references to arbitration before the AAA, unless CHW is in good standing with the AAA.

5.22 CHW, Mandalawi and Hakim shall not Include in the terms and conditions of the RSC any reference to any limitation on liability that contradicts applicable New Jersey Consumer protection laws, particularly as to Consumers’ rights to recovery.

5.23 To the extent that any of the above-referenced provisions require changes in the terms and conditions of the existing RSC, CHW, Mandalawi and Hakim shall make such changes within ninety (90) days of the Effective Date.

Assignment of Technicians:

5.24 CHW, Mandalawi and Hakim shall ensure, to the best of their knowledge based upon their diligent and good faith inquiries, that any technician they assign to service a Consumer’s claim possesses all requisite licenses, registrations and insurance.

5.25 CHW, Mandalawi and Hakim shall ensure that any technician they assign to service a Consumer’s claim, to the best of their knowledge based on their diligent and good faith inquiries, is available and able to service such claim.

Evaluation of Claims:

5.26 In CHW, Mandalawi and Hakim's initial evaluation of Consumers' claims, they shall not request "maintenance records" or other similar documents from Consumers.

5.27 CHW, Mandalawi and Hakim shall not deny a Consumer's claim upon a basis not set forth in the RSC.

5.28 At the time a Claims Agent orally denies a Consumer's claim, the Claims Agent shall inform the Consumer that he/she has the right to request a written denial from CHW, which shall be provided to him/her in fifteen (15) days of receiving the request for a written denial.

5.29 The written denial shall Include:

- (a) the technician's diagnosis of the home system or appliance, as demonstrated by any available supporting documents, whether electronic or otherwise, Including the Diagnosis Form;
- (b) CHW's basis for the denial under the RSC; and
- (c) notification that the Consumer may send a written request for CHW to review the denial, along with a list of required documents (i.e. "maintenance records") that must be sent with such a request.

5.30 Within thirty (30) days of receiving a Consumer's written request to review a denial, CHW shall provide written notification to the Consumer of the results of its review, which shall Include the basis for its decision and any supporting documents.

5.31 In the event a Consumer disputes the results of CHW's review, CHW shall orally inform the Consumer that he/she may submit a complaint to the Division, which will be referred to arbitration with the ADR Unit, in accordance with Section 7.

Payment to Technicians:

5.32 In the event that a Consumer notifies CHW, orally or in writing, that a technician is directly seeking payment from him/her, CHW, Mandalawi and Hakim shall make payment to the technician of the approved amount within thirty (30) days.

Payment in Lieu of Replacement:

5.33 In the event CHW, Mandalawi and/or Hakim makes payment to a Consumer in lieu of replacing his/her home system or appliance, CHW, Mandalawi and/or Hakim shall provide the Consumer with written notification of payment, which shall include CHW's basis for the amount provided as payment in lieu of replacement of the home system or appliance.

5.34 Within thirty (30) days of providing the Consumer with written notification of payment, CHW, Mandalawi and Hakim shall provide the Consumer with such payment in the same manner in which the Consumer purchased the RSC or by check, at the election of the Consumer.

Refunds:

5.35 In the event that CHW, Mandalawi and/or Hakim cancel a RSC, at the time of such cancellation, they shall provide the Consumer with written notification of the cancellation, which shall include the amount of any refund due to the Consumer.

5.36 Within thirty (30) days of providing the Consumer with written notification of the cancellation, CHW, Mandalawi and Hakim shall provide any refund due in the same manner in which the Consumer purchased the RSC or by check, at the election of the Consumer.

Written Notification:

5.37 CHW, Mandalawi and Hakim may provide the written notifications to Consumers required under Sections 5.28, 5.30, 5.33, 5.35 by electronic transmission.

Training of Sales Representatives and Claims Agents:

5.38 CHW, Mandalawi and/or Hakim shall develop training materials to ensure that their Sales Representatives and Claims Agents are familiar with the terms of this Consent