

IN THE SUPREME COURT OF THE STATE OF NEVADA

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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 IV 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
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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
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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

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the **RESPONDENT'S APPENDIX (VOLUME IV 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

Judgment. Such training shall include, at a minimum, the specific practices that are required and prohibited pursuant to Section 5 of this Consent Judgment.

5.39 CHW, Mandalawi and Hakim shall ensure that all of their Sales Representatives and Claims Agents receive the training referenced in Section 5.38 within thirty (30) days of the Effective Date.

5.40 CHW, Mandalawi and Hakim shall have a continuing obligation to ensure that all new Sales Representatives and Claims Agents receive the training referenced in Section 5.38 within thirty (30) days of their commencement of employment with CHW.

5.41 CHW, Mandalawi and Hakim shall ensure that their Sales Representatives and Claims Agents sign a form acknowledging that he/she has received the training and materials.

Service Contracts Act:

5.42 CHW, Mandalawi and Hakim shall comply with all of the requirements of the Service Contracts Act.

6. INJUNCTIVE RELIEF AND REQUIRED BUSINESS PRACTICES AS TO SERUYA

6.1 Seruya Represents and warrants that he has not been an officer, director, shareholder, owner, manager, agent, servant, employee, representative, Sales Representative, Claims Agent and/or independent contractor of CHW's parent company, CHW, CHW's affiliated companies and/or CHW's subsidiary companies since at least May 21, 2013.

6.2 Seruya shall provide written notice to Plaintiffs of any plans to: (a) relocate any business entity owned, operated and/or managed by him to New Jersey; (b) form any business entity to be owned, operated and/or managed by him in New Jersey, and/or (c) Advertise, offer for Sale and/or sell Merchandise, including RSCs or any other type of Service Contracts to Consumers in New Jersey, along with a description of any such Merchandise. Seruya shall

provide such notification at least thirty (30) days prior to the date of any such relocation, formation and/or Advertisement, offer for Sale, and/or Sale of Merchandise.

6.3 In the event Seruya: (a) relocates any business entity owned operated and/or managed by him to New Jersey that is engaged in the Advertisement, Offering for Sale and/or Sale of RSCs or any type of Service Contracts; (b) forms any business entity owned, operated and/or managed by him in New Jersey that is engaged in the Advertisement, offering for Sale and/or Sale of RSCs or any type of Service Contracts; and/or (c) otherwise Advertises, Offers for Sale and/or sells RSCs or any other type of Service Contracts to Consumers in New Jersey, he shall comply with the requirements of Sections 5.1 through 5.42 of this Consent Judgment.

7. ADDITIONAL CONSUMER COMPLAINTS

7.1 For a period of one (1) year from the Effective Date, the Division shall forward to CHW copies of any Additional Consumer complaints. The Division shall forward to CHW such complaints within thirty (30) days of the Division's receipt thereof.

7.2 After forwarding to CHW the complaint of an Additional Consumer, the Division shall notify the Additional Consumer, in writing, of the following: (a) that his/her complaint has been forwarded to CHW; (b) that he/she should expect a response from CHW within thirty (30) days from the date of this notice; and (c) the right to refer his/her complaint to the ADR Unit for binding arbitration if CHW disputes the complaint and/or requested relief.

7.3 Within thirty (30) days of receiving the Additional Consumer complaint from the Division, CHW shall send a written response to the Additional Consumer, with a copy sent by first class mail, fax or email to the following:

New Jersey Division of Consumer Affairs,
Office of Consumer Protection
Case Initiation and Tracking Unit
124 Halsey Street, P.O. Box 45025

Newark, New Jersey 07101
Fax: (973) 648-3139
E-mail: cmt@dca.lps.state.nj.us.

7.4 If CHW does not dispute the Additional Consumer's complaint and requested relief, CHW shall provide written notification to the Additional Consumer. Where Restitution concerns a refund or other payment, such shall be made to the Additional Consumer in the same manner in which the Consumer purchased the RSC or by check.

7.5 If CHW disputes the Additional Consumer's complaint and/or requested relief, CHW's written response shall include copies of any documents concerning CHW's dispute of the complaint.

7.6 Within forty-five (45) days of receiving from the Division the Additional Consumer's complaint, CHW shall provide the Division with written notification whether the Additional Consumer's complaint has been resolved. Such notification shall include the following:

- (a) The Additional Consumer's name and address;
- (b) Whether the Additional Consumer's complaint has been resolved;
- (c) The Restitution provided to the Additional Consumer;
- (d) Copies of any documents evidencing Restitution provided to the Additional Consumer;
- (e) Confirmation that CHW sent all notifications to the Additional Consumer as required by this Section; and
- (f) In the event that CHW's written response and/or Restitution to the Additional Consumer is returned as undeliverable, the efforts CHW has undertaken to locate the Additional Consumer.

Following the Division's receipt and verification that an Additional Consumer's complaint has been resolved, the Additional Consumer's complaint shall be deemed closed for purposes of this

Consent Judgment.

7.7 If within sixty (60) days of CHW's receipt of the Additional Consumer's complaint: (a) CHW has not notified the Division that the Additional Consumer's complaint has been resolved; (b) CHW has notified the Division that the Additional Consumer's complaint has not been resolved; or (c) CHW notified the Division that the Additional Consumer refuses CHW's offer of Restitution, the Division shall forward such Additional Consumer complaint to the ADR Unit for binding arbitration. CHW agrees herein to consent to this arbitration process and to be bound by the arbitrator's decision. CHW further agrees to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14, and the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The Division shall notify any such Additional Consumer and CHW of the referral of the complaint to the ADR Unit. Thereafter, the arbitration shall proceed in accordance with the ADR Guidelines (a copy of which is attached as Exhibit A).

7.8 If CHW refuses to participate in the ADR program, the arbitrator may enter a default against CHW. Unless otherwise specified in the arbitration award, CHW shall pay all arbitration awards within thirty (30) days of the arbitrator's decision.

7.9 CHW's failure or refusal to comply with the requirements of Sections 7.3 through 7.6 and/or participate in the arbitration process or pay an arbitration award timely shall constitute a violation of this Consent Judgment. Under these circumstances, the Division may unilaterally discontinue the Additional Consumer complaint resolution process upon notice to CHW.

7.10 If an Additional Consumer refuses to participate in the ADR program, that Additional Consumer's complaint shall be deemed closed for the purposes of this Consent Judgment and no Restitution will be required to be made by CHW to the Additional Consumer through the Additional Consumer Complaints Process.

7.11 The Parties may agree in writing to alter any time periods or deadlines set forth in this Section.

7.12 Following the expiration of the one (1) year period, CHW may request to continue the Additional Consumer complaint resolution process for up to two (2) successive one (1) year periods, upon written notice by CHW to the Division not later than thirty (30) days prior to the expiration of the initial or any subsequent one (1) year period. The Division may decline to grant CHW's request, at its sole discretion, for any reason including those set forth in Section 7.9.

8. INDEPENDENT COMPLIANCE MONITOR

8.1 Within thirty (30) days of the Effective Date, CHW shall retain an Independent Compliance Monitor ("Compliance Monitor") to monitor CHW's compliance with the terms and conditions of this Consent Judgment. CHW shall bear all costs associated with the Compliance Monitor.

8.2 The Compliance Monitor will be an individual whose retention is approved in advance by the Division and who is familiar with the terms of the Consent Judgment. The Compliance Monitor will serve in this capacity for a period of up to two (2) years from the date of retention ("Monitoring Period"), subject to Sections 8.10 and 8.11.

8.3 The Compliance Monitor shall not have any direct or indirect interest in, or relationship with, either the Division or Defendants that would impede, or reasonably be perceived to impede, the Compliance Monitor's ability to perform the services under this Consent Judgment.

8.4 The Compliance Monitor shall not be employed by or affiliated with CHW, Mandalawi and/or Hakim, nor any other entity owned or controlled by them, for a period of at least one (1) year from the termination of the Monitoring Period.

8.5 Under no circumstances will the cost of the Compliance Monitor exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00), regardless of the length of the Compliance Monitor's retention.

8.6 The Compliance Monitor shall be compensated quarterly, and he/she shall submit a quarterly invoice to CHW for the amount of all of his/her costs incurred during the quarter. CHW shall pay each invoice within thirty (30) days upon receipt.

8.7 The Compliance Monitor shall perform the following functions:

- (a) Monitor CHW, Mandalawi and Hakim's compliance with the terms of this Consent Judgment as well as with all applicable State laws;
- (b) Monitor CHW, Mandalawi and Hakim's compliance with CHW's internal policies and procedures;
- (c) Evaluate the adequacy of CHW's internal policies and procedures to ensure compliance with all applicable State laws, and to recommend any changes to those policies and procedures that the Compliance Monitor deems reasonably necessary to achieve such compliance; and
- (d) Provide written quarterly reports to the Division.

8.8 The Compliance Monitor's quarterly reports referenced in Section 8.7 shall be limited to the following:

- (a) Confirming that the CHW Advertisements have been revised in accordance, and otherwise comply, with Sections 5.2 to 5.9;
- (b) Confirming that CHW, Mandalawi and Hakim have implemented policies to ensure that their Sales Representatives do not misrepresent the terms and conditions of the RSC and make the disclosures set forth in Sections 5.13 and 5.14;
- (c) Confirming that CHW, Mandalawi and Hakim have revised their RSC in accordance with Sections 5.15 to 5.23, within ninety (90) days of the Effective Date;
- (d) Confirming that CHW, Mandalawi and Hakim's assignment of technicians comply with Sections 5.24 and 5.25;

- (e) Confirming that CHW, Mandalawi and Hakim, in their initial evaluation of claims under the RSC, do not request "maintenance records" or similar documents from Consumers, and do not deny Consumers' claims upon a basis not set forth in the RSC, in accordance with Sections 5.26 and 5.27;
- (f) Confirming that CHW, Mandalawi and Hakim have implemented policies to ensure that they provide written notifications to Consumers in accordance with Sections 5.28, 5.29, 5.30, 5.33, and 5.35; and
- (g) Confirming that CHW has addressed the Additional Consumer complaints, in accordance with Section 7.

8.9 Within thirty (30) days of the Effective Date, CHW shall send to the Division the full name, business address (street and mailing), telephone number, facsimile number and electronic mail address of the Compliance Monitor.

8.10 At any time after one (1) year from the date of hire of the Compliance Monitor, CHW may make a written request to the Division to terminate the retention of the Compliance Monitor. Such request shall include a certification under oath by a principal of CHW that CHW has been in compliance with all applicable State laws, CHW's own policies and procedures, and this Consent Judgment.

8.11 Within thirty (30) days of the submission of the request referenced in Section 8.10, the Division shall notify CHW, in writing, whether it will consent to CHW's request to terminate the retention of the Compliance Monitor.

8.12 If the Compliance Monitor's retention is terminated prior to the expiration of the Monitoring Period, the Compliance Monitor shall submit an invoice to CHW for any costs incurred after submission of the last quarterly invoice. CHW shall pay that invoice within thirty (30) days of receipt.

8.13 CHW's failure to timely pay any invoice presented to it by the Compliance Monitor shall constitute a violation of this Consent Judgment.

9. SETTLEMENT PAYMENT

9.1 The Parties have agreed to a settlement of the Action in the amount of Seven Hundred Seventy-Nine Thousand Nine Hundred Thirteen and 93/100 Dollars (\$779,913.93) ("Settlement Payment"), which is comprised of civil penalties, pursuant to the CFA, N.J.S.A. 56:8-13, Restitution, pursuant to the CFA, N.J.S.A. 56:8-8, and reimbursement of Plaintiffs' attorneys' fees and investigative costs, pursuant to the CFA, N.J.S.A. 56:8-11.

9.2 CHW shall make the Settlement Payment as follows:

- (a) On or before thirty (30) days from the Effective Date, CHW shall pay Two Hundred Eighty Three Thousand Eight Hundred Eighty-Eight and 93/100 Dollars (\$283,888.93); and
- (b) On or before nine (9) months from the Effective Date, CHW shall pay Four Hundred Ninety-Six Thousand and 00/100 Dollars (\$496,025.00).

9.3 CHW shall pay the Settlement Payment by wire transfer, certified or cashier's check, money order or credit card made payable to "New Jersey Division of Consumer Affairs" and forwarded to:

David M. Reap, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

9.4 Upon making the Settlement Payment, CHW shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

9.5 In the event that CHW fails to make the Settlement Payment in accordance with

Sections 9.2 and 9.3, Plaintiffs shall provide CHW with written notice of non-payment. CHW shall be afforded a seven (7) day period from receipt of such notice within which to cure any such non-payment. CHW's failure to cure any such non-payment will be considered an event of default ("Event of Default").

9.6 Upon a request by or on behalf of CHW and verification that the Settlement Payment has been made, Plaintiffs shall provide CHW with a Warrant of Satisfaction as to such payment. The Warrant of Satisfaction shall have no effect on CHW, Mandalawi, Hakim and Seruya's continuing obligations under any other provision of this Consent Judgment.

10. CONFESSION OF JUDGMENT

10.1 Upon execution of this Consent Judgment, Mandalawi, Hakim and Seruya shall provide Plaintiffs with an executed Confession of Judgment in the amount of Seven Hundred Seventy-Nine Thousand Nine Hundred Thirteen and 93/100 Dollars (\$779,913.93) that has been executed in the form annexed as Exhibit B. Plaintiffs' counsel shall hold the Confession of Judgment in escrow pending an Event of Default.

10.2 If an Event of Default occurs, Plaintiffs may make an application pursuant to the New Jersey Rules of Court to enter and enforce the Confession of Judgment, and to have judgment entered against Mandalawi, Hakim and Seruya, in the amount of Seven Hundred Seventy-Nine Thousand Nine Hundred Thirteen and 93/100 Dollars (\$779,913.93), minus any amounts paid by CHW pursuant to Sections 9.2 and 9.3, plus Plaintiffs' attorneys' fees and costs.

11. DISMISSAL OF ACTION

11.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action, provided however, that the Court shall retain jurisdiction to enforce the terms of the Consent Judgment.

12. GENERAL PROVISIONS

12.1 This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Judgment.

12.2 This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

12.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

12.4 This Consent Judgment contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed by or on behalf of the Plaintiffs and Defendants.

12.5 Except as otherwise explicitly provided for in this Consent Judgment, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

12.6 If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

12.7 This Consent Judgment shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Judgment avoid compliance with this Consent Judgment.

12.8 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or

authorization by the Attorney General, the Division, or any other governmental unit of the State of any act or practice of Defendants; and (b) an admission by Defendants that any of their acts or practices described in or prohibited by this Consent Judgment are unfair or deceptive or violate or are governed by the Consumer protection laws of the State. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms of this Consent Judgment.

12.9 The Parties represent and warrant that their signatories to this Consent Judgment have authority to act for and bind the respective Parties.

12.10 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment.

13. RELEASE

13.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on CHW complying with the Additional Consumer Complaint Process pursuant to Section 7, and CHW making the Settlement Payment in the manner specified in Section 9, Plaintiffs hereby agree to release Defendants from any and all civil claims or Consumer related administrative claims, to the extent permitted by State law, which the Plaintiffs could have brought prior to the Effective Date against Defendants for violations of the CFA and the Advertising Regulations alleged in the Action, as well as the matters specifically addressed in Section 5 of the Consent Judgment ("Released Claims").

13.2 Notwithstanding any term of this Consent Judgment, the following do not

comprise Released Claims: (a) actions to enforce this Consent Judgment; and (b) any claims against Defendants by any other agency or subdivision of the State.

14. PENALTIES FOR FAILURE TO COMPLY

14.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Judgment, seek sanctions for violations of this Consent Judgment or both.

14.2 The Parties agree that any future violations by CHW, Mandalawi and Hakim of Section 5 and Seruya of Section 6 of this Consent Judgment, the CFA and/or the Advertising Regulations shall constitute a second or succeeding violation pursuant to N.J.S.A. 56:8-13, and that Defendants may be liable for enhanced civil penalties as provided therein.

15. COMPLIANCE WITH ALL LAWS

15.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

- (a) Relieving Defendants of their obligations to comply with all State laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- (b) Limiting or expanding any right Plaintiffs may otherwise have to obtain information, documents or testimony from Defendants pursuant to any State law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Defendants may otherwise have pursuant to any State law, regulation or rule, to oppose any process employed by Plaintiffs to obtain such information, documents or testimony.

16. NOTICES UNDER THIS CONSENT JUDGMENT

16.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Judgment shall be sent by the United States Mail,

Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For Plaintiffs:

David M. Reap, Deputy Attorney General
Consumer Fraud Prosecution Section
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

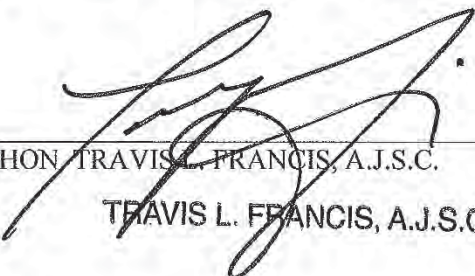
For CHW, Mandalawi and Hakim:

Lori Grifa, Esq.
Archer & Greiner, P.C.
Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601

For Seruya:

Arnold Reiter, Esq.
Reiter and Zipern
Attorneys at Law
75 Montbello Road
Suffern, New York 10901

IT IS ON THE 9th DAY OF June 2015, SO ORDERED, ADJUDGED
AND DECREED.




HON. TRAVIS L. FRANCIS, A.J.S.C.
TRAVIS L. FRANCIS, A.J.S.C.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 
David M. Reap
Deputy Attorney General
Consumer Fraud Prosecution Section

Dated: May 21, 2015

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR DEFENDANTS CHW GROUP, INC.
D/B/A CHOICE HOME WARRANTY,
VICTOR MANDALAWI AND VICTOR HAKIM:

ARCHER & GREINER, P.C.

By: _____
Lori Grifa, Esq.

Dated: _____, 2015

Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

JOHN J. HOFFMAN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____

Dated: _____, 2015

David M. Reap
Deputy Attorney General
Consumer Fraud Prosecution Section

124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

FOR DEFENDANTS CHW GROUP, INC.
D/B/A CHOICE HOME WARRANTY,
VICTOR MANDALAWI AND VICTOR HAKIM:

ARCHER & GREINER, P.C.

By:  _____

Dated: May 21, 2015

Lori Grifa, Esq.

Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601

OVED & OVED, LLP

By: 
Darren Oved, Esq.

Dated: 5/21, 2015

401 Greenwich Street
New York, New York 10013

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

By: _____
Victor Mandalawi, President

Dated: _____, 2015

1090 King Georges Post Road
Edison, New Jersey 08837

VICTOR MANDALAWI

By: _____
Victor Mandalawi

Dated: _____, 2015

VICTOR HAKIM


By: _____
Victor Hakim

Dated: _____, 2015

OVED & OVED, LLP

By: _____ Dated: _____, 2015
Darren Oved, Esq.
401 Greenwich Street
New York, New York 10013

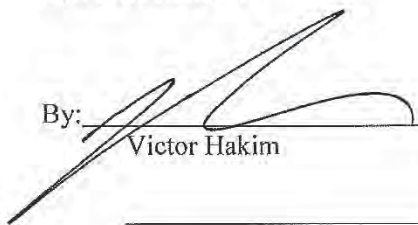
CHW GROUP, INC. D/B/A CHOICE HOME WARRANTY

By:  _____ Dated: 5/21, 2015
Victor Mandalawi, President
1090 King Georges Post Road
Edison, New Jersey 08837

VICTOR MANDALAWI

By:  _____ Dated: 5/21, 2015
Victor Mandalawi

VICTOR HAKIM

By:  _____ Dated: 5/21, 2015
Victor Hakim

QUIANA PITTMAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2437848
My Commission Expires 8/28/2018

FOR DEFENDANT DAVID SERUYA:

REITER AND ZIPERN
ATTORNEYS AT LAW

By: _____

Arnold Reiter, Esq.

Dated: _____

May 21, 2015

75 Montbello Road
Suffern, New York 10901

DAVID SERUYA

By: _____

David Seruya

Dated: _____

_____, 2015

FOR DEFENDANT DAVID SERUYA:

REITER AND ZIPERN
ATTORNEYS AT LAW

By: _____
Arnold Reiter, Esq.

Dated: _____, 2015


75 Montbello Road
Suffern, New York 10901

DAVID SERUYA

By:  _____
David Seruya

Dated: _____, 2015



EXHIBIT A

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
ALTERNATIVE DISPUTE RESOLUTION UNIT

ADR UNIT GUIDELINES

INTRODUCTION

The Division of Consumer Affairs ("Division") started the Alternative Dispute Resolution ("ADR") Unit in May 1992 as an independent, non-advocacy unit within the Division. It was designed to offer a method of resolving problems without using the court system, thereby avoiding the time and expense of court cases. Two programs are available for settling disputes: mediation and arbitration. In the mediation program, the parties involved work directly with a mediator who, as an uninvolved third party, helps to create an atmosphere that is conducive to resolving the issues. In arbitration, the parties present their problem to a neutral individual who analyzes the presentations and then issues a final decision that all parties must follow. Both approaches use trained volunteers and are generally available to the parties at no cost. Originally, the Division made these services available only for settling disputes between businesses and consumers. Over time, however, the focus has been expanded and this assistance is now available to various State agencies.

I. DEFINITIONS

Listed below are definitions for terms used in these Guidelines and in the various ADR processes:

(1) **"Arbitration"** is a voluntary means of settling a disagreement in which an arbitrator assigned by the ADR Unit reviews the facts of the case, meets with the parties, and issues a final non-reasoned award that is binding on everyone involved. (A "non-reasoned award" means the parties receive the decision reached by the arbitrator but not the rationale that went into reaching that decision.) Once such a decision is issued, the parties' right to seek further review through the court system is very limited. If necessary, however, the terms of the award can be enforced by the courts. (See discussion below). For the purposes of these Guidelines, an arbitration begins at the time the parties sign the arbitration agreement. (See section VI below.)

(2) An **"arbitrator"** is a volunteer trained by the Division who reviews the facts of the case, meets with the parties and issues a final and binding decision.

(3) A **"complaint"** is a dispute arising out of an interaction between a business and a consumer or between an individual and a State agency, as well as from cases referred by a State agency.

(4) A **"complainant"** is the person who brings the dispute to the attention of the Division or the Unit.

(5) **"Mediation"** is the process by which a mediator works with the parties in an effort to help them craft and agree upon a solution to the dispute. For the purposes of these Guidelines, a mediation begins at the time the parties agree to mediate. That settlement, once reached, is binding on the parties. (See section VI below.)

(6) A **"mediation document"** is any written material prepared before or during the mediation for purposes of the mediation. Such papers may include, but are not limited to, memoranda, notes, files and records.

(7) A **"mediator"** is a volunteer trained by the Division to serve as a neutral third party to help settle disputes brought to the ADR Unit. The mediator does not have the authority to impose a resolution upon the parties.

(8) A **"party"** is a complainant or respondent and may be an individual, corporation, association or other legal entity.

(9) A **"respondent"** is the party against whom the complaint is filed.

II. WHAT IS MEDIATION?

In mediation, through one or more sessions, the mediator encourages the parties to explain their positions about the dispute and helps them develop a solution that is acceptable to them. This is a voluntary procedure that, when successful, quickly turns a dispute into a winning situation for both parties; as a result, long and costly litigation can be avoided.

The mediator may conduct joint and separate meetings with the parties and may propose oral and written suggestions for settlement. (At the discretion of the mediator, the mediation may be conducted by telephone.) The mediator determines when each party may speak during a mediation conference. The mediator may also decide whether the party's representative may speak during the conference. If necessary, the mediator may obtain expert advice concerning technical aspects of the dispute. When appropriate, and when they agree, the parties will jointly pay for such advice. Arrangements for obtaining that input will be made by the mediator or by agreement of all parties.

It is important to note that although mediation is non-binding, once a resolution is reached and agreed upon by the parties, it is binding on all involved, as would any agreed upon contract.

III. WHAT IS ARBITRATION?

The arbitration process also uses trained volunteers to resolve disputes. The arbitrator reviews the facts and issues of the dispute, hears testimony, accepts evidence and evaluates the positions of the parties. Unlike mediation where the parties have agreed to a resolution, in arbitration the arbitrator issues a binding decision. That decision is in the form of a non-reasoned award; that is, no findings of fact and no opinion or rationale are provided by the arbitrator. Additionally, arbitration is not as formal as a court

proceeding. For example, evidence often unacceptable in a court proceeding may be admissible in an arbitration. The parties are bound by and must follow the decision. This process is also faster and less costly than taking a case to court, and the arbitrator's award is viewed as an end to the case. Arbitration awards cannot be challenged in court except under very limited circumstances. For example, in order to overturn a decision, there must be a showing of favoritism, prejudice, fraud, misconduct, or blatant disregard of the rules and procedures in relation to the process of the arbitration. Once a dispute has been submitted for arbitration and an award is issued, neither party can later choose to resolve the dispute again in any other manner, including use of the court system. Please note that if any party to the dispute fails to comply with the arbitrator's decision, the offended party may apply to a court of appropriate jurisdiction to have the decision enforced pursuant to N.J.S.A. 2A:23B-22.

IV. GENERAL GUIDELINES FOR DISPUTE RESOLUTION

Standard for Participation

The Director of the ADR Unit accepts referrals from State agencies for mediation or arbitration of complaints that are appropriate for those types of dispute resolution. Such complaints include, among others, requests for restitution, replacements or exchanges of merchandise, warranty claims, and specific performance under a contract.

The Director of the Unit may, in his discretion, decline to accept matters for dispute resolution if the matter is not suitable for arbitration or mediation. In making that determination, the Director shall consider the nature of the relief sought by the complainant (money damages or other relief that can be awarded) and whether the responding party continues to exist or has the resources to address the complaint (for example, the company is bankrupt). If the referral is made pursuant to a Consent Order from a State Agency, any decision to decline to attempt dispute resolution shall be promptly conveyed to that agency along with the reasons for the decision.

Complaint Review

The ADR Unit reviews the complaints it receives to determine their suitability for the Unit's dispute resolution processes. If the Unit finds that a complaint is appropriate for resolution, either through mediation or arbitration, it will offer those services to the parties involved. Though the ADR Unit and/or the parties decide if mediation or arbitration will be used, generally, unless otherwise required by consent order, matters will be mediated.

If the ADR Unit considers a complaint inappropriate for its dispute resolution procedures, it will return the complaint to the agency that initially referred it to the Unit.

Beginning the Process

Once a complaint has been accepted by the ADR Unit, a letter is sent to all parties. When

mediation is the proposed process, the letter to the complainant says that the complaint has been received and that the other party, the respondent, is being contacted. The letter to the respondent offers a brief description of the complaint. The letters to both parties name the neutral third party appointed and state how to best contact that person.

In matters to be arbitrated, both parties will be informed of the date of the hearing through ADR Unit staff. In arbitration, ex parte communication, that is contact by one party without the presence of the other, is strictly prohibited. Once the parties agree to participate in dispute resolution, the process is started. Should an arbitrator or mediator become unwilling or unable to serve, the ADR Unit will appoint an alternate.

Representation

Any party may be represented by an attorney during dispute resolution proceedings. In mediation, any individual designated by a party may accompany the party to and participate in a mediation.

Date, Time and Place of Mediation or Arbitration

The mediator shall set the date and time of each conference. In the case of an arbitration, the ADR Unit staff, will fix the date and time of the hearing. Unless the parties are notified otherwise, sessions are held at the offices of the ADR Unit, located at 153 Halsey Street, 7th floor, Newark, New Jersey. In mediation, the mediator and the parties may decide that the sessions will be conducted over the telephone. In arbitration, telephone hearings will only be conducted under extenuating circumstances. The Unit attempts to arrange convenient dates and times for all sessions. In the case of an arbitration, if necessary, the date and time of the hearing may be imposed by the ADR Unit staff. Parties failing to cooperate in setting a date and time or failing to appear when required, may forfeit the ability to present their case to the arbitrator and a decision may be rendered without their ability to offer testimony or evidence beyond those documents submitted to the Unit in advance of the arbitration.

Identification of Matters in Dispute

A) Mediation

During an initial telephone conference, the mediator and the parties will discuss what information should be provided, including a brief description of the facts, issues and positions in dispute and the parties' desired outcome. That information and copies of any supporting documents must be produced at least five days before the first session. Documents may be exchanged between the parties if everyone expressly agrees to that process. The mediator may ask that additional information be provided before, during or after the sessions.

B) Arbitration

The ADR Unit will assign an arbitrator who will hear the matter. Once an arbitrator has been selected to hear the case, the arbitrator's curriculum vitae will be sent to each party to the dispute. (Please

see the **Disclosure** section - **D**, below, for the process used to challenge the selection of that arbitrator.) An ADR staff member will then contact the parties to establish a schedule. At least ten days before the first session, each party must provide the arbitrator, through the Unit staff, a brief written description of the facts and issues in dispute, all appropriate documents and background information that are relevant to the dispute and a statement of the relief sought through the arbitration process. Arbitration, through the ADR Unit will not award punitive or consequential damages. At any time during the process, the arbitrator may compel the production of additional information through documents or witnesses by way of subpoena.

Parties will be given the opportunity to present their case in its entirety, including all necessary documentation. However, unless otherwise expressly stated by the arbitrator, no evidence or testimony will be accepted by the arbitrator once the hearing has been concluded.

C) Written Requirements

Before starting a face-to-face mediation or an arbitration, parties must agree to certain terms. There are agreement forms that must be read, understood and signed before anyone can participate. Copies of those forms are provided to the parties prior to the initial mediation or arbitration session but are signed only in the presence of the mediator or arbitrator. (Generally parties who participate in telephone mediation are not required to sign the form. They will, however, be required to indicate acceptance of the terms governing the mediation during the telephone conference.)

D) Disclosure

A person appointed as an arbitrator shall disclose to the ADR staff and to the parties any circumstance likely to raise any question as to the arbitrator's impartiality or independence, including any bias or financial interest or past or present relationship with parties or their representatives. This shall remain a continuing obligation of the arbitrator. Notice of any challenge to the impartiality or independence of the arbitrator shall be made within five (5) days of becoming aware of circumstances giving rise to the challenge. This notice shall be in writing to the ADR Unit and shall set forth the facts and circumstances giving rise to the challenge.

V Privacy

All sessions are private and confidential. Only parties and their designated representatives may attend conferences and/or hearings. Other persons may attend only with the permission of the parties and with the consent of the mediator or arbitrator and the Unit Director.

VI CONFIDENTIALITY OF DISPUTE RESOLUTION SESSIONS

All information provided by parties during the mediation process is confidential. Success of mediation depends in large part on a free exchange of information, so it is important that parties feel free to discuss issues openly. Information provided by one party will not be revealed to the opposing party without the explicit authorization of the revealing side. Mediators cannot be forced to release any

information or to testify about the mediation in a lawsuit or court proceeding. All mediation documents are considered confidential. (For a full description of these rights and responsibilities please see N.J.S.A. 2A:23C-4, 5 and 6.)

In arbitrations, information provided to the arbitrator must also be given to the opposing party. Parties must maintain the confidentiality of the arbitration and may not disclose information except to the staff of the ADR Unit. Confidentiality as discussed in this section, takes effect upon the parties' agreement to participate in the ADR process. The following documents related to the arbitration proceeding are not considered confidential and may be available upon request to persons or entities:

- a) The complaint, with all its attachments, that initiated the arbitration;
- b) The response to the initial complaint, with all its attachments,; and
- c) The arbitrator's award.

All other documents submitted in the course of the arbitration are considered confidential and not available to any person or entity except the parties involved, the staff of the ADR Unit and its counsel.

No taped or stenographic record may be made of any dispute resolution process.

VII TERMINATION

A mediation will be concluded in one of the following ways:

- 1) the signing of a written settlement agreement by the parties;
- 2) an oral agreement between the parties;
- 3) a written or oral statement of the mediator saying that further efforts at mediation will not be productive; or
- 4) a statement by a party or parties withdrawing from the mediation proceedings.

An arbitration will be concluded in one of the following ways:

- 1) upon the issuance of a decision by the arbitrator;
- 2) a written agreement between the parties resolving the dispute; or
- 3) a written statement by all parties that they no longer wish to continue the arbitration.

VIII EXCLUSION OF LIABILITY

Neither the staff of the ADR Unit nor any mediator or arbitrator is a necessary party in a judicial proceeding related to the dispute that is being resolved. Parties to an arbitration expressly agree to be bound by the immunity provisions of the New Jersey Arbitration Act, N.J.S.A. 2A:23B-14 and the New Jersey Tort Claims Act, N.J.S.A. 59:10A-1 et seq. Parties to a mediation or arbitration shall be deemed to have consented that neither the staff of the ADR Unit nor any mediator or arbitrator shall be liable to any party in any way for damages or for injunctive relief for any act or omission in connection with any mediation or arbitration conducted under these rules.

IX INTERPRETATION AND APPLICATION OF RULES

Mediators and arbitrators shall interpret and apply these rules as they relate to their duties and responsibilities. All other rules shall be interpreted and applied by the Director of the ADR Unit.

Revised June 2008

EXHIBIT B

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

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

CONFESSION OF
JUDGMENT
BY VICTOR MANDALAWI

Upon reading and filing the annexed Affidavit of Victor Mandalawi for Confession of
Judgment, sworn to on the ___ day of _____, 2015, and

CAW003118

WHEREAS, defendant CHW Group Inc. d/b/a Choice Home Warranty having defaulted on the payment terms of the Consent Judgment, filed _____, 2015, and having failed to cure said default upon prior written notice from Plaintiffs or their counsel, attached hereto, within the time provided therein, it is:

ORDERED, ADJUDGED AND DECREED, that Plaintiffs, 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, located at 124 Halsey Street, 5th Floor, P.O. Box 45029, Newark, New Jersey 07101, recover of defendant Victor Mandalawi, with a primary place of residence of _____, the sum of Seven Hundred Seventy-Nine Thousand Nine Hundred Thirteen and 93/100 Dollars (\$779,913.93), minus any amounts paid by any defendant to Plaintiffs.

Judgment entered the ____ day of _____, 201__.

Clerk

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

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

AFFIDAVIT OF
VICTOR MANDALAWI
FOR CONFESSION OF
JUDGMENT

VICTOR MANDALAWI, being duly sworn, deposes and says:

I am over the age of 18 and reside at _____.

CAW003120

1. I am the President and/or owner of defendant CHW Group Inc. d/b/a Choice Home Warranty ("CHW"), which maintains a principal and business address of 1090 King Georges Post Road, Building 10, Edison New Jersey 08837.

2. I, individually, confess judgment in this Court in favor of plaintiffs 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 (collectively, "Plaintiffs"), for the sum of Seven Hundred Seventy-Nine Thousand Nine Hundred Thirteen and 93/100 Dollars (\$779,913.93), minus any amounts paid by any defendant to Plaintiffs, and hereby authorize Plaintiffs and any of their successors or assigns to enter judgment for that sum against me, individually.

3. This judgment is for a default on the payment terms set forth in the Consent Judgment filed in this Action, described below, and is justly due to Plaintiffs:

(a) On July 22, 2014, Plaintiffs commenced this Action, alleging that defendants CHW, me, Victor Hakim ("Hakim") and David Seruya ("Seruya") (collectively, "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 advertisement, offer for sale and sale of RSCs.

(b) On or about February 20, 2015, Seruya filed an Answer denying the allegations;

(c) On or about March 5, 2015, CHW, me and Hakim filed an Answer denying the allegations; and

(d) Plaintiffs and Defendants resolved this Action to avoid the cost, expense, distraction, uncertainty, delay and inconvenience associated with further litigation and reached an amicable agreement resolving the issues in controversy and concluding this Action without the need for

further action and without Defendants admitting any violation of law or finding of fact, and for good cause shown.

4. I have reviewed this Affidavit with counsel prior to executing same.

5. This Confession of Judgment is not for the purpose of securing Plaintiffs against a contingent liability.


VICTOR MANDALAWI

Sworn and subscribed to before me this
21st day of May, 2015


NOTARY PUBLIC

QUIANA PITTMAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2437848
My Commission Expires 8/28/2018

CAV003122

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

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

CONFESSION OF
JUDGMENT
BY VICTOR HAKIM

Upon reading and filing the annexed Affidavit of Victor Hakim for Confession of Judgment,
sworn to on the __ day of ____, 2015, and

CAW003123

WHEREAS, defendant CHW Group Inc. d/b/a Choice Home Warranty having defaulted on the payment terms of the Consent Judgment, filed _____, 2015, and having failed to cure said default upon prior written notice from Plaintiffs or their counsel, attached hereto, within the time provided therein, it is:

ORDERED, ADJUDGED AND DECREED, that the Plaintiffs, 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, located at 124 Halsey Street, 5th Floor, P.O. Box 45029, Newark, New Jersey 07101, recover of defendant Victor Hakim, with a primary place of residence of _____, the sum of Seven Hundred Seventy-Nine Thousand Nine Hundred Thirteen and 93/100 Dollars (\$779,913.93), minus any amounts paid by any defendant to Plaintiffs.

Judgment entered the ___ day of _____, 201__.

Clerk

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

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

AFFIDAVIT OF
VICTOR HAKIM
FOR CONFESSION OF
JUDGMENT

VICTOR HAKIM, being duly sworn, deposes and says:

I am over the age of 18 and reside at _____.

CAW003125

1. I am a principal and/or owner of defendant CHW Group Inc. d/b/a Choice Home Warranty ("CHW"), which maintains a principal and business address of 1090 King Georges Post Road, Building 10, Edison New Jersey 08837.

2. I, individually, confess judgment in this Court in favor of plaintiffs 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 (collectively, "Plaintiffs"), for the sum of Seven Hundred Seventy-Nine Thousand Nine Hundred Thirteen and 93/100 Dollars (\$779,913.93), minus any amounts paid by any defendant to Plaintiffs, and hereby authorize Plaintiffs and any of their successors or assigns to enter judgment for that sum against me, individually.

3. This judgment is for a default on the payment terms set forth in the Consent Judgment filed in this Action, described below, and is justly due to Plaintiffs:

(a) On July 22, 2014, Plaintiffs commenced this Action, alleging that defendants CHW, Mandalawi ("Mandalawi"), me and David Seruya ("Seruya") (collectively, "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 advertisement, offer for sale and sale of RSCs.

(b) On or about February 20, 2015, Seruya filed an Answer denying the allegations;

(c) On or about March 5, 2015, CHW, Mandalawi and me filed an Answer denying the allegations; and

(d) Plaintiffs and Defendants resolved this Action to avoid the cost, expense, distraction, uncertainty, delay and inconvenience associated with further litigation and reached an amicable agreement resolving the issues in controversy and concluding this Action without the need for

further action and without Defendants admitting any violation of law or finding of fact, and for good cause shown.

4. I have reviewed this Affidavit with counsel prior to executing same.

5. This Confession of Judgment is not for the purpose of securing Plaintiffs against a contingent liability.



VICTOR HAKIM

Sworn and subscribed to before me this
21st day of May, 2015



NOTARY PUBLIC

QUIANA PITTMAN
NOTARY PUBLIC OF NEW JERSEY
ID # 2437848
My Commission Expires 8/20/2018

CAV003427

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

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

CONFESSION OF
JUDGMENT
BY DAVID SERUYA

Upon reading and filing the annexed Affidavit of David Seruya for Confession of Judgment,
sworn to on the ____ day of _____, 2015, and

CAV003128

WHEREAS, defendant CHW Group Inc. d/b/a Choice Home Warranty having defaulted on the payment terms of the Consent Judgment, filed _____, 2015, and having failed to cure said default upon prior written notice from Plaintiffs or their counsel, attached hereto, within the time provided therein, it is:

ORDERED, ADJUDGED AND DECREED, that the Plaintiffs, 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, located at 124 Halsey Street, 5th Floor, P.O. Box 45029, Newark, New Jersey 07101, recover of defendant David Seruya, with a primary place of residence of _____, the sum of Seven Hundred Seventy-Nine Thousand Nine Hundred Thirteen and 93/100 Dollars (\$779,913.93), minus any amounts paid by any defendant to Plaintiffs.

Judgment entered the __ day of _____, 201__.

Clerk

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

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

AFFIDAVIT OF
DAVID SERUYA
FOR CONFESSION OF
JUDGMENT

DAVID SERUYA, being duly sworn, deposes and says:

I am over the age of 18 and reside at [REDACTED].

CAW003130

1. I, individually, confess judgment in this Court in favor of plaintiffs 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 (collectively, "Plaintiffs"), for the sum of Seven Hundred Seventy-Nine Thousand Nine Hundred Thirteen and 93/100 Dollars (\$779,913.93), minus any amounts paid by any defendant to Plaintiffs, and hereby authorize Plaintiffs and any of their successors or assigns to enter judgment for that sum against me, individually.

2. This judgment is for a default on the payment terms set forth in the Consent Judgment filed in this Action, described below, and is justly due to Plaintiffs:

(a) On July 22, 2014, Plaintiffs commenced this Action, alleging that defendants CHW, Victor Mandalawi ("Mandalawi"), Victor Hakim ("Hakim") and me (collectively, "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 advertisement, offer for sale and sale of RSCs.

(b) On or about February 20, 2015, I filed an Answer denying the allegations;

(c) On or about March 5, 2015, CHW, Mandalawi and Hakim filed an Answer denying the allegations; and

(d) Plaintiffs and Defendants resolved this Action to avoid the cost, expense, distraction, uncertainty, delay and inconvenience associated with further litigation and reached an amicable agreement resolving the issues in controversy and concluding this Action without the need for further action and without Defendants admitting any violation of law or finding of fact, and for good cause shown.

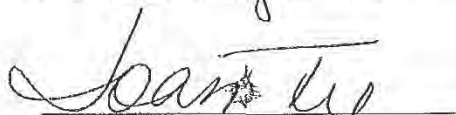
3. I have reviewed this Affidavit with counsel prior to executing same.

4. This Confession of Judgment is not for the purpose of securing Plaintiffs against a contingent liability.

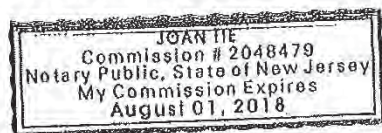


DAVID SERUYA

Sworn and subscribed to before me this
21 day of May, 2015



NOTARY PUBLIC



BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF CALIFORNIA

In the Matter of
CHOICE HOME WARRANTY,

Respondent.

File No. 09LA00836-AP
DEFAULT DECISION, IMPOSITION OF
MONETARY PENALTY; DEMAND FOR
PAYMENT

WHEREAS, on July 26, 2010, Respondent Choice Home Warranty was served with an Order to Cease and Desist Pursuant to Insurance Code Section 12921.8; Notice of Monetary Penalty (Order/Notice); and

WHEREAS, on August 20, 2010, Choice Home Warranty was served with a Final Order to Cease and Desist Pursuant to Insurance Code Section 12921.8, Order to Show Cause Re Imposing Monetary Penalty Pursuant to Insurance Code Section 12921.8, and Notice of Right to Hearing Re Monetary Penalty ("Order to Show Cause"); and

WHEREAS, the time to request a hearing on the Order to Show Cause, including an extension of time granted by the Commissioner to September 13, 2010, has expired and no request for a hearing was made by Choice Home Warranty;

NOW, THEREFORE,

ENTRY OF DEFAULT

The default of Choice Home Warranty on the Order to Show Cause is hereby entered.

FINDINGS OF FACT

The facts alleged in the Order to Show Cause are hereby found to be true. Choice Home Warranty has acted in a capacity for which a home protection company license or certificate of authority was required but was not possessed from not later than October 25, 2008 and Choice Home Warranty has continued to act in a capacity for which a home protection company license or certificate of authority is required but is not possessed through at least October 1, 2010.

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In the Matter of)	DECLARATION OF SERVICE
)	BY MAIL
)	
CHOICE HOME WARRANTY,)	File No: 09LA00836-AP
)	
)	
Respondent.)	

I am over the age of 18 years, and not a party to this cause.

I am an employee at the Department of Insurance, State of California, employed at 45 Fremont Street, 21st Floor, San Francisco, CA 94105.

On October 12, 2010, at San Francisco, California, I sealed into an envelope and deposited in the United States mail, postage there upon fully prepaid, true copies of the following documents in the above entitled matter; the original, or a true copy, of each document served is attached hereto; said copies were addressed as follows:

- c DEFAULT DECISION, IMPOSITION OF MONETARY PENALTY, DEMAND FOR PAYMENT AND DECLARATION OF SERVICE were mailed to:

Choice Home Warranty
510 Thornall Street
Edison, NJ 08837

BY CERTIFIED AND FIRST CLASS MAIL
Cert Mail #7010 0780 0000 6465 0673

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 12, 2010, at San Francisco, California.



Lenora O'Neil, Declarant

FILED

INSURANCE COMMISSIONER
OKLAHOMA

Case No. 10-0954-UNI

Respondent.

- AA003136
CHV073023

agreements, service warranty contracts, indemnity agreements, indemnity contracts, and/or home service agreements in violation of 36 O.S. § 6604(A).

2. Respondent does not hold any license, certificate of authority, or other authorization from the Oklahoma Insurance Department to engage in the business of offering, providing, servicing, and entering service warranty agreements, service warranty contracts, indemnity agreements or indemnity contracts.

3. Respondent has engaged in a course of conduct designed to circumvent and avoid regulatory oversight by the Commissioner, in violation of 36 O.S. §§ 6103.1 and 6601 *et seq.*

4. Respondent has not begun the licensing procedures set forth in the Service Warranty Act and continues to provide and offer to provide service warranty agreements, service warranty contracts, indemnity agreements, indemnity contracts and/or home service agreements in violation of 36 O.S. §§ 6103.3 and 6601 *et seq.* and will continue to offer, provide, service, and enter service warranty agreements, service warranty contracts, indemnity agreements, indemnity contracts, and/or home service agreements unless immediately ordered to cease and desist from these acts.

5. The Insurance Commissioner, having examined the attached Application, finds that Respondent is unauthorized to engage in the business of offering, providing, servicing, and entering service warranty agreements, service warranty contracts, indemnity agreements or indemnity contracts, and in violation of Article 6 of the Insurance Code (Authorization of Insurers), 36 O.S. §§ 601 *et seq.*; the Unauthorized Insurance Business Act, 36 O.S. §§ 6103.1 *et seq.*; and the Service Warranty Insurance

Act, 36 O.S. §§ 6601 *et seq.* and should be immediately stopped and enjoined from conducting any further insurance or service warranty business in the State of Oklahoma.

IT IS THEREFORE ORDERED, that Respondent and their unlicensed agents, affiliates, employees, and/or other representatives, both current and successor whether named herein, shall **CEASE AND DESIST** from all activities related to doing insurance business and/or service warranties in this state, including:

1. The making of or proposing to make, as a sales representative, warrantor or warranty seller, any service warranty agreement, any service warranty contract, any indemnity agreement, any indemnity contract, or any home warranty agreement in the State of Oklahoma;
2. The taking or receiving of any application for any service warranty agreement, any service warranty contract, any indemnity agreement, any indemnity contract or home warranty agreement in the State of Oklahoma;
3. The issuance or delivery of service warranty contracts, indemnity agreements, indemnity contracts or home warranty agreement to residents of the State of Oklahoma or to persons authorized to do business in the State of Oklahoma;
4. Contracting to provide indemnification or expense reimbursement in the State of Oklahoma to persons domiciled in the State of Oklahoma or for risks and/or personal and real property located in the State of Oklahoma, whether as a sales representative, warrantor, warranty seller, or an insurer, agent, administrator, trust, funding mechanism, or by any other method;
5. The doing of any kind of service warranty insurance business specifically recognized as constituting the doing of a service warranty insurance business within the

meaning of the statutes relating to service warranty insurance in the State of Oklahoma pursuant to the Oklahoma Service Warranty Act 36 O.S. §§ 6601 *et seq.*, and any other applicable Oklahoma statutes;

6. The doing or proposing to do any service warranty business in substance equivalent to any of the foregoing in a manner designed to evade the provisions of the Oklahoma Service Warranty Act, 36 O.S. §§ 6601 *et seq.*, or any other applicable Oklahoma statutes; and

7. Any other transactions of business in this state by a sales representative, warrantor, warranty seller, or insurer.

IT IS FURTHER ORDERED Respondent shall leave all records undisturbed in its offices until such time as an appropriate examination of such records can be completed by representatives of the Oklahoma Insurance Department or other examiners appointed by or cooperating with the Commissioner.

IT IS FURTHER ORDERED that notwithstanding any of the above orders to the contrary, Respondent shall pay all valid claims and refunds that arise pursuant to service warranty agreements and/or contracts in Oklahoma.

IT IS FURTHER ORDERED that this Order is effective immediately and shall continue in full force and effect until further Order of the Commissioner. This Order is binding on Respondent, its agents, affiliates, employees, and/or other representatives, both current and successor, whether named or unnamed herein.

Pursuant to 36 O.S. § 6103.6(B), any person affected by this Order who seeks to contest it, has the right to request a hearing before the Insurance Commissioner, or his duly appointed representative, to show cause why this Order should not be affirmed. The

person affected must make the request not later than the 30th day after the date on which the person receives this Order. The request must be in writing directed to the Insurance Commissioner and must state the grounds for the request to set aside or modify the Order. Pending hearing this Order shall continue in full force and effect unless stayed by the Insurance Commissioner. Any such hearing shall be conducted according to the procedures for contested cases under the Oklahoma Administrative Procedures Act, 75 O.S. §§ 250-323.

IN THE EVENT THIS ORDER IS VIOLATED, THE COMMISSIONER MAY IMPOSE A CIVIL PENALTY OF \$25,000.00 FOR EACH ACT OF VIOLATION, OR DIRECT THE RESPONDENT AGAINST WHOM THE ORDER IS ISSUED TO MAKE COMPLETE RESTITUTION, IN THE FORM AND AMOUNT AND WITHIN THE PERIOD DETERMINED BY THE COMMISSIONER, TO ALL OKLAHOMA RESIDENTS, OKLAHOMA INSURERS, AND ENTITIES OPERATING IN OKLAHOMA DAMAGED BY THE VIOLATION OR FAILURE TO COMPLY, OR IMPOSE BOTH THE PENALTY AND DIRECT RESTITUTION.

WITNESS My Hand and Official Seal this 29th day of July, 2010.




KIM HOLLAND
INSURANCE COMMISSIONER
STATE OF OKLAHOMA

CERTIFICATE OF MAILING

This is to certify that on the date of filing, I, Kim M. Rytter, mailed a true and correct copy of the foregoing **Emergency Cease and Desist Order** by **certified mail**, return receipt requested, postage prepaid, on this 29th day of July, 2010 to:

Choice Home Warranty
510 Thornall Street
Edison, NJ 08837

CERTIFIED NO: 7001 0320 0004 0178 5116

Choice Home Warranty
244 Madison Avenue
New York, NY, 10016

CERTIFIED NO: 7001 0320 0004 0178 5109



Kim M. Rytter

BEFORE THE INSURANCE COMMISSIONER OF THE
STATE OF OKLAHOMA

FILED

FEB 07 2014

INSURANCE COMMISSIONER
OKLAHOMA

STATE OF OKLAHOMA, *ex rel.*)
JOHN D. DOAK, Insurance Commissioner,)
)
Petitioner,)
)
v.)
)
CHOICE HOME WARRANTY,)
An unlicensed service warranty association,)
)
Respondent.)

Case No. 14-0108-DIS

CONDITIONAL ADMINISTRATIVE ORDER
AND NOTICE OF RIGHT TO BE HEARD

COMES NOW the State of Oklahoma, ex rel., John D. Doak, Insurance Commissioner,
by and through counsel, and alleges and states as follows:

JURISDICTION

1. John D. Doak is the Insurance Commissioner of the State of Oklahoma and as such is charged with the duty of administering and enforcing all provisions of the Service Warranty Act; 15 O.S. §§ 141.1 et seq.

2. Choice Home Warranty ("Respondent") is an unlicensed service warranty company who has solicited and sold service warranty contracts in the State of Oklahoma.

3. The Insurance Commissioner has jurisdiction over the subject matter raised in this dispute and may issue penalties pursuant to 15 O.S. § 141.12.

ALLEGATIONS OF FACT

1. The Insurance Commissioner issued an Emergency Cease and Desist Order in Case No. 10-0954-UNI against Respondent on July 29, 2010, pursuant to a finding that

Respondent was unauthorized to engage in the business of offering, providing, servicing and entering into service warranty contracts in Oklahoma.

2. Respondent continued engaging in the business of offering, providing, servicing and entering into service warranty contracts in Oklahoma and was fined on July 15, 2011, in the amount of \$25,000.00 for violating the Cease and Desist Order in Case No. 11-0712-DIS. (Exhibit "A"). The Insurance Commissioner and Respondent thereafter settled the matter by entering into a Consent Order whereby Respondent paid a \$15,000.00 fine and agreed to continue to pay all valid claims and refunds that arise pursuant to service warranty contract it had issued in Oklahoma. (Exhibit "B").

3. Respondent still does not hold a license or registration in the State of Oklahoma and is not authorized by the Oklahoma Insurance Department to engage in the service warranty business in Oklahoma other than to pay all valid claims and refunds that arise pursuant to service warranty contracts it has issued in Oklahoma. Respondent continues to engage in a course of unfair and deceptive conduct while circumventing regulatory authority.

4. Respondent previously entered into a service warranty agreement, contract #919157764, with Oklahoma homeowner Clifford Lussier for coverage located at 13444 Prairie View Lane in Oklahoma City, Oklahoma 73142, the type of agreement covered by the Service Warranty Act. That user agreement was transferred upon sale of the home to Kent Johnson. Choicc Home Warranty's address on the Transfer Form is 510 Thornall Street, Edison, New Jersey 08837. (Exhibit "C").

5. Kent Johnson made a claim with Respondent on July 9, 2013, after his air conditioner unit quit working. Respondent denied his claim for failure to maintain the unit properly without even sending a technician to make an inspection of such. Johnson complained

to Respondent on July 13, 2013, and provided a bill for the repairs he paid of \$5,587.00; a short note from his technician stating there was no indication of improper maintenance; and an email from the previous owner stating that the unit was serviced by a technician of Respondent on August 22, 2010, and all recommended owner maintenance procedures were completed. (Exhibit "D").

6. When Respondent failed to respond to Johnson, he hired counsel John Garland who sent Respondent a letter dated September 10, 2013, stating that Respondent failed to mediate in good faith and made demand for the sum due. Respondent failed to respond to Garland's letter.

7. Garland also complained to the Oklahoma Insurance Department on the same date and provided the letters previously sent to Respondent. (Exhibit "F"). Jason Johnston, Senior Claims Process Reviewer in the Consumer Assistance Division, then sent a letter to Respondent on October 9, 2013, requesting Respondent to respond with a written explanation regarding Respondent's position in the matter. (Exhibit "G").

8. A representative of Respondent named Tracy called Johnston on December 12, 2013, and left a message stating they received the letter but that it was sent to Respondent's old address. Johnston returned a message requesting an updated address and a response to his letter.

9. Respondent has failed to call, failed to send a new address, and failed to respond to the homeowner's complaint as of this date.

CONCLUSIONS OF LAW

1. No person shall engage in this state in any trade practice which is defined as an unfair method of competition and unfair or deceptive acts as defined in 15 O.S. § 141.26. 15 O.S. § 141.25.

2. Respondent violated 15 O.S. § 141.26 by failing to investigate Johnson's claim; by failing to acknowledge and act promptly upon communication with respect to the claim; by denying Johnson's claim without conducting reasonable investigation based upon available information; failing to promptly provide a reasonable explanation to Johnson in relation to the facts or applicable law for the denial of the claim. 15 O.S. § 141.26(5).

3. If it is found that a service warranty association has knowingly and willfully violated a lawful rule or order of the Commissioner or any provision of the Service Warranty Act, the Commissioner may impose a fine in an amount not to exceed Ten Thousand Dollars (10,000.00) for each violation. 15 O.S. § 141.12.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Insurance Commissioner, subject to the following paragraphs, that the Respondent has willfully violated the Consent Order dated January 2, 2012, by failing to pay all valid claims and refunds that arise pursuant to service warranty agreements in Oklahoma. **IT IS FURTHER ORDERED** that Respondent has knowingly and willfully violated provisions of the Service Warranty Act; failed to update its address with Oklahoma consumers and the Insurance Commissioner; and failed to respond to the Oklahoma Insurance Commissioner and, as a result, Respondent is fined in the amount of **TEN THOUSAND DOLLARS (\$10,000.00)**.

IT IS THEREFORE ORDERED that Respondent shall provide a response to the inquiry and pay the fine within thirty (30) days of the date of this Order.


IT IS FURTHER ORDERED that unless Respondent requests a hearing with respect to the Allegations of Fact set forth above within thirty (30) days of the date of mailing of this Order, this Order and the penalties set forth above shall become a Final Order on the thirty-first

day following the date of mailing of this Order. Such request for a hearing, if desired, shall be made in writing, addressed to Julie Meaders, Assistant General Counsel, Oklahoma Insurance Department, Legal Division, 3625 NW 56th Street, Suite 100, Oklahoma City, Oklahoma 73112 and must be served on the Oklahoma Insurance Department within the thirty (30) days allotted. The proceedings on any such requested hearing will be conducted in accordance with the Service Warranty Act 15 O.S. §§ 141.1 et seq. and the Oklahoma Administrative Procedures Act 75 O.S. §250 et seq.

WITNESS My Hand and Official Seal this 7th day of January, 2014.



JOHN D. DOAK
INSURANCE COMMISSIONER
STATE OF OKLAHOMA



Julie Meaders
Deputy General Counsel
3625 NW 56th Street, Suite 100
Oklahoma City, Oklahoma 73112
(405) 521-2746

CERTIFICATE OF MAILING

I, Julie Meaders, hereby certify that a true and correct copy of the above and foregoing Conditional Order and Notice of Right to be Heard was mailed by certified mail with postage prepaid and return receipt requested on this 7th day of February, 2014 to:

Choice Home Warranty
1090 King Georges Post Road
Edison, NJ 08837

CERTIFIED MAIL NO: 7001 0320 0004 4249 5289

And a copy delivered to:

Jason Johnston/Consumer Assistance Division

Lauren Bouse /Financial Division


Julie Meaders

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

7001 0320 0004 4249 5289

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Sent To
 Street, Apt. No.,
 or PO Box No.
 City, State, ZIP+4

Choice Home Warranty
 1090 King Georges Post Road
 Edison, NJ 08837
 rig/14-0108-DIS/Cond. Adm. Ord.

PS Form 3811, January 2004

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Choice Home Warranty 1090 King Georges Post Road Edison, NJ 08837 rig/14-0108-DIS/Cond. Adm. Ord.</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Legal Division FEB 19 2014</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7001 0320 0004 4249 5289</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>PS Form 3811, February 2004</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>Domestic Return Receipt 102895-02-M-1540</p>	

AA003148
CHW073035

**BEFORE THE INSURANCE COMMISSIONER OF THE
STATE OF OKLAHOMA**

STATE OF OKLAHOMA, ex rel. JOHN D.
DOAK, Insurance Commissioner,

Petitioner,

vs.

CHOICE HOME WARRANTY,
an Unlicensed Home Warranty Company,

Respondent.

CASE NO. 11-0712-DIS

FILED

JUL 15 2011

INSURANCE COMMISSIONER
OKLAHOMA

**CONDITIONAL ADMINISTRATIVE ORDER
AND NOTICE OF RIGHT TO BE HEARD**

THE STATE OF OKLAHOMA, ex rel., John D. Doak, Insurance Commissioner, by and
through counsel FINDS AND ORDERS AS FOLLOWS:

JURISDICTION

1. The Insurance Commissioner has jurisdiction of this cause, pursuant to the provisions of the Oklahoma Insurance Code, 36 O.S. §§ 101 et seq., including and in particular Title 36 O.S. § 6604, which covers the requirements for licensure and transactions subject to the Service Warranty Insurance Act.

2. Respondent, Choice Home Warranty, is an unlicensed service warranty company soliciting and selling service warranty contracts in the State of Oklahoma.

3. The Insurance Commissioner has jurisdiction over the subject matter raised in this dispute and may issue penalties pursuant to 36 O.S. §§ 6610 and 6613.



AA003149
CHW073036

FACTS LEADING TO ADMINISTRATIVE ORDER

1. The Insurance Commissioner issued to Respondent an Emergency Cease and Desist Order on July 29, 2010, (Exhibit 1), pursuant to finding that Respondent was unauthorized to engage in the business of offering, providing, servicing, and entering service warranty agreements, service warranty contracts, indemnity agreements or indemnity contracts, and in violation of Article 6 of the Insurance Code (Authorization of Insurers), 36 O.S. §§ 601 *et seq.*; the Unauthorized Insurance Business Act, 36 O.S. §§ 6103.1 *et seq.*; and the Service Warranty Insurance Act, 36 O.S. §§ 6601 *et seq.*

2. Respondent does not hold any license, certificate of authority, or other authorization from the Oklahoma Insurance Department to engage in the business of offering, providing, servicing, and entering service warranty agreements, service warranty contracts, indemnity agreements or indemnity contracts.

3. Respondent has not begun the licensing procedures set forth in the Service Warranty Act and continues to provide and offer to provide service warranty agreements, service warranty contracts, indemnity agreements, indemnity contracts and/or home service agreements illegally and in violation of 36 O.S. §§ 6103.3 and 6601 *et seq.*

4. Respondent entered into a Home Warranty Agreement, contract #387395833, of the type covered by the Service Warranty Insurance Act, 36 O.S. §§ 6601 *et seq.* with Cynthia Northington, a citizen of Oklahoma, with an effective starting date of March 12th 2011. (Exhibit 2)

5. Respondent has engaged in a course of conduct designed to circumvent and avoid regulatory oversight by the Commissioner, in violation of 36 O.S. §§ 6103.1 and 6601 *et seq.*

CONCLUSION

Respondent has willfully violated Article 6 of the Insurance Code (Authorization of Insurers), 36 O.S. §§ 601 *et seq.*; the Unauthorized Insurance Business Act, 36 O.S. §§ 6103.1 *et seq.*; and the Service Warranty Insurance Act, 36 O.S. §§ 6601 *et seq.* after receiving a lawful Emergency Cease and Desist Order prohibiting the same.

ORDER

IT IS THEREFORE ORDERED that Choice Home Warranty is fined in the amount of Twenty-Five Thousand Dollars (\$25,000.00). The fine is to be submitted to the Oklahoma Insurance Department within thirty (30) days of the date of receipt of this Order.

IT IS FURTHER ORDERED Respondent shall leave all records undisturbed in its offices until such time as an appropriate examination of such records can be completed by representatives of the Oklahoma Insurance Department or other examiners appointed by or cooperating with the Commissioner.

IT IS FURTHER ORDERED that notwithstanding any of the above orders to the contrary, Respondent shall pay all valid claims and refunds that arise pursuant to service warranty agreements and/or contracts in Oklahoma.

IT IS FURTHER ORDERED that this Order is effective immediately and shall continue in full force and effect until further Order of the Commissioner. This Order is binding on Respondent, its agents, affiliates, employees, and/or other representatives, both current and successor, whether named or unnamed herein.

Respondent is further notified that THIS FINE REFLECTS ONLY ONE INSTANCE OF

VIOLATION of the Emergency Cease and Desist Order, and that any future violations will also be assessed and fined by the Insurance Commissioner.

Respondent is further notified that it may request a hearing within 30 days of the receipt of this Order concerning this action, and upon such request the Insurance Department shall conduct a hearing before an independent hearing examiner. A request for hearing shall be made in writing to Mark A. Willingham, Oklahoma Insurance Department, Legal Division, 3625 NW 56th Suite 100, Oklahoma City, Oklahoma 73112 and state the basis for requesting the hearing.

If Respondent does not request a hearing within the 30 days allotted this Order shall be a **FINAL ORDER** on the 31st day following the receipt of the Order.

WITNESS My Hand and Official Seal this 14th day of July, 2011.



A handwritten signature in dark ink, appearing to read "Paul Wilkening", written over a horizontal line.

**PAUL WILKENING
DEPUTY COMMISSIONER OF ADMINISTRATION
STATE OF OKLAHOMA**

And

A handwritten signature in dark ink, appearing to read "Mark A. Willingham", written over a horizontal line.

**Mark A. Willingham, OBA #22769
Assistant General Counsel
3625 NW 56th Street, Suite 100
Oklahoma City, Oklahoma, 73112
(405) 521-3998
ATTORNEY FOR PETITIONER
STATE OF OKLAHOMA, ex rel.
JOHN DOAK, INSURANCE COMMISSIONER**

CERTIFICATE OF SERVICE

This is to certify that on the date of filing, I, Mark A. Willingham, mailed a true and correct copy of the foregoing **Conditional Administrative Order and Notice of Right to Be Heard** by **certified mail**, return receipt requested, postage prepaid, on this 15th day of July, 2011 to:

Choice Home Warranty
510 Thornall Street
Edison, NJ 08837

and

Choice Home Warranty
244 Madison Avenue
New York, NY 10016



Mark A. Willingham

U.S. Postal Service[®]
CERTIFIED MAIL[™] RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Pk

Choice Home Warranty
 510 Thornall St
 Edison, NJ 08837
 sms/11-0712-DIS/Cond. Ord

7008 1830 0003 9410 9830

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery 7/18/11</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>OKLAHOMA INSURANCE DEPARTMENT Choice Home Warranty 510 Thornall St Edison, NJ 08837 Legal Division sms/11-0712-DIS/Cond. Ord</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7008 1830 0003 9410 9830</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt 10298-02-11-1540</p>	

AA003154
 CHW073041

BEFORE THE INSURANCE COMMISSIONER OF THE
STATE OF OKLAHOMA

FILED

STATE OF OKLAHOMA, ex rel.
KIM HOLLAND, Insurance
Commissioner,

Petitioner,

v.

CHOICE HOME WARRANTY
an unlicensed service warranty
company

Respondent.

JUL 29 2010

INSURANCE COMMISSIONER
OKLAHOMA

Case No. 10-0954-UNI

EMERGENCY CEASE AND DESIST ORDER

On this 29th day of July 2010, the Oklahoma Insurance Department ("Petitioner") through Kim M. Rytter, Assistant General Counsel, presented to the undersigned Insurance Commissioner, Kim Holland, an Application for Emergency Cease and Desist Order. The Commissioner, having examined the Application of the Petitioner, finds that the Commissioner of Insurance has jurisdiction over this matter pursuant to the Insurance Code generally, 36 O.S. §§ 101 *et seq.*, and specifically pursuant to Article 6 of the Insurance Code (Authorization of Insurers), 36 O.S. §§ 601 *et seq.*; the Unauthorized Insurance Business Act, 36 O.S. §§ 6103.1 *et seq.*; and the Service Warranty Insurance Act, 36 O.S. §§ 6601 *et seq.* The Commissioner further finds that the factual allegations are supported by clear and convincing evidence and, therefore, FINDS AND ORDERS AS FOLLOWS:

1. Choice Home Warranty ("Respondent") has been involved in the unauthorized business of offering, providing, servicing, and entering service warranty



AA003155
CHW073042

agreements, service warranty contracts, indemnity agreements, indemnity contracts, and/or home service agreements in violation of 36 O.S. § 6604(A).

2. Respondent does not hold any license, certificate of authority, or other authorization from the Oklahoma Insurance Department to engage in the business of offering, providing, servicing, and entering service warranty agreements, service warranty contracts, indemnity agreements or indemnity contracts.

3. Respondent has engaged in a course of conduct designed to circumvent and avoid regulatory oversight by the Commissioner, in violation of 36 O.S. §§ 6103.1 and 6601 *et seq.*

4. Respondent has not begun the licensing procedures set forth in the Service Warranty Act and continues to provide and offer to provide service warranty agreements, service warranty contracts, indemnity agreements, indemnity contracts and/or home service agreements in violation of 36 O.S. §§ 6103.3 and 6601 *et seq.* and will continue to offer, provide, service, and enter service warranty agreements, service warranty contracts, indemnity agreements, indemnity contracts, and/or home service agreements unless immediately ordered to cease and desist from these acts.

5. The Insurance Commissioner, having examined the attached Application, finds that Respondent is unauthorized to engage in the business of offering, providing, servicing, and entering service warranty agreements, service warranty contracts, indemnity agreements or indemnity contracts, and in violation of Article 6 of the Insurance Code (Authorization of Insurers), 36 O.S. §§ 601 *et seq.*; the Unauthorized Insurance Business Act, 36 O.S. §§ 6103.1 *et seq.*; and the Service Warranty Insurance

Act, 36 O.S. §§ 6601 *et seq.* and should be immediately stopped and enjoined from conducting any further insurance or service warranty business in the State of Oklahoma.

IT IS THEREFORE ORDERED, that Respondent and their unlicensed agents, affiliates, employees, and/or other representatives, both current and successor whether named herein, shall **CEASE AND DESIST** from all activities related to doing insurance business and/or service warranties in this state, including:

1. The making of or proposing to make, as a sales representative, warrantor or warranty seller, any service warranty agreement, any service warranty contract, any indemnity agreement, any indemnity contract, or any home warranty agreement in the State of Oklahoma;

2. The taking or receiving of any application for any service warranty agreement, any service warranty contract, any indemnity agreement, any indemnity contract or home warranty agreement in the State of Oklahoma;

3. The issuance or delivery of service warranty contracts, indemnity agreements, indemnity contracts or home warranty agreement to residents of the State of Oklahoma or to persons authorized to do business in the State of Oklahoma;

4. Contracting to provide indemnification or expense reimbursement in the State of Oklahoma to persons domiciled in the State of Oklahoma or for risks and/or personal and real property located in the State of Oklahoma, whether as a sales representative, warrantor, warranty seller, or an insurer, agent, administrator, trust, funding mechanism, or by any other method;

5. The doing of any kind of service warranty insurance business specifically recognized as constituting the doing of a service warranty insurance business within the

meaning of the statutes relating to service warranty insurance in the State of Oklahoma pursuant to the Oklahoma Service Warranty Act 36 O.S. §§ 6601 *et seq.*, and any other applicable Oklahoma statutes;

6. The doing or proposing to do any service warranty business in substance equivalent to any of the foregoing in a manner designed to evade the provisions of the Oklahoma Service Warranty Act, 36 O.S. §§ 6601 *et seq.*, or any other applicable Oklahoma statutes; and

7. Any other transactions of business in this state by a sales representative, warrantor, warranty seller, or insurer.

IT IS FURTHER ORDERED Respondent shall leave all records undisturbed in its offices until such time as an appropriate examination of such records can be completed by representatives of the Oklahoma Insurance Department or other examiners appointed by or cooperating with the Commissioner.

IT IS FURTHER ORDERED that notwithstanding any of the above orders to the contrary, Respondent shall pay all valid claims and refunds that arise pursuant to service warranty agreements and/or contracts in Oklahoma.

IT IS FURTHER ORDERED that this Order is effective immediately and shall continue in full force and effect until further Order of the Commissioner. This Order is binding on Respondent, its agents, affiliates, employees, and/or other representatives, both current and successor, whether named or unnamed herein.

Pursuant to 36 O.S. § 6103.6(B), any person affected by this Order who seeks to contest it, has the right to request a hearing before the Insurance Commissioner, or his duly appointed representative, to show cause why this Order should not be affirmed. The

person affected must make the request not later than the 30th day after the date on which the person receives this Order. The request must be in writing directed to the Insurance Commissioner and must state the grounds for the request to set aside or modify the Order. Pending hearing this Order shall continue in full force and effect unless stayed by the Insurance Commissioner. Any such hearing shall be conducted according to the procedures for contested cases under the Oklahoma Administrative Procedures Act, 75 O.S. §§ 250-323.

IN THE EVENT THIS ORDER IS VIOLATED, THE COMMISSIONER MAY IMPOSE A CIVIL PENALTY OF \$25,000.00 FOR EACH ACT OF VIOLATION, OR DIRECT THE RESPONDENT AGAINST WHOM THE ORDER IS ISSUED TO MAKE COMPLETE RESTITUTION, IN THE FORM AND AMOUNT AND WITHIN THE PERIOD DETERMINED BY THE COMMISSIONER, TO ALL OKLAHOMA RESIDENTS, OKLAHOMA INSURERS, AND ENTITIES OPERATING IN OKLAHOMA DAMAGED BY THE VIOLATION OR FAILURE TO COMPLY, OR IMPOSE BOTH THE PENALTY AND DIRECT RESTITUTION.

WITNESS My Hand and Official Seal this 27th day of July, 2010.



[Signature]
KIM HOLLAND
INSURANCE COMMISSIONER
STATE OF OKLAHOMA

CERTIFICATE OF MAILING

This is to certify that on the date of filing, I, Kim M. Rytter, mailed a true and correct copy of the foregoing Emergency Cease and Desist Order by certified mail, return receipt requested, postage prepaid, on this 29th day of July, 2010 to:

Choice Home Warranty
510 Thornall Street
Edison, NJ 08837


CERTIFIED NO: 7001 0320 0004 0178 5116

Choice Home Warranty
244 Madison Avenue
New York, NY, 10016

CERTIFIED NO: 7001 0320 0004 0178 5109



Kim M. Rytter

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Choice Home Warranty \$10 Thornall Street Edison, NJ 08837</p>		<p>B. Received by (Printed Name) RECEIVED</p> <p>C. Date of Delivery 8/6/10</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7001 0320 0004 0178 5116</p>		<p>OKLAHOMA INSURANCE DEPARTMENT</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p>AUG 06 2010</p> <p>Legal Division</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

AA003161
CHW073048

YOUR HOME SERVICE AGREEMENT



CHOICE HOME WARRANTY

Consumer Assistance Division

America's Choice
in Home Warranty Protection

Cynthia Northington
11700 Grande Mesa Ter
Oklahoma City, OK 73162

Case# 200017864

Dear Cynthia Northington,

Welcome to Choice Home Warranty! You made a wise decision when you chose to protect your home with a CHW Warranty. We appreciate your business and look forward to providing you with quality service for all your home protection needs.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant on the plan you have selected.

Should you have a problem with any of your covered systems or appliances, please call us toll-free at (888)-531-5403. We are available 24 hours a day, 7 days a week, 365 days a year, or simply log on to our website located at www.ChoiceHomeWarranty.com and file your claim online.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

Contract Number: 387395833
Contract Term: 03/12/2011 - 09/12/2014
Covered Property:
11700 Grande Mesa Ter
Oklahoma City, OK 73162
Property Type: Single Family
Rate: \$1020.00
Service Call Fee: \$45.00

Coverage Plan: Total Plan
Includes: Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathtub
Optional Coverage: None

EXHIBIT

2

CHOICE HOME WARRANTY

510 Thornall Street | Edison, NJ 08837 | Toll Free: (888) 531-5403

AA003162
CHW073049

Refer-A-Friend



CHOICE HOME WARRANTY

Get more without paying for more! Refer-A-Friend to Choice Home Warranty!

Thank you once again for choosing Choice Home Warranty. CHW 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.~~

Being a part of the Choice Home Warranty family has its rewards - like getting free service just for spreading the word to your friends and family. In fact, every time you refer a friend who joins Choice Home Warranty, you'll get 1 MONTH of FREE service. Best of all, there is no limit to how many FREE months of service you can earn! Simply have your friends or family members mention your name and covered property address at the time of purchase and receive 1 FREE month of service. It's that easy!

To learn more about the CHW Refer-A-Friend Program, please contact Choice Home Warranty at 1-888-531-5403.

We genuinely appreciate your patronage, and we are fully committed to serving your home warranty needs.

America's Choice
In Home Warranty Protection



CHOICE HOME WARRANTY
510 Thornall Street • Edison, NJ 08837 • Toll Free: (888) 531-5403

AA003163
CHW073050

YOUR HOME SERVICE AGREEMENT

CHOICE HOME WARRANTY

America's Choice In Home Warranty Protection

I. COVERAGE

During the coverage period, CHW's sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at CHW's 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 so long as such systems and components:

A. Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner); and
 B. Become inoperative due to normal wear and tear; and
 C. Are in place and in proper working order on the effective date of this home warranty contract. This contract does not cover any known or unknown pre-existing conditions. It is understood that CHW IS NOT A SERVICE PROVIDER and is not itself undertaking to repair or replace any such systems or components. This contract covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fee is paid. Coverage is for occupied, owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/bare homes. This contract describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this contract. Please read your contract carefully. NOTE: This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty.

II. COVERAGE PERIOD

Coverage starts 30 days after acceptance of application by CHW and receipt of applicable contract fees and continues for 365 days from that date. Your coverage may begin before 30 days if CHW receives proof of prior coverage, showing no lapse of coverage, through another carrier within 15 days of the order date.

III. SERVICE CALLS - TO REQUEST SERVICE: 1-888-531-5403

A. You or your agent (including tenant) must notify CHW for work to be performed under this contract as soon as the problem is discovered. CHW will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-888-531-5403. Notice of any malfunction must be given to CHW prior to expiration of this contract.

B. Upon request for service, CHW will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. CHW will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request CHW to perform non-emergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.

C. CHW has the sole and absolute right to select the Service Provider to perform the service; and CHW will not reimburse for services performed without its prior approval.

D. You will pay a trade service call fee ("Service Fee") per claim (amount shown on page one) or the actual cost, whichever is less. The Service Fee is for each visit by a CHW approved Service Provider, except as noted in this Section III (E), and is payable to the CHW approved Service Provider at the time of each visit. The service fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The service fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a service contractor is in route to your home or at your home. Failure to pay the Service Fee will result in suspension or cancellation of coverage until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the contract period will not be extended.

E. If service work performed under this contract should fail, then CHW will make the necessary repairs without an additional trade service call fee for a period of 90 days on parts and 30 days on labor.

IV. COVERAGE (COVERAGE DEPENDANT ON PLAN)

The Coverage is for no more than one unit, system, or appliance, unless additional fees are paid. If no additional fees are paid, covered unit, system, or appliance is at the sole discretion of CHW; certain limitations of liability apply to Covered systems and appliances.

1. CLOTHES DRYER

INCLUDED: All components and parts, except:

EXCLUDED: Noise - Venting - Lint screens - Knobs and dials - Doors - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

2. CLOTHES WASHER

INCLUDED: All components and parts, except:

EXCLUDED: Noise - Plastic mini-tube - Soap dispensers - Filter screens - Knobs and dials - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

3. KITCHEN REFRIGERATOR

NOTE: Must be located in the kitchen.

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Packs - Shelves - Lighting and handles - Freezer ice makers, ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Line restrictions - Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Wine coolers or mini refrigerators - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/Visual equipment and internet connection components.

4. AIR CONDITIONING/COOLER

NOTE: Not exceeding 5 (five) ton capacity and designed for residential use.

INCLUDED: Ducted electric central air conditioning, ducted electric wall air conditioning. All components and parts, for units below 13 SEER and when CHW is unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Cost for crane rentals - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications - Improper use of metering devices - Thermal expansion valves - Refrigerant conversion - Leak detections - Water leaks - Drain line stoppages - Maintenance - Noise. No more than two systems covered unless purchased separately at time of enrollment. CHW is not responsible for the costs associated with matching dimensions, brand or color made. CHW will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.

5. HEATING SYSTEM OR BUILT-IN WALL UNIT

NOTE: Main source of heat to home not to exceed 5 (five) ton capacity and designed for residential use.

INCLUDED: All components and parts necessary for the operation of the heating system. For units below 13 SEER and when CHW is unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps. Access - Radiators or valves - Baseboard casings - Radiant heating - Dampers - Valves - Fuel storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters - Line dryers and filters - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills - Clocks - Timers - Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents - Improperly sized heating systems - Mismatched systems - Chimneys - Pellet stoves - Cable heat (in ceiling) - Wood stoves (even if only source of heating) - Catwalk build-up - Maintenance.

CHOICE HOME WARRANTY

610 Thornhill Street, Edison, NJ 08827 • Toll Free: (888) 531-5403

AA003164
CHW073051

YOUR HOME SERVICE AGREEMENT

8. WATER HEATER (Gas and/or Electric)

INCLUDED: All components and parts, including circulating pumps, except:
EXCLUDED: Access - Insulation blankets - Pressure reducing valve - Sediment build-up - Rust and corrosion - Main, holding or storage tanks - Vents and flues - Thermal expansion tanks - Low boy and/or Squat water heaters - Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Commercial grade equipment and units exceeding 75 gallons - Drain pans and drain lines - Tankless water heaters.

7. ELECTRICAL SYSTEM

INCLUDED: All components and parts, including built-in bathroom exhaust fans, except:

EXCLUDED: Fixtures - Carbon monoxide alarms, smoke detectors, detectors or related systems - Intercoms and door bell systems associated with intercoms - Inadequate wiring capacity - Solar power systems and panels - Solar Components - Energy Management Systems - Direct current (D.C.) wiring or components - Attic exhaust fans - Commercial grade equipment - Auxiliary or sub-panels - Broken and/or severed wires - Rerunning of new wiring for broken wires - Wire tracing - Garage door openers - Central vacuum systems - Damages due to power failure or surge - Circuit Overload.

8. PLUMBING SYSTEM/STOPPAGE

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level clean out, except:

EXCLUDED: Stoppages and clogs in drain and sewer lines that can not be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 100 feet of access point) - Access to drain or sewer lines from vent or removal of water closets - Cost to locate, access or install ground level clean out - Slab leaks - Polybutylene or Quest piping - Galvanized drain lines - Hose Bibs - Drum traps - Flange - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Faucets, fixtures, cartridges, shower heads & shower arms - Baskets and strainers - Pop-up assemblies - Bathtubs and showers - Cracked porcelain - Glass - Shower enclosures and base pans - Roman tubs - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Whirlpool control panel - Septic tanks - Sewage ejector pumps - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Holding or storage tanks - Saunas and/or steam rooms. **NOTE:** CHW will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. CHW shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

9. BUILT-IN MICROWAVE

INCLUDED: All components and parts, except:
EXCLUDED: Hinges - Handles - Doors - Door glass - Lights - Interior linings - Trays - Clocks - Shelves - Portable or counter top units - Airing - Meat probe assemblies - Rotisseries.

10. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-In, Portable or Free Standing)

INCLUDED: All components and parts, except:
EXCLUDED: Clocks (unless they affect the cooking function of the unit) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Door seats - Doors - Hinges - Lighting and handles - Glass - Sensi-heat burners will only be replaced with standard burners.

11. DISHWASHER

INCLUDED: All components and parts, except:
EXCLUDED: Racks - Baskets - Rollers - Hinges - Handles - Doors - Door gaskets - Glass - Damage caused by broken glass - Cleaning.

12. GARBAGE DISPOSAL

INCLUDED: All components and parts, including entire unit, except:
EXCLUDED: Problems and/or jams caused by bones, glass, or foreign objects other than food.

13. CEILING AND EXHAUST FANS

INCLUDED: Motors - Switches - Controls - Bearings, except:

EXCLUDED: Fans - Blades - Belts - Shutters - Filters - Lighting. **Note:** Builder's standard is used when replacement is necessary.

14. DUCTWORK

INCLUDED: Duct from heating unit to point of attachment at registers or grills, except:

EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork - Vents, flues and breaching - Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support - Damper motors - Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. CHW will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. CHW's authorized Service Provider will close the access opening and return to a rough finish condition. CHW shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

15. GARAGE DOOR OPENER

INCLUDED: All components and parts, except:

EXCLUDED: Garage doors - Hinges - Springs - Sensors - Chains - Travelers - Tracks - Rollers - Remote receiving and/or transmitting devices.

16. CHW GREEN

INCLUDED: If a covered system or appliance (limited to Clothes Washer, Clothes Dryer, Refrigerator, Dishwasher, Heating System, and Water Heater) breaks down per Section I above and subject to all other contract inclusions, exclusions and limitations, and it can not be repaired, CHW will replace the appliance with an ENERGY STAR qualified product (subject to availability, exclusions and limitations), one with similar and like features as existing appliance, except:

EXCLUDED: All other contract limitations of liability and exclusions apply.

V. OPTIONAL COVERAGE (Requires Additional Payment)

NOTE: You may purchase any Optional Coverage for up to 30 days after commencement of Coverage. However, Coverage shall not commence until receipt of payment by CHW and such Coverage shall expire upon expiration of Coverage period in Section II.

1. POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and built-in spa equipment (exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater - Pump - Motor - Filter - Filter timer - Gaskets - Blower - Timer - Valves, limited to back flush, actuator, check, and 2 and 3-way valves - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring, except:

EXCLUDED: Portable or above ground pools/spas - Control panels and electronic boards - Lights - Liners - Maintenance - Structural defects - Solar equipment - Jets - Ornamental fountains, waterfalls and their pumping systems - Pool cover and related equipment - Fill line and fill valve - Built-in or detachable-cleaning equipment such as, but not limited to, pool sweeps, pop up heads - Turbo valves, skimmers, chlorinators, and ionizers - Fuel storage tanks - Disposable filtration mediums - Cracked or corroded filter casings - Grids - Cartridges - Heat pump - Salt water systems.

2. SEPTIC TANK PUMPING

INCLUDED: Main line stoppages/clogs (one time only, and must have existing access or clean out). If a stoppage is due to a septic tank back up, then we will pump the septic tank one time during the term of the plan. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. CHW reserves the right to request a copy of the certification prior to service dispatch.

EXCLUDED: The cost of gaining or finding access to the septic tank and the cost of sewer hook ups - Disposal of waste - Chemical treatments - Tanks - Leach lines - Cess pools - Mechanical pumps/systems.

3. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only, except:

EXCLUDED: Holding or storage tanks - Digging - Locating pump - Pump retrieval - Redrilling of wells - Well casings - Pressure tanks - Pressure switches and gauges - Check valve - Relief valve - Drop pipe - Piping or

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electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump - Booster pumps - Well pump and well pump components for geothermal and/or water source heat pumps.

4. SUMP PUMP

INCLUDED: Permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

EXCLUDED: Sewerage ejector pumps - Portable pumps - Backflow preventers - Check valves - Piping modifications for new installs.

5. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts, except:

EXCLUDED: Ductwork - Hoses - Blockages - Accessories.

6. LIMITED ROOF LEAK (Single Family Homes Only)

INCLUDED: Repair of shake, shingle, and composition roof leaks over the occupied living area.

EXCLUDED: Porches - Patios - Cracked and/or missing material - Foam roofs - Tar and gravel or metal roof - Cementwood shakes - Masonite shingles - Flat or built-up roof - Structural leaks adjacent to or caused by appendages of any kind - Downspouts - Flashing - Gutters - Skylights - Decks - Patio covers - Solar equipment - Roof jacks - Antennas - Satellite components - Chimneys - Partial roof replacement - Preventative maintenance.

NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.

7. STAND ALONE FREEZER

INCLUDED: All parts and components that affect the operation of the unit, except:

EXCLUDED: Ice makers, crushers, dispensers and related equipment - Internal shell - Racks - Shelves - Glass displays - Lights - Knobs and caps - Dials - Doors - Door seals and gaskets - Door hinges - Door handles - Glass - Condensation pans - Clogged drains and clogged lines - Grates - Food spoilage - Freon - Disposal and recapture of Freon.

8. SECOND REFRIGERATOR

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Ice makers, ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Line restrictions - Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/Visual equipment and Internet connection components.

9. SEPTIC SYSTEM

INCLUDED: Sewage ejector pump - Jet pump - Aerobic pump - Septic tank and line from house.

EXCLUDED: Leach lines - Field lines - Lateral lines - Tile fields and leach beds - Insufficient capacity - Clean out - Pumping.

VI. LIMITATIONS OF LIABILITY

1. The following are not included during the contract term: (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions.

2. CHW is not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.

3. At times it is necessary to open walls or ceilings to make repairs. The Service Provider obtained by CHW will close the opening, and return to a rough finish condition. CHW is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.

4. CHW is not responsible for the repair of any cosmetic defects or performance of routine maintenance.

5. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.

6. You may be charged an additional fee by the Service Provider to dispose of an old appliance, system or component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials.

7. CHW is not liable for service involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. CHW is not liable for any failure to obtain timely service due to conditions beyond its control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.

8. CHW is not liable for repair of conditions caused by chemical or sedimentary build up, rust or corrosion, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquakes, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.

9. CHW has the sole right to determine whether a covered system or appliance will be repaired or replaced. CHW is responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. CHW is not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, CHW will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. CHW reserves the right to locate parts at any time. For the first 30 days of the contract period, CHW is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, CHW will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. CHW reserves the right to rebuild a part or component, or replace with a rebuilt part or component.

10. CHW is not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured to be 13 BEER and/or 7.7 HSPF or higher compliant, CHW is not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state or local governments.

11. CHW is not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.

12. CHW is not liable for normal or routine maintenance. CHW will not pay for repairs or failures that result from the Contract holder's failure to perform normal or routine maintenance. For example, You are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement.

13. CHW is not liable for the repair or replacement of commercial grade equipment, systems or appliances (such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, and etc.).

14. CHW reserves the right to obtain a second opinion at its expense.

15. CHW is not responsible for any repair, replacement, installation, or modification of any covered system or appliance arising from a manufacturer's recall or defect of said covered item, nor any covered item while still under an existing manufacturer's, distributor's, or in-home warranty.

16. 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.

17. CHW is not responsible for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.

18. CHW will not pay for the repairs or replacement of any covered systems or appliances if they are inoperable as a result of known or unknown pre-existing conditions, deficiencies and/or defects.

19. You agree that CHW is not liable for the negligence or other conduct of the Service Provider, nor is CHW an insurer of Service Provider's performance. You also agree that CHW is not liable for consequential,

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Incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less.

VII. Mediation

In the event of a dispute over claims or coverage You agree to file a written claim with Choice Home Warranty and allow CHW thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration in the State of New Jersey.

Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

A. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action.

B. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the state of New Jersey under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

C. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1500 per claim, but in no event attorneys' fees.

D. Under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

VIII. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

A. CHW will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. CHW will not pay for the cost to obtain permits.

B. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, CHW is not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

IX. MULTIPLE UNITS AND INVESTMENT PROPERTIES

A. If the contract is for duplex, triplex, or fourplex dwelling, then every unit within such dwelling must be covered by a CHW contract with applicable optional coverage for coverage to apply to common systems and appliances.

B. If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

C. Except as otherwise provided in this section, common systems and appliances are excluded.

X. TRANSFER OF CONTRACT & RENEWALS

A. If your covered property is sold during the term of this contract You must notify CHW of the change in ownership and submit the name of the new owner by phoning 1-888-531-5403 in order to transfer coverage to the new owner.

B. You may transfer this contract at any time. There is no fee to transfer contract.

C. This contract may be renewed at the option of CHW and where permitted by state law. In that event, You will be entitled to the same yearly rate as the prior year, as well as the same trade service call fee.

D. If You select the monthly payment option and CHW elects to renew your contract, CHW will notify You of applicable rate and terms of renewal during the tenth month of your contract. You will automatically be renewed for a monthly coverage period unless You notify CHW in writing 30 days prior to the expiration of the contract. Your first payment for the next contract term will be construed as authorization for month-to-month charges.

XI. CANCELLATION

This is a maintenance agreement for repair, replacement, or partial replacement of the products listed that are deemed manufactured or sold by the manufacturer. This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty. You may cancel within the first 30 days of the order date for a refund of the paid contract fees, less a \$50 administrative fee and any service costs incurred by CHW.

This contract shall be non-cancelable by CHW except for:

1. Nonpayment of contract fees;
2. Nonpayment of Service Fee, as stated in Section III;
3. Fraud or misrepresentation of facts material by You to the issuance of this contract;
4. Mutual agreement of CHW and You. If canceled after 30 days, You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee and any service costs incurred by CHW. All cancellation requests must be submitted in writing.

Coverage Plans	Basic	Total
Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>
Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>
Air Conditioning System	<input type="checkbox"/>	<input type="checkbox"/>
Heating System	<input type="checkbox"/>	<input type="checkbox"/>
Water Heater	<input type="checkbox"/>	<input type="checkbox"/>
Electrical System	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing Stoppage	<input type="checkbox"/>	<input type="checkbox"/>
Built-In Microwave	<input type="checkbox"/>	<input type="checkbox"/>
Oven/Range/Stove	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>
Garbage Disposal	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling & Exhaust Fans	<input type="checkbox"/>	<input type="checkbox"/>
Ductwork	<input type="checkbox"/>	<input type="checkbox"/>
Garage Door Opener	<input type="checkbox"/>	<input type="checkbox"/>
Whirlpool Bathub	<input type="checkbox"/>	<input type="checkbox"/>
Optional Coverage: Pool/Spa, Additional Spa, Septic Tank Pumping, Septic System, Well Pump, Sump Pump, Central Vacuum, Limited Roof Leak, Standalone Freezer, Second Refrigerator.		

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BEFORE THE INSURANCE COMMISSIONER OF THE
STATE OF OKLAHOMA

STATE OF OKLAHOMA, ex rel. JOHN D.
DOAK, Insurance Commissioner.

Petitioner.

v.

CHOICE HOME WARRANTY,
an Unlicensed Service Warranty Company,

Respondent.

CASE NO. 11-0712-DIS

FILED

JAN 09 2012

INSURANCE COMMISSIONER
OKLAHOMA

CONSENT ORDER

THE STATE OF OKLAHOMA, ex rel. John D. Doak, Insurance Commissioner, by and
through counsel FINDS AND ORDERS AS FOLLOWS:

JURISDICTION

1. The Insurance Commissioner has jurisdiction of this cause, pursuant to the provisions of the Oklahoma Insurance Code, 36 O.S. §§ 101 et seq., including and in particular Title 36 O.S. § 6604, which covers the requirements for licensure and transactions subject to the Service Warranty Insurance Act.

2. Choice Home Warranty ("Respondent") is an unlicensed service warranty company who has solicited and sold service warranty contracts in the State of Oklahoma.

3. The Insurance Commissioner has jurisdiction over the subject matter raised in this dispute and may issue penalties pursuant to 36 O.S. §§ 6610 and 6613.



4. Respondent has been apprised of their rights including the right to a public hearing and has knowingly and freely waived said rights and entered into this Consent Order as a voluntary settlement of the issues and questions raised in the above captioned case.

STIPULATIONS OF FACT

1. The Insurance Commissioner issued to Respondent an Emergency Cease and Desist Order on July 29, 2010, pursuant to finding that Respondent was unauthorized to engage in the business of offering, providing, servicing, and entering service warranty agreements, service warranty contracts, indemnity agreements or indemnity contracts, and in violation of Article 6 of the Insurance Code (Authorization of Insurers), 36 O.S. §§ 601 *et seq.*; the Unauthorized Insurance Business Act, 36 O.S. §§ 6103.1 *et seq.*; and the Service Warranty Insurance Act, 36 O.S. §§ 6601 *et seq.*

2. Respondent does not hold any license, certificate of authority, or other authorization from the Oklahoma Insurance Department to engage in the business of offering, providing, servicing, and entering service warranty agreements, service warranty contracts, indemnity agreements or indemnity contracts.

3. Respondent entered into a Home Warranty Agreement, contract #387395833, of the type covered by the Service Warranty Insurance Act, 36 O.S. §§ 6601 *et seq.* with a citizen of Oklahoma, with an effective starting date of March 12th 2011.

4. Respondent was issued a Conditional Administrative Order which fined them the statutorily required amount of twenty-five thousand dollars (\$25,000) under Title 36 O.S. §6103.7.

5. Respondent has demonstrated their willingness to comply with Oklahoma law governing service warranty contracts by licensing an Oklahoma affiliate.

6. Respondent may only sell service warranty contracts through its affiliate, or other duly licensed entity.

7. Respondent may provide marketing services and any other service not requiring licensure under the Oklahoma Insurance Code.

CONCLUSION

Respondent violated Article 6 of the Insurance Code (Authorization of Insurers), 36 O.S. §§ 601 *et seq.*; the Unauthorized Insurance Business Act, 36 O.S. §§ 6103.1 *et seq.*; and the Service Warranty Insurance Act, 36 O.S. §§ 6601 *et seq.* after receiving a lawful Emergency Cease and Desist Order prohibiting the same and was duly fined for the violation.

ORDER

IT IS THEREFORE ORDERED by the Insurance Commissioner and CONSENTED to by Choice Home Warranty that Respondent shall pay a settlement fine in the amount of Fifteen Thousand Dollars (\$15,000.00) for the above mentioned violation of the Oklahoma Insurance Code. The fine is to be submitted to the Oklahoma Insurance Department within thirty (30) days of the date of receipt of this Order.

IT IS FURTHER ORDERED that notwithstanding any of the above orders to the contrary, Respondent shall pay all valid claims and refunds that arise pursuant to service warranty agreements and/or contracts in Oklahoma.

IT IS FURTHER ORDERED that this Order is effective immediately and shall

continue in full force and effect until further Order of the Commissioner. This Order is binding on Respondent, its agents, affiliates, employees, and/or other representatives, both current and successor, whether named or unnamed herein.

IT IS FURTHER ORDERED that notwithstanding anything contained herein to the contrary, any sale of service warranty agreements and/or contracts in Oklahoma by Respondent prior to the effective date of this Order, shall not be deemed to constitute a violation of any Oklahoma law governing service warranty contracts, provided Respondent provides the Insurance Department with a list of current open service warranty contracts and Respondent has/will also transfer all rights and obligations of those contracts to its licensed affiliate in a form approved by the Commissioner and Insurance Department.

Respondent is further notified that the above referenced July 29, 2010 Emergency Cease and Desist Order is still in effect.

Respondent is further notified that **THIS FINE REFLECTS A SETTLEMENT OF ONLY THE ABOVE REFERENCED VIOLATION** of the Emergency Cease and Desist Order, and that any future violations resulting from the sale of new service warranty contracts through an unlicensed entity will also be assessed and fined by the Insurance Commissioner.

Respondent is further notified that the settlement fine must be submitted within 30 days of the date of receipt of this order, otherwise, on the 31st day, this agreement becomes void and the full \$25,000 fine will be assessed against Respondent. Payment of the fine should be made by check to the Oklahoma Insurance Department and reference Case No. 11-0712-DIS in the memo line.

Respondent is further notified that it may request a hearing within 30 days of the receipt of this Order concerning this action, and upon such request the Insurance Department shall

conduct a hearing before an independent hearing examiner. A request for hearing shall be made in writing to Mark A. Willingham, Oklahoma Insurance Department, Legal Division, 3625 NW 56th Suite 100, Oklahoma City, Oklahoma 73112 and state the basis for requesting the hearing.

If Respondent does not request a hearing and pays the settlement fine within the 30 days allotted, this Order shall be a **FINAL ORDER** on the 31st day following the receipt of the Order.

WITNESS My Hand and Official Seal this 29th day of December 11.




Judge Damon Freeman
Hearing Examiner


Victor Mandalawi
Representative of Respondent

Darren Oyed, Esq.
Attorney for Respondent


Mark A. Willingham, OBA No. 22769
Attorney for Petitioner

CERTIFICATE OF SERVICE

This is to certify that on the date of filing, I, Mark A. Willingham, mailed a true and correct copy of the foregoing Consent Order and Notice of Right to Be Heard by certified mail, return receipt requested, postage prepaid, on this 9th day of January, 2012 to:

Darren Oved, Esq.
Attorney for Respondent
401 Greenwich Street
New York, New York 10013



Mark A. Willingham

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

7001 0320 0004 4250 5650

Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Post

Sent ☐ ☒ ☐
 Street, Apt. or PO Box
 City, State

Darren Oved, Esq.
Attorney for Respondent
401 Greenwich St.
New York, NY 10013
sms/11-0712-DIS/Const. Ord.

STATION KING
 JAN 09 2012
 OK 73105

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>RECEIVED OKLAHOMA INSURANCE DEPARTMENT Legal Dept. JAN 19 2012</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>Darren Oved, Esq. Attorney for Respondent 401 Greenwich St. New York, NY 10013 sms/11-0712-DIS/Const. Ord.</p>		<p>is delivery address different from item 1? <input type="checkbox"/> Yes delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7001 0320 0004 4250 5650</p>			

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-44-1540

AA003174
 CHW073061

POLICY TRANSFER FORM**CHOICE HOME WARRANTY**

Please fax completed Transfer Form to: (732) 520-6461

~~Transfer From:~~Policy Number: 919157764 EXP. 2/16/2014Name: CLIFFORD LUSSIERCoverage Address: 13444 PRAIRIE VIEW LNCity, State Zip: OKLAHOMA CITY, OK 73142Property Type (i.e. Single Family, Townhouse): SINGLE FAMILYHome Phone: 405-722-3507 Work Phone: _____E-mail: apacheflat@sbcglobal.net~~Transfer To:~~Name: KENT JOHNSONMailing Address: 6808 NW 135TH TERRACECity, State Zip: OKLAHOMA CITY, OK 73142Home Phone: 405-823-7331 Work Phone: _____E-mail: bigsteer@cox.net

I have read and understood all the terms & conditions listed in the User Agreement located at www.ChoiceHomeWarranty.com and agree to be bound by them. By signing below, I acknowledge that I am of legal age, have provided true and complete information, and have received a copy of the User Agreement.

Print Name: _____

Signature: [Signature] Date: 3-1-13

No charge

~~Choice Home Warranty is not responsible for any loss or damage to property or personal liability resulting from the use of this form.~~

CHOICE HOME WARRANTY
 510 Thornall Street • Edison, NJ 08837 • Toll Free: (888) 531-5403



AA003175
 CHW073062

July 13, 2013

Kent Johnson

13444 Prairie View Lane

Oklahoma City, OK, 73142

Re: Claim #50683544

I purchased this house, the address of which is listed above, on March 1, 2013. Prior to the purchase, the house was inspected and Consumer Home Warranty underwrote the HOW policy that was purchased by the seller and provided to me by your company.

Sometime during the night of July 8th, the air conditioning unit quit operating. Because outdoor temperatures were 101+ in Oklahoma at the time (I woke up to temperatures inside my house of 84 degrees at 7 a.m.), I did not have the option of seeing how your company would respond so I contacted a technician from Air Comfort Solutions, a very reputable firm in Oklahoma City. I believed the unit would only need minor servicing. Air Comfort Solutions came out on July 9th and indicated the complete unit needed to be replaced.

I contacted your company on July 9th and my technician talked to your staff, explaining that the capacitor went out. At that time, the staff members we spoke with said the unit had likely not been maintained properly. My technician told your staff there was no rust, no dirt, and no indication of improper maintenance and that it was only approximately 9 years old. The indicated staff member said that the company would get back in contact with us that day. When I did not hear back from your staff that night, or the next day, I called the company and learned the company denied my claim saying the unit was not maintained properly. I find it an erroneous assumption that you may be able to determine over the phone, having never laid eyes on the unit, that it was in a state of disrepair. The company did not even offer to have a technician make an independent determination.

I have included the bill detailing work completed (totaling \$5587.00), a short note from the technician explaining what he found, as well as an email from the previous owner stating that the unit was serviced by your staff/associates for this same part on 8/22/2010 and all recommended owner maintenance procedures were completed. Please be aware that I will be making copies of all our correspondence and will be filing formal complaints with the Better Business Bureau (BBB) and the Insurance Commission. If that is not sufficient, I will seek legal counsel for further assistance because I believe your company took on this insurance policy in good faith and I accepted it in good faith. I believe a fair resolution is possible and look forward to working with you in order to resolve this issue.

I rest,



Kent M. Johnson

405-823-7331



AA003176
CHW073063

LAW OFFICES
PAIN AND GARLAND

III S. W. SECOND

P. O. BOX 158

ANADARKO, OKLAHOMA 73005

LESLIE PAIN (1913-2005)

JOHN W. GARLAND

RICHARD A. WILLIAMS

TELEPHONES (405) 247-3365

(405) 247-3368

FAX (405) 247-7177

email: jwgarland@sbcglobal.net

September 10, 2013

Choice Home Warranty
510 Thornall Street
Edison, New Jersey 08837

Re: Kent Johnson
13444 Prairie View Lane
Oklahoma City, OK 73142
Policy #919157764

Gentlemen:

On July 13, 2013, Mr. Kent Johnson wrote your company and referred to claim number 50683544 to request payment for the loss of his air conditioning unit. Mr. Johnson has not received a written response from his letter.

Mr. Johnson notified your company as required by article three of your Choice Home Warranty policy. The company failed to comply with

III.B by sending a service provider to his residence to determine the loss by Mr. Johnson.

Mr. Johnson completed the replacement of his air conditioning unit at a total cost of \$5587.00.

You have also been furnished information to show that the air conditioning unit had been properly maintained since you issued the policy to Mr. Clifford Lussier. Policy did not expire until February 16, 2014.

You have also failed to mediate this problem in good faith with Mr. Johnson as required by your policy.

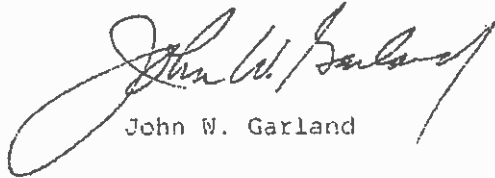


AA003177
CHW073064

Mr. Johnson is making demand for all sums due to him under the policy. You may contact me or Mr. Johnson concerning this matter. Mr. Johnson may be reached at 405-823-7331, or at the address shown above.

This matter is also being referred to the State Insurance Commissioner for assistance in resolving this claim.

Sincerely,



John W. Garland

JWG:cw

CC: Kent Johnson
13444 Prairie View Lane
Oklahoma City, OK 73142

LAW OFFICES
PAIN AND GARLAND

III S. W. SECOND

P. O. BOX 158

ANADARKO, OKLAHOMA 73005

V
LESLIE PAIN (1913-2005)
JOHN W. GARLAND
RICHARD A. WILLIAMS

TELEPHONES (405) 247-3365
(405) 247-3368
FAX (405) 247-7177
email: jwgarland@abcglobal.net

September 10, 2013

Oklahoma State Insurance Dept
Suite 100, 3625 NW 56th St.
P.O. Box 53408
Oklahoma City, OK 73152-3408

Oklahoma Insurance Department
RECEIVED
SEP 18 2013
Consumer Assistance Division

Gentlemen:

Enclosed is a copy of the letter that Mr. Kent Johnson wrote to Choice Home Warranty to cover the cost of the replacement of an air conditioning unit that was insured by Choice Home Warranty. Mr. Johnson has not received a response to his letter. Mr. Johnson also had the unit inspected and it was determined that he had not failed to properly maintain the unit. The company is refusing to mediate with Mr. Johnson or pay his claim. Could you please assist Mr. Johnson in resolving this issue without going to New Jersey for mediation. You will also find enclosed a copy of the letter that we wrote to Choice Home Warranty and a copy of Mr. Johnson's policy.

Sincerely,


John W. Garland

JWG:cw
Encl.

CC: Kent Johnson
13444 Prairie View Lane
Oklahoma City, OK 73142

CC: Choice Home Warranty
510 Thornall Street
Edison, New Jersey 08837



AA003179
CHW073066

Governor
Mary Fallin



Insurance Commissioner
John Doak

Oklahoma Insurance Department
State of Oklahoma

October 9, 2013

CHOICE HOME WARRANTY
510 THORNALL ST
EDISON NJ 08837

RE: JOHN GARLAND
OID FILE NUMBER:41880

Dear Ladies and Gentlemen:

Enclosed you will find a copy of a Request for Assistance we have received from the above inquirer. Please review this correspondence and advise this office of your position. We ask that you use our file number on all correspondence concerning this inquiry.

Section 1250.4 (B) of the Oklahoma Insurance Code requires that your company provide this Department with an adequate written explanation regarding your position taken in this matter. Your response must be received by this office no later than thirty (30) days from the date of this letter.

Your response must include the full name of the insuring company and the corresponding NAIC company code. This will ensure that we associate the record of the complaint with the appropriate entity.

We also request that you provide a copy of the policy in question, and further request that you provide a specific contact person who will be handling this matter, their direct telephone number and e-mail address.

Thank you in advance for your assistance and your timely response. This department looks forward to working with you in resolving the insurance problems of this consumer.

Sincerely,

Jason Johnston CIC CISR
Sr. Claims Process Reviewer
Consumer Assistance/Claims Division
Jason.Johnston@oid.ok.gov
(405)521-2991 Phone (405) 521-6652 Fax

Enclosure



Problem Reports by Respondent Inquiry

Summary

25	1	24
PROBLEM REPORTS	PROBLEM REPORT OPEN	PROBLEM REPORTS CLOSED

Filter Criteria

PROBLEM REPORTS OPENED BETWEEN:	01-01-2000 and 03-08-2017
RESPONDENT:	CHOICE HOME WARRANTY
RESPONDENT NAIC ID:	
RESPONSIBLE SECTION:	Consumer Services
COMPLAINT CONFIRMED:	Not Specified

Report Properties

SORT 1:	Date Opened, Descending
SORT 2:	Problem Report ID, Descending
PERFORMED ON:	Wed Mar 08 13:52:46 CST 2017

CHW072184

AA003181

01-08-2017

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 CONFIRMED	REASON CATEGORY	REASON TYPES	DISPOSITION DATE	DISPOSITION TYPE	DISPOSITION AMOUNT
30603	Miscellaneous	12-06-2016	Complaint	Open		WELLS, NORMA BAKER			Claim Handling	Denial of Claim			
34576	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	01-15-2015	Complaint	Closed	08-04-2015	Anderson, Jeff		N	Claim Handling	Denial of Claim	08-04-2015	No Further Action Req/Ref	\$0.00
33683	Miscellaneous	09-23-2014	Complaint	Closed	10-23-2014	OLEBRICE, BERVENS		N	Claim Handling	Denial of Claim	10-23-2014	Company Position Upheld	\$0.00
33222	Miscellaneous	07-31-2014	Complaint	Closed	09-04-2014	CADET, ELIZABETTE		N	Claim Handling	Delay Denial of Claim	09-04-2014	Company Position Upheld	\$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 Overturned	\$600.00
32980	Miscellaneous	07-03-2014	Complaint	Closed	07-09-2014	Sisolak, Lori Garland		N	Claim Handling	Denial of Claim	07-09-2014	Company Position Upheld	\$0.00
32438	Homeowners	04-29-2014	Complaint	Closed	05-07-2014	GANDHI, KAMLESH		N	Claim Handling	Denial of Claim	08-07-2014	Company Position Upheld	\$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 Overturned	\$5,148.00
31488	Miscellaneous	01-10-2014	Complaint	Closed	04-03-2014	Madriga, Ronald		N	Marketing & Sales	State Specific	04-03-2014	Compromised Settlement/Resol.	\$4,848.00
31403	Homeowners	01-04-2014	Complaint	Closed	03-06-2014	Opp, Clint		Y	Claim Handling	Delay	03-06-2014	Compromised Settlement/Resol.	\$7,296.00
31326	Miscellaneous	12-19-2013	Complaint	Closed	02-24-2014	KUPIEC, ATCHER SERVICE		N	Claim Handling	Delay	02-24-2014	No Further Action Req/Ref	\$0.00
31193	Miscellaneous	12-02-2013	Complaint	Closed	01-21-2014	MANCUS, ROBERT		N	Claim Handling	Denial of Claim	01-21-2014	Company Position Upheld	\$0.00
30383	Homeowners	08-05-2013	Complaint	Closed	09-19-2013	Price, patrick		N	Claim Handling	Delay Denial of Claim	09-19-2013	Company Position Upheld	\$0.00
30383	Homeowners	08-05-2013	Complaint	Closed	09-19-2013	Price, patrick		N	Claim Handling	Delay Denial of Claim	09-19-2013	No Further Action Req/Ref	\$0.00
30172	Miscellaneous	07-18-2013	Complaint	Closed	08-20-2013	BLONSKY, PAUL		N	Claim Handling	Denial of Claim	08-20-2013	Company Position Upheld	\$0.00
30172	Miscellaneous	07-18-2013	Complaint	Closed	08-20-2013	BLONSKY, PAUL		N	Claim Handling	Denial of Claim	08-20-2013	No Further Action Req/Ref	\$0.00
30130	Miscellaneous	07-12-2013	Complaint	Closed	09-20-2013	Bowen, Darrell Leroy		Y	Claim Handling	Co-pay Issues	09-20-2013	Refund	\$200.00
28532	Miscellaneous	04-25-2013	Complaint	Closed	05-14-2013	STENTA, CARL		N	Policyholder Service	Premium Refund	05-14-2013	Company Position Upheld	\$0.00
29481	Miscellaneous	04-11-2013	Complaint	Closed	05-16-2013	KEARNEY, PENNY		Y	Claim Handling	Delay	05-16-2013	Referred for Disciplinary Act.	\$0.00
29361	Miscellaneous	03-26-2013	Complaint	Closed	04-17-2013	MONGIOI, JAMES		N	Claim Handling	Adjuster Not Responding Denial of Claim	04-17-2013	Company Position Upheld	\$0.00
27679	Miscellaneous	07-16-2012	Complaint	Closed	08-01-2012	ROSALES, RENE I		N	Claim Handling	Delay Denial of Claim	08-01-2012	Contract Provision	\$0.00
26776	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
26776	Miscellaneous	02-22-2012	Complaint	Closed	04-23-2012	SLOAN, RODNEY		Y	Claim Handling	Denial of Claim	04-23-2012	Recovery	\$845.00
26776	Miscellaneous	02-22-2012	Complaint	Closed	04-23-2012	SLOAN, RODNEY		Y	Claim Handling	Denial of Claim	04-23-2012	Referred for Disciplinary Act.	\$0.00
26809	Miscellaneous	01-27-2012	Complaint	Closed	04-26-2012	SOUTHWEST POOL		Y	Claim Handling	Delay	04-26-2012	Claim Settled	\$0.00
26809	Miscellaneous	01-27-2012	Complaint	Closed	04-26-2012	SOUTHWEST POOL		Y	Claim Handling	Delay	04-26-2012	Recovery	\$3,100.00
25567	Miscellaneous	07-13-2011	Complaint	Closed	08-29-2011	DER BOGHOSIAN, RUPEN		Y	Marketing & Sales	Not Licensed	08-29-2011	Compromised Settlement/Resol.	\$350.00
25567	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
22745	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
21518	Miscellaneous	08-12-2009	Complaint	Closed	12-31-2009	RILEY, THOMAS E		Y	Claim Handling	Delay	12-31-2009	Recovery	\$642.00
21228	Miscellaneous	07-07-2009	Complaint	Closed	07-07-2009	BURNS, BOBBY		Y	Claim Handling	Delay	07-07-2009	Apparent Unlicensed Activity	\$0.00
21226	Miscellaneous	07-07-2009	Complaint	Closed	07-07-2009	BURNS, BOBBY		Y	Marketing & Sales	Unauthorized Entry	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 Entry	07-07-2009	Referred for Disciplinary Act.	\$0.00

CHW072185

AA003182

Problem Reports by Respondent Inquiry

Summary

63	2	61
PROBLEM REPORTS	PROBLEM REPORTS OPEN	PROBLEM REPORTS CLOSED

Filter Criteria

PROBLEM REPORTS OPENED BETWEEN:	01-01-2000 and 03-08-2017
RESPONDENT:	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.
RESPONDENT NAIC ID:	
RESPONSIBLE SECTION:	Consumer Services
COMPLAINT CONFIRMED:	Not Specified

Report Properties

SORT 1:	Date Opened, Descending
SORT 2:	Problem Report ID, Descending
PERFORMED ON:	Wed Mar 08 13:26:53 CST 2017

CHW072186

AA003183

Problem Reports by Respondent Inquiry

PROBLEM REPORT ID	COVERAGE TYPE	DATE OPENED	PROBLEM REPORT TYPE	STATUS	DATE CLOSED	COMPLAINANT NAME	FINDING TYPE	COMPLAINT CONFIRMED	REASON CATEGORY	REASON TYPES	DISPOSITION DATE	DISPOSITION TYPE	DISPOSITION AMOUNT
47389	Miscellaneous	03-01-2017	Complaint	Open		Cannon, Almee		N	Claim Handling	Denial of Claim			
46603	Miscellaneous	12-06-2016	Complaint	Open		WILLS, NORMA BAKER							
40351	Miscellaneous	11-07-2016	Complaint	Closed	12-29-2016	TAVAKOLI, MARYAM		N	Claim Handling	Unsatisfactory Settle Offer	12-29-2016	Company Position Upheld	\$0.00
40351	Miscellaneous	11-07-2016	Complaint	Closed	12-29-2016	TAVAKOLI, MARYAM		N	Claim Handling	Unsatisfactory Settle Offer	12-29-2016	No Further Action Req/Rcd	\$0.00
40049	Miscellaneous	10-04-2016	Complaint	Closed	12-19-2016	Coleman, Glyn Kenneth		N	Claim Handling	Denial of Claim	12-19-2016	Contract Provision	\$0.00
40049	Miscellaneous	10-04-2016	Complaint	Closed	12-19-2016	Coleman, Glyn Kenneth		N	Claim Handling	Denial of Claim	12-19-2016	No Further Action Req/Rcd	\$0.00
39803	Miscellaneous	10-04-2016	Complaint	Closed	11-30-2016	GREENLEE, MARY JO		N	Claim Handling	Delay	11-30-2016	Compromised Settlement/Resol.	\$1,300.00
39803	Miscellaneous	10-04-2016	Complaint	Closed	11-30-2016	GREENLEE, MARY JO		N	Claim Handling	Delay	11-30-2016	No Further Action Req/Rcd	\$0.00
39864	Miscellaneous	09-20-2016	Complaint	Closed	12-12-2016	MCCANN, KAY		N	Policyholder Service	Premium Refund	12-12-2016	Compromised Settlement/Resol.	\$103.00
39804	Miscellaneous	09-09-2016	Complaint	Closed	10-26-2016	Mehraji, Samin		N	Claim Handling	Denial of Claim	10-26-2016	Company Position Upheld	\$0.00
39738	Miscellaneous	09-01-2016	Complaint	Closed	10-04-2016	GOOD, ADAM		N	Claim Handling	Denial of Claim	10-04-2016	Contract Provision	\$0.00
39711	Miscellaneous	08-29-2016	Complaint	Closed	09-30-2016	Joan, William Arthur Jr		N	Claim Handling	Denial of Claim	09-30-2016	Company Position Upheld	\$0.00
39487	Miscellaneous	08-02-2016	Complaint	Closed	08-17-2016	Bernardo, Paul A.		N	Claim Handling	State Specific Unsatisfactory Settle Offer	08-17-2016	Contract Provision	\$0.00
39302	Miscellaneous	07-12-2016	Complaint	Closed	07-25-2016	TROMBETTA, ANTHONY V		Y	Claim Handling	Denial of Claim	07-12-2016	Compromised Settlement/Resol.	\$1,500.00
39209	Miscellaneous	06-28-2016	Complaint	Closed	09-09-2016	COPPOLA, RALPH STEPHEN		N	Claim Handling	Delay	09-09-2016	Company Position Upheld	\$0.00
39176	Miscellaneous	06-23-2016	Complaint	Closed	06-27-2016	COPPOLA, RALPH STEPHEN		N	Claim Handling	Delay	06-27-2016	State Specific	\$0.00
39154	Miscellaneous	06-22-2016	Complaint	Closed	06-27-2016	COPPOLA, RALPH S		N	Claim Handling	Delay	06-27-2016	State Specific	\$0.00
39126	Miscellaneous	06-20-2016	Complaint	Closed	08-10-2016	COPPOLA, RALPH STEPHEN		Y	Claim Handling	Delay	08-09-2016	Compromised Settlement/Resol.	\$1,500.00
39063	Miscellaneous	06-11-2016	Complaint	Closed	06-30-2016	Ostrovsky, Semyon		N	Policyholder Service	Premium Refund	06-30-2016	Compromised Settlement/Resol.	\$250.00
39063	Miscellaneous	06-09-2016	Complaint	Closed	06-30-2016	Serebriany, Gary		N	Policyholder Service	Premium Refund	06-30-2016	Compromised Settlement/Resol.	\$400.00
39050	Miscellaneous	06-03-2016	Complaint	Closed	07-01-2016	Zamant, Amir M		N	Claim Handling	Denial of Claim	07-01-2016	No Further Action Req/Rcd	\$0.00
39006	Miscellaneous	06-06-2016	Complaint	Closed	06-06-2016	Green, Ken		N	Claim Handling	Delay	06-06-2016	No Further Action Req/Rcd	\$0.00
39004	Miscellaneous	06-06-2016	Complaint	Closed	07-26-2016	GREEN, KEN		Y	Claim Handling	Delay	07-26-2016	Compromised Settlement/Resol.	\$0.00
38808	Miscellaneous	04-20-2016	Complaint	Closed	05-19-2016	PERRY, MIKI		N	Claim Handling	Denial of Claim Unsatisfactory Settle Offer	05-19-2016	No Further Action Req/Rcd	\$0.00
38490	Miscellaneous	04-05-2016	Complaint	Closed	07-06-2016	BRENNAN, GEORGE		N	Claim Handling	Denial of Claim	07-06-2016	Company Position Upheld	\$0.00
38490	Miscellaneous	04-05-2016	Complaint	Closed	07-06-2016	BRENNAN, GEORGE		N	Claim Handling	Denial of Claim	07-06-2016	Contract Provision	\$0.00
38150	Miscellaneous	02-28-2016	Complaint	Closed	04-01-2016	Tagle, Tim John		N	Claim Handling	Denial of Claim	04-01-2016	Company Position Upheld	\$0.00
38150	Miscellaneous	02-28-2016	Complaint	Closed	04-01-2016	Tagle, Tim John		N	Claim Handling	Denial of Claim	04-01-2016	Contract Provision	\$0.00
37701	Miscellaneous	01-11-2016	Complaint	Closed	01-26-2016	COLUCCI, HENRY		N	Claim Handling	Denial of Claim	01-26-2016	Company Position Upheld	\$0.00
37701	Miscellaneous	01-11-2016	Complaint	Closed	01-26-2016	COLUCCI, HENRY		N	Claim Handling	Denial of Claim	01-26-2016	Contract Provision	\$0.00
37651	Miscellaneous	01-06-2016	Complaint	Closed	01-25-2016	De La Cruz, Xochil Rocio		N	Marketing & Sales	State Specific	01-25-2016	No Further Action Req/Rcd	\$0.00
37469	Miscellaneous	12-15-2015	Complaint	Closed	01-28-2016	OLBRICE, BERVENS		Y	Claim Handling	Denial of Claim	01-28-2016	Compromised Settlement/Resol.	\$930.00
37482	Miscellaneous	12-14-2015	Complaint	Closed	01-26-2016	ROGOFF, MARCENE		N	Claim Handling	Delay Denial of Claim	01-26-2016	Company Position Upheld	\$0.00
37482	Miscellaneous	12-14-2015	Complaint	Closed	01-26-2016	ROGOFF, MARCENE		N	Claim Handling	Delay Denial of Claim	01-26-2016	Contract Provision	\$0.00
37177	Miscellaneous	11-05-2015	Complaint	Closed	12-15-2015	BENWAY, DANIEL		N	Claim Handling	Denial of Claim	12-15-2015	Company Position Upheld	\$0.00
37091	Miscellaneous	10-27-2015	Complaint	Closed	02-17-2016	CHEN, HUI		N	Claim Handling	Denial of Claim	02-17-2016	Company Position Upheld	\$0.00
37091	Miscellaneous	10-27-2015	Complaint	Closed	02-17-2016	CHEN, HUI		N	Claim Handling	Denial of Claim	02-17-2016	Contract Provision	\$0.00
36927	Miscellaneous	10-09-2015	Complaint	Closed	11-05-2015	Clevenger, John Dean		N	Claim Handling	Denial of Claim	11-05-2015	Company Position Upheld	\$0.00
36849	Miscellaneous	09-29-2015	Complaint	Closed	02-29-2016	Miller, Suzy		N	Claim Handling	Denial of Claim	02-29-2016	Contract Provision	\$0.00
36849	Miscellaneous	09-29-2015	Complaint	Closed	02-29-2016	Miller, Suzy		N	Claim Handling	Denial of Claim	02-29-2016	No Further Action Req/Rcd	\$0.00
36816	Miscellaneous	09-24-2015	Complaint	Closed	10-29-2015	Simmons, Jackie		N	Policyholder Service	Premium Refund	10-29-2015	Claim Settled	\$0.00
36485	Miscellaneous	08-18-2015	Complaint	Closed	09-25-2015	COPPOLA, RALPH S		N	Claim Handling	Adjuster Handling Delay	09-25-2015	Company Position Upheld	\$0.00
36481	Miscellaneous	08-18-2015	Complaint	Closed	09-25-2015	HERNANDEZ, JOSE		Y	Claim Handling	Delay	09-25-2015	Compromised Settlement/Resol.	\$1,179.00

CHW072187

AA003184

03-06-2017

Problem Reports by Respondent Inquiry

Page 1 of 4

PROBLEM REPORT ID	COVERAGE TYPE	DATE OPENED	PROBLEM REPORT TYPE	STATUS	DATE CLOSED	COMPLAINANT NAME	FINDING TYPE	COMPLAINT CONFIRMED	REASON CATEGORY	REASON TYPES	DISPOSITION DATE	DISPOSITION TYPE	DISPOSITION AMOUNT
35436	Miscellaneous	08-13-2015	Complaint	Closed	09-28-2015	ADAMS, D.J.		Y	Claim Handling	Delay Denial of Claim	09-28-2015	Compromised Settlement/Resol.	\$760.00
36369	Miscellaneous	08-08-2015	Complaint	Closed	12-09-2015	Nievera, Gerald		N	Claim Handling	Denial of Claim	08-25-2015	Company Position Upheld	\$0.00
39305	Miscellaneous	07-28-2015	Complaint	Closed	09-26-2015	CORPOLA, RALPH S		Y	Claim Handling	Denial of Claim	09-28-2015	Company Position Upheld	\$0.00
36139	Miscellaneous	07-14-2015	Complaint	Closed	07-16-2015	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 Req/Rqd	\$0.00
36049	Miscellaneous	07-06-2015	Complaint	Closed	11-18-2015	BENWAY, DANIEL		Y	Claim Handling	Delay	11-18-2015	Claim Settled	\$1,600.00
35641	Miscellaneous	05-19-2015	Complaint	Closed	09-25-2015	HEIDI, RICHARD		N	Claim Handling	Denial of Claim	09-25-2015	Company Position Upheld	\$0.00
36641	Miscellaneous	05-19-2015	Complaint	Closed	09-25-2015	HEIDI, RICHARD		N	Claim Handling	Denial of Claim	09-25-2015	No Further Action Req/Rqd	\$0.00
35480	Miscellaneous	05-07-2015	Complaint	Closed	06-17-2015	Kuo, Kelvin		N	Claim Handling	Delay	08-17-2015	Claim Settled	\$65.00
35489	Miscellaneous	05-01-2015	Complaint	Closed	06-17-2015	Kuo, Kelvin		N	Claim Handling	Delay	08-04-2015	No Further Action Req/Rqd	\$0.00
34993	Miscellaneous	02-26-2015	Complaint	Closed	04-06-2015	Padriani, Keshi		N	Claim Handling	Denial of Claim	04-06-2015	No Further Action Req/Rqd	\$0.00
34922	Miscellaneous	02-26-2015	Complaint	Closed	03-24-2015	BEU, DAHIELA		N	Claim Handling	Delay State Specific	03-24-2015	Company Position Upheld	\$0.00
34743	Miscellaneous	02-05-2015	Complaint	Closed	03-20-2015	Anderson, Jeff		N	Claim Handling	Denial of Claim	03-20-2015	No Further Action Req/Rqd	\$0.00
34575	Miscellaneous	01-15-2015	Complaint	Closed	08-04-2015	Anderson, Joff		N	Claim Handling	Delay Denial of Claim	08-04-2015	Insufficient Information	\$0.00
34575	Miscellaneous	01-15-2015	Complaint	Closed	08-04-2015	Anderson, Joff		N	Claim Handling	Delay Denial of Claim	08-04-2015	No Further Action Req/Rqd	\$0.00
34445	Miscellaneous	01-01-2015	Complaint	Closed	05-11-2015	Warrington, Gary		N	Claim Handling	Denial of Claim	03-11-2015	No Further Action Req/Rqd	\$0.00
34163	Miscellaneous	11-18-2014	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 State Specific	12-19-2014	Company Position Upheld	\$0.00
33883	Miscellaneous	09-24-2014	Complaint	Closed	10-23-2014	OLEBRICE, BERVENS		N	Claim Handling	Denial of Claim	10-23-2014	Company Position Upheld	\$0.00
33598	Homeowners	09-10-2014	Complaint	Closed	10-07-2014	wagner, paul		N	Claim Handling	Delay Denial of Claim	10-07-2014	Company Position Upheld	\$0.00
33598	Homeowners	09-10-2014	Complaint	Closed	10-07-2014	wagner, paul		N	Marketing & Sales	Duplication of Coverage	10-07-2014	Company Position Upheld	\$0.00
33222	Miscellaneous	07-31-2014	Complaint	Closed	09-04-2014	CADET, ELIZABETTE		N	Claim Handling	Delay Denial of Claim	09-04-2014	Company Position Upheld	\$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 Overturned	\$500.00
32980	Miscellaneous	07-03-2014	Complaint	Closed	07-09-2014	Sisolak, Lori Garland		N	Claim Handling	Denial of Claim	07-09-2014	Company Position Upheld	\$0.00
31468	Miscellaneous	01-10-2014	Complaint	Closed	04-03-2014	Madruza, Ronald		N	Marketing & Sales	State Specific	04-03-2014	Compromised Settlement/Resol.	\$4,846.00
29026	Miscellaneous	02-07-2013	Complaint	Closed	03-04-2013	MEREDITH, DONALD		N	Claim Handling	Denial of Claim	03-04-2013	Company Position Upheld	\$80.00
28724	Miscellaneous	12-21-2012	Complaint	Closed	01-22-2013	SOKOLOSKI, DAVID		N	Claim Handling	Adverse Benefit Determination Denial of Claim	01-22-2013	Information Furnished/Expanded	\$0.00
27518	Miscellaneous	06-14-2012	Complaint	Closed	07-02-2012	CZELUSNIAK, EDITH M		Y	Claim Handling	Denial of Claim	07-02-2012	Contract Provision	\$0.00
27518	Miscellaneous	06-14-2012	Complaint	Closed	07-02-2012	CZELUSNIAK, EDITH M		Y	Claim Handling	Denial of Claim	07-02-2012	Refund	\$136.00
26984	Miscellaneous	03-28-2012	Complaint	Closed	04-19-2012	MILLER, MOLLIE		N	Claim Handling	Delay	04-19-2012	Advised Complainant	\$0.00
26984	Miscellaneous	03-28-2012	Complaint	Closed	04-19-2012	MILLER, MOLLIE		N	Claim Handling	Delay	04-19-2012	Contract Provision	\$0.00
26946	Miscellaneous	03-20-2012	Complaint	Closed	04-19-2012	ZABETI, PEYMAN		Y	Policyholder Service	Coverage Question	04-19-2012	Compromised Settlement/Resol.	\$200.00
26767	Miscellaneous	02-21-2012	Complaint	Closed	03-01-2012	PORRINO, STEPHEN F		N	Claim Handling	Denial of Claim	03-01-2012	Contract Provision	\$0.00
26107	Miscellaneous	10-27-2011	Complaint	Closed	12-12-2011	SMITH, CHRISTINA		Y	Claim Handling	Delay	12-12-2011	Recovery	\$240.00
25806	Miscellaneous	07-20-2011	Complaint	Closed	07-27-2011	YATES, BUD		Y	Claim Handling	Delay	07-27-2011	Claim Settled	\$134.00
25442	Miscellaneous	06-23-2011	Complaint	Closed	07-27-2011	YI, HYUN		Y	Marketing & Sales	Misleading Advertising Not Licensed	07-27-2011	Refund	\$0.00

CHW072188

AA003185



HOME WARRANTY ADMINISTRATORS

Nevada Claims Statistics 2011 – Current

AA003186

Year	Customers	Claims	Approved	Denied	Approval Rate	Complaints	Complaint Rate
2011	1,213	2,297	1,815	482	79.02%	3	0.131%
2012	1,840	4,255	3,397	858	79.84%	8	0.188%
2013	2,192	6,389	5,236	1,153	81.95%	8	0.125%
2014	2,894	8,724	7,584	1,140	86.93%	10	0.115%
2015	5,683	13,437	11,858	1,579	88.25%	20	0.149%
2016	5,591	19,050	17,093	1,957	89.73%	21	0.110%
2017	4,476	15,697	14,362	1,335	91.50%	1	0.006%
TOTALS	23,889	69,849	61,345	8,504	87.83%	71	0.102%

1/3/2011 11:52	Sophie Parise	Henderson	NV	89012	This was my first claim with Choice warranty and I was very pleased with the service I received from Choice and the service contractor that was assigned to my repair.
1/11/2011 12:21	Russel Rahman	Las Vegas	NV	89166	CHW takes my issues seriously and promptly finds contractors. Yesterday my heater went out and contractors fixed it before the winter chill kicked in.
1/13/2011 10:23	James Snyder	Las Vegas	NV	89110	Prompt and timely response from the Choice Home Warranty Company. Efficient and professional services from the service contractor. Thank you.
1/16/2011 18:18	Melissa Mesh	Henderson	nv	89014	Choice Home Warranty was very helpful and efficient in dealing with the disaster on our roof! Shortly after joining this company, our heating units both gave out. Choice Home Warranty sent a very professional, reliable company to help deal with our disaster.
1/18/2011 14:58	FERNANDO FORTES	LAS VEGAS,	NV	89147	When it came to handling my claim, CHW were the honest professionals that took care of the job perfectly. The customer service was courteous and attentive. In fact, when I called, they took great care and consideration of my problem. The contractor arrived right on time and went the distance to get things fixed. I highly recommend Choice Home Warranty to anyone who is looking for the absolute best service. Thank you CHW!
1/20/2011 18:36	Viet Do	Las Vegas	NV	89118	The service CHOICE provided was excellent. CHOICE acted fast to contact the service provider. It then came to fix the heating problem of our house at the date/time as we chose. It was just a wonderful service - A+
2/9/2011 11:58	Juan Amador	Las Vegas	NV	89135	We had a great experience!! I called and did not have to stay on line for long at all! The rep helped me right away and she gave me the info I needed. Then I called the the repair company 2 or 3 times with no answer and no call back. So I called CHW back and they gave me another repair company and this one worked out great! The Technician John from Liberty Air was great!! Very knowledgable and professional and fast, he fixed it right away after he got the replacement piece and he explained all what happened and what to do and was very polite and professional. We do like this Liberty company and thanks to CHW for the fast service.

AA003187

CHW070675

					We started our contract with Choice a year ago but never had a need to call for any repairs so we really had not experienced their service. It was time to renew so we did, hoping they were a good company. Well, we just found out that they are more than a good company, they are an excellent company to deal with. Here's my story: I was doing laundry with my Maytag washer when it just decided not to move on to the spin cycle. I called Choice to get someone out to look at it. They immediately had a repair company contact me to set up an appointment. The repairman came out and said the repair would be more than \$400 and he would need to contact Choice to find out what to do (repair or replace). I really wanted it repaired because the washer and dryer are a matched set and the design has changed in the years since it was purchased. I thought I was going to be in for some of a battle but the very next day I received a call from the repair company asking when they could come out to put in the new parts. Wow!! I never had that kind of service with the other home warranty company that we had had prior to Choice. The washer is fixed, it took less than a week, the customer service person was pleasant to talk to, the repair company and serviceman were first rate. I am completely satisfied with the whole experience and would (and have) recommend them to anyone.
2/24/2011 10:14	Ronald M Shanas	Las Vegas	NV	89122	
3/1/2011 12:25	Susan Upp	Las Vegas	NV	89103	Fast, Great service & follow up.
					The technician was very professional and he did and fixed the problem right away. It was a cold winter season here this year and our heater went out just during that time. The company came the day after and we were so happy about it, the tech went to get the pieces, made a few calls for the best price and in a few hours he was finished and all was working again. really good company, I recommend!!!
3/4/2011 12:15	Juan Amador	las vegas	nv	89135	
					It was very first experience calling in. Call was answered promptly. Agent found electric company in quickly and also gave me direct phone number. Advised to call in company directly if I didn't hear anything soon. I called company directly and man was friendly and assuring and made appointment. He came on time. And did a good job. Choice called to follow up.
3/7/2011 14:39	John Herring	North Las Vegas	NV	89031	
3/8/2011 14:24	Ronald ellen	henderson	NV	89012	every time we have used your service it has been better than great.
					I was very happy with my first ever claim experience. I made a phone call to CHW and was told that a plumber would call within the hour, which he did. The only wrinkle was the plumber failed to call CHW when he began the work. He called them only on completion. The CHW rep. said that normally the work would not be covered, but would make an exception this time. Although I was skeptical when I signed up CHW, I am a believer now. Thank you CHW.
3/16/2011 12:59	Phyllis Hilchey	Las Vegas	NV	89104	
3/26/2011 10:51	Hank Bachner	Las Vegas	NV	89131	The response to the problem was great and the service folks were pro's, Thanks for the help.
4/6/2011 12:05	Debbie Armstrong	North Las Vegas	NV	89084	Ken from Sun Devils Pool is awesome! He is very knowledgeable, friendly, and punctual. Thank you Ken!
4/8/2011 12:04	Marie Shively	Las Vegas	NV	89121	We've had Choice Home Warranty on several of our homes for several years now and found them to be great at handling their business. We give them 5 stars for the professional way they service our accounts.

AA003188

CHW070676

4/16/2011 12:05	ANTONIO & LOURDES CHIONG	NORTH LAS VEGAS	NV	89032	WE EXPERIENCED OUR FIRST CLAIM WITH THE CHW AND WE ARE GLAD AND THANKFUL THAT WE HAVE THEIR SERVICES ON TIME THEIR RESPONSE WAS QUICK AND THE PROBLEM WITH OUR WATER HEATER (ESSENTIAL) IN THIS PERIOD OF THE YEAR; SOLVED AND UP AND RUNNING. THANK YOU CHW AND PERSONNEL FOR A JOB WELL DONE... I AM SURE YOU WILL HEAR FROM US AGAIN. NICE DOIN BUSINESS WITH YOU.
4/20/2011 17:18	Paula queen	las vegas	nv	89117	Received service from atlast plumbing. The plumbers name was Richard he was very polite and knowledgeable. Fixed the problem cleaned up filled out the paperwork and he was on his way. No fluff very honest and explained what he was doing. Great service.
4/22/2011 15:28	Stephen N Rubin	North Las Vegas	NV	89084	I have used Choice Home Warranty many times and each time they responded immediately and provided me with very good repair people.
4/25/2011 11:18	Ann whitehead	las vegas	nv	89110	We had a problem with our pool pump. Our contractor responded quickly and had our problem corrected in less than 30 minutes. Customer service at Choice was great as well. Thanks again!
4/25/2011 17:20	Carl Solomon	Henderson	Nv	89011	Service was completed with complete satisfaction.
5/4/2011 12:23	Diana Benavides	Las Vegas	NV	89104	The rep was courteous, we had our plumbing problem resolved quickly. Thanks.
5/11/2011 12:08	Chris Hansen	Las Vegas	NV	89141	We filed a claim online and within a short period of time we were given the service provider's name and contact number. The service provider was professional and prompt and fixed the problem.
5/31/2011 14:20	Baltazar V. Latonio	Las Vegas	NV	89130	Very well satisfied of the service performed by Pacific Plumbing through Choice Home Warranty. Thank you and More Power CHW.
6/2/2011 12:03	Carolyn Rossi	Las Vegas	NV	89120	As I get older I tend to disbelieve any offer I hear about, but this one actually worked. I had a problem, called them and believe it or not, it was taken care of. I finally have a warranty that works.
6/3/2011 5:12	Susan	Las Vegas	NV	89103	Quick, friendly service. This is a rental property & the person sent to the house was efficient & responded in a timely matter. Did not have to keep calling to get service.
6/7/2011 22:44	Ilene martin	Las Vegas	nv	89121	Excellent Service! The repair person was prompt, courteous, and Got The Job Done!!!
6/15/2011 12:34	Dorothy taylor	lv	nv	89113	I was called by the contractor and they set up an appointment. John was on time. He fixed the problem with the refrigerator, answered all my questions and was very professional. Thank you
6/22/2011 9:26	Sharon nolan	north las vegas	nv	89084	I called in problem got phone number for repair, they came out within 2 hours evaluated problem returned next morning 1/2 hour early & had it fixed within 24 hours of phone call. Great job! Thank you
6/28/2011 13:31	Morty Blaufarb	Las Vegas	NV	89122	My fan motor on the A/C burnt out. The company assigned to replace it, came and replaced the fan motor ASAP. This service was really terrific being the temp. in Las Vegas was over 100 degrees. Great job.
6/30/2011 18:46	Stephen capece	las vegas	nv	89144	Although there was an initial miscommunication between the service provider and CHW, your customer service dept. followed up and my pool was promptly repaired. I received a quick response to my request and am very pleased with the service provided.

AA003189

CHW070677

6/30/2011 19:54	Terry Harris	Las Vegas	NV	89130	I called to request a repair on our garbage disposal and the next morning the contractor called and made the appointment for the next day. He showed up on time and was very pleasant. He took a few minutes to inspect the disposal and determined it needed to be replaced. He went outside and made a call to Choice Home Warranty for authorization to replace it and while he was on the phone with them, Choice Home called me to make sure we were contacted promptly by the contractor. I told them he was there as we spoke. The contractor came back with a new disposal, installed it quickly and efficiently, cleaned up the area and was out of there! This was the first claim that we have had with Choice Home Warranty and I wasn't disappointed! I would recommend them to anyone!
7/1/2011 10:23	Lally Smith	Henderson	NV	89044	Our repair was quick and easy. When I called Choice a claim was assigned within a minute and I received an email confirmation seconds later. When I called the repair company, Billoyd's Appliance Service, I was immediately provided with a service appointment that suited my schedule. The repair person arrived at the time promised. He was extremely pleasant and completed the repair quickly and effectively. We were very happy with the service from both Choice and Billoyd's Appliance Service.
7/1/2011 10:50	Lally Smith	Henderson	NV	89044	The claim with Choice was scheduled within minutes and I received an email confirmation seconds later. Right after I hung up I contacted the repair company who scheduled the repair immediately. The repair person arrived on time, was very pleasant and competent and quickly completed the repair. We were very pleased with our service from both Choice and All-State Electric.
7/7/2011 14:46	William Thaler	Las Vegas	NV	89129	Wow , I didn't know getting Good Service all the way around was this easy and nice. One call to CWH and they called the Plumber for me. Within 30 minutes plumber called me. And 2 hours later Job was done and done right, he was so nice I bought him lunch. Thanks CWH I didn't know repairs were that easy, no Stress and only a \$45 service fee for a new garbage disposal. Good Customer Service too!
7/9/2011 13:56	Mark Melbourne	Las Vegas	NV	89147	Choice Home Warranty has provided us with timely, professional service for over a year now. The service technicians have all been knowledgeable and professional. We have no intention of shopping around for another home warranty provider when our coverage elapses. We'll renew with Choice Home Warranty. Thank you.
7/9/2011 22:38	Vanessa Altfas	Las Vegas	NV	89131	I was very pleased with the quick responses I received from both Choice Home Warranty and the service providers. Being able to request help online was very helpful as well.
7/16/2011 18:53	Susan Gerecht	Henderson	NV	89052	David the plumber arrived on time at our house yesterday. He was pleasant, courteous, neatly dressed, and ready to work on the miscellaneous faucet and toilet problems. He repaired everything to our satisfaction. I am impressed.
7/16/2011 21:57	Richard czerlanis	las vegas	nv	89121	So far I have had one service call and the service has been excellent. A&R appliances came out in the allotted time frame. They fixed my dryer and the tenant was happy. keep up the good work.
8/2/2011 17:54	Debbie Armstrong	North Las Vegas	NV	89084	Chad came to the rescue! Very professional & knowledgeable. Booster pump is up & running, pool is beautiful, & just in time for out of state company this week!

AA003190

CHW070678

8/11/2011 12:06	Gerald Pereira	Las Vegas	NV	89123	I can't say enough about the excellent service I have received from Choice Home Warranty. They have responded quickly and communicated with me every step of the way.
8/12/2011 17:51	Dean Helling	Las Vegas	NV	89134	My first experience with Choice Home Warranty went very well. The company responded to my call for help with a service organization that arrived on time, fixed the problem, was very professional and polite. I am very pleased with my first experience.
8/17/2011 10:42	Michael Hopperton	N. Las Vegas	NV	89031	Hey, you guys are great! You were there within 24 hours to fix my dishwasher after I called it in. Superior service and very fast response time. Glad I did the research and found Choice Warranty for my personal residence and also my rental property. Thank you.
8/17/2011 12:56	Matthew B Mauceri	Las Vegas	NV	89145	We needed our kitchen sink snaked. We called Choice Warranty and within minutes I received an e-mail setting up an appointment with a plumber. The service was professional and far exceeded our expectations, since we had other warranty companies such as AHS and Sensible. There is no contest between Choice and the others.
8/18/2011 16:27	Steve Schultze	North Las Vegas	NV	89081	The pilot light in the water heater kept going out. I placed a service call with CHW and was promptly replied to and advised that a plumber was notified and would be contacting me. They did and the issue was resolved. CHW representative was courteous and listened to my problem. I would recommend Choice Warranty to any homeowner.
8/20/2011 13:33	Phyllis Hilchey	Las Vegas	NV	89104	The repairman was very professional. He showed up when he said he would and replaced the needed parts in a very timely manner. The AC is working fine. Just in time for this very hot weather.
8/20/2011 23:24	Cindy corsi delicate	las vegas	nv	89110	I'm so glad we had Choice Warranty when our washing machine started leaking. They came out in a timely manner, looked at the machine let the office know what was wrong. Monday morning they called for the make/model of the machine and an hour later they called back and said they were sending a check out to us (my washer was 11yrs old and not cost effective to fix). Great service and was very happy with the amount they allowed towards the purchase of my new washer. Thanks C.
8/21/2011 10:13	Corey Johns	North Las Vegas	NV	89032	This is a rental property. I am very pleased with the ease of the property manager being able to call in and arrange everything on my behalf. Service is quick and affordable. I have purchased a warranty from Choice for a total of 4 years and it is well worth it.
8/24/2011 19:51	Stephen capece	las vegas	nv	89144	Contacted CHW this past Saturday and the service provider came that afternoon and diagnosed my problem(motor for my pool pump burned out). Replaced motor on Tuesday and my pool is now running properly. The technician was very professional and the prompt service is appreciated.
8/31/2011 12:32	Augustus F Boyd	Las Vegas	NV	89156	I am very Pleased with your response as well as the coverage. Thank you for help.

AA003191

CHW070679

9/1/2011 17:01	Candace Nelson	Las Vegas	NV	89178	during the hottest of the summer, our central air stopped working late in the evening. We went to bed only to wake up in the middle of the night completely and totally miserable. The temp in our house was over 90 degrees. I am 7 months pregnant with two small girls and we were miserable. I put in a call at 2am for service and had a great experience. The contracted company came first thing in the morning and fixed it. We had a hot night, but were pleased at the prompt attention and courteousness of CHW. Thank you for sending us relief!!
9/5/2011 16:25	Paul S Bateman	Las Vegas	NV	89183	On a recent pool repair I received exceptional service from the subcontractor that was provided to me. Within 30 minutes of my initial phone call to CHW I received a call from Golden Pool and Spa they were very friendly and knowledgeable and had my pool up and running within 30 minutes of arrival.
9/7/2011 18:03	Jose L Gonzalez	N las Vegas	Nv	89032	I'm very happy with the service. They always get me with a professional service company in my area quick and easy and the rate for the premium is excellent. They have great customer service, friendly and very professional to help me to solve the problem.
9/14/2011 23:12	Russel Rahman	Las Vegas	NV	89166	CHW's contractor was very professional and able to point out the issue quickly. He also showed me how to operate the appliances to last longer.
9/15/2011 12:46	Ned Mohammad	Las Vegas	NV	89138	Very professional and on-time performance. Thank you!!
9/17/2011 20:54	Christina smith	north las vegas	nv	89031	Choice Home Warranty has been a good company. They offered to replace our broken dishwasher because the cost to repair exceeded the cost of the dishwasher.
9/20/2011 16:00	Michelle Morris	Las Vegas	NV	89129	The air conditioner repairman was excellent. He showed up on time, he communicated with me every step of the way, and his professionalism was outstanding! Thank you!!!
9/20/2011 19:02	Mark Melbourne	Las Vegas	NV	89147	I filed an online claim with CHW for garage door opener repair. The repair company called to set up a time within a half hour. CHW even called as a courtesy to ensure that the contracted repair company was taking care of my claim. Dave from AAA garage door repair was extremely professional and courteous. I've had nothing but positive experiences with Choice Home Warranty and fully expect to renew next year.
9/22/2011 13:19	Leonard Pena	Reno	NV	89508	The Choice customer service agent was very courteous. The company, D and D Garage Door was very professional and offered service promptly. The experience was excellent. Thank you!
9/23/2011 16:18	Terry Harris	Las Vegas	NV	89130	We had a pipe leak in the wall, called CHW and they gave the name of a plumber to contact. He came out right away and fixed the pipe but left a hole in both sides of the wall that had to be fixed. CHW sent someone out to fix the walls right away and there was no charge! We have had a couple things in the house fixed now and have never had a problem with CHW or the contractors. We are VERY happy!!
9/29/2011 16:00	Dean Helling	Las Vegas	NV	89134	I have had 3 reasons to call upon Choice Home Warranty since I signed up for coverage and have had excellent & timely service.

AA003192

CHW070680

10/8/2011 16:01	Robert Barnes	Las Vegas	NV	89044	I had a very quick resolution to my problem. My claim was entered within minutes and minutes later I had scheduled a repair. All-State Electric also did an excellent job on the repair and the repair person was very professional and courteous. I was very pleased with the service I received from both Choice Home Warranty and All-State Electric.
10/9/2011 1:23	NADINE JOHNSON-LEE	Las Vegas	NV	89122	Our experience with Choice warranty was excellent, all of our questions on coverage were answered and the contractors response time was quick, we are happy with service and coverage!
10/10/2011 16:31	JP Jones	Las Vegas	NV	89149	Your representative was very courteous and professional.. Handled my problem quickly and efficiently. The repair company called, asked a few questions, showed up on time, and within 20 minutes had replace the broken parts replaced and the dishwasher was working great.. Thank you
10/11/2011 12:29	MICHELLE MORRIS	LAS VEGAS	NV	89129	The air conditioning service company was awesome! He saved the day!!! Thank you!!!
10/14/2011 22:59	Donna Reese	Las Vegas	NV	89144	Awesome! Loved the honesty from the contractor you sent to us. He was definitely dedicated and knowledgeable. Thank you.
10/26/2011 14:25	Richard Greenblatt	Las Vegas	NV	89129	I can honestly say that my recent experience with Choice Home Warranty proved to be far better than I could have imagined. I received a call from their assigned technician within less than a hour. After he came and looked at my washing machine, he found it needed a new motor and switch and informed me that he would need to get authorization to have it repaired. When I found out that authorization was received and it would be almost \$300 to repair, I made the decision to ask if I could cash to apply to the purchase of a new machine. After less than 3 minutes, I was informed that a check was being cut and be placed in the mail. That's what I call "Customer Service".
10/26/2011 15:12	John Herring	North Las Vegas	NV	89031	Wow what service! I had a small roof leak and immediately called Choice. They answered the call almost immediately. The contractor called me that day. Choice followed up with me. There was a scheduling mix up with the contractor and choice called them immediately and the contractor came right out. The work done was excellent.
10/27/2011 16:33	Jack Cruea	Las Vegas	Nv	89135	I have had only one service requirement and that service was outstanding. I only hope that any future service requirements will be as good as the first.
10/29/2011 16:43	Phyllis Hilchey	Las Vegas	NV	89104	Although authorization was needed three times to cover three different parts, the serviceman was able to get my furnace/ac working again. Thanks for your help to get this resolved.
11/1/2011 2:35	Michael Antolec	Las Vegas	NV	89122	Customer service is excellent. The Reps are very friendly and helpful. I always get all my questions answered. My claims are always handled in a proficient and timely manner.
11/2/2011 20:05	Andre	henderson	nv	89014	Great service from Choice as well as the company who came over. Thanks.

AA003193

CHW070681

					Every aspect of our claim was handled well. I was assigned a repair company minutes after speaking to an agent from Choice. Also, the repair company, All-State Electric, contacted me withing minutes. The repair was done competently and quickly and the repair person arrived at the time I had requested. A representative from Choice called me on the phone to check on my satisfaction in getting the repair scheduled.
11/5/2011 13:36	Robert Barnes	Henderson	NV	89044	
11/7/2011 15:53	RICHARD KAUFMAN	HENDERSON	NV	89012	BOB FROM VILLAGE PLUMBING SHOWED UP ON TIME, AND PROMPTLY REPLACED THE GARBAGE DISPOSAL. QUITE SATISFIED!
11/9/2011 16:05	Berenice warner	las vegas	nv	89131	I had a problem with my garbage disposal and was able to receive service the same day. The service tech was polite and professional.
11/14/2011 16:47	David Matanane	Las Vegas	NV	89121	I was very pleased with the handling of my claim. After calling Choice I was contacted by a technician within minutes to set an appt. Infact he came an hour early. So far the problem seems corrected.
11/16/2011 11:57	Michael Javier	Henderson	NV	89052	Service went well. My heater works great now! It was done in a timely manner as well.
12/1/2011 16:22	Myra lubitsch	Henderson	Nv	89052	The technician was knowledgeable and professional. He diagnosed our problem and repaired our stove.
12/2/2011 1:31	Myra lubitsch	Henderson	Nv	89052	The technician was professional and courteous. He fixed our stove promptly and we are very pleased.
12/4/2011 10:57	Kelly Upp	Las Vegas	NV	89147	We fortunately have not had to use our warranty very much. When we did have to use it though, it was a quick, easy and efficient process. I don't always get the call from the local company though most of the time I have to call them and they always say "oh we just got the paperwork". They usually are able to come out quick and resolve the problem.
12/4/2011 17:28	Nadine JohnsonLee	Las Vegas	NV	89122	From the time we placed the call for repairs to the repairs being done was a very good experience. The repairs were done in a very timely manner also.
12/10/2011 11:23	Morad Afraimi	Reno	NV	89523	CHW has taken care of every claim successfully and timely, that is why I have five properties with them . Thank you Jim.
12/14/2011 12:35	Lois R Alander	Las Vegas	Nv	89183	The technician was prompt & reliable, also very accomodating. I'm pleased with my first service request to your company. I will recommend you to my son & daughter-in-law.
12/16/2011 10:56	Morad Afrimi	reno	nv	89523	Recently I had two claims, both claims were timely and efeciently taken care of. Thank you.
12/18/2011 11:09	Christine M Sawyer	Henderson	NV	89074	My dryer quit drying-Choice Home Warranty gave me 3 repair numbers. 30 minutes later one of the choices called me! Then the next day another one called me. Choice picks repair businesses that WANT to work! My dryer was repaired by the first caller-I am very happy with Choice Home Warranty!
12/20/2011 12:52	S. rye	las vegas	NV	89117	Garbage Disposal broke- they fixed it the next week. Heat went out- fixed it the same week. Pool motor broke- fixed it the next week. If you own a home- especially one 10 years or older- you need the have it protected with a policy.
12/24/2011 22:01	Marlene Grabau	Las Vegas	NV	89143	The girl I talked to was very polite. She got the information she needed to get the ball rolling. So, I was happy about the response from CHW. Thanks.
1/2/2012 13:18	Michael Sisco	Henderson	NV	89011	On Dec. 21st 2011 We had Ideal Services come by to look at our furance. The service tech. was curteous and efficient. The job was completed within three days. Thank You.

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