

THE CITY OF NEW YORK
OFFICE OF ADMINISTRATIVE TRIALS & HEARINGS, TRIALS DIVISION

**NEW YORK CITY DEPARTMENT OF
CONSUMER AND WORKER PROTECTION,**

Petitioner,

-against-

**RADIANT SOLAR, INC., and WILLIAM JAMES
BUSHELL, individually and as principal of
RADIANT SOLAR, INC.,**

Respondents.

PETITION

OATH Index No. _____

The New York City Department of Consumer and Worker Protection (the “Department” or “DCWP”) brings this action against Respondents, Radiant Solar, Inc., p/k/a William James Bushell Corp (“Radiant Solar” or “Radiant”) and William James Bushell (“WJB”) and alleges as follows:

INTRODUCTION

1. Radiant Solar is a home improvement contractor (“HIC”) engaged in the business of selling and installing residential solar panel systems to New York City (“NYC”) consumers. WJB is the founder, owner and director of Radiant Solar. He also claims that Radiant Solar has no employees.

2. Radiant Solar presents itself to consumers as a full-service solar panel provider that will oversee the design of a solar energy system, arrange financing, manage the permitting and inspection process, install the system, and assist consumers in obtaining tax incentives. But the reality is different: Radiant Solar engages in deceptive and illegal conduct throughout the entire lifecycle of its consumer transactions.

The Solar Panel Industry’s History of Misconduct

3. In New York City, solar panel installation companies are licensed and regulated as home improvement contractors by the Department, which is charged with protecting all consumers in the City from predatory, deceptive and exploitative conduct. DCWP licenses and regulates more than 40 industries, including—and especially—those who have a history of engaging in conduct that harms or takes advantage of consumers, such as home improvement contractors, which is one of the industries about which DCWP receives the most consumer complaints.

4. Home improvement contractors regularly enter consumers’ homes, putting consumers in a particularly vulnerable position. Moreover, it cannot be overstated how large an investment it often is for a consumer to contract with a home improvement contractor—Radiant Solar routinely charges \$40,000 to \$60,000 per job. For all of these reasons, the Department takes allegations of misconduct by home improvement contractors very seriously.

5. Solar panel contractors in particular have become notorious for their abusive practices. Federal and state regulators have recently found that many actors in this industry are committing widespread fraud.¹ The Department finds these practices particularly insidious given that New York City and State have prioritized shifting reliance on a fossil fuel-based energy grid to one with more renewable energy sources, such as solar. When consumers are simply trying to invest in a product or service that is marketed as being both beneficial to the environment and to their wallets, and they are undermined or deceived for doing so, these bad actors are not only

¹ See, e.g., Larissa Bungo, *Don’t waste your energy on a solar scam*, FEDERAL TRADE COMMISSION BUSINESS GUIDANCE BLOG (Aug. 7, 2024), <https://www.ftc.gov/business-guidance/blog/2024/08/dont-waste-your-energy-solar-scam>; U.S. Department of the Treasury Consumer Advisory, *Solar Energy Scams are Against the Law*, <https://home.treasury.gov/system/files/136/Consumer-Advisory-Solar-eng.pdf>; Press Release, Office of the Attorney General of Connecticut, Attorney General Tong Sues SunRun, Bright Planet, and Elevate Solar, Alleging Deceptive, Unlawful Solar Panels Sales Tactics (July 19, 2024), <https://portal.ct.gov/ag/press-releases/2024-press-releases/attorney-general-tong-sues-sunrun>.

harming those consumers, they are harming the City's effort to transition to clean energy as a whole.

6. Furthermore, because solar panel financing, installation, and tax rebate systems are so complex, solar panel sales and installation companies clearly see this as an opportunity to take advantage of consumers—and have been doing so in many jurisdictions, not just New York City. This cannot abide; consumers must be protected, and those businesses must be held accountable.

Radiant Solar Preys on New York City Consumers

7. Radiant Solar engages in deceptive and illegal conduct throughout the entire lifecycle of its consumer transactions: First, Respondents hook consumers through deceptive advertisements that promise “immediate” cost savings on electric bills that never actually materialize. They also lie that they have an “A+” rating from the Better Business Bureau (“BBB”). Radiant Solar even created a fake sweepstakes, with a chance to win a Tesla or luxury vacation, to entice potential consumers.

8. Once they've piqued consumers' interests, Respondents dispatch salespeople to consumers' homes, where they present solar projects that can cost as much as \$115,000 in total. To obscure the high cost of these projects, Respondents' representatives promise “welcome checks” that regularly fail to manifest. Representatives also promote a falsely-reduced monthly payment by mischaracterizing available tax incentives, rather than disclosing the overall cost of the project. The typical consumer assumes Radiant Solar's salesperson is presenting this information in good faith, and is left with the false impression that they are signing up for an environmentally beneficial and cost-saving solar panel system that is far more affordable than it realistically is.

9. Next, Respondents ensnare consumers in financing relationships contaminated throughout with illegal relationships and deception. Most brazenly, they sometimes sign up

consumers for loans without their knowledge or consent. But, other times, Respondents steer consumers to preferred lenders, a practice NYC law explicitly prohibits, and which induces consumers away from obtaining more affordable financing from the consumer's own banks or credit unions.

10. Even worse, Respondents inflate the amount to be financed by baking in an undisclosed "dealer fee," which is nothing more than a kickback to the financing companies for providing the funds to further Respondents' scheme. The financing companies then send the loan proceeds (less their incentives) directly to Radiant Solar, which, again, NYC law explicitly prohibits.

11. Respondents then further the deception by withholding from consumers, the documents that contain the terms of the loans.

12. Making matters worse, Respondents use home improvement contracts that omit the majority of the clauses required by law to protect consumers, thus concealing important consumer rights and protections.

13. Further, Respondents regularly damage consumers' homes with unsafe and substandard installation work that regularly fails City inspections. The systems they install frequently do not properly function at all, or if they work initially, they fail quickly. Many consumers complain that after Respondents conduct installations, they experienced significant roof leaks, structural damage, and electrical hazards. NYC Department of Buildings ("DOB") records mirror these accounts: From 2021 through 2024, DOB inspectors failed Respondents' installations no fewer than 50 times. And, after Respondents are paid in full, they ignore consumers' complaints and refuse to fix the defective installations.

14. Continuing their deceptive and injurious practices after installation, Respondents abandon their responsibilities to secure the promised solar tax incentives for consumers, causing consumers to pay more than Respondents had promised.

15. Finally, for a period of time covered by this investigation, Respondents did not even have the required DCWP license that allows it to perform solar installations.

16. Throughout the entirety of its interactions with New York City consumers, Respondents consistently exploit consumers' lack of familiarity with complex energy and utility systems and their relatively low technical and financial expertise, to their advantage.

DCWP's Investigation

17. Over the past several years, dozens of consumers harmed by Respondents' conduct have submitted complaints to the Department describing their experiences and the negative consequences they endured due to contracting with Radiant Solar.

18. Acting on these complaints, the Department initiated an investigation into Radiant Solar's business practices. The investigation included interviews with consumers, a review of Radiant Solar's business practices and sales materials, analysis of Radiant Solar's operations--including corporate structure, review of contracts and financing agreements, review of DOB inspection records, and a detailed review of more than 160 recorded phone calls between consumers and the lenders providing financing for Radiant Solar's installations.

19. The cumulative impact of WJB and Radiant Solar's misconduct is significant: The Department's investigation revealed that, in just the last five years, Respondents illegally promoted *over \$18 million in HIC loans* to at least 370 New York City consumers. Worse, of the \$18 million in HIC loans taken out in consumers' names, approximately \$3 million of this was comprised of hidden undisclosed "dealer fees" the consumers never realized they were paying.

20. As a result, many impacted consumers have faced unexpectedly high loan payments and ongoing high utility bills, without the offsetting solar energy production and tax benefits they expected. In dozens of cases, consumers first discovered how enormous their loans were only after Radiant Solar had already received full payment of the loan through direct lender disbursements.

21. For these reasons, and based on the findings detailed below, the Department brings this proceeding to protect New York City consumers, enforce compliance with the City's consumer protection and HIC laws, and address the widespread harm caused by Respondents' deceptive, unsafe, and unlawful business practices in violation of New York City Administrative Code ("NYC Admin. Code") § 20-700 (the "Consumer Protection Law" or "CPL"); NYC Admin. Code § 20-385 *et seq.* (the "HIC Code"); and Title 6 of the Rules of the City of New York (the "Rules" or "RCNY") § 2-220 *et seq.* (the "HIC Rules").

22. By this proceeding, the Department seeks the following remedies: (1) revocation of Radiant Solar's HIC license, (2) restitution for all named and unnamed consumers harmed by WJB and Radiant Solar's illegal conduct, (3) the imposition of maximum civil penalties, and such other relief as authorized under Section 2203(h) of the New York City Charter ("NYC Charter"), Title 20 of the NYC Admin. Code, and Title 6 of the RCNY.

THE PARTIES

23. DCWP is a mayoral agency of the City of New York, responsible for protecting and enhancing the daily economic lives of New Yorkers to foster the creation of thriving communities. The Department is charged with the protection and relief of the public from deceptive, unfair, and unconscionable practices, and for the maintenance of standards of integrity, honesty, and fair dealing among persons engaging in business activities requiring a HIC license issued by the

Department. Section 2203(h) of the NYC Charter and Title 20 of the NYC Admin. Code authorize the Department to enforce the CPL and the laws and rules governing HICs.

24. Radiant Solar, Inc., p/k/a William James Bushell Corp, is a New York domestic business corporation that is jointly owned by the individually named Respondent William James Bushell and Nicolas Benhamou.

25. Radiant Solar's current business address is 2 Park Ave., Floor 20, New York, NY 10016. Radiant Solar, through its solar panel system installation services, solicits and performs home improvement contracts within the meaning of the HIC Code.

26. Respondent William James Bushell resides at 6054 Spencer Ave., Apt. 2, Bronx, NY 10471, and regularly conducts business in New York City, including by engaging in the conduct alleged herein.

27. At all relevant times, WJB was the founder, owner, president, and principal of Radiant Solar, was responsible for supervising any independent contractors, salespeople and other employees, and managed and directed its day-to-day operations.

28. WJB additionally signs binding contracts, negotiates financing, develops business strategies and practices and oversees the planning, construction and follow-on work for solar installations on behalf of Radiant Solar.

29. Due to the size and structure of Radiant Solar, WJB knew or should have known that Radiant Solar was engaging in the violations described herein.

30. At all relevant times, WJB participated in, directly controlled, and/or had knowledge of the fraudulent and illegal conduct, false advertising, and deceptive acts and practices alleged herein.

31. Radiant Solar held the DCWP-issued HIC license no. 2102421-DCA from November 3, 2021, through February 28, 2025. On March 17, 2025, Radiant Solar filed to renew its HIC license. The Department, due to its ongoing investigation, has issued back-to-back rolling 60-day and 30-day temporary operating licenses (“TOL”) until the conclusion of the investigation and this matter. Radiant Solar’s current TOL expires February 23, 2026, and for the reasons and findings stated herein, the Department seeks immediate revocation.

STATEMENT OF FACTS

I. RESPONDENTS’ ADVERTISEMENTS DECEIVE CONSUMERS

32. For years, WJB and Radiant Solar have lured consumers into purchasing solar installation services through a variety of deceptive advertising practices. As detailed below, Respondents promoted misleading and exaggerated cost savings, falsely represented Radiant Solar’s accreditation status with the BBB, and pushed a fabricated sweepstakes to draw consumers into inviting a Radiant Solar salesperson to their homes.

A. Respondents’ Improper “IMMEDIATE SAVINGS” Claims

33. The CPL bars sellers from engaging in any deceptive trade practice in connection with the offering for sale or loan of any consumer goods or services. NYC Admin. Code § 20-700. Under NYC Admin. Code § 20-701(a), a deceptive trade practice is defined as:

Any false, falsely disparaging, or misleading oral, written, digital, or electronic statement, visual description or other representation or omission of any kind . . . which has the capacity, tendency or effect of directly or indirectly deceiving or misleading consumers. Deceptive trade practices include but are not limited to: . . . (2) the use, in any representation, of exaggeration, innuendo, or ambiguity as to a material fact, or the failure to state a material fact, if such use of, or failure to state, a material fact deceives or tends to deceive[.]

34. Radiant Solar’s website deceptively advertised that consumers would enjoy “IMMEDIATE SAVINGS” by contracting with Radiant Solar.

35. The phrase “IMMEDIATE SAVINGS” conveys to any reasonable consumer that installing solar panels will result in an instant reduction in out-of-pocket costs or household expenses. However, any purported savings from a solar installation depend on future contingencies (e.g., how weather impacts energy production, fluctuating utility rates, the availability of solar tax credits), and certainly do not materialize at the time of purchase or installation. Consumers presented with Radiant’s “immediate savings” claim are likely to believe that their monthly expenses will decrease right away, and as a result, enter into contract with Radiant based on a false and exaggerated understanding of potential solar-related savings.

36. In reality, Respondents’ consumers, in most circumstances, do not and will not receive detectable savings in the short term, and sometimes not even in the medium or long term. Many consumers continue to receive the same high bills from their utility company, with no noticeable reduction, while simultaneously having to make home improvement loan payments, even after Respondents have completed the installation. The result is that, after contracting with Respondents, many consumers see their monthly financial burden *increase*, not decrease. Moreover, even where savings might eventually occur, those savings are contingent upon multiple factors—such as the speed at which DOB and the NYC Department of Finance (“DOF”) process tax incentive documentation that must be submitted by Respondents (and often is not submitted), and utility rate structures. These factors substantially delay any “immediate” savings consumers could feasibly experience.

B. Respondents Falsely Advertised Better Business Bureau Accreditation and an “A+ Rating”

37. Respondents, through the Radiant Solar website, falsely advertised to consumers that Radiant Solar held BBB accreditation or BBB “A+ Status” from at least August 1, 2024,

through March 21, 2025. Radiant Solar did not hold BBB accreditation, nor a consistent BBB “A+ Status,” during this time period.

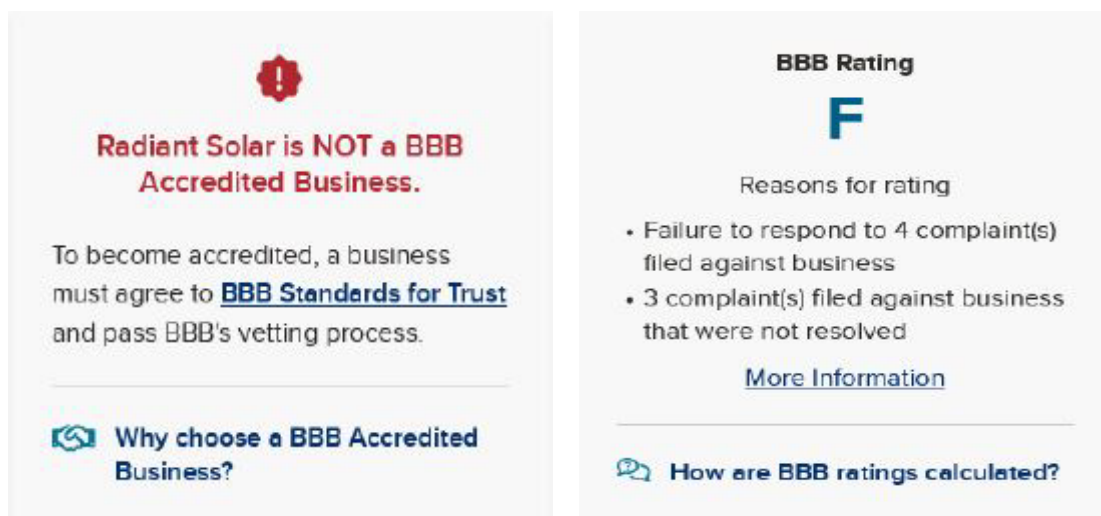
38. BBB accreditation requires that businesses meet specific ethical and operational standards including, but not limited to, maintaining a “positive track record in the market place,” “[h]onestly represent[ing] products and services,” and fulfilling “all contracts, commitments, and representations.” See Better Business Bureau, *BBB Accreditation Standards* (effective June 1, 2020), <https://www.bbb.org/all/bbb-accreditation-standards>. It is specifically because of the BBB’s rigorous standards that many consumers view BBB accreditation and ratings as a signal of competence and trustworthiness.

39. Respondents’ false representations that Radiant had a BBB accreditation or accredited status, and that Radiant had the highest rating possible from a consumer protection entity, are not only a blatant violation of the CPL, but an attempt to hide from consumers Radiant’s demonstrated inability to meet the BBB’s standards.

40. In reality, the BBB’s accreditation history with Radiant demonstrates a recurring pattern of consumer complaints, non-responsiveness, and a failure to meet basic marketplace standards. Radiant held BBB accreditation from March 2021 to July 2022, but during that period the BBB repeatedly warned Respondents that unresolved and accumulating complaints—coupled with Respondents’ failure to respond—placed Radiant’s accreditation in jeopardy. Although Radiant briefly regained accreditation in September 2022 after WJB began responding to reopened complaints, the same misconduct repeated itself: complaints against Radiant began accumulating without resolution, the BBB issued warnings to Respondents to no avail, and by February 2024, the BBB revoked Radiant’s accreditation for the second time.

41. Radiant Solar’s fake BBB accreditation and top rating claim deceived consumers into believing it was vetted by, and in good standing with, the BBB. Consequently, consumers were more likely to trust Respondents’ other representations and contract for expensive solar systems and financing agreements.

42. In reality, Radiant Solar is not BBB accredited, and in fact has an F grade from the BBB as shown in the below relevant portion of a screenshot from the BBB taken on October 27, 2025:



43. By trading on a false reputation, Respondents likely distracted consumers from market competitors that *do* engage consumers with the honesty standards demanded by the BBB, in violation of the CPL.

C. Respondents Deceive Consumers By Offering a Fake Sweepstakes That Promised Prizes Such as a Tesla and a Vacation Package

44. Respondents distributed brochures and marketing materials promoting a “Go Green, Go Solar Sweepstakes OFFERED BY RADIANT SOLAR” that simultaneously advertised Radiant Solar’s services and solicited consumers to enter the sweepstakes for the chance to win,

amongst other things, a “\$41,190 2021 TESLA® MODEL Y” or a “\$7,000 PLATINUM VIP LUXURY VACATION”.

45. The Department’s investigation revealed that, despite more than a dozen Radiant Solar customers signing up for this sweepstakes, Respondents never announced winners, provided consumers with prizes, or registered any sweepstakes with the State of New York as required by law. In effect, no sweepstakes actually existed.

46. Radiant Solar’s deceptive sweepstakes promotion was designed to induce consumers to choose Radiant Solar over other solar companies, offering non-existent prizes and capitalizing on the name of well-known sustainable brands like Tesla to entice consumers into signing up for Radiant Solar’s unreliable and costly services.

D. Radiant Solar Failed to Include Its License Number in Advertisements

47. From at least August 1, 2024, through March 21, 2025, Respondents failed to disclose Radiant Solar’s DCWP-issued license number on Radiant’s website, in violation of the HIC Rules. By failing to include Radiant’s license number in advertisements, Respondents frustrated a core function of the City’s HIC licensing scheme—ensuring that consumers harmed by Respondents’ conduct can identify the perpetrating company and report the misconduct to its regulator.

II. RESPONDENTS DECEIVE CONSUMERS DURING THE SALES PROCESS

48. Respondents are no more truthful with consumers in-person. To make these expensive projects more palatable to consumers, Respondents’ salespeople invent a deceptively low monthly payment.

49. Specifically, Respondents assure consumers that solar tax incentives will immediately lower their monthly payments, falsely suggesting that lenders, Respondents, or some

other unspecified actor will apply these incentives to reduce what the consumer is on the hook for, including presumably, their monthly payments (both electric bills and loan repayments). In reality, the federal, state, and City solar incentives are *post-purchase* benefits that are subject to complex eligibility criteria, require that affirmative steps be taken to obtain them, and which come to the consumer months after they start making their payments—and then only if certain other requirements are met. Respondents rarely, if ever, explains this.

50. Moreover, as described in greater detail below in Section VI, Respondents also frequently abandoned their obligations to secure these incentives for the consumers, thus ensuring that the promises made during the sales process could never actually come to fruition. By intentionally obscuring the nature and value of these solar incentives, Respondents induce consumers to assume large loan obligations under the false impression that their monthly costs will be far lower than they actually are.

51. In addition to misrepresenting the availability and impact of tax incentives, Respondents further deceive consumers by promising to provide one to three initial “welcome check” payments, which Respondents tell consumers are funds they can use towards their HIC loan payments or for anything else. In reality, many consumers never see any of the promised welcome checks.

52. Respondents deceptively incorporate the value of these “welcome checks” directly into the cost-and-savings charts they present to consumers during the sales process, treating the temporary infusion of supposed Radiant Solar-funded payments as if it were a legitimate and certain reduction to the system’s long-term financing cost. Respondents’ welcome check practice not only violates the HIC Code, which prohibits home improvement contractors from loaning or advancing funds to consumers in connection with a home improvement contract, but it also

constitutes yet another effort by Respondents to confuse and mislead consumers about the true price of the solar panel project, the actual amount of the loan, the potential long-term benefits, and the long-term financial burden they will bear once the brief, contractor-funded payments end.

53. Consumers who have reached out to the Department about Respondents' improper conduct all report similar stories of being misled by Respondents' deceptive conduct. For example, consumer E. Nicholson contracted with Radiant Solar after being told he would receive a \$40,000 rebate to offset the installation cost. Nicholson later learned he was ineligible for that rebate, and that Respondents' representations were entirely false.

III. RESPONDENTS' FINANCING PRACTICES ARE UNLAWFUL

A. NYC Law Provides Specific Financing Protections for HIC Consumers

54. The CPL prevents any business from preying on NYC consumers, and applies to Respondents' conduct in this case. In addition, the HIC Code provides specific protections for home improvement consumers—and Respondents flout these protections with impunity. Specifically, the HIC Code prohibits contractors from promoting, advertising, or arranging the loans used to finance their services. Historically, when contractors handled the financing, they obscured the total cost of the project and failed to disclose accompanying fees and other loan terms to the consumer's detriment, which is why the City has prohibited this practice. And yet, that is exactly what Respondents have done with hundreds of consumers.

55. Additional problems arise when an HIC business steers consumers to the contractor's preferred lender, precluding consumers from determining whether there may be more favorable financing terms available elsewhere.

56. The prohibitions in the Code are also intended to protect homeowners from being unwittingly funneled into high-cost or unsuitable loans that benefit the contractor and lender rather

than the consumer (for example, through hidden dealer fees). The HIC Code contains this key consumer protection to ensure that homeowners retain control over financing decisions, have sufficient information to independently compare loan options, and are shielded from tactics such as sales pressure, deceptive loan terms, and abusive lending practices that frequently arise when contractors act as unlicensed intermediaries with lenders.

57. The HIC Code further prohibits contractors from receiving any disbursement of the loan proceeds unless the loan proceeds were first disbursed either directly to the borrower or, at the borrower's election, to a third-party escrow agent under a written three-party agreement signed by all three parties—the borrower, lender, and contractor. This requirement ensures transparency, protects consumers from premature or unauthorized disbursements, and prevents contractors from accessing all funds before the work is completed or properly inspected. By requiring that payments are routed through an escrow arrangement with written terms, the law intends to ensure that the borrower maintains some control over their financing, and that funds are released to the contractor only when contractual obligations are met. This safeguard is critical to preventing contractors from abandoning projects after receiving loan proceeds, pressuring consumers into accepting defective work, or using loan funds for unrelated expenses—problems that the City's HIC licensing framework is specifically designed to prevent.

B. Respondents Take Out Loans on Behalf of Consumers Without Their Knowledge or Consent

58. But before one even reaches how systemically Respondents violate the specific protections afforded by the HIC Code, Respondents sometimes commit an even more blatant form of deception by taking out loans in consumers' names without their knowledge or consent.

59. For example, Respondents unlawfully took advantage of Queens homeowner R. Lina from the moment its salesperson walked into her home: Respondents' salesperson quickly

requested Ms. Lina's identification and social security number, vaguely representing that he was merely determining whether she was eligible for solar services. In fact, the salesperson used her information to submit a credit check without her consent, and apply for a solar installation loan. The salesperson then instructed Ms. Lina to use her phone to open an email she received from the lender, and then hurried Ms. Lina through the execution of loan documents without disclosing that she was signing a binding loan agreement.

60. Ms. Lina believed she was signing documents related to project details—not a binding financing agreement. Respondents' never provided her with a copy of the agreement, and the lender never mailed her one either, leaving her in the dark, and unable to verify the loan amount, interest rate, scope of work, or even the number of panels financed. By withholding this information, and by unlawfully inserting itself between Ms. Lina and the lender, Respondents ensured she had no opportunity to question—or stop—the release of funds to Radiant when Respondents repeatedly postponed installation, performed only partial roof work (despite promising a full replacement), and later installed a system that stopped functioning almost immediately.

61. Eventually, Respondents stopped responding to Ms. Lina's requests for a complete repair altogether. Unfortunately, Ms. Lina had no leverage left: Radiant Solar had already received all of the proceeds of the loan, and yet she remained on the hook for the loan. While she struggled to make loan payments, she had no recourse for the fact that Respondents' work left a solar panel system that was incomplete, nonfunctional, and possibly smaller than that for which she had contracted—and that her roof was still not replaced. Respondents evaded all accountability for its delays, deficiencies, and broken promises.

62. Ms. Lina's story is not unique. Phone calls reviewed by the Department establish that multiple consumers *were not even aware that a loan had been taken out in their name at all*. A more blatant form of deception is hard to imagine.

C. Respondents Unlawfully Steer Consumers to Preferred Lenders and Inflate Their Loan Amounts with Undisclosed Dealer Fees

63. Even when Respondents did not conceal the loan entirely, they systemically violated the HIC Code. In fact, the Department's review revealed that Respondents' business model appears to rely on deceptive and undisclosed partnership agreements with the very home improvement lenders from whom the HIC Code requires separation and independence, including the lenders GoodLeap, LLC, Solar Mosaic LLC, and Salal Credit Union.

64. Through these clandestine partnerships, Respondents steer consumers to these lenders, and the lenders in turn offer loans with interest rates low enough for Respondents to provide a false sense of affordability to consumers.

65. Unbeknownst to consumers, however, these loans frequently contain a 20% to 30% "dealer fee" incentive that Respondents have agreed to pay to the lender and which provides no benefit to the consumer.

66. Radiant's undisclosed agreements with its lenders, signed by WJB, require it to steer consumers to the lenders, and to pay the lenders a "dealer fee" for each low-interest approved loan taken in a consumer's name.

67. Radiant's partnered lender takes the dealer fee directly out of the loan proceeds before it pays Radiant Solar the remainder of the loan.

68. Rather than disclosing this dealer fee as an additional separate cost the consumer is paying for in the total loan amount, neither the Respondents nor the lender itemize it for the consumer, they instead embed it into the total project price, *i.e.* the total amount of the loan.

Because this fee is in fact paid to secure the loan's low interest rate, it is an undisclosed finance charge imposed without the consumer's knowledge or opportunity to choose other financing options. This hidden fee ranges greatly, but is on average just under \$10,000, with interest extending over the life of the loan.

D. Respondents Unlawfully Pocket Consumers' Loan Proceeds

69. If Respondents conducted these lending transactions in compliance with NYC law, consumers would either receive their loan proceeds themselves and pay Radiant per a contractual agreement, or they would have the protection of a third-party escrow fund, where the money is not paid until certain agreed-upon milestones are met. In contrast, Radiant's practice is to receive the full loan proceeds directly from the lenders without a written, three-party agreement signed by the consumer, lender, and contractor. This means that consumers often only learn the true cost of the full project when they are contacted by the lender to begin payments.

70. Usually, the lender deposits proceeds from the loans directly into Radiant Solar's account based solely on Respondents', rather than the consumer's, confirmation to the lender that installation was complete, regardless of whether the solar panels are actually connected to the utility grid or functional, and whether Respondents completed the work or not. This practice deprives consumers of control over their financing, and leaves them with little recourse or leverage, and a large loan obligation, when Respondents delay or fail to complete projects.

71. Based on its investigation, the Department determined that Respondents illegally promoted, arranged, and accepted direct payment of more than \$18 million in loan proceeds through its undisclosed lender partnerships, which collectively included over \$3 million in hidden dealer fees embedded in the consumers' financed home improvement projects.

E. Respondents' Deceptions Leave Consumers Saddled with Exorbitant Loans and Without the Benefits Radiant Solar Promised

72. Many consumers do not even realize the extent of Respondents' deception until they receive loan statements that show that they owe hundreds of dollars more per month than what Respondents had represented. This is because, in part, Respondents frequently withheld or misrepresented the loan documents that would have informed consumers of the basic elements of their newly-created lending relationship.

73. The Department reviewed over 160 recorded phone calls between consumers and one of Respondents' main partnered lenders, GoodLeap, LLC ("GoodLeap"). GoodLeap's calls to consumers—which took place after the loan proceeds had been disbursed to Radiant Solar, and in many cases after Respondents had already installed the solar panel systems—were intended to confirm each consumer's understanding of the loan terms and repayment obligations. However, in an alarming majority of these calls, when GoodLeap explained the consumer's loan terms and obligations, the consumers reacted with confusion, disbelief, and even anger.

74. These calls reveal the systemic misrepresentations Respondents regularly make to consumers and the impact of Respondents' deceptive conduct:

- Dozens of consumers react by being floored by their payment obligations because Respondents told them their loan term and monthly loan payments were significantly less than what was being communicated by the lender.
- Multiple consumers were surprised to hear they owed anything at the time of the call, saying that Respondents had told them they would not have to make any payments for the first 18 months, which the lender confirms to be false.

- And, as described above, the most appalling deception revealed in these recorded calls is that multiple consumers *were not even aware that a loan had been taken out in their name.*

75. Collectively, Respondents' loan practices reveal a systematic scheme of intentional predation, deception and harm. Respondents structure Radiant's marketing, sales, contracts, and financing to conceal true costs to consumers, misstate available incentives and benefits, and manipulate consumers into burdensome high-cost loans under false pretenses. Each of these actions undermines and violates the CPL and the HIC Code, which exist to ensure honesty, transparency and fairness in the marketplace.

IV. RESPONDENTS OMITTED LEGALLY REQUIRED INFORMATION FROM THEIR CONTRACTS

76. Continuing their unlawful business practices through the entire lifecycle of their interactions with consumers, Respondents fail to include in Radiant's contracts some of the most substantial consumer protection notices and disclosures required by the HIC Rules.

A. Respondents' Contracts Fail to Specify Whether Completion by a Specific Date is of the Essence

77. The HIC Rules require that all HIC contracts include a provision stating that either time is "of the essence," or that it is not. These clauses determine whether the parties have agreed that timelines are strictly and immediately enforceable or whether they may be more flexible.

78. When "time is of the essence," HICs must treat project deadlines as binding commitments rather than wishful thinking. When the clause states that time is not "of the essence," consumers are on notice that any deadlines are substantially looser and that it may be harder to insist the work be done on a timely basis.

79. Because Respondents omitted any specification as to whether time is of the essence in Radiant's contracts, Respondents have been able to delay their performance without consequence, and consumers are deprived of their right to this information.

80. If Respondents had a near-perfect track record in timely and adequately completing its projects, perhaps this systematic omission would not be so glaring. However, many consumers complained that Respondents took months, and sometimes over a year, to complete full installation and connection of the solar panels to the utility grid, and consumers were left without a contractual remedy to compel timely completion or claim breach.

B. Respondents' Contracts Fail to Include Certain Consumer Protections Regarding Remedies

81. The HIC Rules include provisions to ensure consumers' loan proceeds are protected in the event of non-performance by the contractor. HICs must inform consumers that the contractors are required to place the payments they receive into an escrow fund to be held until they have performed their services per the contract. Alternatively, contractors can obtain a bond guaranteeing that money will be returned if they do not fully perform.

82. Radiant Solar's contracts regularly fail to include this provision. Consumers are therefore not informed, as required by the Rule, that they have a mechanism to ensure that Radiant legally cannot be fully paid until it has fully performed.

83. The HIC Rules also require contractors to include a provision stating that a contractor or subcontractor may be able to obtain a lien against the consumer's home if they are not paid for their work. This provision puts consumers on notice that nonpayment may compromise their title to their property. Yet Radiant Solar's contracts regularly fail to include this lien law notice.

84. By omitting these notices in their agreements, Respondents denied hundreds of consumers essential information about their scheduled payment rights, the legal protections available to them in the event Respondents misappropriated the proceeds of their loan, and the legal ramifications they could face if they fail to pay Respondents or their subcontractors.

C. Respondents' Contracts Failed to Include a Workers' Compensation Clause

85. The HIC Rules require that contractors include a provision in their contract stating that they will provide a certificate of Worker's Compensation Insurance prior to commencement of work. This certificate makes clear that the contractors, not the consumers, are responsible and liable for providing laborers insurance coverage, and for ensuring compensation for injuries sustained on the consumer's property while performing the work. And yet, Radiant Solar's contracts regularly fail to contain this clause. This is a critical right and protection for consumers, and Respondents intentionally keep consumers in the dark about their insulation from being responsible for Workers Compensation claims.

D. Respondents' Contracts Contained Deceptive Statements and Omissions Regarding Notices of Cancellation

86. Given the complex nature of home improvement contracts, and the prevalence of predatory tactics by in-person salespeople, consumer cancellation rights are an essential part of HIC contracts. The HIC regulatory framework includes cancellation rights to ensure that consumers have three days to read, analyze and get assistance in understanding the terms of their contract before it is binding.

87. The HIC Rules actually specify the language required to be included in both the contract and in a separate notice, describing how consumers may cancel and what happens once they do. These notices provide a step-by-step guide on how to cancel, and are designed to ensure that contractors do not engage in abusive tactics such as insisting consumers pay undisclosed

cancellation fees. They also notify the consumer when the right to cancel ends, so there is no uncertainty as to that date.

88. The HIC Rules require that every HIC contract contain, in immediate proximity to the space reserved in the contract for the signature of the buyer, in bold face type a minimum size of 10 points, a statement in the following form:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

89. Respondents provided hundreds of consumers with contracts that blatantly misstate this contractual right, and that omit the detailed Notice of Cancellation disclaimers and forms required by the HIC Rules.

90. Rather than comply with the legal requirements, Radiant Solar contracts contain the following abbreviated and non-compliant notice of cancellation right:

YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAYS [sic] AFTER YOU SIGN THIS AGREEMENT. CANCELLATION SHOULD BE COMMUNICATED IN WRITING OR EMAIL TO RADIANT SOLAR[.]

91. Radiant Solar contracts blatantly misstate the Notice of Cancellation language required by the HIC Rules, and provide instructions that conflict with consumers' actual rights. In fact, the HIC Rules specifically allow for consumers to "cancel the home improvement contract by notifying the contractor at any time, in any manner and by any means of his or her intention to cancel" until the contractor provides the cancellation notice as required by law. 6 RCNY § 2-221(f).

92. Since Respondents never provided the cancellation notice as required by law, then, consumers should have been able to cancel their contracts at any point—a right that every consumer was deprived of because of Respondents failure to apprise consumers of these rights.

93. Respondents' disclaimer further deceives consumers by failing to disclose that Radiant Solar must provide the consumer a separate, detailed Notice of Cancellation form, mandated by the Rule, that carefully describes the cancellation process and consumers' actual rights and protections. And then, unsurprisingly, Respondents fail to actually provide these forms.

94. Respondents' failure to provide consumers with the legally required Notice of Cancellation contract language and the accompanying forms illegally interferes with consumers' right to cancel, and once again illustrates how Respondents deprive consumers of an essential consumer protection provided in the HIC Rules.

E. Respondents' Contracts Failed to Include Its License Number

95. Respondents failed to list Radiant's DCWP-issued license number on hundreds of contracts, as required by law.

96. By failing to include its license number in contracts, Respondents frustrate a core function of the City's HIC licensing scheme—ensuring that consumers harmed by Respondents' conduct are able to identify the party responsible and know the appropriate regulatory agency for reporting problems.

V. RESPONDENTS' INSTALLATIONS ARE OFTEN DEFECTIVE AND INCOMPLETE

97. Respondents' illegal business practices extend beyond the appalling tactics they use in their sales and contracting process, and continue into the installation process itself—the actual service consumers have been deceived into purchasing from Respondents. An alarming number

of consumers have filed complaints regarding Respondents' failure to complete safe or adequate installations.

98. The HIC Code prohibits contractors from failing to perform contracted work in a “skillful and competent” manner. Home improvement contractors are required to have the necessary training and expertise to meet building code and industry standards of safety and structural integrity. Inferior work can not only cause damage to a consumer's property; it can also render that home unsafe. Home improvement contractors must also demonstrate their competency in, and knowledge of, industry safety, permitting, and legal standards by passing a Home Improvement Examination given by the Department in order to be licensed.

99. One Queens homeowner, A. Klein, who himself is a construction superintendent with extensive experience, observed Respondents' incompetent work from the moment installation began. Klein watched as Respondents' crew began mounting the solar panel braces in the completely wrong orientation. Klein immediately alerted the crew that they appeared to be installing the equipment contrary to the design specifications. To Klein's shock and surprise, the crew's “correction” left multiple unnecessary penetrations in his new roof, which the crew sealed only with a temporary caulk.

100. Respondents also failed to competently manage the permit process required to successfully complete the project as promised to consumers. Approximately one month after installation, DOB inspected Klein's property and identified numerous deficiencies that required correction. Although Respondents sent workers back to make those corrections, they never resubmitted the project for sign-off with DOB, and ignored Klein's attempts to obtain updates. Ultimately, Klein had to assume responsibility for the permit himself, coordinate directly with Radiant Solar's architect, provide additional photographs, and shepherd the project through DOB

until it received final approval—tasks Radiant Solar was contractually and legally obligated to perform. Most consumers, of course, lack Klein’s knowledge of, and experience with, the permit system, and would have been entirely out of luck.

101. Respondents’ lack of skill, care and oversight became even more apparent to Klein as additional system failures emerged. Approximately one year after installation, a critical component in the solar panel system failed, causing half of the solar array to entirely stop producing electricity. Because Respondents had abandoned the project, Klein was forced to contact the equipment manufacturer directly, who ultimately referred him to an independent technician located in Atlantic City—the nearest available service provider. Klein paid out-of-pocket for this technician to travel to New York City, where the technician confirmed that half of the system had apparently not been generating power for some time, and identified additional improper work, including a skinned power-supply wire that required removal and replacement.

102. Klein’s unique knowledge and experience allowed him to identify and deal with many of Respondents’ incorrect installation practices, unsafe electrical work, abandonment of required DOB processes, failure to provide warranties, and refusal to remedy system failures. But he was far from the only person subjected to shoddy and damaging installations. According to consumers who have spoken to the Department:

- Radiant Solar’s defective installation caused E. Williams’ roof to collapse after a rainstorm, causing thousands of dollars in property damage.²
- Radiant Solar’s defective installation on E. Simms’ roof caused severe water leakage that damages numerous rooms and floors in her house every time it rains.

² Mahsa Saeidi, NYC homeowner claims faulty solar panel installation lost him thousands of dollars, CBS NEWS (Nov. 12, 2024), <https://www.cbsnews.com/newyork/news/solar-panel-installation-investigation/>.

- Radiant Solar’s crew carelessly threw roof tiles from the rooftop all over T. Liu’s property while working. One tile hit and broke Liu’s skylight causing the roof to leak and damage Liu’s personal property. Radiant Solar refused to fix Liu’s skylight, causing Liu to contact and pay additional contractors to restore the damage caused by Radiant Solar.

103. The Department’s investigation revealed that, from 2021 through 2024, Radiant Solar has failed DOB inspections no fewer than *50 times*. The details of these failed inspection reports reflect the same conduct complained of by so many consumers.

104. Concerningly, the inspection reports also reveal that Radiant Solar frequently fails to install the anchors tethering the solar panels to the roof per what is required by code, and even more frequently, fails to affix risk of electrocution warning labels that are required by law.

105. Whether described by frustrated consumers, or detailed in DOB’s many failed inspection reports, it is clear that Respondents failed to perform its contracted work in a skillful and competent manner.

VI. RESPONDENTS FAILED TO COMPLY WITH THEIR OBLIGATIONS TO SECURE TAX INCENTIVES FOR CONSUMERS

106. The HIC Rules prohibit contractors from deviating from or disregarding the agreed terms in a contract without written consent of the owner. Respondents regularly violate this aspect of the Rule. Respondents promise consumers that the company will secure the NYC Solar Electric Generating System (“SEGS”) tax abatement for them when inducing them to contract with Radiant, then abandons this agreed-upon condition without the knowledge or consent of the consumer.

107. The SEGS tax abatement is a solar incentive for NYC homeowners. It comes in the form of property tax abatement for homes that install and use solar power. This tax abatement

is, understandably, a reason many consumers explore purchasing and using solar energy in the City.

108. Like many solar companies, Respondents regularly use the SEGS incentive as a tool to solicit customers. However, instead of presenting the tax abatement in its true form, Respondents display it in a solicitation as a hypothetical “discount” on a consumer’s monthly payments when presenting the total costs of the project. Respondents’ salespeople give consumers written monthly payment and cost estimates with the SEGS abatement discounts subtracted from the total monthly payment estimates, as if the abatement reduced consumers’ monthly payments as soon as payments become due.

109. In addition to misrepresenting the timing and form of the SEGS abatements, Respondents, in many instances, fail to even obtain the benefit for the consumer as promised. SEGS incentive applications must be submitted to DOB, which then determines eligibility for the abatement and approves the application upon a passed inspection of the completed solar installation. Once DOB approves a SEGS application, DOF administers the benefit to the consumer.

110. But for dozens of consumers, Respondents promised to secure the SEGS incentive and actually filed the application, but then abandoned any effort to complete the approval process after DOB issued a failed inspection, or for other unknown reasons. This means that many consumers—who rarely understand the tax abatement application process fully—are left stranded, with no idea of how to secure any of the promised incentives.

111. Additionally, because Respondents rarely explain the complex SEGS application and approval process to consumers, many may be completely unaware that their SEGS application

remains open and pending years after Respondents completed the installation, meaning they are not able to receive any of the benefits at all.

112. Respondents, by failing to complete the SEGS application process for their customers, fail to provide the financial benefits it promised to consumers.

VII. RESPONDENTS UNDERMINED THE LICENSING PROCESS

A. Radiant Solar's Unlicensed Activity

113. HICs that do not hold an active DCWP-issued HIC license are prohibited from soliciting, canvassing, selling, performing, or obtaining any home improvement contract with a NYC consumer. Even if an HIC has a pending license application, it may not engage in any HIC activity until DCWP approves its application and issues the required HIC license.

114. On or about September 27, 2021, WJB acting as owner and on behalf of Radiant, applied to DCWP for its first HIC license. DCWP issued Radiant Solar its first HIC license on November 3, 2021.

115. The Department's investigation revealed, however, that for almost six months prior to the issuance of its license, Radiant Solar solicited, and entered into, dozens of home improvement contracts with NYC consumers, in violation of the licensing law.

116. Radiant Solar entered into these contracts, many of which were signed by WJB, financed, and worth tens of thousands of dollars, all at a time when WJB and Radiant were not legally authorized to solicit, perform, or even advertise HIC work in the City.

117. By holding itself out as an authorized and qualified contractor while unlicensed, Radiant Solar deprived consumers of the protections afforded by the City's licensing scheme (e.g., the City's Home Improvement Contractor Trust Fund) and undermined market fairness by competing with law-abiding HICs.

B. Respondents' False Ownership Representations

118. Radiant Solar has submitted three HIC license applications to the Department. Its initial application was dated September 27, 2021; its first renewal application was dated February 13, 2023; and its most recent renewal application was dated March 17, 2025. Every DCWP license application requires the applicant to affirm that all information provided is true, correct, and complete, and informs the applicant of the penalties for providing false statements. William James Bushell signed each of these license applications indicating he is the sole owner of Radiant Solar.

119. On November 7, 2024, pursuant to the Department's investigative demand, Radiant Solar produced corporate ownership documents demonstrating that, since 2020—before it submitted any applications—Radiant Solar has been 50% owned by William James Bushell and 50% owned by Nicholas Benhamou, and not 100% owned by William James Bushell as he affirmed in each of Radiant's license applications.

120. The Department requires true and accurate ownership information as a material part of any application for a license. The Department requires ownership information so that it can investigate whether the parties involved have a history of unlawful conduct, and to otherwise properly assess the applicant's fitness to hold a license.

121. Respondents' misrepresentations of Radiant's ownership undermined the Department's ability to protect the public interest and enforce regulatory standards by assessing, amongst other things, whether Nicolas Benhamou has any prior violations, disciplinary actions, or other factors that may impact an applicant's fitness to hold a HIC license.

VIII. WILLIAM JAMES BUSHELL IS INDIVIDUALLY LIABLE FOR HIS OWN CONDUCT AND FOR THAT OF RADIANT SOLAR

122. WJB has detailed knowledge of, and actively runs, participates in and profits from the fraudulent, illegal, and deceptive practices alleged herein.

123. WJB has been intimately involved in the management and day-to-day operations of Radiant Solar since its founding. In fact, Radiant Solar was previously named William James Bushell Corp, after WJB himself. From at least March 2023 to April 2024, Radiant Solar's corporate office was WJB's personal residence.

124. WJB represents Radiant Solar in interactions with DCWP: In his capacity as principal and owner, WJB signs and submits license applications to DCWP seeking approval for Radiant Solar to operate as an HIC in the City. WJB reviews and responds to consumer complaints filed with DCWP regarding Radiant Solar's improper and illegal behavior. WJB also regularly responds to other public and private complaints, including from the BBB and the New York Department of State, Division of Consumer Protection.

125. WJB has, in the past, represented through counsel that Radiant Solar has no employees.

126. WJB negotiates and consummates contracts with lenders on behalf of Radiant Solar. In his capacity as principal and owner, WJB reviews, authorizes, and signs Radiant Solar's agreements with home improvement lenders, which agreements require that Radiant Solar illegally advertise, promote, or arrange those lenders' loan services, as alleged herein.

127. WJB personally represents Radiant Solar in interactions with harmed consumers. WJB solicits and signs installation contracts, illegally promotes home improvement loans to consumers, and identifies himself to lenders as the Radiant Solar salesperson arranging those loans.

128. Due to WJB's direct control and involvement with every aspect of Radiant Solar's practices, WJB is aware of and liable for the fraudulent, illegal, and deceptive practices alleged herein.

VIOLATIONS

COUNT ONE

*Misleading “IMMEDIATE SAVINGS” Claim
in Violation of NYC Admin. Code § 20-700
(at least 149 violations)*

129. The CPL prohibits “any deceptive or unconscionable trade practice in the sale, lease, rental or loan or in the offering for sale, lease, rental, or loan of any consumer goods or services, or in the collection of consumer debts.” NYC Admin. Code § 20-700.

130. Under NYC Admin. Code § 20-701(a), a deceptive trade practice is defined as:

Any false, falsely disparaging, or misleading oral, written, digital, or electronic statement, visual description or other representation or omission of any kind made in connection with the sale, lease, rental, or loan or in connection with the offering for sale, lease, rental, or loan of consumer goods or services, or in the extension of consumer credit or in the collection of consumer debts, which has the capacity, tendency or effect of directly or indirectly deceiving or misleading consumers.

131. Deceptive trade practices include, but are not limited to, “the use, in any representation, of exaggeration, innuendo, or ambiguity as to a material fact, or the failure to state a material fact, if such use of, or failure to state, a material fact deceives or tends to deceive[.]” NYC Admin. Code § 20-701(a)(1).

132. Respondents committed at least 149 violations of NYC Admin. Code § 20-700 by advertising on its website for 149 days the extravagant and deceptive claim that consumers would see immediate savings on their household expenses by purchasing solar panels and installation from Radiant Solar.³

³ This misleading immediate savings claim similarly violates 6 RCNY § 2-222(r), which requires that claims as to “performance, protection, results which will be obtained by or realized from a particular home improvement product or service shall be based on known and provable facts.” The Rule further states that, “[e]xtravagant claims such as ‘cuts fuel bill 30 percent ...’ the accuracy of which is dependent on factors over which the advertiser or seller has no control, should not be used.” *Id.*

133. The accuracy of the immediate savings claims is entirely dependent on factors Radiant Solar does not and cannot control, such as utility rate structures, sunlight conditions and the speed at which the New York City Department of Buildings and Finance processes tax incentive documentation that must be submitted by Radiant Solar, and therefore it is a deceptive, misleading, and extravagant claim in violation of NYC Admin. Code § 20-700.

134. On this count, the Department seeks civil penalties of \$525 per violation, or \$3,500 if the violation was knowing, pursuant to 6 RCNY § 6-47.

COUNT TWO

*Falsely Advertising BBB Accreditation and A+ Rating
in Violation of NYC Admin. Code § 20-700
(at least 143 violations)*

135. The Consumer Protection Law prohibits “any deceptive or unconscionable trade practice in the sale, lease, rental or loan or in the offering for sale, lease, rental, or loan of any consumer goods or services, or in the collection of consumer debts.” NYC Admin. Code § 20-700.

136. Deceptive trade practices include, but are not limited to, representations “that goods or services have sponsorship, approval, certification, accessories, characteristics, ingredients, uses, benefits, or quantities that they do not have; [or] the supplier has a sponsorship, approval, status, affiliation, or connection that he or she does not have[.]” NYC Admin. Code § 20-701(a)(1).

137. Respondents committed at least 143 violations of NYC Admin. Code § 20-700 by repeatedly advertising and stating, through its website, that it had BBB approval or certification or “A+” ratings.

138. On this count, the Department seeks civil penalties of \$525 per violation and \$3,500 per “knowing” violation pursuant to 6 RCNY § 6-47.

COUNT THREE

*Publishing Deceptive Solar Sweepstakes Advertisements
in Violation of NYC Admin. Code § 20-393(5)
(at least 23 violations)*

139. Under NYC Admin. Code § 20-393(5), HIC licensees are prohibited from “[d]irectly or indirectly publishing any advertisement relating to home improvements which contains an assertion, representation or statement of fact which is false, deceptive, or misleading[.]”

140. Respondents committed at least 23 violations of NYC Admin. Code § 20-393(5) by directly or indirectly publishing at least 23 advertisements relating to its home improvement services that contain false, deceptive, and misleading statements regarding a sweepstakes that Radiant Solar did not register with the State of New York, did not have the authority to conduct, and never conducted, such that no prizes were ever awarded.

141. On this count, the Department seeks civil penalties of \$750 per violation pursuant to 6 RCNY § 6-29, and the revocation of Radiant Solar’s temporary operating license.

COUNT FOUR

*Failure to List License Number in Advertisements
in Violation of 6 RCNY § 2-222(a)
(at least 1 violation)*

142. Pursuant to 6 RCNY § 2-222(a), all “advertising and sales literature must contain the license number of the contractor.”

143. Respondents committed at least 1 violation 6 RCNY § 2-222(a) by failing to list its DCWP-issued license number on its website advertising for at least 147 days.

144. On this count, the Department seeks a civil penalty of \$500 pursuant to 6 RCNY § 6-29.

COUNT FIVE

*Illegally Advertising and Promoting Lender Services
in Violation of NYC Admin. Code § 20-393(17)
(at least 232 violations)*

145. Under NYC Admin. Code § 20-393(17), no HIC licensee “shall, in connection with any home repair or home improvement, act as an agent for, or advertise, promote or arrange for the services of a lender or its affiliate to secure a home loan or a home improvement loan for or on behalf of an owner.”

146. Respondents committed at least 232 violations of NYC Admin. Code § 20-393(17) by steering consumers to, advertising for, and promoting the loan services of those three lenders with whom they have promotion agreements.

147. On this count, the Department seeks civil penalties of \$750 per violation pursuant to 6 RCNY § 6-29.

COUNT SIX

*Paying Consumers Illegal Welcome Check Gifts as Inducement to Contract
in Violation of NYC Admin. Code § 20-393(16)(b)
(at least 65 violations)*

148. Pursuant to NYC Admin. Code § 20-393(16)(b), no “contractor shall offer, deliver, pay, credit or allow to the owner any gift, bonus award or merchandise, trading stamps, or cash loan as an inducement to enter a home improvement contract.”

149. Respondents committed at least 65 violations of NYC Admin. Code § 20-393(16)(b) by offering “Welcome Check” cash gifts to consumers as inducement to enter into a home improvement contract with Radiant Solar.

150. On this count, the Department seeks civil penalties of \$750 per violation pursuant to 6 RCNY § 6-29.

COUNT SEVEN

*Misrepresenting Solar Tax Incentive Benefits as Inducement to Contract
in violation of NYC Admin. Code § 20-393(2)
(at least 59 violations)*

151. Under NYC Admin. Code § 20-393(2), HIC licensees are prohibited from making “any substantial misrepresentation in the solicitation or procurement of a home improvement contract, or making any false promise of character likely to influence, persuade or induce.”

152. Respondents committed at least 59 violations of NYC Admin. Code § 20-393(2) by falsely claiming or misrepresenting, through written estimates or oral statements, that potential solar tax credits or abatements would directly lower the consumer’s monthly payments in an effort to induce consumers to enter a home improvement contract.

153. On this count, the Department seeks civil penalties of \$750 per violation pursuant to 6 RCNY § 6-29, and the revocation of Radiant Solar’s temporary operating license.

COUNT EIGHT

*Misrepresenting Costs of Services and Dealer Fees
in Violation of NYC Admin. Code § 20-700
(at least 263 violations)*

154. The CPL prohibits “any deceptive or unconscionable trade practice in the sale, lease, rental or loan or in the offering for sale, lease, rental, or loan of any consumer goods or services, or in the collection of consumer debts.” NYC Admin. Code § 20-700.

155. Under NYC Admin. Code § 20-701(a), a deceptive trade practice is defined as:

Any false, falsely disparaging, or misleading oral, written, digital, or electronic statement, visual description or other representation or omission of any kind made in connection with the sale, lease, rental, or loan or in connection with the offering for sale, lease, rental, or loan of consumer goods or services, or in the extension of consumer credit or in the collection of consumer debts, which has the capacity, tendency or effect of directly or indirectly deceiving or misleading consumers.

156. Deceptive trade practices include, but are not limited to, “the use, in any representation, of exaggeration, innuendo, or ambiguity as to a material fact, or the failure to state a material fact, if such use of, or failure to state, a material fact deceives or tends to deceive[.]” NYC Admin. Code § 20-701(a)(1).

157. Respondents committed at least 263 violations of NYC Admin. Code § 20-700 by misrepresenting and failing to disclose, in connection with the sale of its solar installation services and promotion of home improvement loans, that a significant percentage of the loan principal paid by the consumer is directly for a dealer fee Radiant agreed to pay to the lenders it partnered with, and not for the solar panel system and installation as is represented on Radiant Solar’s contracts and invoices.

158. On this count the Department seeks civil penalties of \$525 per violation, or \$3,500 if the violation was knowing, pursuant to 6 RCNY § 6-47.

COUNT NINE

*Receipt of Loan Proceeds Without Legally Required Agreements
in Violation of NYC Admin. Code § 20-393(18)
(at least 206 violations)*

159. Under NYC Admin. Code § 20-393(18), no contractor shall “receive payment from the proceeds of a home improvement loan except by an instrument payable solely to the borrower,” or at the election of the borrower, “through a third party escrow agent in accordance with terms established in a written agreement signed by the borrower, the lender and the contractor prior to disbursement.”

160. Respondents committed at least 206 violations of NYC Admin. Code § 20-393(18) by receiving loan proceeds directly from the lender without involvement of a third party escrow agent pursuant to an agreement signed by the borrower, lender, and contractor, prior to

disbursement for at least 206 home improvement loans that were not paid from an instrument payable solely to the borrower.

161. On this count, the Department seeks civil penalties of \$750 per violation pursuant to 6 RCNY § 6-29, and the revocation of Radiant Solar’s temporary operating license.

COUNT TEN

*Failing to Perform Work in a Skillful and Competent Manner
in Violation of NYC Admin. Code § 20-393(11)
(at least 45 violations)*

162. NYC Admin. Code § 20-393(11) prohibits contractors from “[f]ailing to perform work under a home improvement contract in a skillful and competent manner.”

163. Respondents violated NYC Admin. Code § 20-393(11) at least 45 times by failing to perform its work in a skillful and competent manner, and in doing so, causing roof and other property damage, incurring numerous failed DOB inspections, and delaying the consumers’ ability to achieve any financial benefit from the solar installation while, at the same time, these consumers were obligated to continue paying costly loans.

164. On this count, the Department seeks civil penalties of \$750 per violation pursuant to 6 RCNY § 6-29, and the revocation of Radiant Solar’s temporary operating license.

COUNT ELEVEN

*Repeated Deviation, Disregard, and Abandonment of Incentives Agreement
in Violation of NYC Admin. Code § 20-393(1)
(at least 31 violations)*

165. NYC Admin. Code § 20-393(1), prohibits the “[d]eviation from or disregard of the plans or specifications or any terms and conditions agreed to under a home improvement contract in any material respect without the written consent of the owner.”

166. Respondents specifically included in its agreements with consumers a term setting forth that consumers would receive tax abatements for their use of the solar panels Radiant was

installing. However, in order for Respondents' customers to receive the NYC SEGS tax abatement, DOB must first inspect Radiant Solar's installation and issue a Letter of Completion, which is then used to apply the SEGS tax abatement to a consumer's property.

167. For at least 31 consumers, Radiant Solar initiated the SEGS application process with DOB, but after DOB issued failed inspections, or for other reasons outside the consumers' control, Radiant Solar abandoned any effort to secure the Letter of Completion required for the tax abatement's issuance.

168. In doing so, Respondents violated NYC Admin. Code § 20-393(1) at least 31 times by disregarding or deviating from its contractual promise to use good faith reasonable efforts to secure incentives for consumers.

169. On this count, the Department seeks civil penalties of \$750 per violation pursuant to 6 RCNY § 6-29, and the revocation of Radiant Solar's temporary operating license.

COUNT TWELVE

*Failure to Provide License Number on Contracts
in Violation of 6 RCNY § 2-221(a)(1)
(at least 237 violations)*

170. Under 6 RCNY § 2-221(a)(1), every home improvement contract must contain "the date of the transaction, the contractor's name, office address, telephone number and license number."

171. Respondents violated 6 RCNY § 2-221(a)(1) at least 237 times by failing to list its DCWP-issued HIC license number on at least 237 home improvement contracts with consumers.

172. On this count, the Department seeks civil penalties of \$500 per violation pursuant to 6 RCNY § 6-29.

COUNT THIRTEEN

*Failure to Provide Completion Date Is of Essence Clause in Contracts
in Violation of 6 RCNY § 2-221(a)(2)
(at least 237 violations)*

173. Under 6 RCNY § 2-221(a)(2), every home improvement contract must specify “whether or not the contractor and the owner have determined a definite completion date to be of the essence.”

174. Respondents violated 6 RCNY § 2-221(a)(2) at least 237 times by failing to specify in its contracts with consumers whether or not the parties have determined a definite completion date to be of the essence.

175. On this count, the Department seeks civil penalties of \$500 per violation pursuant to 6 RCNY § 6-29.

COUNT FOURTEEN

*Failing to Provide Lien Notice in Contracts
in Violation of 6 RCNY § 2-221(a)(4)
(at least 237 violations)*

176. Under 6 RCNY § 2-221(a)(4), every home improvement contract must provide “a notice to the owner purchasing the home improvement that the contractor or subcontractor who performs on the contract and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws.”

177. Respondents violated 6 RCNY § 2-221(a)(4) at least 237 times by failing to provide the notice in its contracts with consumers that the contractor or subcontractor who performs on the contract and is not paid may have a claim against the owner which may be enforced against the property in accordance with the applicable lien laws.

178. On this count, the Department seeks civil penalties of \$500 per violation pursuant to 6 RCNY § 6-29.

COUNT FIFTEEN

Failing to Provide Deposit Notice as Required by Section 71-a of the New York State Lien Law and in Violation of 6 RCNY § 2-221(a)(5) (at least 237 violations)

179. Under 6 RCNY § 2-221(a)(5), every home improvement contract must provide:

a notice to the owner purchasing the home improvement that the home improvement contractor is legally required to deposit all payments received prior to completion in accordance with subdivision four of § 71-a of the New York State Lien and that, in lieu of such deposit, the home improvement contractor may post a bond or contract of indemnity with the owner guaranteeing the return or proper application of such payments to the purposes of the contract.

180. Respondents violated 6 RCNY § 2-221(a)(5) at least 237 times by failing to provide notice in contracts with consumers that it is required to deposit payments in accordance with § 71-a of the New York State Lien and that, in lieu of such deposit, Radiant Solar may post a bond or contract of indemnity with the consumer guaranteeing the return or proper application of such payments to the purposes of the contract.

181. On this count, the Department seeks civil penalties of \$500 per violation pursuant to 6 RCNY § 6-29.

COUNT SIXTEEN

Failure to Provide Workers' Compensation Notice in Contracts in Violation of 6 RCNY § 2-221(a)(8) (at least 237 violations)

182. Pursuant to 6 RCNY § 2-221(a)(8), every home improvement contract must contain “a clause wherein the contractor agrees to furnish the buyer with a certificate of Workers’ Compensation Insurance prior to commencement of work pursuant to the contract.”

183. Respondents have violated 6 RCNY § 2-221(a)(8) at least 237 times by providing consumers contracts without a clause wherein Radiant Solar agrees to furnish the consumer with a certificate of Workers’ Compensation Insurance prior to commencement of work.

184. On this count, the Department seeks civil penalties of \$500 per violation pursuant to 6 RCNY § 6-29.

COUNT SEVENTEEN

*Providing Improper Notice of Cancellation Notices in Contracts
in Violation of 6 RCNY § 2-221(a)(10)
(at least 237 violations)*

185. Pursuant to 6 RCNY § 2-221(a)(10), every home improvement contract must contain, in immediate proximity to the space reserved in the contract for the signature of the buyer, in bold face type a minimum size of 10 points, a statement in the following form:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

186. Respondents violated 6 RCNY § 2-221(a)(10) at least 237 times by providing consumers, in proximity to the space reserved in the contract for the signature of the buyer, a cancellation notice that appears to be less than size 10 font and does not state the required language quoted above. For example, many such Radiant Solar contracts contain the following improper cancellation notice:

YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAYS AFTER YOU SIGN THIS AGREEMENT. CANCELATION SHOULD BE COMMUNICATED IN WRITING OR EMAIL TO RADIANT SOLAR TO 5900 Arlington Ave, Suite 6S, Bronx NY 10471

187. On this count, the Department seeks civil penalties of \$500 per violation pursuant to 6 RCNY § 6-29.

COUNT EIGHTEEN

*Misrepresenting Consumer's Right to Cancel
in Violation of 6 RCNY § 2-221(e)
(at least 237 violations)*

188. Pursuant to 6 RCNY § 2-221(e), home improvement contractors “shall not misrepresent *in any manner* the buyer’s right to cancel” (emphasis added).

189. Further, pursuant to 6 RCNY § 2-221(g), the consumer’s “notice of cancellation to the contractor need not take the form prescribed and shall be sufficient if it indicates the [consumer’s] intention not to be bound.”

190. Respondents violated 6 RCNY § 2-221(e) at least 237 times by misrepresenting consumers’ right to cancel at least 237 contracts. By stating in its contracts that cancellation should be communicated in writing or email, and failing to provide the separate and required Notice of Cancellation that fully and accurately describes the consumer’s cancellation rights, Radiant Solar has misrepresented the consumer’s right to cancel at least 237 times.

191. On this count, the Department seeks civil penalties of \$500 per violation pursuant to 6 RCNY § 6-29.

COUNT NINETEEN

*Failing to Provide Separate Notice of Cancellation Forms
in Violation of 6 RCNY § 2-221(b)
(at least 237 violations)*

192. Pursuant to 6 RCNY § 2-221(b), every home improvement contractor must “furnish to the buyer at the time s/he signs the home improvement contract a separate completed form in duplicate captioned “‘NOTICE OF CANCELLATION’ which shall be attached to the contract and be easily detachable[.]”

193. Respondents violated 6 RCNY § 2-221(b) at least 237 times by failing to provide consumers, at the time of signing the contract, a Notice of Cancellation form as required by law.

194. On this count, the Department seeks civil penalties of \$500 per violation pursuant to 6 RCNY § 6-29.

COUNT TWENTY

*Unlicensed Activity in Violation of NYC Admin. Code § 20-387(a)
(at least 151 violations)*

195. NYC Admin. Code § 20-387(a) provides that no HIC “shall solicit, canvass, sell, perform or obtain a home improvement contract as a contractor from an owner without a license therefor.”

196. Strict compliance with DCWP’s HIC licensing scheme is required regardless of whether the HIC knew of the licensing requirement, and regardless of whether the HIC had obtained permits from the NYC DOB for related work.

197. Respondents committed at least 151 violations of NYC Admin. Code § 20-387(a) by soliciting, advertising, and entering home improvement contracts with NYC consumers from at least June 5, 2021, through November 2, 2021.

198. On this count, the Department seeks civil penalties of \$1,000, plus \$100 for every day of unlicensed activity pursuant to NYC Admin. Code § 20-401 and 6 RCNY § 6-29.

COUNT TWENTY-ONE

*Making False Statements as to a Material Matter in License Applications
in Violation of NYC Admin. Code § 20-392(a)(2)
(at least 3 violations)*

199. NYC Admin. Code § 20-392(a)(2) provides that the Department may impose a fine and/or revoke a license if the licensee makes “any false statement as to a material matter in an any application for a license.”

200. Respondents committed at least 3 violations of NYC Admin. Code § 20-392(a)(2) by falsely stating its true ownership, a material matter to a license application, on three license applications for a HIC license.

201. On this count, the Department seeks civil penalties of \$500 per violation pursuant to 6 RCNY § 6-29, and the revocation of its temporary operating license.

RELIEF SOUGHT

WHEREFORE, the Department respectfully requests that OATH issue a Report and Recommendation pursuant to NYC Charter § 2203(h)(1) recommending the following:

1. Revoking Radiant Solar's temporary operating license to do business as an HIC, pursuant to Title 20 of the NYC Admin. Code;
2. Ordering Respondents to pay civil penalties in an amount to be determined at trial;
3. Ordering Respondents to pay restitution to consumers identified at the time of trial and unnamed consumers, who were victimized by Respondents' unlawful practices, pursuant to NYC Charter § 2203(h)(1), NYC Admin. Code §§ 20-104(e)(2) and 20-703(e), (g); and
4. Granting such other and further relief as is deemed just and proper.

Dated: January 22, 2026
New York, New York

For: Samuel A.A. Levine, Commissioner
New York City Department of
Consumer and Worker Protection

By: _____



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