

District Attorney Marc Bennett
18th Judicial District of Kansas



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WICHITA, KAN. – A \$220,977.00 default judgment was entered against a solar power sales and installation company for engaging in unconscionable and deceptive acts and practices under the Kansas Consumer Protection Act (KCPA). The matter was investigated by the Office of the District Attorney's Consumer Protection Division after receiving consumer complaints against Design 1 Group LLC.

The Consumer Protection Division alleged Design 1 Group LLC violated the KCPA by contracting for services without a license, making false representations regarding the issuance of permits, making false representations regarding the coordination and scheduling of inspections, making false representations regarding rebates, improperly installing consumers' solar systems, failing to install proper equipment required by Evergy for connection to the electrical grid, failing to disclose the impact of solar panel orientation on energy savings, and failing to provide proper three-day notices of cancellation.

The court ordered Design 1 Group LLC to pay \$106,780 in restitution to the consumers, \$110,000.00 in civil penalties, as well as court costs and investigation fees. The court also enjoined Design 1 Group LLC from engaging in all business in Kansas unless properly licensed and only after obtaining all necessary permits.

The District Attorney reminds consumers to exercise care when shopping for a solar power system. The District Attorney suggests consumers, at a minimum, consider the following issues prior to purchasing a solar system:

- 1) **Life of System and Transferability:** How long do I plan to stay in my home? (Most solar systems are designed to stay on a home for at least 20 years). If I move, is the contract transferrable? How will the solar system affect home value if I decide to sell? If the system is financed, will a property tax lien prevent me from selling my home until the loan is paid off?
- 2) **Costs:** What is the real cost of the solar system? How do I pay for the system? Do I understand how and when I will receive any rebates or tax credits that are offered?
- 3) **Benefits:** Do I understand the solar system's energy output and what offset it provides? Do I understand how the system stores power? Do I understand what direction the solar panels need to be facing for maximum energy generation? (South is best. North is worst.)
- 4) **Seller/Warranties:** Is the seller properly licensed? Do prior customer reviews of the solar company suggest they stand behind their systems? Do I know the necessary steps to be taken with Evergy to be connected to the electrical grid? Do I understand the system's maintenance requirements and warranty coverage? Who is responsible for damage to the solar system from severe weather and other sources? What about roof replacement if the roof is damaged but the solar panels are still functioning?

The default judgment was ordered on April 15, 2024 by Judge Faith Johnson.

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