

HENRY HART
Senior Deputy Attorney General
Attorney I.D. #24599
Office of Attorney General
Bureau of Consumer Protection
21 South 12th Street, 2nd Floor
Philadelphia, PA 19107
215-560-2414
Attorney for Plaintiff

IN THE MATTER OF:	:	COURT OF COMMON PLEAS
	:	PHILADELPHIA COUNTY
COMMONWEALTH OF PENNSYLVANIA	:	
Acting by Attorney General	:	
THOMAS W. CORBETT, JR.	:	
	:	No. 2006
 Plaintiff	:	
	:	
 vs.	:	
	:	
DENNIS SCANNELL, individually and	:	
d/b/a DANA CONTRACTORS, INC.	:	
	:	
 Defendant	:	CIVIL ACTION – EQUITY

COMPLAINT IN EQUITY

The Commonwealth of Pennsylvania, acting by its Attorney General, Thomas W. Corbett, Jr., through the Bureau of Consumer Protection (herein referred to as the “Commonwealth” and/or “Plaintiff”), brings this action to obtain injunctive relief, civil penalties, restitution and costs against Defendant, and avers as follows:

1. This Complaint is brought pursuant to the Unfair Trade Practices and Consumer Protection Law, Act of December 17, 1968, P.L. 1224, as amended, 73 P.S. § 201-1 *et seq.* (herein referred to as the “Consumer Protection Law”), which authorizes the Attorney General to bring an action in the name of the Commonwealth to restrain by temporary or permanent

injunction unfair methods of competition and unfair or deceptive acts or practices declared unlawful therein.

2. The Commonwealth believes and therefore avers that Defendant is using, and/or has used methods, acts or practices declared unlawful by § 201-3 of the Consumer Protection Law.

3. The Commonwealth believes and therefore avers that the public interest is served by seeking before this Honorable Court an injunction to restrain the methods, acts or practices complained of herein.

4. Further, the Commonwealth requests restitution, civil penalties, costs and other appropriate equitable relief.

5. This Court has jurisdiction of this action pursuant to § 761 of the Judicial Code, 42 P.S. § 761.

THE PARTIES

6. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection (herein referred to as the “Commonwealth” and/or “Plaintiff”), which has offices located at 21 South 12th Street, 2nd Floor, Philadelphia, Pennsylvania 19107.

7. Defendant, Dennis Scannell, is an adult individual residing at 2213 Orthodox Street, Philadelphia, PA 19137 (herein referred to as “Defendant”).

8. At all times relevant and material hereto, Defendant engaged in trade and commerce within the Commonwealth of Pennsylvania as a general contractor with a business address at 2760 Belgrade Street, Philadelphia, PA 19134.

9. The Bureau of Consumer Protection has received numerous consumer complaints

against the Defendant.

10. The Commonwealth believes and therefore avers, that there are also additional consumers that have not filed complaints with the Bureau of Consumer Protection who have also been harmed due to the methods, acts and practices of the Defendant, which include, but are not limited to, those as alleged herein.

COUNT I

FAILURE TO DELIVER SERVICES AS PROMISED

11. Plaintiff incorporates herein Paragraphs 1 through 10 as though the same were more fully set forth herein at length.

12. Defendant accepted substantial payments from consumers for various contracting services and thereafter failed to perform the work or failed to perform the work in a workmanlike manner.

13. Defendant failed to respond to consumers' telephone calls, complaints, or inquires.

14. A listing of the consumers that filed complaints with the Bureau of Consumer Protection or who have been identified in complaints filed with the Bureau of Consumer Protection, including the amount each person paid to Defendant, is attached hereto and incorporated herein as Exhibit "A".

15. Upon information and belief, there were approximately ten (10) consumers from which Defendant had received payments totaling in excess of Thirty-Three Thousand (\$33,000.00) Dollars and to whom services were not provided or were provided in an unsatisfactory manner.

16. Defendant failed to provide refunds to all customers.

17. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair acts or practices in the conduct of trade or commerce prohibited by § 3 of the Consumer Protection Law, as defined by § 2 of said Law, including, but not limited to, the following:

- (a). Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have; and
- (b). Section 201-2(4)(vii), which prohibits representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (c). in violation of § 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised;
- (d). Section 201-2(4)(xvi), which prohibits “making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing;” and
- (e). in violation of § 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

18. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the Defendant.

19. The Commonwealth believes that the public interest is served by seeking before this Court a Permanent Injunction to restrain the methods, acts and practices described herein.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendant's conduct as described in the Complaint to be in violation of the Consumer Protection Law.

B. Directing the Defendant to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices which violate the Consumer Protection Law.

C. Permanently enjoining Defendant and all other persons acting on his behalf, directly or indirectly, from:

- (i). Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, in violation of § 201-2(4)(v) of the Consumer Protection Law;
- (ii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another, in violation of § 201-2(4)(vii) of the Consumer Protection Law;
- (iii). Advertising goods or services with the intent not to sell them as advertised, in violation of § 201-2(4)(ix) of the Consumer Protection Law;
- (iv). Making repairs, improvements or replacements on tangible, real or

personal property, of a nature or quality inferior to or below the standard of that agreed to in writing, in violation of § 201-2(4)(xvi) of the Consumer Protection Law;

(v). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of § 201-2(4)(xxi) of the Consumer Protection Law.

D. Prohibiting Defendant from otherwise violating the Consumer Protection Law;

E. Requiring Defendant to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000.00) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000.00) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

F. Permanently enjoining Defendant in any capacity, from doing business in the Commonwealth of Pennsylvania and requiring Defendant to forfeit his right to engage in any business in the Commonwealth of Pennsylvania until he has paid all restitution, refunds, civil penalties and costs referred to herein;

G. Requiring Defendant, prior to engaging in any business in the Commonwealth, to provide to the Commonwealth through the Office of Attorney General, Bureau of Consumer Protection, Philadelphia Regional Office, written notice of the location of such business and the purpose of such business;

H. Requiring Defendant to pay the Commonwealth's investigative and litigation costs in this matter;

I. Granting such other general and/or further relief as the Court deems just and proper.

COUNT II

FAILURE TO PROPERLY RESPOND TO REFUND REQUEST

20. Plaintiff incorporates herein Paragraphs 1 through 19 as though the same were more fully set forth herein at length.

21. Although the Defendant received monies from consumers for services that were promised but never provided or provided in an unsatisfactory manner, the Defendant failed to properly and timely respond to refund requests when made by those disappointed consumers.

22. Consumers have complained that they have had difficulty contacting the Defendant. The Defendant has failed to return phone messages left by consumers on his answering machine.

23. The aforesaid methods, acts and practices of Defendant constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by § 201-3 of the Consumer Protection Law, including but not limited to the following:

- (a). in violation of § 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have;
- (b). in violation of § 201-2(4)(vii), representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
- (c) in violation of § 201-2(4)(xvi), which prohibits “making repairs,

improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing;” and

- (d). in violation of § 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

24. At all times relevant hereto, the unlawful methods, acts and practices complained of have been willfully used by Defendant.

25. The Commonwealth believes that the public interest is served by seeking before this Court a Permanent Injunction to restrain the methods, acts, and practices described herein.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendant’s conduct as described in the Complaint to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendant and all other persons acting on his behalf, directly or indirectly, from:

- (i). Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have, in violation of § 201-2(4)(v) of the Consumer Protection Law;
- (ii). Representing that goods or services are of a particular

standard, quality or grade, or that goods are of a particular style or model, if they are of another, in violation of § 201-2(4)(vii) of the Consumer Protection Law;

(iii). Making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing, in violation of § 201-2(4)(xvi); and

(iv). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of § 201-2(4)(xxi) of the Consumer Protection Law.

C. Prohibiting Defendant from otherwise violating the Consumer Protection Law;

D. Requiring Defendant to make full restitution to each and every consumer who is entitled to restitution from Defendant under the Consumer Protection Law;

E. Requiring Defendant to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000.00) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000.00) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

F. Permanently enjoining Defendant in any capacity, from doing business in the Commonwealth of Pennsylvania and requiring Defendant to forfeit his right to engage in any business within the Commonwealth of Pennsylvania until he has paid all restitutions, refunds, civil penalties and costs referred to herein;

G. Requiring Defendant, prior to engaging in any business in the Commonwealth, to provide to the Commonwealth through the Office of Attorney General, Bureau of Consumer Protection, Philadelphia Regional Office, written notice of the location of such business and the purpose of such business;

H. Requiring Defendant to pay the Commonwealth's investigative and litigation costs in this matter;

I. Granting such other general and/or further relief as the Court deems just and proper.

COUNT III

FAILURE TO PROVIDE REQUISITE NOTICE OF CANCELLATION

26. Plaintiff incorporates Paragraphs 1 through 25 as though the same were more fully set forth herein at length.

27. Defendant sells or contracts to sell to consumers services and goods, having a sale price of \$25.00 or more, as a result of, or in connection with, a call on the buyer at his/her residence, in person and otherwise, but does not provide the buyer with a fully completed receipt (or copy of any written contract), containing the written notice to consumers of their three day right to cancel, as required by § 201-7(b)(1) of the Consumer Protection Law.

28. The Defendant does not provide consumers with a proper notice of cancellation form in duplicate, as required by § 201-7(b)(1) of the Consumer Protection Law.

29. The Defendant does not inform the buyer at the time he/she purchases the services or goods (or signs the contract) of his right to cancel, as required by § 201-7(d) of the Consumer Protection Law.

30. According to § 201-7(e) of the Consumer Protection Law, the cancellation period

shall not begin to run until the buyer has been informed of his right to cancel and has been provided with copies of the “Notice of Cancellation.”

31. The aforesaid methods, acts and practices of the Defendant constitutes unfair methods of competition and unfair or deceptive acts or practices as prohibited by § 201-3 of the Consumer Protection Law, including but not limited to the following:

- (i). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of § 201-2(4) (xxi) of the Consumer Protection Law;
- (ii). Failing to provide consumers with the required notice of cancellation;
- (iii) Failing to otherwise fully comply with §201-7 of the Consumer Protection Law.

32. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by Defendant.

33. The Commonwealth believes that the public interest is served by seeking before this Court a Permanent Injunction to restrain the methods, acts and practices described herein.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring Defendant’s conduct as described in the Complaint to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendant, and their officers, agents, employees and all other persons acting on his behalf, directly or indirectly, from:

- (i). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of § 201-2(4) (xxi) of the Consumer Protection Law;
- (ii). Failing to provide consumers with the required notice of cancellation;
- (iii) Failing to otherwise fully comply with §201-7 of the Consumer Protection Law.

C. Prohibiting Defendant from otherwise violating the Consumer Protection Law;

D. Requiring Defendant to make full restitution to each and every consumer who is entitled to restitution from Defendant under the Consumer Protection Law.

E. Requiring Defendant to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000.00) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000.00) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

F. Permanently enjoining Defendant in any capacity, from doing business in the Commonwealth of Pennsylvania and requiring Defendant to forfeit his right to engage in any business within the Commonwealth of Pennsylvania until he has paid all restitution, refunds, civil penalties and costs referred to herein;

G. Requiring Defendant, prior to engaging in any business in the Commonwealth, to provide to the Commonwealth through the Office of Attorney General, Bureau of Consumer Protection, Philadelphia Regional Office, written notice of the location of

such business and the purpose of such business;

H. Requiring Defendant to pay the Commonwealth's investigative and litigation costs in this matter;

I. Granting such other general and/or further relief as the Court deems just and proper.

Respectfully Submitted,

THOMAS W. CORBETT, JR.
Attorney General

FRANK T. DONAGHUE ,
Chief Deputy Attorney General
Director, Bureau of Consumer Protection

Date: _____

BY: _____

HENRY HART
Senior Deputy Attorney General
Office of Attorney General
Bureau of Consumer Protection
21 S. 12th Street, 2nd Floor
Philadelphia, PA 19107
(215) 560-2414

**THIS IS NOT A COMPLUSORY
 ARBITRATION CASE** - This case has been brought by the Commonwealth of Pennsylvania under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1 *et seq.*,
**AN ASSESSMENT OF DAMAGES
 HEARING IS REQUIRED**

HENRY HART
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 Attorney I.D. #24599
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Attorney for Plaintiff

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COMMONWEALTH OF PENNSYLVANIA	:	
Acting by Attorney General	:	
THOMAS W. CORBETT, JR.	:	
	:	No. M.D. 2006
Plaintiff	:	
	:	
vs.	:	
	:	
DENNIS SCANNELL, individually and	:	
d/b/a DANA CONTRACTORS, INC.	:	
	:	
Defendant	:	CIVIL ACTION - EQUITY

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action **within twenty (20) days** after this Complaint and notice are served, by entering an appearance personally or by attorney and filing in writing with the

court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral and Information Service
Philadelphia Bar Association
1101 Market Street, 11th Floor
Philadelphia, PA 19107
(215) 238-6333

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objections a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede

decider a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED LE DEBE TOMAR ESTA NOTA A SU ABOGADO
INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO NI NO PUEDE
PROPORCIONAR UNO, IR A NI TELEFONEAR EL CONJUNTO DE LA OFICINA
(OFICINAS) ADELANTE ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR
CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.**

**SI USTED NO PUEDE PROPORCIONA PARA EMPLEAR UN ABOGADO,
ESTE MAYO DE LA OFICINA ES CAPAZ DE PROPORCIONARLO CON
INFORMACION ACERCA DE AGENCIAS ESA OFERTA DE MAYO LOS SERVICIOS
LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO.**

ASOCIACION DE LICENCIADOS DE FILADELFIA
SERVICIO DE REFERENCIA E INFORMACION LEGAL
1101 Market Street, 11th Floor
Philadelphia, PA 19107
(215) 238-6333