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 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
	:	MONTGOMERY COUNTY, PA
COMMONWEALTH OF PENNSYLVANIA	:	
Acting by Attorney General	:	
THOMAS W. CORBETT, JR.	:	
Plaintiff	:	No.
	:	
vs.	:	
	:	
E.A.V. BUILDING IMPROVEMENTS and	:	
EDWARD A. VENTRESCA, Individually	:	
1792 Rockwell Road	:	
Abington, PA 19001	:	
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.

THE PARTIES

5. 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.

6. EAV Building Improvements is a home contracting business doing business in Pennsylvania at a location of 1792 Rockwell Road, Abington, PA 19001.

7. Edward Ventresca is an adult individual residing at 903 North York Road, Willow Grove, PA 19090 (herein referred to as “Defendant”).

8. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania as a general contractor with a business address at 1792 Rockwell Road, Abington, PA 19001.

9. The Bureau of Consumer Protection has received several 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

DEFENDANT CREATED THE FALSE IMPRESSION THAT HE WAS A PERSONAL FRIEND OF JUDGE MICHAEL FISHER (THEN ATTORNEY GENERAL FISHER) AND HAD AN AFFILIATION WITH THE ATTORNEY GENERAL'S BUREAU OF CONSUMER PROTECTION

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

12. Defendant verbally told Mr. Ventresca that he was a personal friend of Judge Fisher and that he and Judge Fisher believed in protecting the consumer.

13. Defendant used official Office of Attorney General - Bureau of Consumer Protection stationary to create the impression he was affiliated with the Bureau of Consumer Protection ("BCP").

14. Defendant used BCP stationary for preparing Defendant's official work estimates.

15. Defendant used BCP stationary when submitting applications and documents to various townships.

16. Defendant was and is not a personal friend of Judge Fisher.

17. Defendant is not affiliated with the Bureau of Consumer Protection.

18. 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) Section 201-2(4)(i), which prohibits “passing off goods or services as those of another”;
- (b). Section 201-2(4)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services”;
- (c). Section 201-2(4)(iii), which prohibits “causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another”;
- (d). Section 201-2(4)(iv), which prohibits “using deceptive representations or designations of geographic origin in connection with goods or services”;
- (e). 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 sponsorship, approval, status, affiliation or connection that he does not have”;
- (f). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”

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

20. 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). Passing off goods or services as those of another, in violation of § 201-2(4)(i) of the Consumer Protection Law;
- (ii). Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;
- (iii). Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of § 201-2(4)(iii) of the Consumer Protection Law;
- (iv). Using deceptive representations or designations of geographic origin in connection with goods or services, in violation of § 201-2(4)(iv) of the Consumer Protection Law;
- (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, in violation of § 201-2(4)(v) of the Consumer Protection Law; and
- (vi). 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 II

FAILURE TO DELIVER SERVICES AS PROMISED

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

22. Defendant accepted substantial payments from consumers for various contracting services and thereafter failed to perform the work.

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

24. Upon information and belief, Defendant received payments from Mr. Samtmann totaling in excess of Sixty Eight Thousand Dollars (\$68,000.00) and to whom services were not provided or were provided in an unsatisfactory manner.

25. Defendant failed to provide a refund.

26. 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)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services”;
- (b). Section 201-2(4)(iii), which prohibits “causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another”;
- (c). 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

- (d). 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;
- (e). in violation of § 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised;
- (f). 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
- (g). in violation of § 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

28. 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). Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;
- (ii). Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of § 201-2(4)(iii) of the Consumer Protection Law;
- (iii). 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;
- (iv). 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;
- (v). 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;

- (vi). 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;
- (vii). 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 III

FAILURE TO PERFORM SERVICES IN A WORKMANLIKE MANNER

29. Plaintiff incorporates herein Paragraphs 1 through 28 as though the same were more fully set forth herein at length.

30. Defendant failed to perform services in a workmanlike manner.

31. Defendant accepted money to perform services in a certain manner.

32. Defendant failed to perform the service in the manner specified.

33. Defendant left out steps, saving labor costs and/or failed to provide materials specified in his estimate.

34. Defendant failed to complete tasks, leaving them only partially finished.

35. 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). 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 sponsorship, approval, status, affiliation or connection that he does not have”;
- (b). Section 201-2(4)(vii), which prohibits “representing that goods or are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another”;
- (c). Section 201-2(4)(xiv) which prohibits “failing to comply with the terms of

any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;”

- (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). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”

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

37. 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). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of § 201-2(4)(xiv) 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); and
- (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.

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 IV

FAILURE TO PROPERLY RESPOND TO REFUND REQUEST

38. Plaintiff incorporates herein Paragraphs 1 through 37 as though the same were more fully set forth herein at length.

39. Although the Defendant received monies from Samtmann 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.

40. Despite repeated requests that Defendant refund Samtmann's money, he refused.

41. 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). Section 201-2(4)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source
- (b). 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 sponsorship, approval, status, affiliation or connection that he does not have”;
- (c). Section 201-2(4)(vii), which prohibits “representing that goods or are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another”;
- (d) Section 201-2(4)(xiv) which prohibits “failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;”
- (e) 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
- (f). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”

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

43. 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). Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;
- (ii). 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;
- (iii). 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;
- (iv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made, in violation of § 201-2(4)(xiv) of the Consumer Protection Law;
- (v). 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

- (vi). 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 V

FAILURE TO PROVIDE REQUISITE NOTICE OF CANCELLATION

44. Plaintiff incorporates Paragraphs 1 through 43 as though the same were more fully set forth herein at length.

45. 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.

46. The Defendant does not provide consumers with a proper notice of cancellation form in duplicate, as required by § 201-7(b)(2) of the Consumer Protection Law.

47. 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.

48. 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.”

49. The aforesaid methods, acts and practices of the Defendant constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by § 201-3 and § 201-7 of the Consumer Protection Law, including but not limited to the following:

(a). Section 201-2(4) (xxi), which prohibits “engaging in any other fraudulent

or deceptive conduct which creates a likelihood of confusion or of misunderstanding”;

- (b). Section 201-7(b), which prohibits “failing to provide consumers with the required notice of cancellation”;
- (c) Failing to otherwise fully comply with §201-7 of the Consumer Protection Law.

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

51. 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, in violation of §201-7(b) of the Consumer Protection Law;
- (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.

COUNT VI

FAILURE TO OBTAIN THE NECESSARY PERMITS

52. Plaintiff incorporates herein Paragraphs 1 through 51 as though the same were more fully set forth herein at length.

53. Defendant failed to obtain the necessary permits required to lawfully perform work as alleged by Samtmann and the Township of Springfield, PA.

54. Defendant failed to perform work in conformity with relevant building codes in localities which he provided service to Samtmann.

55. 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). Section 201-2(4)(ii), which prohibits “causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services”;
- (b). Section 201-2(4)(iii), which prohibits “causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another”;
- (c). 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”;
- (d). Section 201-2(4)(vii), which prohibits “representing that goods or are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another”; and
- (e). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent

or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”

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

57. 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). Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of § 201-2(4)(ii) of the Consumer Protection Law;
- (ii). Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another, in violation of § 201-2(4)(iii) of the Consumer Protection Law;
- (iii). Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person sponsorship, approval, status, affiliation or connection that he does not have, in violation of § 201-2(4)(v)

of the Consumer Protection Law;

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

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 VII

FAILURE TO COMPLY WITH BUSINESS CORPORATION LAW AND FICTITIOUS NAMES ACT

58. Plaintiff incorporates herein Paragraphs 1 through 57 as though the same were more fully set forth herein at length.

59. Upon information and belief, Defendants are and have been trading and doing business in the Commonwealth of Pennsylvania using the fictitious name "E.A.V. Building Improvements."

60. Upon information and belief, Defendants have not registered the name "E.A.V. Building Improvements" with the Pennsylvania Department of State Corporation Bureau in accordance with the requirements of the Business Corporation Law (15 Pa.C.S. §1101 *et seq.*), and/or the Fictitious Names Act (54 Pa.C.S. §301 *et seq.*).

61. The aforesaid methods, acts or practices constitute unfair methods of competition and unfair or deceptive 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, as follows:

- (a). Section 201-2(4)(ii), which prohibits "causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or

certification of goods or services”;

- (b). Section 201-2(4)(iii), which prohibits “causing likelihood of confusion or of misunderstanding as to the affiliation, connection, or association with, or certification by, another”;
- (c). 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
- (d). Section 201-2(4)(xxi), which prohibits “engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.”

62. Citizens of the Commonwealth are suffering and will continue to suffer irreparable harm unless the acts and practices complained of are enjoined.

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

- A. Declaring Defendants’ conduct as described in the Complaint to be in violation of the Consumer Protection Law;
- B. Permanently enjoining Defendants, their officers, agents, servants, employees, and all other persons acting on their behalf, directly or indirectly, from:
 - (i) Engaging in conduct which has the likelihood of causing confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of § 201-2(4)(ii) of the Consumer Protection Law;

- (ii) Engaging in conduct which has the likelihood of causing confusion or misunderstanding as to the affiliation, connection, or association with, or certification by, another in violation of § 201-2(4)(iii);
- (iii) 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 in violation of § 201-2(4)(v) of the Consumer Protection Law; 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 Defendants from otherwise violating the Consumer Protection Law;

D. Requiring Defendants to pay to 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 in the amount 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;

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

F. Requiring Defendants to permanently forfeit their right to engage in trade or commerce within the Commonwealth of Pennsylvania whether acting individually, in a

partnership capacity, through any agent acting on their behalf, or through any corporate or other business device;

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

H. Granting such other relief as the Court deems necessary and appropriate.

Respectfully Submitted,

THOMAS W. CORBETT, JR.
Attorney General

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

Date: _____

BY: _____

HENRY HART, III
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**

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 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
	:	MONTGOMERY COUNTY, PA
COMMONWEALTH OF PENNSYLVANIA	:	
Acting by Attorney General	:	
THOMAS W. CORBETT, JR.	:	
Plaintiff	:	No.
	:	
vs.	:	
	:	
E.A.V. BUILDING IMPROVEMENTS and	:	
EDWARD A. VENTRESCA, Individually	:	
1792 Rockwell Road	:	
Abington, PA 19001	:	
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
Montgomery County Bar Association
100 W. Airy Street, rear
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