

IN THE COURT OF COMMON PLEAS OF
BERKS COUNTY, PENNSYLVANIA

CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA	: NO.
BY ATTORNEY GENERAL	:
THOMAS W. CORBETT, JR.	:
	:
PLAINTIFF	:
	:
v.	:
RONALD RENNINGER, Individually	:
and d/b/a A CHIMNEY DOCTOR and	:
ACE OF SWEEPS	:
	:
DEFENDANT	:

NOTICE

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 A WRITTEN 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 NOTICE TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE(S) 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 SERVICE
BERKS COUNTY BAR ASSOCIATION
544 COURT STREET
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READING, PA 19603

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Attorney for Plaintiff

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and d/b/a A CHIMNEY DOCTOR and :
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 DEFENDANT :

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection (hereinafter "Commonwealth" or "Plaintiff"), and brings this action pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (hereinafter referred to as the "Consumer Protection Law" or "CPL"). The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain by injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by §201-3 of the Consumer Protection Law. In support of this action the Commonwealth respectfully represents the following:

THE PARTIES

1. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General ("Commonwealth" or "Plaintiff") Thomas W. Corbett, Jr., through the Bureau of

Consumer Protection, Lehigh Valley Regional Office, 801 Hamilton Street, 4th Floor,
Allentown, Lehigh County, Pennsylvania 18101.

2. Defendant, Ronald Renninger (hereinafter “Defendant”), is an adult with a last known residential address of 112 W. Wesner Road, Blandon, PA 19510.

BACKGROUND

3. Defendant is believed to be the owner and operator of ‘(A) Chimney Doctor’ (hereinafter “Chimney Doctor”) with a business address of 112 W. Wesner Road, Blandon, PA 19510.

4. Defendant is also believed to be the owner and operator of another chimney business, ‘(A) Ace of Sweeps.’

5. Defendant is engaged in trade and commerce within Pennsylvania through the operation of a chimney repair and cleaning service. Defendant advertises that his business is involved in the following: chimney cleaning and rebuilding, cap and stove installation and installing stainless steel liners.

6. The Defendant’s business, ‘(A) Chimney Doctor,’ is not currently registered as a fictitious name with the Pennsylvania Department of State.

7. The Defendant’s business, ‘(A) Ace of Sweeps,’ is also not currently registered as a fictitious name with the Pennsylvania Department of State.

8. The Defendant has an unsatisfactory record with the Better Business Bureau due to unanswered complaints relating to service issues, refund practices and contract disputes.

9. The Defendant advertised his business via the yellow pages; a magnet “A Chimney Doctor: Comprehensive Chimney Care”; and, word of mouth. A copy of the “A Chimney Doctor” yellow page advertisement is attached hereto as Exhibit “A.”

10. Defendant also provides a Yellow Page Coupon offering fifteen dollars (\$15.00) off chimney caps or a chimney cleaning. A copy of the coupon is attached hereto as Exhibit “B.”

11. Furthermore, Defendant represents on the aforementioned coupon that he is “Berks County’s Only A.C.T. Grad.”

12. After diligent research, the Commonwealth has reason to believe that an A.C.T. Grad has no relation whatsoever to the chimney sweep business.

13. The Defendant, Ronald Renninger, has entered into agreements with consumers at their residences and elsewhere for a variety of work and home improvement services including, but not limited to, chimney cleaning and rebuilding, cap and stove installation and installing stainless steel liners.

14. The Defendant has several form contracts which he uses for his business transactions. Redacted exemplary copies of his form contracts are attached hereto as Exhibit “C.”

15. Defendant’s contracts do not contain a “Notice of Cancellation”, advising the consumer of the right to cancel the transaction.

16. On some of Defendant’s contracts Defendant purports to be a “Chimney Doctor” by placing a stamp on his contracts depicting his name and address along with a red cross type symbol.

17. On other contracts, the Defendant fails to place his name, business nor personal, or any other information linking the Defendant or Defendant's business to the contract, thus making it difficult for the consumers to contact the Defendant.

18. On other contracts, not only does the Defendant fail to include his business or personal name, but he includes other business names which may lead to confusion or misunderstanding. For example, some of the contracts fail to state "A Chimney Doctor," but instead include "Home Saver, Chimney Relining Systems, Work Proposal," or "Forever Flex, The only Chimney Lining Systems with the Forever Warranty." See previously attached redacted contracts.

19. Some of the Defendant's contracts require the consumer to pay an initial deposit of half of the total contract price. This initial deposit is to be made at the time the agreement is made.

20. Provided on most of Defendant's contracts is an area, often called the "Acceptance of Proposal," designated for the signature of the consumer, purportedly to authorize the Defendant to do the work. However, on some of the contracts, the Defendant fails to obtain the signature of the consumer.

21. The Bureau of Consumer Protection has received consumer complaints about Defendant's business. These consumers complain of the Defendant's failure to start the contracted work, failure to complete the contracted work, or in some instances consumers complain about the fact that Defendant completed the work but did so in defective or improper manner. Additionally, consumers complained about the Defendant's initial failure to respond to the consumer's concerns.

22. Among the consumers victimized by the Defendant are citizens over the age of sixty (60).

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

24. The Commonwealth has reason to believe that the Defendant has used, is using, or is about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law.

25. The Commonwealth has reason to believe that the Defendant is in violation of Section 201-7 of the Consumer Protection Law.

26. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices hereinafter set forth, and to require restitution for the affected consumers who paid money to Defendant for materials and labor, and did not receive the labor and/or materials contracted for with Defendant.

27. Residents of the Commonwealth of Pennsylvania are suffering and will continue to suffer irreparable harm unless the acts and practices complained of herein are permanently enjoined.

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

COUNT I—VIOLATION OF THE CONSUMER PROTECTION LAW
FAILURE TO PROVIDE CONTRACTED SERVICES

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

30. Most of the Defendant's contracts include the following statement "All work will be completed in a substantial workmanlike manner . . ."

31. At times, the Defendant failed to start the agreed upon work after taking substantial payments from the consumers.

32. On other occasions, Defendant failed to complete work as agreed on contracts entered into with consumers.

33. There have been times when the Defendant would complete the contracted work but do so in a defective, improper or shoddy manner. At times, the work was not done in accordance with what the consumer requested and/or the work was done without the consumer's knowledge.

34. Defendant failed to fulfill his representation that he would provide skilled and competent chimney repair and other related service work.

35. Defendant failed to satisfactorily complete his contractual obligations.

36. Defendant did not fully perform the services contracted for with consumers or performed the services in an unsatisfactory manner.

37. Defendant failed complete work as agreed to in contracts entered into with consumers after taking substantial payments from the consumers.

38. The aforesaid acts and practices constitute unfair methods of competition and/or unfair and deceptive acts or practices prohibited by Section 201-3 of the Consumer Protection Law by, among other things:

(a) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2(4)(ii);

(b) Causing a likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by another in violation of 73 P.S. 201-2(4)(iii);

(c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or that they do not have or that person has a sponsorship, approval, status, affiliation, or connection that he does not have in violation of 73 P.S. 201-2(4)(v);

(d) 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 violation of 73 P.S. 201-2(4)(vii);

(e) Advertising goods or services with intent not to sell them as advertised in violation of 73 P.S. 201-2(4)(ix);

(f) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for purchase of goods or services in violation of 73 P.S. 201-2(4)(xiv);

(g) 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 73 P.S. 201-2(4)(xvi); and

(h) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of 73 P.S. 201-2(4)(xxi).

39. Said conduct on the part of Defendant Ronald Renninger is illegal and in violation of Section 201-3 of the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendant, his agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate 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. Directing the Defendant, pursuant to Section 201-8(b) of the Unfair Trade Practices and Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendant to disgorge and forfeit all profits he has derived as a result of his unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendant to pay the Commonwealth for the costs of its investigation and prosecution of this action;

- F. Directing the Defendant to forfeit his right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;
- G. Providing any other such relief as the Court may deem necessary and appropriate.

**COUNT II—VIOLATION OF THE CONSUMER PROTECTION LAW
FAILURE TO PROVIDE PROPER NOTICE OF RIGHT TO CANCEL**

40. Plaintiff incorporates paragraphs 1-39 as though the same were more fully set forth herein.

41. Contracts with the consumers were signed or orally agreed upon in the consumers' homes or were the result of a call or contact at the home.

42. Defendant failed to orally inform consumers at the time they signed the contract of their right to cancel as required by § 201-7(d).

43. Defendant failed to provide consumers with a completed “Notice of Cancellation” form in duplicate as required by § 201-7(b)(2).

44. None of the Defendant’s contracts provide consumers with the language required by § 201-7(b)(1) regarding the right to cancel.

45. Said conduct on the part of Defendant Ronald Renninger, is illegal and in violation of Section 201-3 of the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendant, his agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Consumer Protection Law including without limitation Section 201-7;
- 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. Directing the Defendant, pursuant to Section 201-8(b) of the Unfair Trade Practices and Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendant to disgorge and forfeit all profits he has derived as a result of his unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendant to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Directing the Defendant to forfeit his right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

G. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT III—VIOLATIONS OF THE FICTITIOUS NAMES ACT

46. The Commonwealth incorporates paragraphs 1 through 45 as though the same were set forth herein at length.

47. Defendant '(A) Chimney Doctor' is not a registered fictitious name with the Pennsylvania Department of State.

48. The Defendant's additional chimney sweep business, '(A) Ace of Sweeps,' is also not currently registered as a fictitious name with the Pennsylvania Department of State.

49. The Fictitious Names Act, 54 Pa. C.S.A. § 301 *et seq.*, states that "any entity which either alone or in combination with any other entity conducts any business in the Commonwealth of Pennsylvania under or through any fictitious name shall register the fictitious name with the Pennsylvania Department of State."

50. Defendant in doing business as '(A) Chimney Doctor' has violated the Fictitious Names Act.

51. Defendant in doing business as '(A) Ace of Sweeps,' has violated the Fictitious Names Act.

52. A violation of the Fictitious Names Act is a *per se* violation of the Consumer Protection Law.

53. By failing to comply with the Fictitious Names Act, Defendant has engaged in the following unfair or deceptive acts or practices as defined by the following subsections of § 201-2(4) of the Consumer Protection Law by, among other things:

(a) Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2(4)(ii);

(b) Causing likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another in violation of 73 P.S. 201-2(4)(iii);

(c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that person has a sponsorship, approval, status, affiliation, or connection that he does not have in violation of 73 P.S. 201-2(4)(v) and;

(d) Engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of 73 P.S. 201-2(4)(xxi).

54. Said conduct on the part of Defendant Ronald Renninger is illegal and in violation of Section 201-3 of the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendant, his agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Fictitious Names Act;
- 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 and/or Fictitious Names Act;

- C. Directing the Defendant, pursuant to Section 201-8(b) of the Unfair Trade Practices and Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendant to disgorge and forfeit all profits he has derived as a result of his unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendant to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Directing the Defendant to forfeit his right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

G. Providing any other such relief as the Court may deem necessary and appropriate.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
THOMAS W. CORBETT, JR.
Attorney General

Date: _____

By: _____

JULIA N. FISHER
Deputy Attorney General
Attorney No. 200502
Office of Attorney General
Bureau of Consumer Protection
801 Hamilton Street, 4th. Floor
Allentown, PA 18101
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VERIFICATION

I, Carlos Cueva, Jr., being duly sworn according to law, hereby state that I am an Agent Supervisor for the Office of Attorney General, Bureau of Consumer Protection, Commonwealth of Pennsylvania and that I am authorized to make this Verification and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

Carlos Cueva
Consumer Protection Agent

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COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania acting by Attorney General Thomas W. Corbett, Jr., through the Bureau of Consumer Protection (hereinafter "Commonwealth" or "Plaintiff"), and brings this action pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (hereinafter referred to as the "Consumer Protection Law" or "CPL"). The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain by injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by §201-3 of the Consumer Protection Law. In support of this action the Commonwealth respectfully represents the following:

THE PARTIES

1. Plaintiff is the Commonwealth of Pennsylvania, acting by Attorney General ("Commonwealth" or "Plaintiff") Thomas W. Corbett, Jr., through the Bureau of

Consumer Protection, Lehigh Valley Regional Office, 801 Hamilton Street, 4th Floor, Allentown, Lehigh County, Pennsylvania 18101.

2. Defendant, Ronald Renninger (hereinafter "Defendant"), is an adult with a last known residential address of 112 W. Wesner Road, Blandon, PA 19510.

BACKGROUND

3. Defendant is believed to be the owner and operator of '(A) Chimney Doctor' (hereinafter "Chimney Doctor") with a business address of 112 W. Wesner Road, Blandon, PA 19510.

4. Defendant is also believed to be the owner and operator of another chimney business, '(A) Ace of Sweeps.'

5. Defendant is engaged in trade and commerce within Pennsylvania through the operation of a chimney repair and cleaning service. Defendant advertises that his business is involved in the following: chimney cleaning and rebuilding, cap and stove installation and installing stainless steel liners.

6. The Defendant's business, '(A) Chimney Doctor,' is not currently registered as a fictitious name with the Pennsylvania Department of State.

7. The Defendant's business, '(A) Ace of Sweeps,' is also not currently registered as a fictitious name with the Pennsylvania Department of State.

8. The Defendant has an unsatisfactory record with the Better Business Bureau due to unanswered complaints relating to service issues, refund practices and contract disputes.

9. The Defendant advertised his business via the yellow pages; a magnet “A Chimney Doctor: Comprehensive Chimney Care”; and, word of mouth. A copy of the “A Chimney Doctor” yellow page advertisement is attached hereto as Exhibit “A.”

10. Defendant also provides a Yellow Page Coupon offering fifteen dollars (\$15.00) off chimney caps or a chimney cleaning. A copy of the coupon is attached hereto as Exhibit “B.”

11. Furthermore, Defendant represents on the aforementioned coupon that he is “Berks County’s Only A.C.T. Grad.”

12. After diligent research, the Commonwealth has reason to believe that an A.C.T. Grad has no relation whatsoever to the chimney sweep business.

13. The Defendant, Ronald Renninger, has entered into agreements with consumers at their residences and elsewhere for a variety of work and home improvement services including, but not limited to, chimney cleaning and rebuilding, cap and stove installation and installing stainless steel liners.

14. The Defendant has several form contracts which he uses for his business transactions. Redacted exemplary copies of his form contracts are attached hereto as Exhibit “C.”

15. Defendant’s contracts do not contain a “Notice of Cancellation”, advising the consumer of the right to cancel the transaction.

16. On some of Defendant’s contracts Defendant purports to be a “Chimney Doctor” by placing a stamp on his contracts depicting his name and address along with a red cross type symbol.

17. On other contracts, the Defendant fails to place his name, business nor personal, or any other information linking the Defendant or Defendant's business to the contract, thus making it difficult for the consumers to contact the Defendant.

18. On other contracts, not only does the Defendant fail to include his business or personal name, but he includes other business names which may lead to confusion or misunderstanding. For example, some of the contracts fail to state "A Chimney Doctor," but instead include "Home Saver, Chimney Relining Systems, Work Proposal," or "Forever Flex, The only Chimney Lining Systems with the Forever Warranty." See previously attached redacted contracts.

19. Some of the Defendant's contracts require the consumer to pay an initial deposit of half of the total contract price. This initial deposit is to be made at the time the agreement is made.

20. Provided on most of Defendant's contracts is an area, often called the "Acceptance of Proposal," designated for the signature of the consumer, purportedly to authorize the Defendant to do the work. However, on some of the contracts, the Defendant fails to obtain the signature of the consumer.

21. The Bureau of Consumer Protection has received consumer complaints about Defendant's business. These consumers complain of the Defendant's failure to start the contracted work, failure to complete the contracted work, or in some instances consumers complain about the fact that Defendant completed the work but did so in defective or improper manner. Additionally, consumers complained about the Defendant's initial failure to respond to the consumer's concerns.

22. Among the consumers victimized by the Defendant are citizens over the age of sixty (60).

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

24. The Commonwealth has reason to believe that the Defendant has used, is using, or is about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law.

25. The Commonwealth has reason to believe that the Defendant is in violation of Section 201-7 of the Consumer Protection Law.

26. The Commonwealth believes that the public interest is served by seeking before this Court a permanent injunction to restrain the methods, acts and practices hereinafter set forth, and to require restitution for the affected consumers who paid money to Defendant for materials and labor, and did not receive the labor and/or materials contracted for with Defendant.

27. Residents of the Commonwealth of Pennsylvania are suffering and will continue to suffer irreparable harm unless the acts and practices complained of herein are permanently enjoined.

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

COUNT I—VIOLATION OF THE CONSUMER PROTECTION LAW
FAILURE TO PROVIDE CONTRACTED SERVICES

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

30. Most of the Defendant's contracts include the following statement "All work will be completed in a substantial workmanlike manner . . ."

31. At times, the Defendant failed to start the agreed upon work after taking substantial payments from the consumers.

32. On other occasions, Defendant failed to complete work as agreed on contracts entered into with consumers.

33. There have been times when the Defendant would complete the contracted work but do so in a defective, improper or shoddy manner. At times, the work was not done in accordance with what the consumer requested and/or the work was done without the consumer's knowledge.

34. Defendant failed to fulfill his representation that he would provide skilled and competent chimney repair and other related service work.

35. Defendant failed to satisfactorily complete his contractual obligations.

36. Defendant did not fully perform the services contracted for with consumers or performed the services in an unsatisfactory manner.

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38. The aforesaid acts and practices constitute unfair methods of competition and/or unfair and deceptive acts or practices prohibited by Section 201-3 of the Consumer Protection Law by, among other things:

(a) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2(4)(ii);

(b) Causing a likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by another in violation of 73 P.S. 201-2(4)(iii);

(c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or that they do not have or that person has a sponsorship, approval, status, affiliation, or connection that he does not have in violation of 73 P.S. 201-2(4)(v);

(d) 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 violation of 73 P.S. 201-2(4)(vii);

(e) Advertising goods or services with intent not to sell them as advertised in violation of 73 P.S. 201-2(4)(ix);

(f) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for purchase of goods or services in violation of 73 P.S. 201-2(4)(xiv);

(g) 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 73 P.S. 201-2(4)(xvi); and

(h) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of 73 P.S. 201-2(4)(xxi).

39. Said conduct on the part of Defendant Ronald Renninger is illegal and in violation of Section 201-3 of the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendant, his agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate 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. Directing the Defendant, pursuant to Section 201-8(b) of the Unfair Trade Practices and Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendant to disgorge and forfeit all profits he has derived as a result of his unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendant to pay the Commonwealth for the costs of its investigation and prosecution of this action;

- F. Directing the Defendant to forfeit his right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;
- G. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT II—VIOLATION OF THE CONSUMER PROTECTION LAW
FAILURE TO PROVIDE PROPER NOTICE OF RIGHT TO CANCEL

40. Plaintiff incorporates paragraphs 1-39 as though the same were more fully set forth herein.

41. Contracts with the consumers were signed or orally agreed upon in the consumers' homes or were the result of a call or contact at the home.

42. Defendant failed to orally inform consumers at the time they signed the contract of their right to cancel as required by § 201-7(d).

43. Defendant failed to provide consumers with a completed "Notice of Cancellation" form in duplicate as required by § 201-7(b)(2).

44. None of the Defendant's contracts provide consumers with the language required by § 201-7(b)(1) regarding the right to cancel.

45. Said conduct on the part of Defendant Ronald Renninger, is illegal and in violation of Section 201-3 of the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendant, his agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Consumer Protection Law including without limitation Section 201-7;
- 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. Directing the Defendant, pursuant to Section 201-8(b) of the Unfair Trade Practices and Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendant to disgorge and forfeit all profits he has derived as a result of his unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendant to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Directing the Defendant to forfeit his right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

G. Providing any other such relief as the Court may deem necessary and appropriate.

COUNT III—VIOLATIONS OF THE FICTITIOUS NAMES ACT

46. The Commonwealth incorporates paragraphs 1 through 45 as though the same were set forth herein at length.

47. Defendant ‘(A) Chimney Doctor’ is not a registered fictitious name with the Pennsylvania Department of State.

48. The Defendant’s additional chimney sweep business, ‘(A) Ace of Sweeps,’ is also not currently registered as a fictitious name with the Pennsylvania Department of State.

49. The Fictitious Names Act, 54 Pa. C.S.A. § 301 *et seq.*, states that “any entity which either alone or in combination with any other entity conducts any business in the Commonwealth of Pennsylvania under or through any fictitious name shall register the fictitious name with the Pennsylvania Department of State.”

50. Defendant in doing business as ‘(A) Chimney Doctor’ has violated the Fictitious Names Act.

51. Defendant in doing business as ‘(A) Ace of Sweeps,’ has violated the Fictitious Names Act.

52. A violation of the Fictitious Names Act is a *per se* violation of the Consumer Protection Law.

53. By failing to comply with the Fictitious Names Act, Defendant has engaged in the following unfair or deceptive acts or practices as defined by the following subsections of § 201-2(4) of the Consumer Protection Law by, among other things:

(a) Causing a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services in violation of 73 P.S. 201-2(4)(ii);

(b) Causing likelihood of confusion or of misunderstanding as to the affiliation, connection or association with, or certification by, another in violation of 73 P.S. 201-2(4)(iii);

(c) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that person has a sponsorship, approval, status, affiliation, or connection that he does not have in violation of 73 P.S. 201-2(4)(v) and;

(d) Engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding in violation of 73 P.S. 201-2(4)(xxi).

54. Said conduct on the part of Defendant Ronald Renninger is illegal and in violation of Section 201-3 of the Consumer Protection Law.

PRAYER FOR RELIEF

WHEREFORE, the Commonwealth respectfully requests this Honorable Court to enter an Order:

- A. Permanently enjoining the Defendant, his agents, successors, assigns, and employees acting directly or through any corporate device from engaging in the acts and practices alleged in this Complaint and any other acts and practices which violate the Fictitious Names Act;
- 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 and/or Fictitious Names Act;

- C. Directing the Defendant, pursuant to Section 201-8(b) of the Unfair Trade Practices and Consumer Protection Law, to pay civil penalties in the amount of One Thousand Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, which will increase to Three Thousand Dollars (\$3,000.00) for each violation involving a victim age 60 or older;
- D. Directing the Defendant to disgorge and forfeit all profits he has derived as a result of his unfair and deceptive acts and practices as set forth in this Complaint;
- E. Directing the Defendant to pay the Commonwealth for the costs of its investigation and prosecution of this action;
- F. Directing the Defendant to forfeit his right or franchise to engage in the home improvement contracting business within the Commonwealth of Pennsylvania until such time as all monies have been paid for restitution, costs and civil penalties;

G. Providing any other such relief as the Court may deem necessary and appropriate.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
THOMAS W. CORBETT, JR.
Attorney General

Date: _____

By: _____

JULIA N. FISHER
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IN THE COURT OF COMMON PLEAS OF
BERKS COUNTY, PENNSYLVANIA

CIVIL ACTION

COMMONWEALTH OF PENNSYLVANIA	: NO.
BY ATTORNEY GENERAL	:
THOMAS W. CORBETT, JR.	:
	:
PLAINTIFF	:
	:
v.	:
RONALD RENNINGER, Individually	:
and d/b/a A CHIMNEY DOCTOR and	:
ACE OF SWEEPS	:
	:
DEFENDANT	:

VERIFICATION

I, Carlos Cueva, Jr., being duly sworn according to law, hereby state that I am an Agent Supervisor for the Office of Attorney General, Bureau of Consumer Protection, Commonwealth of Pennsylvania and that I am authorized to make this Verification and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief.

Carlos Cueva
Consumer Protection Agent