

IN THE COURT OF COMMON PLEAS OF
MONROE COUNTY, PENNSYLVANIA
CIVIL TRIAL DIVISION

COMMONWEALTH OF PENNSYLVANIA :

By :
Attorney General Josh Shapiro :

Plaintiff :

v. :

CROWN FOOD CARTS, INC. :
3616 Kirkwood Hwy Suite A #1037 :
Wilmington, Delaware 19808 :

and :

ROBERT W. SCIFO :
individually, and as an Officer of :
of Crown Food Carts, Inc. :
1179 White Fairy Road :
Falls, Pennsylvania 18414 :

Defendants :

_____ Term, 2019

No. 2533 CV 19

CIVIL ACTION – EQUITY

PROthonotary
 2019 APR -3 11:41 AM
 MONROE COUNTY PA

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 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 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.

**Monroe County Bar Association
Find a Lawyer Program
913 Main Street, P. O. Box 786
Stroudsburg, Pennsylvania 18360
Telephone: (570) 424-7288
Facsimile: (570) 424-8234**

AVISO

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

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SI NO PUEDE CONTRATAR A UN ABOGADO, ESTA OFICINA PODRÍA LE PROPORCIONARLE INFORMACIÓN SOBRE LAS AGENCIAS QUE PUEDEN OFRECER SERVICIOS LEGALES A PERSONAS ELEGIBLES POR UNA TARIFA REDUCIDA O SIN CARGO.

**Asociacion De Licenciados De Monroe County
Programa de Encontrar un Abogado
913 Main Street, P. O. Box 786
Stroudsburg, Pennsylvania 18360
Teléfono: (570) 424-7288
Facsimil: (570) 424-8234
Asociacion De Licenciados De Pennsylvania: www.pabar.org**

JAMES S. WISE
Deputy Attorney General
PA Attorney I.D. No. 314913
Email: jwise@attorneygeneral.gov
Bureau of Consumer Protection
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Facsimile: (215) 560 2494
Attorney for Plaintiff

JAMES S. WISE
 Deputy Attorney General
 PA Attorney I.D. No. 314913
 Email: jwise@attorneygeneral.gov
 Bureau of Consumer Protection
 1600 Arch Street, Third Floor
 Philadelphia, Pennsylvania 19103
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**IN THE COURT OF COMMON PLEAS OF
 MONROE COUNTY, PENNSYLVANIA
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COMMONWEALTH OF PENNSYLVANIA	:	
By Attorney General Josh Shapiro	:	
	:	Term, 2019
Plaintiff	:	
v.	:	No. _____
	:	
CROWN FOOD CARTS, INC.	:	CIVIL ACTION – EQUITY
	:	
and	:	
	:	
ROBERT W. SCIFO	:	
individually, and as an Officer of	:	
of Crown Food Carts, Inc.	:	
	:	
Defendants	:	
	:	

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Josh Shapiro, through the Bureau of Consumer Protection (“Commonwealth” and/or “Plaintiff”), and brings this action on behalf of the Commonwealth pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.*, (“Consumer Protection Law”), to restrain by permanent injunction unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by the Consumer Protection Law.

The Commonwealth believes that Defendants are willfully using, have willfully used and/or are about to willfully use, the methods, acts or practices complained of herein. The Commonwealth believes that the public interest is served by seeking a permanent injunction from this Honorable Court to restrain the methods, acts and practices of the Defendants. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

The Commonwealth also seeks restitution, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law, as set forth herein.

In support thereof, the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(c)(1).

THE PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, acting by the Office of Attorney General, through the Bureau of Consumer, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Crown Food Carts, Inc. (“Crown” and/or “Defendant” and/or collectively one of the “Defendants”) is a Delaware business corporation registered with the Delaware Department of State with a registered business address of 3616 Kirkwood Highway, Suite A #1037, Wilmington, Delaware 19808. Defendant Crown is not registered with the

Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations:
Corporations Section (“Corporations Bureau”).

5. Defendant Robert W. Scifo (“Scifo” and/or “Defendant” and/or collectively as one of the “Defendants”) is an adult individual and an officer of Defendant Crown, most recently residing, upon information and belief, at 1179 White Fairy Road, Falls, Pennsylvania 18414.

BACKGROUND

6. At all times relevant and material hereto, Defendants engaged in trade and commerce in the Commonwealth of Pennsylvania by marketing, advertising and selling mobile food vending trucks, carts, and trailers—as well as related equipment and supplies—to consumers through the Internet from the website www.crownfoodcarts.com.

7. According to its website as of August 22, 2017, Defendants represented that Crown had sales offices located in Pennsylvania, Florida, Chile, Bahrain, and Saudi Arabia. A true and correct copy of the “Contact Us” section of Crown’s webpage is attached hereto and incorporated herein as Exhibit A.

8. Defendants represented that Crown operated a storage and shipping facility located at 527 Sumner Court, Allentown, Pennsylvania 18102.

9. Defendants represented that Crown operated a manufacturing facility located at 869 Interchange Road, Kresgeville, Pennsylvania 18333.

10. At all times relevant and material hereto, Defendant Scifo approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein and the practices and operations conducted under the business entity Crown Food Carts, Inc.

11. The unlawful acts and practices complained of herein were carried out pursuant to Defendant Scifo's direction and control, and Defendant Scifo directly participated in such unlawful acts and practices.

FACTS

12. In a typical consumer transaction with Defendants, a consumer would view available products via Defendants' website, complete an order form online, make electronic payment via the website, and receive a date or time frame within which the order would be ready for pickup or delivery.

13. In certain instances, consumers never received the products they ordered and for which they paid.

14. In certain instances, consumers who have received items from Defendants have complained that the orders were defective and/or otherwise not as had been advertised and represented by Defendants.

15. In certain instances, Defendants failed to provide refunds to the consumers who paid in full but failed to receive their ordered products or who were delivered defective products or products other than those ordered by the consumer.

16. Despite Defendants' consistent and repeated inability to deliver their goods in a timely manner, Defendants continued to offer the goods on their website and misrepresent to consumers that orders be completed by a specific date and/or within a specific time frame. True and correct copies of Defendants' written representations are attached hereto and incorporated herein as Exhibit B.

17. Upon information and belief, certain consumers, after receiving insufficient communication from Defendants with respect to the status of orders, attempted to visit

Defendants' business addresses in Kresgeville and Allentown and found the former space had been vacated, and the latter had never been occupied by Crown Food Carts.

18. Certain consumers, in the rare instances when they received a response from someone at the company, corresponded with an employee who identified himself as "Sean Plete." Several consumers later came to understand that "Plete" was in fact Scifo, pretending to be another employee in order to make the business appear more legitimate.¹

19. On March 1, 2018, criminal charges were filed in Monroe County against Defendant Scifo on four (4) felony counts and two (2) misdemeanor counts of each of the following offenses:

- a. Theft by Deception, as prohibited by 18 Pa.C.S.A. § 3922(a)(1);
- b. Theft by Unlawful Taking of Movable Property, as prohibited by 18 Pa.C.S.A. § 3921(a); and
- c. Theft by Failure to Make Required Disposition of Funds Received, as prohibited by 18 Pa.C.S.A. § 3927(a).

20. On April 19, 2018, criminal charges were filed in Monroe County against Defendant Scifo on six (6) felony counts and seven (7) misdemeanor counts of each of the following offenses:

- a. Theft by Deception, as prohibited by 18 Pa.C.S.A. § 3922(a)(1);
- b. Theft by Unlawful Taking of Movable Property, as prohibited by 18 Pa.C.S.A. § 3921(a); and
- c. Theft by Failure to Make Required Disposition of Funds Received, as

¹ In at least one instance, a product invoice issued by Defendant Crown listed this individual's name as "Sean Prette." *See* Ex. A.

prohibited by 18 Pa.C.S.A. § 3927(a).

21. On March 4, 2019, Defendant Scifo entered a guilty plea on one felony count of Theft by Failure to Make Required Disposition of Funds Received, one felony count of Theft by Unlawful Taking of Movable Property, one misdemeanor count of Theft by Deception, and one misdemeanor count of Theft by Unlawful Taking of Movable Property.

22. As of the date of the herein Complaint, the remaining criminal charges against Defendant Scifo were still pending.

23. The Commonwealth has received a number of consumer complaints against Defendants. The following are examples of what has been alleged in certain complaints submitted by consumers to the Commonwealth:

- a. On or about April 11, 2017, two Lehigh County consumers contracted with Defendants to purchase a customized trailer for a total price of \$11,200.00 and paid an initial deposit of \$9,000.00 upon signing the contract. According to the contract signed by the consumers, the trailer was supposed to be available by mid-May 2017. On June 12, 2017, the consumers had not yet received their trailer and Defendants represented to them via email that an appointment would be set for the trailer to be picked up the following week. On July 6, 2017, after sending numerous emails without a response, the consumers were told by Defendants that the “finishing touches” were being put on the trailer. Shortly thereafter, the consumers received a Certificate of Origin for the trailer in the mail and a notice that the trailer was ready to be picked up. The day before the pick up was set to occur, the consumers received a notice from Defendants that the pick up was cancelled. The following week, the consumers drove out to the pick up address provided by Defendants and observed that it was an empty warehouse. To date, Defendants never delivered the product and never refunded the consumers’ \$9,000.00.

- b. On or about March 1, 2017, a Bucks County consumer contracted with Defendants for a concession window with an add-on glass unit for a purchase price of \$899.00. The consumer paid in full upon ordering and Defendants represented to the consumer that the order would be available a week later, on March 8, 2017. On April 11, 2017, the consumer had not yet received his window and Defendants represented to the consumer via email that the window would be shipped for free via UPS no later than April 13, 2017. On April 18, 2017, Defendants represented to the consumer via email that the window had been shipped to the consumer's home address. On May 4, 2017, the consumer had not yet received his window and Defendants represented to the consumer via email that the window was never actually shipped because it was dented prior to shipping and was in the process of being repaired. On May 9, 2017, the consumer had not yet received his window and Defendants represented to the consumer via email that the window had been shipped with a scheduled delivery date of May 11, 2017. The delivery, however, never arrived. To date, Defendants never delivered the product and never refunded the consumer's \$899.00.
- c. On or about August 5, 2017, a consumer from Springfield, Illinois purchased a drop down concession window kit from Defendants' website for a total price of \$822.32, which was paid in full. On or about October 7, 2017, after having received nothing but repeated excuses and delays, the consumer contacted Defendants and threatened to file criminal charges against them. Approximately two days later, the consumer received a Fed Ex package from Defendants that did not match the product he had ordered. The consumer contacted Defendants and informed them of the incorrect order. Defendants blamed the error on Fed Ex but never delivered the correct product and never refunded the consumer's \$822.32.

As a result, the consumer had to expend additional funds to purchase the product from a different company.

- d. On or about May 12, 2017, a consumer from Virginia purchased a four-compartment concession sink from Defendants' website for a total price of \$879.82, which was paid in full via electronic check. Defendants never provided a delivery date nor any tracking information, despite numerous attempts by the consumer to obtain such information. Following several weeks of excuses from Defendants, the consumer stated via email that she wanted to cancel her order and be refunded immediately. To date, Defendants never delivered the product and never refunded the consumer's \$879.82.

24. The Commonwealth believes and therefore avers that there may be additional consumers who have not submitted complaints to the Commonwealth and who have also been harmed due to the methods, acts, and practices of Defendants, which include, but are not limited to, those alleged herein.

25. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of the Defendants, as herein complained of and as hereinafter set forth. Further, the Commonwealth requests injunctive relief, restitution, civil penalties, costs, and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW

DEFENDANTS FAILED TO DELIVER PRODUCTS AND FAILED TO PROVIDE REFUNDS TO CONSUMERS

26. The averments and allegations of the preceding paragraphs are incorporated as though the same were more fully set forth herein.

27. In certain instances, Defendants failed entirely to deliver products to consumers who paid in full for those products.

28. In certain instances, Defendants failed to provide refunds to consumers who paid in full but never received their products.

29. In certain instances, consumers tried to visit Defendants' business addresses to pick up their orders only to learn that the business addresses provided to them were actually abandoned and/or outright false.

30. 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 Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(iv), using deceptive representations or designations of geographic origin in connection with goods or services;
- b. Section 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;
- c. Section 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised; and
- d. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3, and 201-2(4)(iv), (v), (ix), and (xxi).

31. At all times relevant hereto, the unlawful methods, acts and practices complained

of have been willfully used by Defendants.

32. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

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

- A. Declaring Defendants' conduct to be in violation of the Consumer Protection Law.
- B. Permanently enjoining Defendants and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto.
- C. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law 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.
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each violation of the Consumer Protection Law involving consumers aged sixty (60) or older.
- E. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter.
- F. Enjoining Defendants from owning, operating, managing or otherwise

controlling a business which markets, advertises or sells goods or services, whether through a website or otherwise, from a location in Pennsylvania.

G. Enjoining Defendants from operating or otherwise controlling a business which markets, advertises or sells goods or services to consumers located in Pennsylvania, whether through a website or otherwise.

H. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

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

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW

DEFENDANTS FAILED TO DELIVER PRODUCTS WITHIN THE TIME PROMISED AND/OR DELIVERED DEFECTIVE PRODUCTS OR PRODUCTS OTHER THAN THOSE ORDERED

33. The averments and allegations of the preceding paragraphs are incorporated as though the same were more fully set forth herein.

34. In certain instances, Defendants failed to deliver food carts and/or related products to consumers or failed to deliver those products to consumers in a timely manner or as promised.

35. Of the consumers who did receive products from Defendants, some complained that the products were of shoddy craftsmanship and were not as had been advertised and promised by Defendants.

36. In certain instances, Defendants delivered defective products or delivered products other than those ordered by consumers.

37. In certain instances, Defendants failed to provide refunds to the consumers who

paid for products but failed to receive their orders or who were delivered defective products or products other than those ordered.

38. In certain instances, Defendants represented to consumers that their products would be shipped within a specific time frame and subsequently failed to deliver within said time frame.

39. Despite Defendants' consistent and repeated inability to deliver their goods in a timely manner, Defendants continued to offer the goods on their website and represent to consumers that orders would ship by a specific date.

40. 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 Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- a. Section 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. Section 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. Section 201-2(4)(ix), advertising goods or services with intent not to sell them as advertised;
- d. Section 201-2(4)(xix), soliciting any order for the sale of goods to be ordered by the buyer through the mails or by telephone unless, at the time

of the solicitation, the seller has a reasonable basis to expect that it will be able to ship any ordered merchandise to the buyer: (A) within that time clearly and conspicuously stated in any such solicitation; or (B) if no time is clearly and conspicuously stated, within thirty days after receipt of a properly completed order from the buyer; and

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

73 P.S. §§ 201-3, and 201-2(4)(v), (vii), (ix), (xix), and (xxi).

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

42. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

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

A. Declaring Defendants' conduct to be in violation of the Consumer Protection Law.

B. Permanently enjoining Defendants and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto.

C. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law 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.

D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each violation of the Consumer Protection Law involving consumers aged sixty (60) or older.

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

F. Enjoining Defendants from owning, operating, managing or otherwise controlling a business which markets, advertises or sells goods or services, whether through a website or otherwise, from a location in Pennsylvania.

G. Enjoining Defendants from operating or otherwise controlling a business which markets, advertises or sells goods or services to consumers located in Pennsylvania, whether through a website or otherwise.

H. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

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

**COUNT III – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND
THE CORPORATIONS AND UNINCORPORATED ASSOCIATIONS CODE**

**DEFENDANTS FAILED TO REGISTER CORPORATION WITH THE
CORPORATIONS BUREAU**

43. The averments and allegations of the preceding paragraphs are incorporated as

though the same were more fully set forth herein.

44. Under the Pennsylvania *Corporations and Unincorporated Associations Code*, 15 Pa. C.S.A. § 101, *et seq.* (“Corporations Code”), “a foreign filing association...may not do business in this Commonwealth until it registers with the department...” 15 Pa. C.S.A. § 411(a).

45. Defendants conducted business under the name “Crown Food Carts, Inc.,” a Delaware business corporation which Defendants failed to register with the Corporations Bureau.

46. Defendants’ failure to register “Crown Food Carts, Inc.” as a foreign business corporation with the Corporations Bureau, as set forth in the preceding paragraphs, constitutes an unfair and deceptive act or practice, in violation of the Consumer Protection Law.

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

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

73 P.S. § 201-2(4)(ii), (iii), and (xxi).

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

49. The Commonwealth believes that the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

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

- A. Declaring Defendants' conduct to be in violation of the Consumer Protection Law.
- B. Permanently enjoining Defendants and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto.
- C. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law 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.
- D. Directing Defendants, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay to the Commonwealth civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each violation of the Consumer Protection Law, and Three Thousand and 00/100 Dollars (\$3,000.00) for each violation of the Consumer Protection Law involving consumers aged sixty (60) or older.
- E. Requiring Defendants to pay the Commonwealth's investigative and litigation costs in this matter.
- F. Enjoining Defendants from owning, operating, managing or otherwise controlling a business which markets, advertises or sells goods or services, whether through a

website or otherwise, from a location in Pennsylvania.

G. Enjoining Defendants from operating or otherwise controlling a business which markets, advertises or sells goods or services to consumers located in Pennsylvania, whether through a website or otherwise.

H. Directing the Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint.

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

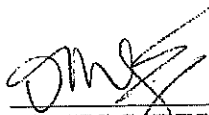
Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
Attorney General

Date: 3/25/19

By:



JAMES S. WISE
Deputy Attorney General
PA Attorney I.D. No. 314913
Email: jwise@attorneygeneral.gov
Bureau of Consumer Protection
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Facsimile: (215) 560 2494

EXHIBIT A

Get in touch

Our Location

Crown Food Carts Incorporated
Registered Corporate Office
3616 Kirkwood Hwy
Wilmington, DE 19808

Manufacturing Facility
Located in Pennsylvania

Sales Offices
Located in PA, FL, Chile, Bahrain,
Saudi Arabia

Toll Free

(844) 833-0604

USA

(610) 628-9612

Email

sales@crowfoodcarts.com

support@crowfoodcarts.com

shipping@crowfoodcarts.com

printing@crowfoodcarts.com

fnancing@crowfoodcarts.com

Investorrelations@crowfoodcarts.com

We Are Open

Customer Service & Sales

EXHIBIT B

Invoice



INVOICE TO

January 29, 2016
INVOICE # 15615
Total Proposal
\$12,600

Description	Total
Full Conversion specs attached to this proposal	
Warranty specified within proposal	
All parts, fabrication and installation	
All equipment specified within proposal	
6 Week completion time	
Acceptance of proposal locks in price quote.	
	\$12,600

PAYMENT OPTIONS

We accept Checks, Money Orders, Bank of America Invoicing and Credit/Debit Cards

Sub Total	\$12,600
Tax	INCLUDED
Grand Total	\$12,600

Sean Prette

Grown Food Carts Inc
Sean Prette

Date 01.30.2016

THANK YOU FOR YOUR BUSINESS.

X _____ Date _____
Proposal Accepted by

Spec Sheet



Crown Food Carts Inc Warranty

Crown Food Carts Inc, 2017 Enclosed trailer includes a (7) year warranty which begins from the date of completion.

While under warranty, if any Crown Food Carts Inc manufactured part or workmanship should fail due to defect, We will replace/repair it free of charge.

Refrigeration unit and generator also covered under manufacturer warranty.

Completed 2017 Enclosed Trailer will meet and exceed Retail Food Facilities in Pennsylvania, Department of Agriculture and Health regulations.

Completed 2017 Enclosed Trailer will meet and exceed NSF regulations.

Crown Food Carts Inc certifies and warranties passing of all inspections required.

Completion Time

We require 4 weeks from the start date to complete food trailer to achieve superior quality.

Upon Crown Food Carts Inc receiving your food trailer, work will commence the next business day.

Upon completion, Client will receive full in person quality inspection.

Payment Options

We accept Checks, Money Orders, Bank of America Invoicing and Credit/Debit Cards.

\$9,000 of the total proposal cost due upon contract signing, \$2,200 upon full completion date.

All the specs and terms within this proposal will be converted to a work order contract, if this proposal is agreed upon by the client.



Spec Sheet



Crown Food Carts Inc Warranty

Crown Food Carts Inc, 2007 Dodge Sprinter van food truck conversion includes a (3) year warranty which begins from the date of completion.

While under warranty, if any Crown Food Carts Inc manufactured part or workmanship should fall due to defect, We will replace/repair it free of charge.

Refrigeration unit and generator also covered under manufacturer warranty.

Completed 2007 Dodge Sprinter van food truck will meet and exceed Retail Food Facilities in Pennsylvania, Department of Agriculture and Health regulations.

Completed 2007 Dodge Sprinter van food truck will meet and exceed NSF regulations.

Crown Food Carts Inc certifies and warrants passing of all inspections required.

Completion Time

We require 8 weeks from the start date to complete food trucks to achieve superior quality.

Upon Crown Food Carts Inc receiving your food truck, work will commence the next business day.

Upon completion, Client will receive full in person quality inspection.

Payment Options

We accept Checks, Money Orders, Bank of America Involving and Credit/Debit Cards.

\$13,000 of the total proposal cost due upon contract signing, \$3,000 upon full completion date.

All the specs and terms within this proposal will be converted to a work order contract, if this proposal is agreed upon by the client.



Print

Date: Wednesday, February 1, 2017 11:16 AM
From: Crown Food Carts Incorporated <sales@crowfoodcarts.com>
To: [REDACTED]
Subject: Invoice Payment Link for Order #38245

Dear [REDACTED]

Good afternoon, It was a pleasure speaking with you earlier today. Per our conversation please find attached your PDF invoice for your records and the secure payment link below. I have also checked with our shipping team and the mobile sink will be built today and ship on Friday. Please note you have also received a username and password via email for our website which allows you to view and track your order. We appreciate your earning your business and look forward to providing any food truck equipment you may need. As you may see I offered you a \$50.00 discount and also provided free shipping.

Thank you

Secure Invoice Payment Link:

<https://seamlesschex.com/checkout/O4qSY7pYvnO2udP89RFJeL6Ka0xy5tW2y5D/800/0/0/38255>

Regards

Sean

Crown Food Carts Incorporated
527 Sumner Court
Allentown Pennsylvania 18102

Sales Office: (610) 628-9612 | (844) 833-0604

sales@crowfoodcarts.com

www.crowfoodcarts.com

www.twitter.com/crowfoodcarts

www.facebook.com/crowfoodcarts

<https://plus.google.com/+Crownfoodcartsonline>

www.linkedin.com/in/crowfoodcarts


 [REDACTED] Invoice Copy.pdf

VERIFICATION

I, Ann-Marie Hannam, hereby state that I am a Consumer Protection Agent with the Office of Attorney General, Bureau of Consumer Protection, and am authorized to make this verification on behalf of the Plaintiff in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge or information and belief.

I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: 3/25/2019



Ann-Marie Hannam