

IN THE COURT OF COMMON PLEAS
CUMBERLAND COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :
BY ATTORNEY GENERAL JOSH SHAPIRO, :
 :
Plaintiff, : No. 2022 - 01724
 :
v. :
 : CIVIL ACTION - EQUITY
DIANE COMREY, individually and d/b/a :
EARTHCARE & CONSERVATION, :
 :
Defendant :

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, be 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 by the Court 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 TELEPHONE THE OFFICE 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.

CUMBERLAND COUNTY BAR ASSOCIATION'S FIND A LAWYER
32 SOUTH BEDFORD STREET
CARLISLE, PA 17013
(800) 990-9108
(717) 249-3166

FILED-OFFICE
OF THE PROthonary
2022 MAR -3 AM 10:43
CUMBERLAND COUNTY
PENNSYLVANIA

THIS IS NOT AN ARBITRATION CASE

This case has been brought by the Commonwealth under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.*,

AN ASSESSMENT OF DAMAGES

HEARING IS REQUIRED

Paul D. Edger
Supreme Court I.D. 312713
Senior Deputy Attorney General
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 857-2084
Attorney for Commonwealth

**IN THE COURT OF COMMON PLEAS
CUMBERLAND COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA	:	
BY ATTORNEY GENERAL JOSH SHAPIRO,	:	
	:	
Plaintiff,	:	No. 2022 - 01324
	:	
v.	:	
	:	CIVIL ACTION - EQUITY
DIANE COMREY, individually and d/b/a	:	
EARTHCARE & CONSERVATION,	:	
	:	
Defendant	:	

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro (hereinafter “Commonwealth” and/or “Plaintiff”), and brings this action against Diane Comrey, individually and doing business as Earthcare & Conservation (hereinafter “Defendant”), pursuant to the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* (hereinafter “Consumer Protection Law”). The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain unfair

methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law.

The Commonwealth has reason to believe that Defendant is using or has used methods, acts, or practices declared unlawful by Section 201-3 of the Consumer Protection Law; and, that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of the Defendant as hereinafter set forth. Further, the Commonwealth requests restitution, civil penalties, costs, and other appropriate equitable relief as redress for violations of the Consumer Protection Law. In support of this action, the Commonwealth respectfully avers the following:

PARTIES

1. Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro, with an office located at Strawberry Square, 15th Floor, Harrisburg, Dauphin County, Pennsylvania 17120.
2. Defendant Diane Comrey is an adult individual with a last known address of 5246 Simpson Ferry Road, Mechanicsburg, Cumberland County, Pennsylvania 17050.
3. Defendant is the sole owner of a business registered with the Pennsylvania Department of State under the fictitious name “Earthcare & Conservation” with a registered principal place of business at 507 Dairy Lane, Palmyra, Lebanon County, Pennsylvania 17078 (hereinafter “Earthcare”).
4. The Commonwealth believes and therefore avers that the principal place of business address of Earthcare has not been updated with the Department of State, and that the current principal place of business is 5246 Simpson Ferry Road, Mechanicsburg, Pennsylvania 17050.

5. Defendant references her business as “Earthcare Conservation.”

JURISDICTION

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

VENUE

7. Venue lies with this Court pursuant to Rule 1006(a)(1) of the Pennsylvania Rules of Civil Procedure. *See* Pa.R.Civ.P. § 1006(a)(1).

FACTUAL BACKGROUND

8. Defendant has engaged in trade and commerce within the Commonwealth of Pennsylvania, including Cumberland County, by, among other things, contracting with Pennsylvania farmers for the provision of agricultural planning.
9. On July 6, 2005, then-Governor Ed Rendell signed Act 38 of 2005, known as the Nutrient Management Act (hereinafter “the Act”), into law. *See* 3 Pa.C.S. § 501, *et seq.*
10. The Act became effective in Pennsylvania on July 6, 2005. *Id.*
11. The General Assembly intended for the Act to “protect the health, safety and welfare of [the Commonwealth’s] citizens and to ensure normal agricultural operations do not negatively impact upon the health, safety and welfare of citizens.” *See* 3 Pa.C.S. § 311, *et seq.*
12. The Act established guidelines applicable to Pennsylvania farmers who operate concentrated animal operations (hereinafter “CAO”) to develop and implement nutrient management plans (hereinafter “NMP”) which meet specific guidelines to protect the environment, including waters that drain into the Chesapeake Bay. *See* 3 Pa.C.S. § 506(b).

13. The Act specifically requires NMPs to be prepared by a certified nutrient management specialist. *See* 3 Pa.C.S. § 506(c).
14. A certified nutrient management specialist is an individual who has demonstrated the competency necessary to develop NMPs, as directed by the Pennsylvania Department of Agriculture (hereinafter “Department”). *See* 3 Pa.C.S. § 508(a).
15. NMPs are submitted, reviewed, and approved by either a county conservation district or the State Conservation Commission (hereinafter “SCC”). *See* 3 Pa.C.S. § 506.
16. NMPs and manure management plans (hereinafter “MMP”) are required to meet the regulations as set forth in 25 Pa. Code § 91.36(b) for land application of manure. *See* 25 Pa. Code § 91.36(b).
17. Agriculture Erosion and Sediment Control Plans (hereinafter “Ag E&S Plan”), another agricultural plan, are required to meet the regulations as set forth in 25 Pa. Code § 102.4(a) for agriculture plowing or tilling activities or for animal heavy use areas. *See* 25 Pa. Code § 102.4(a).
18. The Act does not require a farmer to hire a certified nutrient management specialist to prepare MMPs or Ag E&S Plans, but does require hiring a certified nutrient management specialist to prepare an NMP.
19. NMPs have specific requirements that must be met in order to be accepted by the Department, and the knowledge and understanding of these requirements are required of all certified nutrient management specialists in order to receive and maintain certification.
20. Defendant received certification as a Nutrient Management Commercial Specialist by the Department of Agriculture Bureau of Plant Industry, Certification & Education Program in 2007, certification number 1304-NMC, and was certified to write NMPs.

21. Defendant's certification expired on December 31, 2021 and remains expired as of the date of filing this Complaint.
22. Defendant is not required to be certified to write certain agricultural plans, including MMPs and Ag E&S Plans.
23. Pennsylvania implemented the Agricultural Planning Reimbursement Program (hereinafter "APRP"), established to reimburse farming operations across the Chesapeake Bay watershed who obtained specific plans, including NMPs, MMPs, and Ag E&S Plans.
24. APRP was administered by the Pennsylvania Department of Environment (hereinafter "DEP"), and was in effect from 2017 until 2021.
25. A farmer who submitted a NMP was eligible to have most if not all costs of the specialist's services reimbursed by the APRP.
26. A farmer was eligible to have the costs of preparing an MMP and Ag E&S Plan reimbursed by the APRP regardless if the farmer hired a certified nutrient management specialist.
27. APRP was managed by two separate contractors through the DEP, Larson Design Group, Inc. (hereinafter "Larson") and TeamAg Inc. (hereinafter "TeamAg").
28. Larson and TeamAg were procured by DEP to ensure eligible farming operations which met the requirements of APRP received reimbursement of their costs.
29. Farmers were also eligible for the Resource Enhancement and Protection (hereinafter "REAP") tax credit program, which are first-come, first-serve Pennsylvania income tax credits farmers can obtain to offset the cost of implementing conservation practices, including preparation and implementation of NMPs, MMPs, and Ag E&S Plans.
30. Once a farmer prepares and submits an NMP, MMP, and/or Ag E&S Plan to their local conservation district and said plan is accepted, the farmer is eligible to seek reimbursement

from DEP so long as the request for reimbursement is submitted within the timeframe provided.

31. Failure to submit for reimbursement within the timeframe provided, absent reasonable exigent circumstances, precluded a farmer from receiving APRP funds.
32. Defendant solicited her services as a certified nutrient management specialist throughout the Commonwealth of Pennsylvania.
33. Defendant on numerous occasions received payment for services to be rendered, specifically the preparation and submission of NMP, MMP, and/or Ag E&S Plans, and failed to provide the farmer with the purchased plan.
34. Defendant also received payment for services to be rendered and provided the farmer with a product which was not acceptable by industry or regulatory standards, was not in a manner which is considered acceptable in the trade and practice or as required by the Act or Department, and has refused to correct and/or remedy the work provided despite being notified of the poor quality.
35. Defendant also received payment for services Defendant represented to the farmer were necessary, which the farmer reasonably believed based upon Defendant's certification and specialty, when in fact those services were not necessary to meet regulatory requirements.
36. Following an investigation by the DEP Bureau of Investigation as to Defendant's conduct as provided above, Defendant was prohibited from submitting regulatory plans to be reimbursed through the APRP.
37. In most, if not all transactions, Defendant requires full payment by farmers prior to providing the advertised services.

38. To date, Defendant, despite the ban on submitting plans to DEP, is still able to provide other agricultural plans to Pennsylvania farmers which are maintained and regulated by the Department.
39. The Commonwealth asserts that Defendant has engaged in unfair and deceptive acts and practices, in violation of the Consumer Protection Law.
40. Multiple Pennsylvania farmers filed complaints against Defendant, specifically concerning Defendant's failure to provide a specified agricultural plan despite being paid by the farmers for such. A sample of the complaints received include:
- a. Farmer A from Adams County, Pennsylvania – Farmer A hired Defendant in 2019 to amend a previously submitted Ag E&S Plan. Defendant agreed to complete the amended plan and submit it to the local conservation district. Farmer A paid Defendant Two Hundred Twenty-Five Dollars (\$225.00) for the amended plan and submission. Despite numerous attempts by Farmer A to contact Defendant to inquire into the status of the work and its submission, Defendant did not respond. To date, Defendant has failed to provide Farmer A with an amended plan, submit a plan to the local conservation district, or refund Farmer A all monies paid.
 - b. Farmer B from Adams County, Pennsylvania – Farmer B hired Defendant in 2018 to complete a NMP. Defendant agreed to complete the plan and submit it to the local conservation district. Farmer B paid Defendant One Thousand Eight Hundred Dollars (\$1,800.00) for the plan and for Defendant to submit it. Defendant indicated she would have the plan completed for Farmer B the next day. Farmer B attempted to contact Defendant on multiple occasions, to which Defendant failed to respond. After months of no replies from Defendant, Farmer B hired legal counsel who sent

Defendant a demand letter for either the plan or refund of all monies paid. To date, Defendant has failed to provide Farmer B with a plan, submit it to the local conservation district, or refund Farmer B any monies paid.

- c. Farmer C from Dauphin County, Pennsylvania – Farmer C hired Defendant in 2019 to complete an Ag E&S Plan. Defendant agreed to complete the plan, submit it to the local conservation district, and submit for reimbursement through APRP and REAP. Farmer C paid Defendant Four Thousand Two Hundred Sixty-Six Dollars (\$4,266.00) for the plan and submissions. Farmer C made numerous attempts to communicate with Defendant to retrieve the plans or seek confirmation the plans were submitted on Farmer C's behalf. Eighteen months later, Defendant contacted Farmer C to set up a meeting to deliver the plans to Farmer C. Defendant canceled that meeting the day prior, and to date, has not communicated with Farmer C nor provided Farmer C or the conservation district with the plans as hired to do. Farmer C has requested a refund of all monies paid, but those requests have been ignored by Defendant.
- d. Farmer D from Bedford County, Pennsylvania – Farmer D hired Defendant in 2019 to complete a MMP. Defendant had indicated to Farmer D the requirement for Farmer D's operation to submit a MMP, advising Farmer D this information was acquired from the head of the conservation district. Farmer D relied upon Defendant's statement, and agreed for Defendant to complete the plan, submit it to the local conservation district, as well as submit for reimbursement through APRP and REAP. Farmer D paid Defendant Eight Hundred Dollars (\$800.00) for the plan and submissions. Farmer D later learned the conservation district did not require

the MMP. Farmer D made numerous attempts to have the plan cancelled and refunded, to which Defendant ignored. To date, Defendant has failed to provide Farmer D with the MMP, submit the plan to the local conservation district, nor refund any monies paid by Farmer D. Farmer D paid a total of \$800.00 to Defendant for the MMP.

41. Pennsylvania farmers have filed complaints against Defendant specifically concerning Defendant providing a subpar plan which did not meet industry or statutory standards. A sample of the complaints received include:

- a. Farmer D, mentioned previously, had originally hired Defendant in 2019 to complete a NMP prior to the additional unnecessary MMP as described above. Farmer D indicated to Defendant he was under a strict deadline due to an upcoming project financed by the Natural Resources Conservation Services (hereinafter "NRCS"). Defendant acknowledged and agreed to this deadline, and offered to have the plan submitted to the local conservation district within thirty (30) days. Farmer D paid Defendant Four Thousand Dollars (\$4,000.00) for the plan and submission. Defendant failed to provide the plan within thirty (30) days, and after five months of repeated attempts by Farmer D to make contact with Defendant, Farmer D threatened Defendant with legal action. In response, Defendant provided Farmer D with a copy of the plan, and submitted the plan to the local conservation district. The submitted plan failed to meet basic industry standards and regulatory requirements, and Defendant was required to correct and resubmit the plan. Defendant resubmitted the plan weeks later, which still had numerous errors which did not meet regulatory standards. The conservation district agreed to accept the

plan due to the strict deadlines of Farmer D that would result in catastrophic loss if they were missed, but mandated that Farmer D would have to submit a new plan in three (3) years rather than an amended plan. As a result, Farmer D will be required to hire a certified nutrient management specialist and spend an additional Four Thousand Dollars (\$4,000.00) or more for a compliant NMP, rather than merely amending the plan without a certified specialist at a cost of approximately Two Hundred Dollars (\$200.00). The plan twice submitted by Defendant did not meet the standards expected of a certified nutrient management specialist or as expected in the practice of agriculture planning.

42. Pennsylvania farmers also filed complaints against Defendant specifically concerning Defendant advising farmers of the need to purchase Defendant's services to prepare and submit an agricultural plan which Defendant knew the farmer did not need. A sample of the complaints received include:

- a. Farmer D, as mentioned previously above, was advised by Defendant the requirement for Farmer D's CAO for a MMP, misrepresenting to Farmer D that this information was provided to Defendant from the head of the conservation district. Farmer D, relying upon Defendant, agreed to purchase Defendant's additional services to prepare the MMP. Farmer D paid Defendant Eight Hundred Dollars (\$800.00) for the plan and submission. Farmer D later learned the conservation district did not require the MMP. Farmer D made numerous attempts to have Defendant cancel the plan and refund the money, all of which Defendant ignored. Ultimately, Defendant never completed any plan, albeit unnecessary, and never provided Farmer D with a refund.

43. The Commonwealth alleges that all of the practices by the Defendant mentioned above were performed willfully.
44. The Commonwealth believes and therefore avers that there are additional farmers who have not filed complaints and have also been harmed due to the methods, acts and practices of Defendant, which include, but are not limited, to those alleged here.
45. The Defendant's actions have directly harmed Pennsylvania farmers, who are required to comply with agricultural statutes and regulations which were enacted to protect all citizens of the Commonwealth.
46. By harming Pennsylvania farmers, Defendant has caused harm to the environment by failing to provide services which ensure agricultural regulatory requirements are followed, and farming operations meet environmental standards to protect all citizens of the Commonwealth.
47. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendant as set forth herein, as well as seeking restitution, civil penalties, costs, and other equitable relief for violations of the law.

CAUSES OF ACTION

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW

RECEIVING ADVANCED PAYMENTS AND FAILING TO COMPLETE THE SERVICES AS AGREED UPON

48. The preceding paragraphs are incorporated herein by reference as if set forth fully below.
49. As detailed in the preceding paragraphs of this Complaint, Defendant accepted monies for goods and services but failed to provide the goods and services as agreed to or contracted

to provide, and Defendant failed to provide a refund for the goods and services not provided. *See* ¶ 40.

50. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix); and
- b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

See 73 P.S. § 201-3 and § 201-2(4)(ix) and (xxi).

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

52. The Commonwealth believes and therefore avers the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendant as set forth herein, as well as seeking restitution, civil penalties, costs, and other equitable relief for violations of the law.

PRAYER FOR RELIEF

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

- a. Declaring Defendant's conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;

- b. Directing Defendant to comply with the Consumer Protection Law and any amendments thereto;
- c. Directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all persons in interest who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- d. Directing Defendant, pursuant to Section 201-8(b) of the 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, and Three Thousand Dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- e. Permanently enjoining Defendant from engaging in agricultural planning services in the Commonwealth of Pennsylvania, including owning or operating an agricultural planning business, advertising, offering for sale and/or selling agricultural planning services, and enjoining Defendant from directing another to engage on her behalf as an agricultural planner;
- f. Permanently enjoining Defendant from applying for certification as a nutrient specialist in the Commonwealth of Pennsylvania, or Defendant advertising herself as a certified nutrient management specialist;
- g. Directing the Defendant to pay to the Commonwealth for the costs of its investigation and prosecution of this action; and
- h. Granting such other relief as the Court deems necessary and appropriate.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW

**FAILING TO PERFORM THE GOODS AND SERVICES IN AN INDUSTRY AND
REGULATORY ACCEPTABLE STANDARD**

53. The preceding paragraphs are incorporated herein by reference as if set forth fully below.

54. In most cases where Defendant provided goods and services to farmers, although limited in number, Defendant provided farmers with a product which failed to meet industry and/or regulatory standards. *See ¶ 41.*

55. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. 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 Section 201-2(4)(v);
- c. 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 Section 201-2(4)(vii);
- d. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix); and
- e. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

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

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

57. The Commonwealth believes and therefore avers the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendant as set forth herein, as well as seeking restitution, civil penalties, costs, and other equitable relief for violations of the law.

PRAYER FOR RELIEF

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

- a. Declaring Defendant's conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- b. Directing Defendant to comply with the Consumer Protection Law and any amendments thereto;
- c. Directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all persons in interest who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- d. Directing Defendant, pursuant to Section 201-8(b) of the 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, and Three Thousand Dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;

- e. Permanently enjoining Defendant from engaging in agricultural planning services in the Commonwealth of Pennsylvania, including owning or operating an agricultural planning business, advertising, offering for sale and/or selling agricultural planning services, and enjoining Defendant from directing another to engage on her behalf as an agricultural planner;
- f. Permanently enjoining Defendant from applying for certification as a nutrient specialist in the Commonwealth of Pennsylvania, or Defendant advertising herself as a certified nutrient management specialist;
- g. Directing the Defendant to pay to the Commonwealth for the costs of its investigation and prosecution of this action; and
- h. Granting such other relief as the Court deems necessary and appropriate.

COUNT III – VIOLATIONS OF THE CONSUMER PROTECTION LAW

MISREPRESENTING THE NEED FOR PRODUCTS AND SERVICES KNOWN TO DEFENDANT TO BE FALSE

58. The preceding paragraphs are incorporated herein by reference as if set forth fully below.
59. Defendant received advanced payment to perform agricultural planning services after advising farmers the need for the specific services, but Defendant knew the need for those services to be incorrect and unnecessary. *See ¶ 42.*
60. Farmers relied upon Defendant's expertise and status as a Pennsylvania certified nutrient management specialist in agreeing to pay and obtain Defendant's proposed services.
61. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including without limitation:

- a. Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services, in violation of Section 201-2(4)(ii);
- b. Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed, in violation of Section 201-2(4)(xv); and
- c. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

See 73 P.S. § 201-3 and § 201-2(4) (ii), (xv), and (xxi).

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

63. The Commonwealth believes and therefore avers the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods, acts, and practices of Defendant as set forth herein, as well as seeking restitution, civil penalties, costs, and other equitable relief for violations of the law.

PRAYER FOR RELIEF

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

- a. Declaring Defendant's conduct, as set forth in this Complaint, to be in violation of the Consumer Protection Law;
- b. Directing Defendant to comply with the Consumer Protection Law and any amendments thereto;

- c. Directing Defendant, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all persons in interest who have suffered losses as a result of the acts and practices alleged in this Count and any other acts or practices which violate the Consumer Protection Law;
- d. Directing Defendant, pursuant to Section 201-8(b) of the 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, and Three Thousand Dollars (\$3,000.00) for each such violation involving a victim age sixty (60) or older;
- e. Permanently enjoining Defendant from engaging in agricultural planning services in the Commonwealth of Pennsylvania, including owning or operating an agricultural planning business, advertising, offering for sale and/or selling agricultural planning services, and enjoining Defendant from directing another to engage on her behalf as an agricultural planner;
- f. Permanently enjoining Defendant from applying for certification as a nutrient specialist in the Commonwealth of Pennsylvania, or Defendant advertising herself as a certified nutrient management specialist;
- g. Directing the Defendant to pay to the Commonwealth for the costs of its investigation and prosecution of this action; and
- h. Granting such other relief as the Court deems necessary and appropriate.

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 3/3/22

By:



Paul D. Edger

Supreme Court I.D. 312713

Senior Deputy Attorney General

Pennsylvania Office of Attorney General

Strawberry Square, 15th Floor

Harrisburg, Pennsylvania 17120

Telephone: (717) 857-2084

Facsimile: (717) 705-3795

pedger@attorneygeneral.gov

**IN THE COURT OF COMMON PLEAS
CUMBERLAND COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA	:	
BY ATTORNEY GENERAL JOSH SHAPIRO,	:	
	:	
Plaintiff,	:	No. 2022 -
	:	
v.	:	
	:	CIVIL ACTION - EQUITY
DIANE COMREY, individually and d/b/a	:	
EARTHCARE & CONSERVATION,	:	
	:	
Defendant	:	

VERIFICATION

I, Heather Troutman, hereby state that I am a Consumer Protection Agent with the Pennsylvania 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 in Equity 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. § 4904 relating to unsworn falsification to authorities.

Date: 3/3/22



Heather Troutman
Consumer Protection Agent
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 772-4598

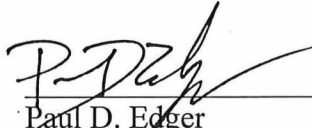
**IN THE COURT OF COMMON PLEAS
CUMBERLAND COUNTY, PENNSYLVANIA**

COMMONWEALTH OF PENNSYLVANIA	:
BY ATTORNEY GENERAL JOSH SHAPIRO,	:
	:
Plaintiff,	: No. 2022 -
	:
v.	:
	: CIVIL ACTION - EQUITY
DIANE COMREY, individually and d/b/a	:
EARTHCARE & CONSERVATION,	:
	:
Defendant	:

CERTIFICATE OF COMPLIANCE

I Paul D. Edger certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 3/13/22

By: 
Paul D. Edger
Supreme Court I.D. 312713
Senior Deputy Attorney General
Pennsylvania Office of Attorney General
Strawberry Square, 15th Floor
Harrisburg, Pennsylvania 17120
Telephone: (717) 857-2084