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**IN THE COURT OF COMMON PLEAS OF LEHIGH COUNTY, PENNSYLVANIA
CIVIL DIVISION**

COMMONWEALTH OF PENNSYLVANIA	:	
By Attorney General JOSH SHAPIRO	:	
	:	
Plaintiff,	:	
	:	
v.	:	File No.
	:	
CURTIS TOTAL SERVICE, INC.	:	Civil Action – Equity
	:	
and	:	
	:	
RICHARD PRICE, Individually and as General Manager of CURTIS TOTAL SERVICE, INC.	:	
	:	
and	:	
	:	
MATTHEW PRICE, Individually and as HVAC Field Supervisor of CURTIS TOTAL SERVICE, INC.	:	
	:	
Defendants.	:	
	:	

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 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 TO OR 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.

**LEHIGH COUNTY BAR ASSOCIATION
LAWYER REFERRAL SERVICE
P.O. BOX 1324
ALLENTOWN, PENNSYLVANIA 18105
TELEPHONE 610-433-7094**

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**

Commonwealth of Pennsylvania
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	:	
Defendants.	:	
	:	

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, by Attorney General Josh Shapiro (hereinafter “Commonwealth” and/or “Plaintiff”), which brings this action on behalf of the Commonwealth pursuant to the provisions of the *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. §§ 201-1, *et seq.* (hereinafter “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 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 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 pursuant to Section 201-4.1 of the Consumer Protection Law. Additionally, the Commonwealth seeks appropriate civil penalties pursuant to Section 201-8(b) of the Consumer Protection Law for all willful violations of said Law, and to recover its costs for enforcement of the Consumer Protection Law.

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, by Attorney General Josh

Shapiro, with offices located at 1600 Arch Street, Third Floor, Philadelphia, Pennsylvania 19103 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

4. Defendant Curtis Total Service, Inc. (hereinafter “Defendant Curtis Total Service” and/or collectively one of the “CTS Defendants”) is registered as a Pennsylvania Corporation with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (hereinafter “Corporations Bureau”), with a registered business address of 1415 E. Pennsylvania Street, Allentown, Lehigh County, Pennsylvania, 18109, and has a principal place of business at this same address.

5. Defendant Curtis Total Service is currently registered as a home improvement contractor with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter “Bureau”) pursuant to Section 517.3(a) of the *Home Improvement Consumer Protection Act*, 73 P.S. § 517.1, *et seq.* (hereinafter “HICPA”) under the HICPA Registration Number PA004383.

6. Defendant Richard Price (hereinafter “Defendant Richard Price” and/or collectively one of the “CTS Defendants”) is an adult individual with a last known address of 402 Parkland Drive, Wind Gap, Pennsylvania, 18091. Defendant Richard Price is an Operations/General Manager for Defendant Curtis Total Service.

7. Defendant Matthew Price (hereinafter “Defendant Matt Price” and/or collectively one of the “CTS Defendants”) is an adult individual with a last known address of 3218 Ross Road, Saylorsburg, Pennsylvania 18353. Defendant Matt Price is a HVAC Field Supervisor for Defendant Curtis Total Service.

8. When reference is made in this Complaint to any act of the CTS Defendants, or any employee and/or agent and/or technician of Defendant Curtis Total Service, such allegations

shall mean the act of Defendant Richard Price, the act of Defendant Matt Price, and the act of Defendant Curtis Total Service, with Defendant Richard Price, Defendant Matt Price, and Defendant Curtis Total Service acting individually, jointly, or in concert with one another, unless otherwise specified.

BACKGROUND

9. At all times relevant and material hereto, the CTS Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by advertising, offering, selling, and performing home improvement services, as that is defined in Section 517.2 of the Pennsylvania *Home Improvement Consumer Protection Act*, 73 P.S. § 517.1, *et seq.* (hereinafter “HICPA”), specifically including, but not limited to, the inspection, diagnosis, repair, replacement and/or installation of heating systems, air conditioning systems, plumbing systems, and electrical systems, for consumers.

10. The CTS Defendants entered into home improvement contracts with consumers at their residences for home improvement services that exceeded a value of \$500.00.

11. The CTS Defendants take advantage of certain unsuspecting consumers, many of whom are elderly, in numerous ways, including but not limited to, by falsely advertising that they provide up front quotes and pricing, by pressuring consumers to sign blank invoices, by advising the consumers of the price only after the work is completed, by sending copies of the invoices after the work has been completed, by refusing to allow consumers to cancel their contract, by misrepresenting the terms of financing offered, by misrepresenting the need for costly and unnecessary purchases and repairs, by installing units and/or appliances that are improper for the given consumer’s situation, by informing consumers that work requires immediate attention when this is not the case and proper forms are not used, by using contracts

that fail to comply with HICPA, and by directly or indirectly threatening consumers who express their dissatisfaction with Defendant Curtis Total Service's business practices or otherwise file complaints.

12. In certain instances, the CTS Defendants defrauded certain consumers into entering costly purchases that were not necessary and/or were not subject to a rebate as represented.

13. In certain instances, Defendant Curtis Total Service's service technicians, service managers, and/or field supervisors responding to calls for other types of home improvement goods and/or services often tell consumers that their current heating and/or cooling equipment and related systems (including but not limited to furnaces and/or air conditioners) are defective and need to be replaced at a great expense to these consumers when, in fact, the existing equipment can be fixed at much less cost to the consumers and/or does not need to be replaced.

14. In certain instances, Defendant Curtis Total Service's service technicians, service managers, and/or field supervisors soliciting consumers for home improvement services employ high pressure sales and/or scare tactics to get consumers to sign home improvement contracts. These high pressure sales and/or scare tactics include misrepresenting the urgency of the repairs or replacements and misrepresenting to consumers that they will face financial loss or that their health will be at risk if they do not immediately make the CTS Defendants' recommended repairs or equipment replacements. These sales tactics also entail scheduling work to commence on home improvement contracts immediately, which causes consumers to mistakenly believe that they cannot cancel their contracts.

15. In certain instances, when consumers advised they cannot afford a new appliance, Defendant Matt Price provided false information to the consumer about financing options

available through Defendant Curtis Total Service.

16. In certain instances, Defendant Richard Price and Defendant Matt price advised consumers that a certain unit or appliance should be purchased, when the consumer's house was not properly outfitted for that unit or appliance, or the unit or appliance suggested was otherwise improper.

17. Upon information and belief, the CTS Defendants are incentivized to upsell products as they are paid in part upon commission for products they sell.

18. In certain instances, representatives from Defendant Curtis Total Service, including but not limited to Defendant Matt Price and Defendant Richard Price, responding to calls for home improvement goods and/or services tell consumers that their current plumbing, heating, cooling, and/or electrical equipment, including but not limited to water heaters, furnaces, and/or air conditioners, are defective or will soon become inoperable and therefore need to be replaced at a great expense to these consumers when, in fact, the existing equipment can be fixed at much less cost to the consumers and/or does not need to be replaced.

19. At all times relevant hereto, Defendant Richard Price supervised, controlled, approved, authorized, ratified, benefitted from and/or participated in the day-to-day operations of Defendant Curtis Total Service and in so doing engaged in actions that, in certain instances, included but were not limited to the following:

- a. Responding to consumer complaints;
- b. Deciding whether to provide consumers with refunds;
- c. Deciding whether to allow a consumer to cancel their contract;
- d. Directly or indirectly threatening consumers who attempt to cancel their contract or who complain about Defendant Curtis Total Service;

- e. Responding to inquiries by financing institutions regarding applications submitted for consumer financing for home improvement related projects;
- f. Providing false information to financial institutions regarding a consumer's home improvement financing related account;
- g. Improperly advising consumers that certain appliances needed to be replaced and/or installed, or that a certain type of product was needed, when this was not the case;
- h. Upon information and belief, assigning or otherwise allowing, Defendant Matt Price, to service consumer claims despite the fact he knew or should have known that Defendant Matt Price was unqualified to inspect, diagnose, or recommend repair or replacement of certain appliances;
- i. Assigning or otherwise allowing, Defendant Matt Price, to sell products and services to consumers despite the fact that he knew or should have known that Defendant Matt Price was pressuring vulnerable consumers into signing blank invoices;
- j. Failing to obtain permits before commencing with certain work;
- k. Advising one or more consumers that "Pennsylvania law" does not allow for itemized contracts; and
- l. Utilizing home improvement contracts that failed to comply with HICPA and the Consumer Protection Law.

20. At all times relevant hereto, Defendant Matt Price supervised, controlled, approved, authorized, ratified, benefitted from and/or participated in the day-to-day operations of Defendant Curtis Total Service and in so doing engaged in actions that, in certain instances,

included but were not limited to the following:

- a. Deciding whether to allow a consumer to cancel their contract;
- b. Threatening consumers who attempted to cancel their contract or who complained about Defendant Curtis Total Service;
- c. Improperly advising consumers that certain appliances needed to be replaced, or that a certain type of product was needed, when this was not the case;
- d. Proceeding with work without providing a quote upfront or obtaining consent to so proceed;
- e. Providing a verbal quote of one amount up front and later informing the consumer the actual cost was much greater than what was initially quoted;
- f. Improperly recommending, facilitating or supervising the installation of products in a consumer's residence when the residence did not have the proper ductwork or system to support the newly installed products;
- g. Providing shoddy or inferior home improvement services;
- h. Pressuring consumers into signing blank invoices;
- i. Utilizing home improvement contracts that failed to comply with HICPA;
- j. Failing to obtain permits before commencing with certain work;
- k. Providing false information to financial institutions to facilitate the improper opening of a consumer's home improvement financing related account;
- l. Making false representations about the type of home improvement financing the consumer was applying for;
- m. Making false representations about the interest rate applicable for the type of home improvement financing the consumer was applying for;

- n. Requesting credit limit increases on behalf of consumers without their consent; and
- o. Falsely advising consumers that work needed immediate attention when no such immediate attention was needed and/or without using an Emergency Work Authorization form as required by the Consumer Protection Law.

21. At all times relevant hereto, Defendant Richard Price knew or should have known of the fraudulent and deceptive conduct of Defendant Matt Price and Defendant Curtis Total Service and not only failed to take corrective action, but also engaged in conduct to aid and abet the aforementioned fraudulent and deceptive conduct.

22. The CTS Defendants profit from the aforementioned misconduct while consumers are left paying for unnecessary and costly products that they did not agree to or otherwise never would have agreed to but for the CTS Defendants' misrepresentations.

23. At all times relevant and material hereto, the unfair methods, acts and practices complained of herein regarding the CTS Defendants were willfully used by Defendant Richard Price, Defendant Matt Price, and Defendant Curtis Total Service.

24. The Bureau has received consumer complaints against Defendants indicating that the CTS Defendants have engaged in unfair and deceptive acts and practices in violation of the HICPA and/or the Consumer Protection Law, as described more fully herein.

25. Among the consumers who have filed complaints against the CTS Defendants are citizens sixty (60) years of age or older (hereinafter "senior citizen consumer.")

26. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau and have been harmed due to the methods, acts, and practices of the CTS Defendants, which include, but are not limited to, the

practices alleged herein.

FACTS

27. Defendant Curtis Total Service is a family-owned business that has been providing home improvement services to consumers in the Lehigh Valley and surrounding areas since 1988.

28. Online, Defendant Curtis Total Service advertised that “[n]o matter how big or small your emergency is, we will send out a **highly-trained, skilled**, and courteous technician to your home to assess the problem . . . Whether you are looking to upgrade your current system **or want to have your existing system serviced**, we can help.” (Emphasis added). *A true and correct copy of the “About Us” page of Defendant CTS’ website page as of April 16, 2021 is attached hereto as Exhibit “A.”*

29. On its website, Defendant Curtis Total Service also represented that it “**can service and repair ANY make or model and provide up front pricing so you’re not surprised with any hidden fees or costs**. Not to mention we offer in-house financing. . . .” (Emphasis added). *A true and correct copy of the “Our Services” page of Defendant CTS’ website page as of April 16, 2021 is attached hereto as Exhibit “B.”*

30. With regards to HVAC systems, Defendant Curtis Total Service represented that “our **licensed and insured HVAC** technicians at Curtis Total Service have been hand-picked to ensure that we’re providing our customers with expert service,” that each Curtis Total Service technician “comes with a **fully stocked truck** to provide quick and reliable service” and that they “**stand by [their] work and want to make every effort that [their] customers are happy with the work [they] provide.**” (Emphasis added). *See Exhibit “B.”*

31. Defendant Curtis Total Service’s website listed a variety of different coupons,

including but not limited to a “\$55 Air Conditioning Tune-Up,” “\$49 Heat Tape Inspection,” “\$65 Off Duct Cleaning,” “\$189 Oil Heating Tune-Up,” and “Up to \$2,000 Off New HVAC System,” the latter of which is “Subject to credit approval.” *A true and correct copy of the “Coupons” page of Defendant Curtis Total Service’s website page as of April 16, 2021 is attached hereto as Exhibit “C.”*

Lack of Upfront Pricing

32. Despite the CTS Defendants’ representations of upfront pricing, numerous consumers have reported that the CTS Defendants fail to provide up front pricing.

33. Rather, consumers reported that the CTS Defendants typically either: (a) did not provide a price upfront at all before doing work and only informed the consumer of the cost after the work was completed or (b) provided a price verbally, and then once the work was done, charged the consumer a significantly higher price than was quoted verbally.

34. For example, a consumer reported that her elderly mother on social security was never given a price upfront before plumbing work for a bathtub drain and a basement faucet was done by the CTS Defendants, and that only after the work was completed was the CTS Defendants’ invoice filled out and a quote provided.

35. Another consumer reported that he was verbally quoted \$1,100.00 to fix the frozen pipes at his mobile home by Defendant Curtis Total Service, however, once the work was done, the Defendant Curtis Total Service’s invoice stated that \$1,826.00 was owed. When this consumer contacted Defendant Richard Price to request a refund of the difference between the quoted amount and the amount charged, Defendant Richard Price said Defendant Curtis Total Service quotes prices from a “flat rate book,” and because the consumer was informed a thawing machine would be used, no refund would be given.

36. In multiple instances, consumers have reported that Defendant Matt Price asked them to sign an invoice that did not have a final amount listed, but rather said "100% financed." After the consumer signed, upon information and belief, the Defendant Matt Price and/or employees of Defendant Curtis Total Service would fill in the cost, which typically was far in excess of what had been verbally quoted to the consumer.

37. For example, in one specific instance, Defendant Matt Price asked a consumer to sign an invoice for a Trane air conditioning system that just said "100% financed," with no information about cost. Defendant Matt Price told this consumer that the cost would be around \$5,500.00, and that the financing was approved. When the unit was installed by Defendant Curtis Total Service, the consumer asked again what the cost would be and was told it was what was agreed to because the installation was routine. Two weeks later, the consumer received an invoice in the mail that was filled out where it had previously just contained a signature, listing a cost of \$21,546.00.

38. In another instance, a senior citizen consumer who was on social security specifically told Defendant Matt Price she had financial hardships and a limited income. In response, Defendant Matt Price told this consumer that he could arrange to install an air conditioning system at her residence for approximately \$6,000.00, with financing terms that included "0%" with \$98.00 monthly payments for 60 months. However, after a unit was installed at the consumer's residence, the consumer learned that the CTS Defendants installed a high end heat pump with an air scrubber and UV light and tried to charge the consumer nearly \$18,000.00 without her consent.

39. In another instance, a Defendant Curtis Total Service technician visited a consumer's home to repair a broken pressure release valve while the consumer was at work but

his wife was home. The technician called the consumer and explained what he thought needed to be done over the phone to fix the leak. The technician said he would write up an invoice to replace the valves and piping. However, when the consumer returned home from work, he learned the technician completed the work and then provided his wife an invoice to sign. The consumer and his wife were then forced to pay for the work which they never authorized, which was far in excess of what the consumer expected it would cost. This was this consumer's second unfortunate experience with Defendant Curtis Total Service, as previously a plumber from Curtis Total Service came to assist with a clogged drain but ended up puncturing the drain, flooding the consumer's basement bathroom with black soiled water, and damaging the walls and cabinets.

Work Performed in a Shoddy Manner and/or by Unskilled Technicians

40. Despite the CTS Defendants' representations regarding the skills of their technicians, in numerous instances the technicians assigned to various consumer contracts did not have the required skills to properly complete the work as was seen by the shoddy and unworkmanlike work performed.

41. Rather, in numerous instances, the work done by the CTS Defendants was defective and/or indicative of a lack of training and/or skills.

42. For example, a consumer complained that months after she replaced her heating unit with a new, expensive high efficiency unit at Defendant Matt Price's suggestion, she continued to experience issues with her heating unit, and only then was she informed that she did not have the proper duct work and/or ventilation system to support the high efficiency unit Defendant Matt Price had sold to her. The consumer then had to spend several thousand dollars so that the newly installed unit could work properly.

43. In other instances, consumers who had work done by the CTS Defendants

reported that the CTS Defendants actually damaged property at the residence, such as a dryer or the flooring where a given unit was installed.

Technicians and Salespersons Providing False Information

44. In one or more instances, the CTS Defendants provided consumers incorrect or misleading information regarding the need for the repair or replacement of products.

45. In certain instances, consumers were informed by the CTS Defendants that they should replace a product because it was defective, otherwise incapable of being fixed, or too costly to fix, when, upon information and belief, the product was not indeed defective, incapable of being fixed, or too costly to fix, but rather would have resulted in less of a profit for the CTS Defendants.

46. By way of example, Defendant Matt Price told a consumer that her furnace was dirty, the coils were carbonated and that he could not get a brush in the coils or they would crumble. However, he said the CTS Defendants were running a special on a furnace they had in stock for a limited time. The consumer purchased the new furnace based on the information provided by Defendant Matt Price, but rather than having the CTS Defendants dispose of her old furnace and air conditioning unit as is normally done, she requested to keep the old equipment. The consumer had the old furnace inspected by a technician from another company, and it was found to be clean and operating properly.

47. By way of further example, Defendant Richard Price tried to convince a consumer that the consumer needed a certain heat pump to move air through his vents in the winter in order to prevent mold growth, but, after the consumer got a second opinion, the consumer learned that because the house only had one air return system upstairs which was baseboard heat, what Defendant Richard Price tried to sell him was not necessary, *and* that the consumer's ductwork at

that time was not even set up for a heat pump system to work at its maximum efficiency.

Moreover, when the consumer informed Defendant Richard Price he was considering cancelling his contract with the CTS Defendants, Defendant Richard Price told the consumer that the flex pipe had been custom cut, despite the fact that no measurements had been taken at the consumer's residence, and the consumer's invoice does not indicate that his order was in any way customized. The customer later learned that the piping that had been quoted for was indeed standard, not custom.

48. In at least one instance, Defendant Matt Price told a consumer she had to purchase an air conditioning unit with a heating unit, despite the fact that the consumer told him she only wanted an air conditioning unit.

49. Additionally, on at least two occasions, Defendant Matt Price has provided incorrect information to consumers regarding the basis for and amount of rebates, telling the consumers that they would receive more money in the form of a rebate than was actually the case.

50. For example, one consumer was promised a rebate of \$2,400.00 by Defendant Matt Price several times, only to later learn that no such rebate existed.

High Pressure Sales and/or Scare Tactics

51. In certain instances, the CTS Defendants employ high pressure sales and/or scare tactics to get consumers to sign home improvement contracts. These high pressure sales and/or scare tactics include misrepresenting the urgency of the repairs and misrepresenting to consumers that they will face financial loss or that their health will be at risk if they do not immediately make the CTS Defendants' recommended repairs or replacements. These sales tactics also entail pressuring consumers to commence work on home improvement contracts

immediately, which causes consumers to mistakenly believe that they cannot cancel their contracts and cannot obtain second opinions from other companies.

52. In more than one instance, Defendant Matt Price has advised a consumer that the consumer needed to urgently replace a given unit when, upon information and belief, the situation was not urgent.

53. In at least one instance, Defendant Matt Price came without any tools to inspect an elderly woman's propane furnace and told her she needed a new unit that would be roughly \$7,000.00. When the consumer stated she could not afford this purchase, Defendant Matt Price continued to badger the consumer, at one point telling her she would freeze without heat and the unit could quit working at any time. He then pressured the consumer into signing an invoice that said the work needed "immediate attention" and a new unit would be installed the following day.

54. Defendant Matt Price also told another elderly consumer that the heater in her mobile home would "catch fire" if she did not replace it right away, despite the fact the heater had been maintained for years without issue.

55. Upon information and belief, in certain instances Defendant Matt Price will tell a consumer that a given unit's replacement is urgent, but then tack additional items onto the sale that do not relate to the allegedly urgent repair needed, without informing the consumer that these additional items are not urgently needed.

56. Upon information and belief, in certain instances, the CTS Defendants misrepresent the urgency of the need for a repair so that a consumer does not get a second opinion.

57. In numerous instances, Defendant Matt Price wrote on Defendant Curtis Total Service's invoice "immediate attention needed" and then had a consumer initial saying "no

cancelations accepted,” despite the fact that no such invoice had an “Emergency Work Authorization” release as required by the Consumer Protection Law.

58. Upon information and belief, the CTS Defendants often commenced work immediately, even when the work was not urgent, so that when and if the consumer attempted to rescind the contract or cancel the financing obtained, the CTS Defendants can point to the fact that work was already performed in exchange for payment, making it increasingly difficult for consumers to cancel accordingly.

59. At least one consumer reported that Defendant Matt Price called him four times in a three day period to try to push the sale.

Installing Product Other than What Was Promised

60. In more than one instance, consumers reported that they were verbally told by Defendant Matt Price that they were agreeing to have a certain model installed for a given price, only to later learn that a different model was installed, sometimes for a higher price than was agreed to.

61. By way of example, a senior citizen consumer reported she was quoted approximately \$6,000.00 for a heating unit by Defendant Matt Price after advising him of her limited finances and that she needed an inexpensive unit. After the unit was installed, the consumer received an invoice in the mail and learned that, without her knowledge or consent, Defendant Matt Price installed and arranged financing in her name for a more expensive model that cost approximately \$14,000.00.

62. In one or more instances, a consumer was charged for a given product, but a different product was actually installed, after which the CTS Defendants refused to adjust the price, remove the incorrect item and/or install the correct item.

63. For example, after signing his name on an invoice that just said “100% financed” and a unit number, a consumer thought he was purchasing a Trane XR-16 heating system for an estimated cost of \$5,500.00 based on his conversation with Defendant Matt Price. Unbeknownst to the consumer, however, the invoice was later revised and completed by the CTS Defendants to say a XL-18 system was being installed for a cost of \$21,546.00. The consumer did not even know the invoice was completed this way until it was received in the mail, after the fact. Nevertheless, the CTS Defendants actually installed a Trane XR-16 heating system, but charged the consumer for the more expensive model which the consumer did not agree to purchase, and did not in fact purchase.

64. By way of further example, Defendant Matt Price came to a senior citizen consumer’s home and told her she needed to replace her furnace because it was old and could quit working at any time. Defendant Matt Price specifically represented that if the consumer went with his recommendation, she would be buying a Broan furnace which was of good quality. The consumer’s invoice stated she was purchasing a “Broan 70,000 btu propane gas furnace with new roof jack.” After the unit was installed, the consumer saw the stickers on the unit actually said “Nordyne,” and that there was a square hole where the nameplate should have been on the front of the furnace. The consumer believes the price for the furnace that was actually installed was significantly less expensive than the furnace listed on her invoice. *A redacted copy of this consumer’s invoice is attached hereto and incorporated herein as Exhibit “D.”*

65. Another consumer explained that though her invoice from the CTS Defendants stated she was getting a Broan furnace, when she later hired a technician other than Defendant Curtis Total Service, she learned that a much cheaper brand of a unit had been installed, and that the unit installed was actually the wrong size for her mobile home.

Misrepresenting and/or Causing Confusion Regarding the Financing Offered
and the Basis for Pricing

66. Defendant Matt Price regularly misrepresents the terms of the financing the CTS Defendants offer, causing a likelihood of confusion and misunderstanding amongst consumers.

67. In certain instances, Defendant Matt Price led a consumer to believe that the financing that the CTS Defendants offer is in-house, when actually the financing is through a third party such as Wells Fargo, Mariner Finance, or Enerbank.

68. In one or more instances, Defendant Matt Price informed a consumer that an application for financing only needed to be filled out to run a credit check, when in reality the application was for a line of credit.

69. In certain instances, Defendant Matt Price made incorrect representations about how the terms of the financing will apply to the consumer's purchase, referring to the credit card financing as a "loan" when it was not a loan.

70. At least one consumer complained that they already had a credit card, and/or that they enrolled in the financing offered by the CTS Defendants because of Defendant Matt Price's representation that they were applying for a loan.

71. Upon information and belief, in more than one instance, Defendant Matt Price has improperly and knowingly advised consumers that they could sign financing paperwork for someone else as long as that person consented to the paperwork being signed, when this was false. One or more of these instances was brought to the attention of Defendant Richard Price, who continued to let Defendant Matt Price provide consumers with financing.

72. In one or more instances, Defendant Matt Price also failed to explain what the annual percentage rate (hereinafter "APR") was or how it worked, and would write invoices that would simply say a given number with a percentage sign and the number of months, without

stating the APR and if the APR may be increased after a given time period.

73. On one or more occasions, Defendant Matt Price actually wrote on a consumer's contract that "bank calculates payments," clearly not even indicating to the consumer what their required monthly payment through the financing company would be.

74. In one or more instances, Defendant Matt Price wrote on a consumer's invoice that the customer agrees on payments of "around" a certain amount a month for a given number of months, and then wrote in a given APR percentage such as "5.9% APR."

75. One or more consumers complained that Defendant Matt Price represented to them that they would not have to make any payments for a full year, only to receive monthly bills from the institution responsible for the financing shortly after the CTS Defendants completed the work financed at the consumer's residence, well before a year went by.

76. Other consumers complained that Defendant Matt Price represented that there would be 0% interest for a given set of months, only to later learn that they were being charged interest on their home project credit cards. In certain instances, when these issues regarding Defendant Matt Price's misrepresentations were brought to the attention of the CTS Defendants, they retroactively adjusted the consumer's interest rate.

77. For example, a senior citizen with limited income reported that when Defendant Matt Price represented he could offer financing, which the consumer did not know meant a credit card until she received the physical card in the mail, he said that it would be 0% interest and no payments for a year. When the consumer asked if the "no payments for a year" would extend the loan or be added on at the end of the payment period, Defendant Matt Price assured her this was not the case. Shortly after the installation of the unit, however, the consumer began receiving monthly bills for her credit card. The terms of the credit card involved 0% APR *only* if the

consumer made 72 equal payments; if the purchase balance was not paid in full by the end of the period, interest would be charged from the *purchase date* at a rate of 28.99% APR.

78. Other consumers were lead to believe that they could finance additional goods and/or services by consolidating a new “loan” with a pre-existing “loan” for a combined amount due each month, only to later learn that an additional line of credit (rather than a loan) was opened, and that the additional line of credit was opened with a different company and could not be consolidated.

79. Numerous consumers have complained to their financial institutions about the misrepresentations made by Defendant Matt Price regarding the financing they were applied for, and in certain instances, the financing has been cancelled by the financing institution based upon the consumer’s complaint.

80. One senior citizen consumer was told by Defendant Matt Price that she needed to purchase a 175 gallon tank for her mobile home, which would only add \$15.00 to the monthly payment she was already making toward the financing he had previously arranged for her, only to learn that an application was submitted to a different financing company, leaving the consumer with monthly payments to a second financing company for an even larger tank which ultimately led her to take out a second mortgage on her home.

Providing False Information to Financial Institutions on Behalf of Consumers
Without Consumer Consent

81. In addition to having consumers sign blank invoices, Defendant Matt Price submitted false information regarding whether a repair or purchase was being made, and regarding the consumer’s income, on financing applications submitted to financial institutions for home improvement related purchases, without the consumers’ knowledge or consent.

82. In multiple instances, the CTS Defendants reported to one or more financial

institutions that a consumer was financing the repair of a system or appliance, when in fact the consumer was actually purchasing an entirely new unit as a replacement of the system or appliance.

83. Upon information and belief, on one or more occasions, Defendant Matt Price falsified the consumer's income on the consumer's financing applications so that the consumer would be approved for financing.

84. In fact, one or more consumers advised that Defendant Matt Price never asked their income, and that they only learned that information regarding their income had been reported, without the consumer's knowledge or consent, after the application was processed.

85. In one instance, despite knowing that a senior citizen consumer had limited income and financial hardships, Defendant Matt Price facilitated the submission of a financing application to Wells Fargo for this consumer saying she earned approximately \$120,000.00 a year, and then attempted to charge the consumer \$18,000.00, rather than the approximate \$6,000 the consumer agreed to.

86. In another instance, Defendant Matt Price facilitated the submission of a financing application for another senior citizen consumer who was on social security, in this instance falsely reporting the consumer had an income of \$49,000.00 a year. This false reporting of income was performed without the consumer's knowledge or consent. Defendant Matt Price then attempted to charge the consumer approximately \$14,000.00 rather than the approximate \$6,000.00 that he had discussed with the consumer.

87. Upon information and belief, in certain instances, Defendant Matt Price falsified the information reported to financial institutions by completing the invoice after the consumer signed an incomplete application and/or by rushing the consumer through the application process

so that the consumer could not review the information he completed on the consumer's behalf.

88. In other instances, without a consumer's knowledge or consent, Defendant Matt Price requested credit limit increases from financial institutions on behalf of given consumers, and in doing so, on certain occasions provided false information about the consumers' income.

89. Upon information and belief, in one or more instances, after being denied by a financial institution for a credit limit increase submitted on behalf of a consumer, Defendant Matt Price reported higher income for the given consumer, without the consumer's knowledge or consent, and without providing appropriate disclosures to the consumer, in attempt to get the financial institution to process the credit limit increase.

Submitting Credit Card Applications to Financial Institutions without Signature and/or Consent

90. More than one consumer complained to a financial institution that a credit card was opened in their name despite the fact they never signed any sort of application for financing and/or were never informed that what they were signing was an application for financing.

91. Another consumer reported that though she told Defendant Matt Price she was power of attorney for her senior citizen mother who had dementia, and that this consumer would be responsible for payment for her mother's goods, Defendant Matt Price proceeded to have the consumer's mother sign the invoice for products the daughter had already told Defendant Matt Price her mother did not need. The CTS Defendants then submitted the invoice signed by the *mother* to facilitate the financing for the *daughter*, despite the fact that the daughter did not agree to purchase these products. The consumer daughter then had to dispute the charges with the financial institution, and upon information and belief, a settlement was achieved.

92. On more than one occasion, upon information and belief, after an application to a given financing company was turned down for a given consumer, the CTS Defendants then

submitted another application and/or a credit limit increase to a different financial institution, on behalf of that same consumer, without ever getting the consumer's consent or authorization for the subsequent submission.

Refusal to Provide Completed Contract at the time of Purchase

93. In certain instances, the CTS Defendants refused or failed to provide the consumer with a completed copy of the contract or invoice.

94. In numerous instances, the CTS Defendants failed to provide consumers with their financing applications at the time the application was completed.

95. In at least one instance, a consumer specifically asked the CTS Defendants to provide a completed invoice or contract before the work was completed, to no avail.

96. One or more consumers specifically asked the CTS Defendants for breakdowns of the cost of product and labor to be provided, only to be told by the CTS Defendants that Pennsylvania law prohibits them from providing such a breakdown, when this is not the case.

97. In fact, upon information and belief, on at least one occasion, the CTS Defendants represented to a consumer that the Pennsylvania Office of Attorney General prohibits Defendant Curtis Total Service from breaking down the costs of parts and labor and/or support Defendant Curtis Total Service's methodology of flat-rate pricing when neither representation is true.

98. In various instances, after the work was completed, the CTS Defendants mailed the consumer their contract or invoice, thereby only informing the customer of the work performed and the cost, as well as the procedure for cancellations, after the work was completed and the window for cancellation had passed.

99. In other instances, consumers never saw the completed CTS contract and/or the completed financing application until they contacted the financing institution and/or followed up

with the CTS Defendants upon receiving a credit card bill in the mail.

100. For example, after Defendant Matt Price assured a consumer that he could arrange for a new air conditioning unit to be installed for around \$6,000.00 while on speaker phone with the consumer's father, Defendant Matt Price told the consumer's dad to sign an invoice (invoice 81706) that had a model number, but no information about cost, in order to proceed with financing. Defendant Matt Price did not provide the consumer or his father with a copy of the invoice at the time it was signed. After the work was performed, the consumer was asked to sign a separate invoice (invoice 87570) which had no amount listed and just said "financed" with a line running down the right hand side. When the consumer asked why no amount was listed, a CTS technician informed the consumer that all paperwork with numbers is handled by the office. More than a week later, the consumer received copies of invoice 81706 with initials forged next to where it reads "customer agrees on \$361.00 per month roughly (premium only)," along with a different (more expensive) model number than was initially listed. The consumer's father later received a bill from the financing institution for approximately \$21,546.00. *True and correct copies of the aforementioned redacted invoices are attached hereto as Exhibit "E."*

Refusal to Allow Cancellations / Custom Work

101. The CTS Defendants have also refused to allow consumers to cancel their contracts, even if they are within the three day cancellation period and/or no work had commenced, and in certain instances even threatened the consumers if they attempted to cancel the financing with the financial institution.

102. For example, Defendant Matt Price pressured an eighty year old woman to sign a contract for approximately \$25,601.00, with a note that "customer agrees on \$310.48 per month approximately for 120 months at 7.99%." Defendant Matt Price had this consumer initial "no

cancellations accepted” which he wrote on the invoice, and scheduled the job to begin the following day, to be completed nearly five to six days after that. The consumer was worried about the cost and spoke to her daughter shortly thereafter, who told the consumer she had three days to cancel. When the consumer and her daughter called the CTS Defendants in attempt to cancel the contract the morning after it was signed, they were told the parts were already obtained, so there was nothing that could be done for the majority of the costs, but that the CTS Defendants would cancel the tank order. Nevertheless, rather than simply not providing the financing or submitting a ticket for the unneeded tank which had been cancelled within three days of the consumer signing the invoice, the CTS Defendants simply provided the consumer with a check for \$3,000.00, thus leaving the consumer to pay interest costs on the tank sold by Defendant Matt Price that was ultimately not needed or even provided. When this consumer filed a complaint with the Bureau, she received an upsetting call from a person who is believed to be Defendant Richard Price, chastising her for filing a complaint and stating that though the consumer’s contract included service for one year, Defendant Curtis Total Service would not be providing any more services to the consumer.

103. In another instance, another senior citizen consumer was pressured into purchasing a heater by Defendant Matt Price after he said her current unit could catch on fire. Defendant Matt Price had this consumer sign paperwork, but did not give her a copy of it. This consumer felt uncomfortable regarding her transaction with the CTS Defendants and contacted her daughter, who reminded her she had a three day right to cancel under Pennsylvania law. However, when the consumer attempted to cancel the contract within the three day window, she was told by Defendant Matt Price that because she initialed his handwritten note on the bottom of the contract indicating no cancellations due to an “emergency installation,” she waived her

right to cancel. This consumer was later informed by Defendant Richard Price that if she did try to cancel the financing, Defendant Curtis Total Service would sue her.

104. By way of further example, one consumer who was quoted a price for both an air conditioning unit and a heating unit contacted Defendant Matt Price to cancel the order for the heating unit within three business days of signing the contract. Defendant Matt Price confirmed over the phone that he received confirmation of the consumer's cancellation, and told the consumer the price would be "halved" because the heating unit was removed. However, when the CTS Defendants appeared at the consumer's house for the install, they brought along the heating unit. The consumer explained she had cancelled the unit, but Defendant Matt Price told the consumer the unit was already on the truck and that she needed the heating unit in order for the air conditioning unit to work, essentially refusing to allow the consumer's attempt to cancel the unwanted heater.

Threatening Statements by CTS Defendants to Consumers

105. On more than one occasion, when an upset consumer spoke to the CTS Defendants regarding one or more of the problems set forth above, he or she has been threatened by Defendant Richard Price.

106. For example, Defendant Richard Price threatened one or more consumers who called to cancel their contracts that he would take them to Court if they proceeded to try and cancel the contract.

107. In other instances, Defendant Richard Price called consumer complainants, some of whom are senior citizens, in a hostile, rude, and belittling manner, calling them liars and/or taking punitive action against them for filing complaints with the Bureau and in certain instances refused to even attempt to resolve the consumer's complaint.

108. In one or more instances, the CTS Defendants did actually sue consumers who cancelled their contracts and/or the financing for the allegedly contracted for work, despite the fact that the underlying contract was not enforceable.

Contract Deficiencies

109. The CTS Defendants often used contracts that did not contain terms required by HICPA and/or that contained language that was prohibited by HICPA, as set forth more fully below.

110. For example, on one or more occasions, the CTS Defendants had consumers sign contracts that, at the time of the signing, did not contain the total sales price, accurate payment information, and/or a complete description of the work to be performed or products to be purchased. In fact, Defendant Matt Price instructed a consumer to sign a contract to commence work despite the fact it had no balance or purchase price listed at the time the signature was requested. When the work was completed, the contract for completion similarly had no balance or purchase price listed, and instead simply said “financed.” *See Exhibit “E.”*

111. In certain instances, the CTS Defendants had consumers initial that they waived their right to cancel despite the fact that no Emergency Work Authorization form was filled out. *See Exhibit “D.”*

112. Additionally, the CTS Defendants used contracts that awarded attorney’s fees and costs in the event the CTS Defendants sued the consumer in relation to the contracted work. *See Exhibit “D.”*

113. In one or more instances, the CTS Defendants failed to provide consumers with Notices of Cancellation as required by the Consumer Protection Law.

**COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW
AS TO DEFENDANT CURTIS TOTAL SERVICE**

DEFENDANT CURTIS TOTAL SERVICE USED FALSE AND MISLEADING
ADVERTISEMENTS

114. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

115. As alleged above, the representations set forth on Defendant Curtis Total Service' website are false and misleading in numerous aspects, including but not limited to:

- a. Representing that it will always send a highly-trained technician to a consumer's home to assess the problem, when in certain instances, the technician assigned to the consumer's home lacked the basic training and/or skills or tools necessary to properly diagnose the issue at hand and/or recommend an appropriate solution;
- b. Representing that it can service and repair any make or model when, in certain instances, its technicians, without truly attempting to diagnose or inspect the appliance at issue, have simply told consumers that for a variety of reasons, including but not limited to due to age or dirt, the consumer's unit should be replaced rather than repaired;
- c. Representing that it provides up front pricing so consumers are not surprised with any hidden fees or costs when, in certain instances, consumers are not provided with up front pricing and are indeed surprised by hidden fees or costs; and
- d. Representing that it provides in house financing when in fact the financing they offer is through third party financial lenders. *See Exhibit "A."*

116. The aforesaid methods, acts or practices of Defendant Curtis Total Service

constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, the following:

- a. 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);
- b. Advertising goods or services with intent not to sell them as advertised, in violation of Section 201-2(4)(ix); 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).

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

117. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by Defendant Curtis Total Service. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

118. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices

of the Defendant Curtis Total Service as herein set forth, as well as seeking restitution for consumers for violations of the law. The Commonwealth believes that 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 Defendant Curtis Total Service's conduct as described herein above to be in violation of the Consumer Protection Law;
- B. Permanently enjoining Defendant Curtis Total Service, and its officers, agents, employees and all other persons acting on its behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:
 - i. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, as prohibited by Section 201-2(4)(v);
 - ii. Advertising goods or services with intent not to sell them as advertised, as prohibited by Section 201-2(4)(ix); and
 - iii. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi).
- C. Directing Defendant Curtis Total Service 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 Defendant Curtis Total Service to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Revoking Defendant Curtis Total Service's Home Improvement Registration with the Bureau;
- F. Permanently enjoining Defendant Curtis Total Service in any capacity from (i) engaging in trade or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves the advertising, marketing, offering, sale and/or performance of "Home improvement" services as that term is defined in Section 517.2 of HICPA and the advertising, marketing, offering, selling and/or performance of financing for such home improvement services including but not limited to, as an owner, shareholder, manager or employee of any such business; (ii) entering into any "home improvement contract" as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register its behalf, as a home improvement contractor with the Bureau, pursuant to Section 517.3(a) of HICPA.
- G. Permanently enjoining Defendant Curtis Total Service in any capacity, from

engaging in trade or commerce which involves the advertising, marketing, and offering of financing for home improvement services;

- H. Requiring Defendant Curtis Total Service to pay the Commonwealth's investigative and litigation costs in this matter;
- I. Directing Defendant Curtis Total Service 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; and
- J. Granting such further relief as this Court may deem appropriate.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO THE CTS DEFENDANTS (DEFENDANT RICHARD PRICE, DEFENDANT MATT PRICE AND DEFENDANT CURTIS TOTAL SERVICE)

THE CTS DEFENDANTS MISREPRESENTED AND CAUSED CONFUSION REGARDING THE NEED FOR REPAIRS AND/OR REPLACEMENTS AND USED HIGH PRESSURE SALES AND/OR SCARE TACTICS

119. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

120. In certain instances, the CTS Defendants engaged in unfair methods of competition and unfair or deceptive acts and practices by advising consumers that their systems and/or units cannot or should not be repaired, and/or that a new unit or system must be purchased, when the existing system and/or unit could have been repaired, and/or did not need to be replaced.

121. In certain instances, the CTS Defendants suggested that consumers purchase certain replacement products that were unnecessary, the wrong size or were otherwise improper for the consumer's situation.

122. For example, Defendant Matt Price, acting through Defendant Curtis Total

Service, suggested that a consumer should replace her furnace because it was filthy and the coils could not be brushed, however, when this consumer later had her old furnace inspected, she was advised the unit was working properly.

123. By way of further example, Defendant Richard Price, acting through Defendant Curtis Total Service, tried to convince a consumer that he needed a certain heat pump to move air through his vents in the winter in order to prevent mold growth. This consumer later learned this heat pump was not only not necessary, but that his house was not properly equipped for the installation of the suggested heat pump.

124. Moreover, the CTS Defendants use high pressure and/or scare tactics to pressure vulnerable consumers into unnecessary and costly sales.

125. In certain instances, the CTS Defendants misrepresent the urgency of the repairs or replacements, misrepresenting to consumers that they will face financial loss or that their health will be at risk if they do not immediately make the CTS Defendants' recommended repairs or equipment replacements.

126. In certain instances, the CTS Defendants used contracts that said various items "need immediate attention" and then had consumer initial that they cannot cancel the order, despite the fact that no Emergency Work Authorization form was provided as required by Section 201-7(j.1)(1) of the Consumer Protection Law and/or the work was not of an urgent nature.

127. Upon information and belief, in at least one instance, Defendant Matt Price advised a consumer that one large ticket item such as an air-conditioning unit could not be purchased without another unit such as a furnace, when this was not true.

128. The aforesaid methods, acts or practices constitute unfair methods of competition

and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Representing that goods or service 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);
- 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).

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

129. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the CTS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

130. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices the CTS Defendants as herein set forth, as well as seeking restitution for consumers for

violations of the law. The Commonwealth believes that 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 the CTS Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;
- B. Permanently enjoining the CTS 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, including, but not limited to, the following:
 - i. Representing that goods or service 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, as prohibited by Section 201-2(4)(v);
 - ii. Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed, as prohibited by Section 201-2(4)(xv); and
 - iii. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi).
- C. Directing the CTS 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 the CTS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Revoking Defendant Curtis Total Service's Home Improvement Registration with the Bureau;
- F. Permanently enjoining the CTS Defendants in any capacity, from (i) engaging in trade or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves the advertising, marketing, offering, sale and/or performance of "Home improvement" services as that term is defined in Section 517.2 of HICPA and the advertising, marketing, offering, selling and/or performance of financing for such home improvement services including but not limited to, as an owner, shareholder, manager or employee of any such business; (ii) entering into any "home improvement contract" as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on his behalf, as a home improvement contractor with the Bureau, pursuant to Section 517.3(a) of HICPA.
- G. Permanently enjoining the CTS Defendants in any capacity, from engaging

in trade or commerce which involves the advertising, marketing, offering and application of financing for home improvement services;

- H. Requiring the CTS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- I. Directing the CTS 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; and
- J. Granting such further relief as this Court may deem appropriate.

COUNT III – VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO THE CTS DEFENDANTS (DEFENDANT RICHARD PRICE, DEFENDANT MATT PRICE AND DEFENDANT CURTIS TOTAL SERVICE)

THE CTS DEFENDANTS HAD CONSUMERS SIGN BLANK CONTRACTS AND/OR ALTERED CONSUMERS' CONTRACTS AFTER THEY HAD BEEN SIGNED

131. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

132. In certain instances, Defendant Matt Price, acting through Defendant Curtis Total Service, had consumers sign contracts that did not contain the total purchase price and/or were otherwise incomplete.

133. Upon information and belief, in one or more instances when a consumer asked for a breakdown of the cost, the CTS Defendants told consumers that under Pennsylvania law, no such breakdown was required and/or that the Pennsylvania Attorney General's Office prohibited the provision of a breakdown, when this is not true.

134. Defendant Matt Price filled in missing information on a consumer's contract after the consumer signed, sometimes filling in information that was different from what had been verbally expressed to the consumer.

135. More than one consumer complained that they were not given a completed copy of their contract at the time of the sale, and only received a completed copy in the mail after the work had been completed.

136. The aforementioned 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; specifically, 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). 73 P.S. § 201-3 and § 201-2(4) (xxi).

137. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the CTS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

138. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices the CTS Defendants as herein set forth, as well as seeking restitution for consumers for violations of the law. The Commonwealth believes that 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 the CTS Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;
- B. Permanently enjoining the CTS 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, including, but not limited to, the following:
 - i. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4) (xxi) of the Consumer Protection Law.
- C. Directing the CTS 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 the CTS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Revoking Defendant Curtis Total Service's Home Improvement Registration with the Bureau;
- F. Permanently enjoining the CTS Defendants in any capacity, from (i) engaging in trade or commerce within the Commonwealth of Pennsylvania

or with consumers residing in the Commonwealth of Pennsylvania which involves the advertising, marketing, offering, sale and/or performance of “Home improvement” services as that term is defined in Section 517.2 of HICPA and the advertising, marketing, offering, selling and/or performance of financing for such home improvement services including but not limited to, as an owner, shareholder, manager or employee of any such business; (ii) entering into any “home improvement contract” as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on his behalf, as a home improvement contractor with the Bureau, pursuant to Section 517.3(a) of HICPA.

- G. Permanently enjoining the CTS Defendants in any capacity, from engaging in trade or commerce which involves the advertising, marketing, offering and performance of financing for home improvement services;
- H. Requiring the CTS Defendants to pay the Commonwealth’s investigative and litigation costs in this matter;
- I. Directing the CTS 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; and
- J. Granting such further relief as this Court may deem appropriate.

COUNT IV – VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO THE CTS DEFENDANTS (DEFENDANT RICHARD PRICE, DEFENDANT MATT PRICE AND DEFENDANT CURTIS TOTAL SERVICE)

THE CTS DEFENDANTS INSTALLED PRODUCTS OTHER THAN WHAT WAS PROMISED AND/OR AGREED TO, AND PERFORMED SHODDY WORK

139. The averments and allegations of the preceding paragraphs are incorporated

herein as if same were fully set forth herein.

140. In certain instances, Defendant Matt Price, acting through Defendant CTS, verbally told consumers that they would be agreeing to have a certain model unit installed, and then arranged for a different model to be installed. On one or more occasions when this situation arose, Defendant Richard Price was made aware of the problem, and failed to remove the unit that was improperly installed or otherwise assist the consumer

141. For example, at least two consumers had contracts from Defendant Curtis Total Service that stated that a “Broan” model furnace was being installed, yet, upon information and belief, a lesser quality furnace was actually installed by the CTS Defendants.

142. In other instances, Defendant Matt Price led consumers to believe the CTS Defendants would be installing the cheapest unit available, only to later install one of the more expensive kinds of that unit available.

143. Moreover, in numerous instances the CTS Defendants performed shoddy work, incorrectly installing various appliances and/or damaging appliances and equipment in close proximity to the system or appliance being repaired or replaced.

144. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, the following:

- a. 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, as prohibited by Section 201-2(4)(v); and

- b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi).

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

145. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the CTS Defendants. Accordingly, and pursuant to Section 201-8(b) of the *Consumer Protection Law*, the Commonwealth seeks the imposition of civil penalties of One Thousand Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

146. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the CTS Defendants as herein set forth, as well as seeking restitution for consumers for violations of the law. The Commonwealth believes that 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 the CTS Defendants' conduct as described herein above to be in violation of the *Consumer Protection Law*;
- B. Permanently enjoining the CTS Defendants, and their officers, agents, employees and all other persons acting on its behalf, directly or indirectly,

from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:

- i. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v); and
 - ii. 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).
- C. Directing the CTS 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 the CTS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Revoking Defendant Curtis Total Service's Home Improvement Registration with the Bureau;
- F. Permanently enjoining the CTS Defendants in any capacity, from (i) engaging in trade or commerce within the Commonwealth of Pennsylvania

or with consumers residing in the Commonwealth of Pennsylvania which involves the advertising, marketing, offering, sale and/or performance of “Home improvement” services as that term is defined in Section 517.2 of HICPA and the advertising, marketing, offering, selling and/or performance of financing for such home improvement services including but not limited to, as an owner, shareholder, manager or employee of any such business; (ii) entering into any “home improvement contract” as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on his behalf, as a home improvement contractor with the Bureau, pursuant to Section 517.3(a) of HICPA.

- G. Permanently enjoining the CTS Defendants in any capacity, from engaging in trade or commerce which involves the advertising, marketing, offering and performance of financing for home improvement services;
- H. Requiring the CTS Defendants to pay the Commonwealth’s investigative and litigation costs in this matter;
- I. Directing the CTS 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; and
- J. Granting such further relief as this Court may deem appropriate.

**COUNT V – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA
AS TO DEFENDANT MATT PRICE**

DEFENDANT MATT PRICE ENGAGED IN HOME IMPROVEMENT FRAUD

147. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

148. Pursuant to Section 517.8(a) of HICPA, a person commits the offense of home improvement fraud if, with intent to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor:

(1) makes a false or misleading statement to induce, encourage or solicit a person to enter into any written or oral agreement for home improvement services or provision of home improvement materials or to justify an increase in the previously agreed upon price; [or]

* * *

(7) alters a home improvement agreement, mortgage, promissory note or other document incident to performing or selling a home improvement without the consent of the consumer[.]

149. Defendant Matt Price made false and misleading statements to induce, encourage and/or solicit consumers to enter into written and/or oral agreements for home improvement services.

150. For example, in certain instances, Defendant Matt Price led consumers to believe that they were purchasing the cheapest model available, when in fact the consumers were not purchasing the cheapest model available.

151. In other instances, Defendant Matt Price made a false or misleading statement to lead consumers to believe that they needed certain systems and/or appliances, when in fact there was no such need for the system and/or appliance.

152. On more than one occasion, Defendant Matt Price told a consumer that if they went ahead with a purchase, they would obtain a certain type of rebate, when in fact no such rebate existed, or the rebate was different than what was represented by Defendant Matt Price.

153. In other instances, Defendant Matt Price represented to consumers that if they made an additional purchase they could combine any payments made toward the new purchase with payments from an old purchase, for a certain combined monthly payment, when this was incorrect.

154. In at least one instance, Defendant Matt Price told a consumer she needed to purchase a heating unit at the time she purchased an air conditioning unit, because the air conditioning unit would not work without the new heating unit, when this was incorrect.

155. Moreover, Defendant Matt Price has altered consumers' home improvement contracts and/or financing documentation without their knowledge or consent.

156. In certain instances, Defendant Matt Price misrepresented material facts regarding the need for new units or appliances and/or the cost of new units or appliances to consumers, with the intention of inducing consumers to purchase said units or appliances when they would not have but for his misrepresentations, and consumers justifiably relied on Defendant Matt Price's misrepresentations to their detriment.

157. In certain instances, Defendant Matt Price also altered the CTS invoices he submitted in connection with a financing application on a consumers' behalf and/or the financing documents themselves, without the consumers' consent, in relation to the sale of a home improvement.

158. The aforesaid methods, acts or practices constitute a violation of 517.8(a) (1) and (7) of HICPA.

159. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

160. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, 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) (xxi).

161. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by Defendant Matt Price. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

162. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the Defendant Matt Price as herein set forth, as well as seeking restitution for consumers for violations of the law. The Commonwealth believes that 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 the Defendant Matt Price's conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;
- B. Directing Defendant Matt Price 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;
- C. Permanently enjoining Defendant Matt Price, and all other persons acting on

his behalf, directly or indirectly, from violating the Consumer Protection Law and/or HICPA any amendments thereto;

- D. Directing Defendant Matt Price to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Permanently enjoining Defendant Matt Price in any capacity, from (i) engaging in trade or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves the advertising, marketing, offering, sale and/or performance of “Home improvement” services as that term is defined in Section 517.2 of HICPA and the advertising, marketing, offering, selling and/or performance of financing for such home improvement services including but not limited to, as an owner, shareholder, manager or employee of any such business; (ii) entering into any “home improvement contract” as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having *another register on his behalf, as a home improvement contractor with the Bureau, pursuant to Section 517.3(a) of HICPA.*
- F. Permanently enjoining Defendant Matt Price in any capacity, from engaging in trade or commerce which involves the advertising, marketing, offering and performance of financing for home improvement services;
- G. Requiring Defendant Matt Price to pay the Commonwealth’s investigative

and litigation costs in this matter;

- H. Directing Defendant Matt Price to disgorge and forfeit all monies he has received as a result of their unfair and deceptive acts and practices as set forth in this Complaint; and
- I. Granting such further relief as this Court may deem appropriate.

COUNT VI – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA AS TO THE CTS DEFENDANTS (DEFENDANT RICHARD PRICE, DEFENDANT MATT PRICE AND DEFENDANT CURTIS TOTAL SERVICE)

THE CTS DEFENDANTS REFUSED TO ALLOW CONSUMERS TO CANCEL THEIR CONTRACTS

163. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

164. Section 517.7(b) of HICPA provides that “[a]n individual signing a home improvement contract ... shall be permitted to rescind the contract without penalty ... within three business days of the date of signing.” 73 P.S. § 517.7(b).

165. In certain instances, the CTS Defendants failed to permit consumers to cancel their contracts within the three business days of the date of signing, in violation of Section 517.7(b) of HICPA.

166. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

167. Section 201-7(a) of the Consumer Protection Law requires that, for goods or services having a sale price of twenty-five dollars (\$25) or more contracted to be sold in connection with a contact or call on the buyer at his residence, the consumer may rescind the contract or sale within three full business days. 73 P.S. § 201-7(a).

168. Section 201-7(d) of the Consumer Protection Law provides that “each buyer shall

be informed at the time he signs the contract or purchases the goods or services, of his right to cancel.” 73 P.S. § 201-7(d).

169. Section 201-7(f) of the Consumer Protection Law provides that the “[s]eller shall not misrepresent in any manner the buyer’s right to cancel.” 73 P.S. § 201-7(f).

170. Section 201-7(g) of the Consumer Protection Law provides that “[a]ny valid notice of cancellation by a buyer shall be honored and within ten business days after the receipt of such notice, sellers shall (i) refund all payments made under the contract or sale [.]” 73 P.S. § 201-7(g).

171. Section 201-7(j.1) of the Consumer Protection Law provides that the aforementioned right to cancel within three full business days may only be waived through the execution of a valid emergency work authorization form. 73 P.S. § 201-7(j.1).

172. The CTS Defendants violated Section 517.7(b) of HICPA and Sections 201-7(a), 201-7(d), 201-7(f), 201-7(g), and 201-7(j.1) of the Consumer Protection Law by engaging in conduct that includes but is not limited to the following:

- a. In certain instances, refusing to allow consumers to cancel their contracts within three business days;
- b. In certain instances, failing to inform the buyer at the time he signs the contract or purchases goods or services of his right to cancel;
- c. In certain instances, misrepresenting the consumers’ right to cancel their contracts;
- d. In certain instances, verbally representing that part of an order was cancelled, only to later show up with the cancelled unit or appliance and install said unit or appliance;

- e. Having consumers initial that they would not cancel their order when they had the right to cancel their order;
- f. Threatening to sue consumers who choose to exercise their right to cancel their contract;
- g. Having consumers initial that they will not cancel their contract and then refusing to allow cancellation when the consumer tries to cancel within three business days.

173. The aforementioned 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; specifically, 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). 73 P.S. § 201-3 and § 201-2(4)(xxi).

174. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the CTS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

175. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices the CTS Defendants as herein set forth, as well as seeking restitution for consumers for violations of the law. The Commonwealth believes that 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 the CTS Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;
- B. Directing the CTS 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;
- C. Permanently enjoining the CTS Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and/or HICPA and any amendments thereto, including, but not limited to, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law.
- D. Directing the CTS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Revoking Defendant Curtis Total Service's Home Improvement

Registration with the Bureau;

- F. Permanently enjoining the CTS Defendants in any capacity, from (i) engaging in trade or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves the advertising, marketing, offering, sale and/or performance of “Home improvement” services as that term is defined in Section 517.2 of HICPA and the advertising, marketing, offering, selling and/or performance of financing for such home improvement services including but not limited to, as an owner, shareholder, manager or employee of any such business; (ii) entering into any “home improvement contract” as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on his behalf, as a home improvement contractor with the Bureau, pursuant to Section 517.3(a) of HICPA.
- G. Permanently enjoining the CTS Defendants in any capacity, from engaging in trade or commerce which involves the advertising, marketing, offering and performance of financing for home improvement services;
- H. Requiring the CTS Defendants to pay the Commonwealth’s investigative and litigation costs in this matter;
- I. Directing the CTS 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; and
- J. Granting such further relief as this Court may deem appropriate.

**COUNT VII – VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO THE
CTS DEFENDANTS (DEFENDANT RICHARD PRICE, DEFENDANT MATT PRICE
AND DEFENDANT CURTIS TOTAL SERVICE)**

**THE CTS DEFENDANTS ENGAGED IN DECEPTIVE CONDUCT WHICH CREATED A
LIKELIHOOD OF CONFUSION OR MISUNDERSTANDING REGARDING THE TERMS
OF THE FINANCING OFFERED**

176. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

177. In numerous instances, the CTS Defendants engaged in deceptive conduct which created a likelihood of confusion or misunderstanding regarding the financing they offered to consumers. Examples of such conduct include but are not limited to the following:

- a. Misrepresenting to consumers that a “loan” was being offered when instead the product was actually a credit card;
- b. Misrepresenting to consumers that a given financing company would be providing the financing when it was being provided by a different company;
- c. Misrepresenting to consumers that they were just filling out an application to run a credit check, when in fact the application was for financing;
- d. Misrepresenting to consumers that their monthly payments would be a certain amount when in fact they were a different amount;
- e. Misrepresenting the interest rate associated with the financing offered;
- f. Misrepresenting how the financing would affect a consumer’s credit score;
- g. Misrepresenting the actual terms of the financing; and
- h. Misrepresenting who needed to sign the paperwork and how it was to be completed.

178. In numerous instances, consumers would complain to financial institutions

regarding the misrepresentations made by Defendant Matt Price and other employees of Defendant Curtis Total Service only to have Defendant Richard Price and Defendant Curtis Total Service deny that the misrepresentations occurred, and continue to enable Defendant Matt Price and other employees of Defendant Curtis Total Service to continue to misrepresent the terms of the financing offered by Defendant Curtis Total Service.

179. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, the following:

- A. 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, as prohibited by Section 201-2(4)(v); and
- B. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi).

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

180. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the CTS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as

appropriate.

181. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the Defendant Curtis Total Service as herein set forth, as well as seeking restitution for consumers for violations of the law. The Commonwealth believes that 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 the CTS Defendants' conduct as described herein above to be in violation of the Consumer Protection Law;
- B. Permanently enjoining the CTS 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, including, but not limited to, the following:
 - i. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v); and
 - ii. 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).

- C. Directing the CTS 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 Defendant Curtis Total Service Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Revoking Defendant Curtis Total Service's Home Improvement Registration with the Bureau;
- F. Permanently enjoining the CTS Defendants in any capacity, from (i) engaging in trade or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves the advertising, marketing, offering, sale and/or performance of "Home improvement" services as that term is defined in Section 517.2 of HICPA and the advertising, marketing, offering, selling and/or performance of financing for such home improvement services including but not limited to, as an owner, shareholder, manager or employee of any such business; (ii) entering into any "home improvement contract" as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on his behalf, as a home improvement contractor with the

Bureau, pursuant to Section 517.3(a) of HICPA.

- G. Permanently enjoining the CTS Defendants in any capacity, from engaging in trade or commerce which involves the advertising, marketing, offering of consumer financing;
- H. Requiring the CTS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- I. Directing the CTS 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; and
- J. Granting such further relief as this Court may deem appropriate.

**COUNT VIII – VIOLATIONS OF THE CONSUMER PROTECTION LAW AS TO
DEFENDANT MATT PRICE**

**DEFENDANT MATT PRICE PROVIDED FALSE INFORMATION TO FINANCING
INSTITUTIONS AND APPLIED FOR CREDIT LIMIT INCREASES WITHOUT
CONSUMER CONSENT**

182. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

183. Defendant Matt Price, through Defendant Curtis Total Service, at times provided false information regarding a consumer's income to a financing institution.

184. In other instances, Defendant Matt Price, through Defendant Curtis Total Service, applied for a credit limit increase on behalf of a consumer without the consumer's consent.

185. In certain instances, if after Defendant Matt Price's request for a credit limit increase for a given consumer with a given financing institution was denied, Defendant Matt Price re-applied using different income information, and/or applied to a different financing institution, without informing the consumer of the resubmissions or the ramifications of the re-

submissions.

186. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, 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)(xxi).

187. *At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by Defendant Matt Price. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.*

188. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the Defendant Matt Price as herein set forth, as well as seeking restitution for consumers for violations of the law. The Commonwealth believes that 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 the Defendant Matt Price's conduct as described herein above to

be in violation of the Consumer Protection Law;

- B. Directing Defendant Matt Price 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;
- C. Permanently enjoining Defendant Matt Price, and all other persons acting on his behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection Law;
- D. Directing Defendant Matt Price to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Permanently enjoining Defendant Matt Price, in any capacity, from (i) engaging in trade or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves the advertising, marketing, offering, sale and/or performance of “Home improvement” services as that term is defined in Section 517.2 of HICPA and the advertising, marketing, offering, selling and/or performance of financing for such home improvement services including but not limited

to, as an owner, shareholder, manager or employee of any such business; (ii) entering into any “home improvement contract” as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on his behalf, as a home improvement contractor with the Bureau, pursuant to Section 517.3(a) of HICPA.

- F. Permanently enjoining Defendant Matt Price in any capacity, from engaging in trade or commerce which involves the advertising, marketing, and offering of financing for home improvement services;
- G. Requiring Defendant Matt Price to pay the Commonwealth’s investigative and litigation costs in this matter;
- H. Directing Defendant Matt Price to disgorge and forfeit all monies he has received as a result of their unfair and deceptive acts and practices as set forth in this Complaint; and
- I. Granting such further relief as this Court may deem appropriate.

COUNT IX – VIOLATIONS OF THE CONSUMER PROTECTION LAW AND HICPA AS TO THE CTS DEFENDANTS (DEFENDANT RICHARD PRICE, DEFENDANT MATT PRICE AND DEFENDANT CURTIS TOTAL SERVICE)

THE CTS DEFENDANTS USED CONTRACTS THAT VIOLATED HICPA AND THE CONSUMER PROTECTION LAW

189. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

190. The CTS Defendants used contracts that failed to comply with various requirements set forth in HICPA.

191. Pursuant to Section 517.7 of HICPA, contracts are not valid or enforceable against consumers unless the home improvement contractor has included specific provisions

pertaining to the work to be performed. Specifically, a contract is invalid and unenforceable unless, among other things, it:

- a. Is signed by the owner, his agent or other contracted party and the contractor or a salesperson on behalf of a contractor, as required by Section 517.7(a)(2) of HICPA;
- b. Contains the entire agreement between the owner and the contractor, including attached copies of all required notices, as required by Section 517.7(a)(3) of HICPA;
- c. Includes a description of the work to be performed, the materials to be used and a set of specifications that cannot be changed without a written change order signed by the owner and the contractor, as required by Section 517.7(a)(7) of HICPA;
- d. Includes the total sales price due under the contract or includes a time and materials provision that complies with Section 517.7(a)(8) of HICPA, as required by Section 517.7(a)(8) of HICPA;
- e. Includes the toll-free telephone number under section 3(b) of HICPA, as required by Section 517.7(a)(12) of HICPA; and
- f. Includes a notice of the right of rescission under subsection (b), as required by Section 517.7(a)(13) of HICPA.

73 P.S. §§ 517.7(a)(2), (3), (7), (8), (12), and (13).

192. Pursuant to Section 517.7(b) of HICPA, an individual signing a home improvement contract, except as provided in the emergency provisions of section 7 of the Consumer Protection Law, shall be permitted to rescind the contract without penalty within three

business days of the signing. 73 P.S. § 517.7(b).

193. Pursuant to Section 201-7 of the Consumer Protection Law, when goods or services have a sales price of twenty-five dollars (\$25) or more and are sold or contracted to be sold to a buyer in connection with a contact or call on the buyer at the buyer’s residence, the consumer may avoid the contract or sale by notifying the seller in writing, within three full business days following the day on which the contract or sale was made and by returning or holding available for return to the seller, in its original condition, any merchandise received under the contract or sale. 73 P.S. § 201-7(a).

194. The rights afforded under Section 201-7 of the Consumer Protection Law can only be waived through the execution of an emergency authorization form, which must be on a preprinted card at least four by six inches and contain writing in at least ten-point bold face type in the following form:

Emergency Work Authorization

(Enter date of Transaction)

You, the buyer, having initiated the contract for the goods and services of (enter the name of the seller), the seller, for the remediation of a bona fide emergency hereby authorize the seller to immediately proceed with the delivery of goods or the performance of services necessary to remedy the bona fide emergency. By providing the seller with this authorization, you agree to make full payment for the goods or services provided. You agree not to exercise the rights afforded you by the Unfair Trade Practices and Consumer Protection Law to cancel the contract within three business days from the above date. You, the buyer, attest that the attached estimate is an accurate description of the goods and services which will be provided by the seller for the correction of the bona fide emergency:

_____ (date)

_____ (Buyer’s signature)

73 P.S. § 201-7(j.1).

195. Moreover, pursuant to Section 517.7(e) of HICPA, if a home improvement

contract contains any of the following clauses, among others, it shall be voidable by the owner:

- a. A provision that the contractor shall be awarded attorney fees and costs, per 517.7(e)(8); and
- b. A waiver of any rights provided under this act, per 517.7(e) (10).

73 P.S. §§ 517.7(e) (8), and (10).

196. In certain instances, the CTS Defendants used contracts that failed to contain the entire agreement between the owner and contractor and/or that failed to include copies of all required notices, such as the Notice of Cancellation as is required per Section 201-7(b)(2) of the Consumer Protection Law.

197. On more than one occasion, the CTS Defendants had consumers sign contracts that, at the time of signature, did not contain an accurate description of the work to be performed, the total sales price due under the contract or a time and materials provision, the materials to be used and/or a set of specifications that could not be changed without a written, signed change order.

198. In certain instances, the CTS Defendants had consumers sign contracts that awarded attorney fees and costs to Defendant Curtis Total Service in the event of a lawsuit. *See Exhibit "D."*

199. On more than one occasion, the CTS Defendants used contracts that had consumers waive their right to three day cancellation by merely initialing "No cancellations accepted" or similar language. *See Exhibit "D."*

200. For example, despite the fact that the non-compliant Notice of Cancellation Form for a given consumer said the consumer could cancel by December 18, 2019, Defendant Matt Price wrote on the invoice "no cancellations accepted," and scheduled the work to be performed

at the consumer's residence for the day after the invoice was filled out, or December 13, 2019.

See Exhibit "D."

201. Moreover, despite the fact that Section 517.7(a) of HICPA specifically states that no home improvement contract shall be valid or enforceable against an owner if various requirements are not met, on one or more occasions the CTS Defendants sued consumers in attempt to enforce contracts that did not comply with HICPA as set forth above.

202. A violation of HICPA is deemed to be a violation of the Consumer Protection Law. 73 P.S. § 517.10.

203. The aforementioned 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, specifically, 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). 73 P.S. § 201-3 and § 201-2(4)(xxi).

204. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the CTS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

205. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices the CTS Defendants as herein set forth, as well as seeking restitution for consumers for

violations of the law. The Commonwealth believes that 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 the CTS Defendants' conduct as described herein above to be in violation of the Consumer Protection Law and HICPA;
- B. Permanently enjoining the CTS Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and/or HICPA and any amendments thereto, including, but not limited to, the following:
 - i. Failing to utilize home improvement contracts that are compliant with the requirements set forth in Section 517.7(a) of HICPA;
 - ii. Failing to provide a completed copy of the home improvement contract at the time the contract is executed, as required by Section 517.7(c) of HICPA;
 - iii. Using home improvement contracts that contain one or more voidable clauses, as prohibited by Section 517.7(e) of HICPA;
 - iv. Failing to include proper Notices of Cancellation as required by Section 201-7(b)(2) of the Consumer Protection Law; and
 - v. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, as prohibited by Section 201-2(4)(xxi) of the Consumer Protection

Law.

- C. Directing the CTS 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 the CTS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;
- E. Revoking Defendant Curtis Total Service's Home Improvement Registration with the Bureau;
- F. Permanently enjoining the CTS Defendants in any capacity, from (i) engaging in trade or commerce within the Commonwealth of Pennsylvania or with consumers residing in the Commonwealth of Pennsylvania which involves the advertising, marketing, offering, sale and/or performance of "Home improvement" services as that term is defined in Section 517.2 of HICPA and the advertising, marketing, offering, selling and/or performance of financing for such home improvement services including but not limited to, as an owner, shareholder, manager or employee of any such business; (ii) entering into any "home improvement contract" as that term is defined in Section 517.2 of HICPA, and (iii) registering in any capacity, or having another register on his behalf, as a home improvement contractor with the

Bureau, pursuant to Section 517.3(a) of HICPA.

- G. Permanently enjoining the CTS Defendants in any capacity, from engaging in trade or commerce which involves the advertising, marketing, offering and performance of financing for home improvement services;
- H. Requiring the CTS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;
- I. Directing the CTS 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; and
- J. Granting such further relief as this Court may deem appropriate.

Respectfully submitted:

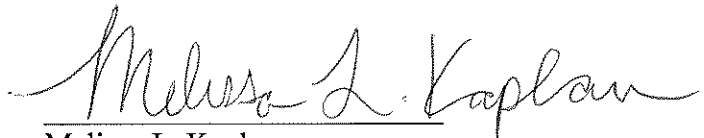
COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date:

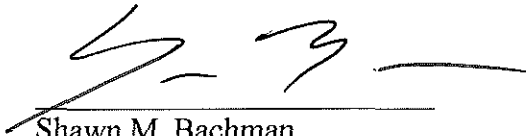
6/15/2022

By:



Melissa L. Kaplan
Deputy Attorney General
Attorney I.D. # 320744
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Fax: (215) 560- 2494
Attorney for Plaintiff

Date: 6/15/2022

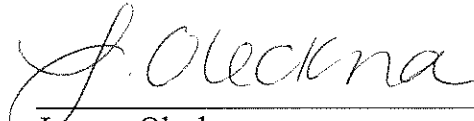
By: 

Shawn M. Bachman
Deputy Attorney General
Attorney I.D. # 325860
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Fax: (215) 560- 2494
Attorney for Plaintiff

VERIFICATION

I, Lauren Oleckna, hereby state that I am the Consumer Protection Agent in this action and verify that the statements made in the Commonwealth's *Complaint* are true and correct to the best of my knowledge or information and belief. I, as the undersigned, understand that the statements made therein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: 6/14/2022



Lauren Oleckna
Consumer Protection Agent

EXHIBIT “A.”

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🕒 **24/7 EMERGENCY SERVICE (/contact/)**

About Us



Choosing the right home service company can be a tough job. You want a company that is reliable, knowledgeable, and there when you need them the most. Curtis Total Service not only excels in those areas but we offer fantastic financing and we back up our work 100%.

Curtis Total Service is a family-owned business and has been professionally maintaining and servicing properties in Lehigh Valley PA and surrounding areas for the comfort and safety of our customers since 1988. We offer 24 hour emergency service and can help you with all your **heating (/hvac/heating/)**, **air conditioning (/hvac/air-conditioning/)**, **plumbing (/plumbing/plumbing-repairs/)**, **electrical (/electrical/)**, and **water treatment (/plumbing/water-treatment/)** needs.

When you become a Curtis Total Service customer, your search for quality and reliability is over. No matter how big or small your emergency is, we will send out a highly-trained, skilled and courteous technician to your home to assess the problem. We offer inspections and service all makes and models of home appliances. Whether you are looking to upgrade your current system or want to have your existing system serviced, we can help. If you're looking for a company to maintain your HVAC system twice a year, Curtis Total Service offers amazing service maintenance contracts.

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\$50 OFF YOUR FIRST SERVICE REPAIR



*Coupon Only Valid Upon Completion of Work.
Cannot Be Combined With Any Other Offers,
Promos, or Coupons.

(https://www.curtistotalservice.com/ctor_coupon)

Each Curtis Total Service technician is required to do 100 hours of training year-round to ensure that they are current with all the repair and maintenance techniques. Every technician wears a uniform and I.D. badge, as well as had a background check and drug screening. We want every customer to feel safe and taken care of when they work with Curtis Total Service. Curtis Total Service also offers **in-house financing (/financing-options/)**, 24/7 service and the longest warranties in the industry. We stand by our work and want to make sure that our customers are happy with the work. When you become a customer, we take care of you as if **you are family.**

HAVE QUESTIONS?

Are you a new client? *

Yes




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Send Request

Emails are only responded to during weekdays between 8am-5pm.

For emergencies or immediate assistance please call: 610-709-6565.

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[Heating \(/hvac/heating/\)](#)

[Cooling \(/hvac/air-conditioning/\)](#)

[Electric \(/electrical/\)](#)

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AREAS SERVICED

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Bethlehem

Easton

[View All Areas \(/about-us/areas-we-service/\)](/about-us/areas-we-service/)

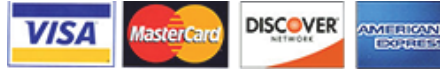
HELPFUL LINKS

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[Privacy Policy \(/privacy-policy/\)](/privacy-policy/)

[Contact Us \(/contact/\)](/contact/)

[Blog \(/blog\)](/blog/)



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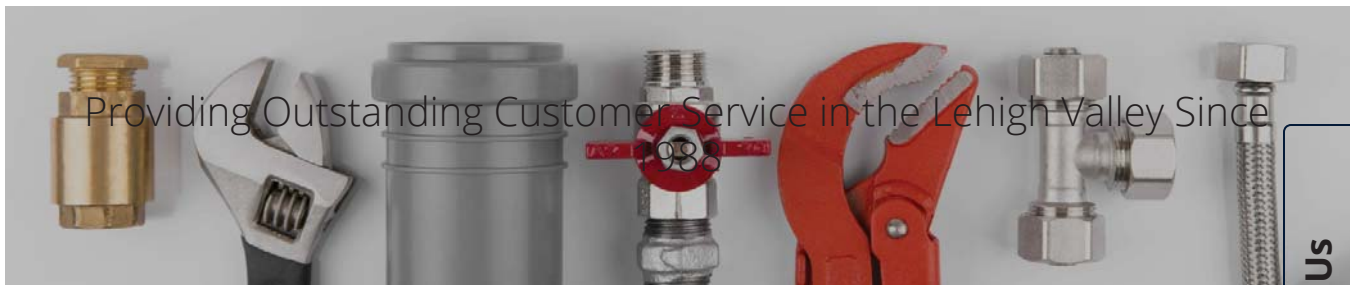
EXHIBIT “B.”

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Our Services



Contact Us

Curtis Total Service is one of the leading, family-owned heating, cooling, plumbing, electrical, and water treatment companies in the Lehigh Valley. Since 1988, we've been dedicated to our customers by providing fast, 24/7 emergency service, and some of the longest warranties in the industry.

Some of the services we provide are:

- Heating (/hvac/heating/)
- Cooling (/hvac/air-conditioning/)
- Plumbing (/plumbing/plumbing-repairs/)
- Water Heaters (/plumbing/water-heaters/)
- Electrical (/electrical/)
- Drain Cleaning (/plumbing/drain-cleaning-roooter-service/)

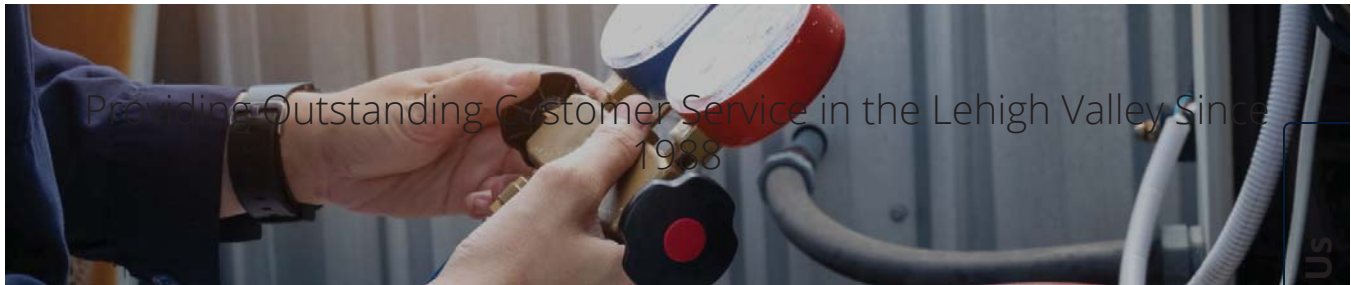
We can service and repair ANY make or model and provide up-front pricing so you're not surprised with any hidden fees or costs. Not to mention we offer in-house financing and have customized service agreements to help you take care of your home from the inside out.

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Proudly Serving the Lehigh Valley since 1988

📞 CALL US: 610-709-6565 (tel:6107096565)

🕒 24/7 EMERGENCY SERVICE (/contact/)

HVAC



Providing Outstanding Customer Service in the Lehigh Valley Since 1988

Contact Us

Choosing the right HVAC Company to keep your home comfortable all year long is a tough task. Our licensed and insured HVAC technicians at Curtis Total Service have been hand-picked to ensure that we're providing our customers with expert service. All of our technicians are background checked; drug screened and trained to ensure that they meet not only industry standards but Curtis Total Service standards. Our HVAC team is committed to provide the best service no matter if it is a repair, replacement, upgrade or routine maintenance. Backed by some of the industry's longest warranties, each technician comes with a fully stocked truck to provide quick and reliable service. We stand by our work and want to make every effort that our customers are happy with the work we provide.

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(<https://www.curtistotalservice.com/message-regarding-covid-19/>)
UP TO \$2,000 OFF NEW HVAC SYSTEM



*Subject to credit approval, see store for details.
Depending on system combination. Coupon Only
Valid Upon Time of Sale. Cannot Be Combined
With Any Other Offers, Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_coupon/

\$55 Air Conditioning Tune-Up



Valid upon completion of work. Valid with new customers only. Cannot be combined with any other offer, coupon or promo.

(https://www.curtistotalservice.com/cctor_coupon/

22/)

Contact Us

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\$189 Oil Heating Tune-Up



*Coupon Only Valid Upon Completion of Work. Cannot Be Combined With Any Other Offers, Promos, or Coupons. Valid to New Customers only.

(https://www.curtistotalservice.com/cctor_coupon/13/)

\$69 Heat Pump/Gas Heating Tune-Up



Not valid with oil systems. Valid upon completion of work. Valid with new customers only. Cannot be combined with any other offer, coupon or promo.

(https://www.curtistotalservice.com/cctor_coupon/21/)

Contact Us

Some of the HVAC services we provide are:

- Air Conditioning Repair (/air-conditioning/)/Replacement
- Heating Repair (/heating/)/Replacement
- Preventative Maintenance
- Ductwork (/ductwork/) & Duct Cleaning
- I.A.Q. (/air-cleaners-purifiers/) (Indoor Air Quality)
- Ventilation

We service all makes and model of heating and air conditioning system so you can have peace of mind when it comes to any repairs on your HVAC system. When your HVAC system becomes old, outdated or not working as it should, it's time to repair, upgrade or replace your unit. Our expert HVAC technicians have been service and maintaining HVAC units for the residents of the Lehigh Valley PA and surrounding areas for over 3 decades. We look at every job uniquely and provide up-front pricing so you have the perfect system for your home.

A new installation. [Important Message Regarding Coronavirus - Read More](https://www.curtistotalservice.com/message-regarding-covid-19/)
(<https://www.curtistotalservice.com/message-regarding-covid-19/>)

- Energy efficiency
- Smoother, quieter running
- Better I.A.Q.
- Faster changes from warm to cool air.
- Cost effectiveness

As a Trane Comfort Specialist (https://www.trane.com/residential/en/dealers/curtis-total-service-allentown-pa.html?utm_misc=991809&utm_source=dealertransfer), we provide our customers with on the the most trusted and highest quality brands in the business. From service to products, our Trane Comfort Specialist technicians are ready to help you from repairs and service to replacements. Trane has been named Lifestory Research's America's Most Trusted HVAC brand (<https://www.lifestoryresearch.com/2020-americas-most-trusted-hvac-brand>) for 7 consecutive years running.



(<https://www.lifestoryresearch.com/2020-americas-most-trusted-hvac-brand>)

most-trusted-hvac-brand)

We can also offer help with upgrading your old thermostat to a new one. We offer fast, same-day installations, in-house financing and are backed by some of the longest warranties in the industry.

We service all makes and models, such as leading brands like Trane (https://www.trane.com/residential/en/dealers/curtis-total-service-allentown-pa.html?utm_misc=991809&utm_source=dealertransfer), Goodman, Carrier, American Standard, Lennox, etc. No matter what your home needs, we can accommodate you.

With our 24/7 emergency service we can accommodate emergency replacements, planned replacements, routine maintenance (</our-services/>), small or large repairs or a complete new installation. Our licensed and insured HVAC technicians are here to help you get complete comfort in your home. Call today to schedule and don't forget to check our coupons page (</coupons/>) for any specials.

***100% Financing disclaimer: Subject to credit approval and available credit limit. See dealer for details.**

Contact Us

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HVAC

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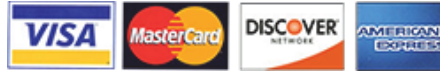
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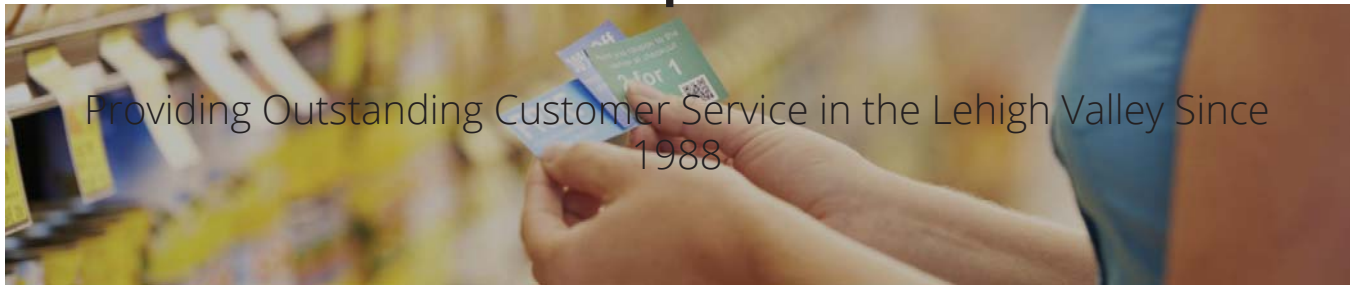
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Coupons



Providing Outstanding Customer Service in the Lehigh Valley Since
1988

**\$55 Air Conditioning
Tune-Up**



Valid upon completion of work. Valid with new customers only. Cannot be combined with any other offer, coupon or promo.

(https://www.curtistotalservice.com/cctor_coupon/22/)

**\$69 Heat Pump/Gas
Heating Tune-Up**



Not valid with oil systems. Valid upon completion of work. Valid with new customers only. Cannot be combined with any other offer, coupon or promo.

(https://www.curtistotalservice.com/cctor_coupon/21/)

**\$49 Heat Tape
Inspection**



*Coupon Only Valid Upon Completion of Repair Work. Cannot Be Combined With Any Other Offers, Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_coupon/24/)

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\$189 Oil Heating Tune-Up



*Coupon Only Valid Upon Completion of Work. Cannot Be Combined With Any Other Offers, Promos, or Coupons. Valid to New Customers only.

(https://www.curtistotalservice.com/cctor_coupon13/)

UP TO \$2,000 OFF NEW HVAC SYSTEM



*Subject to credit approval, see store for details. Depending on system combination. Coupon Only Valid Upon Time of Sale. Cannot Be Combined With Any Other Offers, Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_coupon13/)

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**Free 2nd Opinion
Heating & Cooling**



*Valid upon completion of work. Restrictions apply, call office for details.

(https://www.curtistotalservice.com/cctor_cou)

**\$65 OFF DUCT
CLEANING**



*Coupon Only Valid Upon Completion of Work.
Cannot Be Combined With Any Other Offers,
Promos, or Coupons.

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\$40 OFF ELECTRICAL REPAIR



*Coupon Only Valid Upon Completion of Work.
Cannot Be Combined With Any Other Offers,
Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_cou)

\$140 OFF ELECTRICAL PANEL REPLACEMENT



*Coupon Only Valid Upon Completion of Work.
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Promos, or Coupons.

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\$50 OFF YOUR FIRST SERVICE REPAIR



*Coupon Only Valid Upon Completion of Work.
Cannot Be Combined With Any Other Offers,
Promos, or Coupons.

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\$40 OFF ANY PLUMBING REPAIR



*Coupon Only Valid Upon Completion of Work.
Cannot Be Combined With Any Other Offers,
Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_cou

\$50 Off Any New Faucet or Toilet Repair



*Coupon Only Valid Upon Completion of Work.
Cannot Be Combined With Any Other Offers,
Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_cou

16/)

Up To \$300 Off Water Treatment System



*Coupon Only Valid Upon Completion of Work.
Cannot Be Combined With Any Other Offers,
Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_cou)

\$25 OFF DRAIN CLEARING



*Coupon Only Valid Upon Completion of Work.
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Promos, or Coupons.

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\$150 OFF WATER HEATER PURCHASE



*Coupon Only Valid Upon Completion of Work.
Cannot Be Combined With Any Other Offers,
Promos, or Coupons.

(https://www.curtistotalservice.com/ctor_coupon/10/)

Up To \$300 Off Power Vent Water Heater



*Coupon Only Valid Upon Completion of Repair
Work. Cannot Be Combined With Any Other
Offers, Promos, or Coupons.

(https://www.curtistotalservice.com/ctor_coupon/20/)

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**\$150 OFF WELL PUMP
OR WELL TANK
REPLACEMENTS**



*Coupon Only Valid Upon Completion of Work.
Cannot Be Combined With Any Other Offers,
Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_coupon_11/)

\$50 off Heating Repair



*Coupon Only Valid Upon Completion of Repair
Work. Cannot Be Combined With Any Other
Offers, Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_coupon_19/)

**\$50 Off Air
Conditioning Repair**



*Coupon Only Valid Upon Completion of Repair
Work. Cannot Be Combined With Any Other
Offers, Promos, or Coupons.

(https://www.curtistotalservice.com/cctor_coupon_23/)

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HAVE QUESTIONS?

Are you a new client? *

Yes

No

Send Request

Emails are only responded to during weekdays between 8am-5pm.

For emergencies or immediate assistance please call: 610-709-6565.

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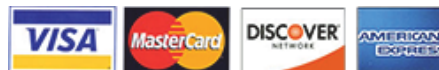
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EXHIBIT “D.”

2022-C-1276

/s/JW
DATE: 12/12/19

INVOICE NO.
84861



610-770-9045
CurtisTotalService.com

- PLUMBING
- DRAIN CLEANING
- HEATING
- ELECTRICAL
- COOLING
- REMODELING

Everything Under One Roof!

PA#4383
1-888-520-6680

HOW DID YOU FIND OUR NUMBER TODAY?

- Phone Book
- Magnet
- Online
- ValPak/Money Mailer
- Reminder Card
- Radio
- Referral
- Other

1415 EAST PENNSYLVANIA STREET • ALLENTOWN, PENNSYLVANIA 18109

OWNER NAME	TENANT NAME	
ADDRESS	ADDRESS	
CITY	CITY	STATE ZIP
OWNER'S PHONE	BUSINESS PHONE	
CELL PHONE	TENANT'S PHONE	
ESTIMATED START DATE	ESTIMATED COMPLETION DATE	

E-MAIL

Visa MC Discover AmEx

Card # _____

Exp Date # _____

Authorization # _____

Check # _____

TECHNICIAN NAME: Mate TIME IN: _____ TIME OUT: _____

SERVICE PLAN GOLD CARD PLUMBING HEATING A.C. ELECTRIC

SERVICE CALL (INCLUDES TRAVEL TIME) REGULAR OVERTIME HOLIDAY

Non Agr	Svc / Gold	AMOUNT
		\$89.00

DESCRIPTION OF WORK: The following items need immediate attention:

Brown 70,000 btu Propane Gas Furnace with new roofjack, and all connectors made.

		\$7681.00
		\$7681.00

10 parts / labor

Thanks for your business!!

* NO cancellations accepted (x 10%)
0% for 72 months
(Bank calculate payments)

SUBTOTAL	\$7,770.00
COUPON	\$89.00
SUBTOTAL	\$7681.00
30% DOWN	_____
BALANCE	\$7681.00

Technician Notes: Scheduled job for tomorrow @ 8:30am.

Signature of CTS, Inc. Mate Date 12/12/19

PLEASE PAY FROM THIS INVOICE • NO STATEMENT RENDERED.

WARRANTY: ALL MATERIALS SUPPLIED BY CURTIS TOTAL SERVICE, INC. ARE COVERED BY THE MANUFACTURER'S WRITTEN WARRANTY. CTS, INC. WORKMANSHIP AND LABOR ARE WARRANTED FOR ONE (1) YEAR FROM DATE OF SERVICE UNLESS OTHERWISE SPECIFIED. YEARLY MAINTENANCE MUST BE PERFORMED BY CURTIS TOTAL SERVICE TO HONOR ANY AND ALL WARRANTIES. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PA.

FOR THE ABOVE SERVICES THE UNDERSIGNED CUSTOMER AGREES TO PAY THE FOLLOWING TERMS: 100% Financed

I HEREBY AUTHORIZE CURTIS TOTAL SERVICE, INC. TO PERFORM THE WORK DESCRIBED ABOVE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES OF THIS FORM. I CERTIFY THAT I HAVE READ AND AGREE TO THE TERMS SET FORTH ON BOTH SIDES, AND THAT SAID TERMS REPRESENT THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

SIGNATURE UPON COMPLETION
I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

12/12/19
DATE

12/12/19
DATE

You, The buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

1. Payment in full is to be made immediately upon completion of the work unless otherwise noted.
2. The customer agrees to pay interest at the rate of 2% per month (24% per year) on any balance not paid in full upon completion of work. Interest begins accruing on the date the work is completed.
3. The customer agrees to pay a service charge of \$20 for any check not honored by the drawee for any reason.
4. If Curtis Total Service, Inc. refers your account to an attorney or collection agency, customer agrees to pay Curtis Total Service, Inc., the sum of \$150.00 in addition to any other sum owed under the terms of the agreement. This statement may apply to residential jobs of \$500 or more.
5. If Curtis Total Service, Inc. brings any type of legal action against the customer to enforce any of its rights under this agreement or to collect any amount showing under this agreement the customer agrees to pay Curtis Total Service, Inc.'s attorney fees which in any event, the parties agree shall be no less than \$300. In addition, the customer agrees to pay any court costs incurred by Curtis Total Service, Inc. with regard to said legal action. This statement may apply to residential jobs of \$500 or more.
6. The customer agrees in any unforeseen situation such as excavation problems due to rocks or other earth elements, extra charges will apply.
7. The customer recognizes upon cancellation of a signed contract that is past the three day right to rescind the customer is responsible for 15% of the contracted amount.
8. Refunds will be issued as credit toward future services.
9. ALL MATERIALS SUPPLIED BY CURTIS TOTAL SERVICE, INC. ARE COVERED BY THE MANUFACTURER'S WRITTEN WARRANTY. CURTIS TOTAL SERVICE, INC. FURNISHES NO ADDITIONAL WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO SAID MATERIALS.
10. Curtis Total Service, Inc.'s workmanship and labor are warranted for one (1) year from date of service unless otherwise specified.
11. Drain openings are warranted for 30 days from date initial work is completed with the following exceptions:
 - a. Said warranty is void where our service technician has notified the customer that the drainage pipe is in poor condition and should be replaced due to suspected breaks, back-pitched pipes, excessive root infiltration, or any other reason.
 - b. Said warranty is void where the customer causes the drain to block during the warranty period due to his or her own negligence including, but not limited to, blocking the drain with a foreign object, etc.
12. The customer agrees to pay the agreed fee for drain cleaning regardless of whether the drain can ultimately be opened or not so long as Curtis Total Service, Inc. makes every reasonable effort to clear the drain.
13. Curtis Total Services employees are not qualified to recognize, assess or abate any microbial, (fungal or bacterial) problems inside your HVAC system or structure.
14. The customer recognizes that aged and deteriorated plumbing fixtures, piping, and appurtenance may no longer be serviceable and agrees to hold Curtis Total Service, Inc. harmless for any damage or destruction to said items that result from conventional repair efforts.
15. The customer acknowledges that the price quoted is only an estimate and that unforeseen problems may be discovered once work is commenced. Should Curtis Total Service, Inc., encounter, during the process of the work, subsurface or latent physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized inherent in work of the character provided for in this agreement, customer agrees to pay for any additional work not herein contemplated that may be necessary to complete the work provided for in this agreement. If the customer advises Curtis Total Service, Inc. not to perform such additional work, the customer agrees to pay the original estimated price in full and Curtis Total Service, Inc. shall have no further obligations under this agreement.
16. Any job or material orders that a customer agrees to, special order is recognized by both parties as a non refundable contract. Contract amount will be due.
17. If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, unenforceable provision had never been contained in it.
18. Any and all warranties set forth on this contract by a CTS employee are exclusive to the terms and conditions of Curtis Total Service.
19. As of the date of execution of this Agreement, Curtis Total Service Inc. has liability insurance covering personal injury of \$1,000,000 and insurance covering property damage caused by Curtis Total Service Inc. of \$1,000,000.

NOTICE OF CANCELLATION

(Date of Transaction) 12/12/19

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the sellers expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of notice of your cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to:
 Curtis Total Service, Inc. at: 1415 East Pennsylvania Street, Allentown, PA 18109 no later than midnight of:

12/18/19
 (Date - third business day following date of transaction)

I HEREBY CANCEL THIS TRANSACTION: _____ Buyer's Signature _____ Date

EXHIBIT “E.”

610-770-9045

DATE 7/5/JW

INVOICE NO.

81706



CurtisTotalService.com

PA#4383
1-888-520-6680

Everything Under One Roof!

- PLUMBING
- HEATING
- COOLING
- DRAIN CLEANING
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- REMODELING

HOW DID YOU FIND OUR NUMBER TODAY?

- Phone Book
- Online
- Reminder Card
- Referral
- Other
- Magnet
- ValPak/MoneyMailer
- Radio

1415 EAST PENNSYLVANIA STREET • ALLENTOWN, PENNSYLVANIA 18109

OWNER NAME: [REDACTED] TENANT NAME: _____
 ADDRESS: [REDACTED] ADDRESS: _____
 CITY: [REDACTED] CITY: _____ STATE: _____ ZIP: _____
 OWNER'S PHONE: [REDACTED] BUSINESS PHONE: _____
 CELL PHONE: [REDACTED] TENANT'S PHONE: _____

E-MAIL _____

- Visa
- MC
- Discover
- AmEx

ESTIMATED START DATE: 6/10/19 ESTIMATED COMPLETION DATE: 6/10/19
 TECHNICIAN NAME: Matt TIME IN: _____ TIME OUT: _____

Card # _____
 Exp Date # _____
 Authorization # _____
 Check # _____

SERVICE PLAN GOLD CARD PLUMBING HEATING A.C. ELECTRIC
 SERVICE CALL (INCLUDES TRAVEL TIME) REGULAR OVERTIME HOLIDAY

Non Agr	Svc / Gold	AMOUNT

DESCRIPTION OF WORK: The following items need immediate attn

Trane XR18i 17 Seer 25 TON Condenser with Trane TEM 6 25ton Variable Speed Airhandler, New Supply, & Return Ductwork. XLSSA Comfort controller. New ENV-4 Grills in Each room. Airscrubber UV Light. All connections made.
 10 parts / 10 labor

\$21,546.00		\$21,546.00
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* Customer agrees on \$361.00 per month roughly (Premium only). Additional for Airscrubber. X (initials)

Technician Notes: Scheduled New Installation for 6/18/19 + 6/19/19 @ 8:30am. 6/10/19

SUBTOTAL	\$21,546.00
COUPON	
SUBTOTAL	\$21,546.00
30% DOWN	
BALANCE	\$21,546.00

Signature of CTS, Inc. Matt Date 6/10/19

PLEASE PAY FROM THIS INVOICE • NO STATEMENT RENDERED.

WARRANTY - ALL MATERIALS SUPPLIED BY CURTIS TOTAL SERVICE, INC. ARE COVERED BY THE MANUFACTURER'S WRITTEN WARRANTY. CTS, INC. WORKMANSHIP AND LABOR ARE WARRANTED FOR ONE (1) YEAR FROM DATE OF SERVICE UNLESS OTHERWISE SPECIFIED. YEARLY MAINTENANCE MUST BE PERFORMED BY CURTIS TOTAL SERVICE TO HONOR ANY AND ALL WARRANTIES. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PA.

FOR THE ABOVE SERVICES THE UNDERSIGNED CUSTOMER AGREES TO PAY THE FOLLOWING TERMS 100% Financed

I HEREBY AUTHORIZE CURTIS TOTAL SERVICE, INC. TO PERFORM THE WORK DESCRIBED ABOVE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES OF THIS FORM.

SIGNATURE UPON COMPLETION I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

DATE: 6/10/19
 SIGNATURE: [REDACTED]

DATE: 6/10/19
 SIGNATURE: [REDACTED]

You, The buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

610-770-9045 9025-C-1276

DATE 7/5/19

INVOICE NO. 87570



CurtisTotalService.com

PA#4383 1-888-520-6680

Everything Under One Roof!

- PLUMBING
- HEATING
- COOLING
- DRAIN CLEANING
- ELECTRICAL
- REMODELING

HOW DID YOU FIND OUR NUMBER TODAY?

- Phone Book
- Online
- Reminder Card
- Referral
- Other
- Magnet
- ValPak/MoneyMailer
- Radio

1415 EAST PENNSYLVANIA STREET • ALLENTOWN, PENNSYLVANIA 18109

OWNER NAME: [REDACTED] TENANT NAME: [REDACTED]

ADDRESS: [REDACTED]

CITY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] TENANT'S PHONE: [REDACTED]

CELL PHONE: [REDACTED]

ESTIMATED START DATE: 6/18/19 ESTIMATED COMPLETION DATE: 6/19/19

TECHNICIAN NAME: [REDACTED] TIME IN: [REDACTED] TIME OUT: [REDACTED]

SERVICE PLAN: GOLD CARD PLUMBING HEATING A.C. ELECTRIC

SERVICE CALL (INCLUDES TRAVEL TIME): REGULAR OVERTIME HOLIDAY

DESCRIPTION OF WORK: INSTALLED TRANE A/C SYSTEM AND NEW DUCT WORK AS PER WORK ORDER.

E-MAIL: [REDACTED]

Card # [REDACTED]

Exp Date # [REDACTED]

Authorization # [REDACTED]

Check # [REDACTED]

Non Agr	Svc / Gold	AMOUNT
		FINANCED

Technician Notes: REMOVED ALL OLD EQUIPMENT AND DUCT WORK

Signature of CTS, Inc. [Signature] Date 6/19/19

SUBTOTAL	FINANCED
COUPON	
SUBTOTAL	
30% DOWN	
BALANCE	

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FOR THE ABOVE SERVICES THE UNDERSIGNED CUSTOMER AGREES TO PAY THE FOLLOWING TERMS FINANCED

I HEREBY AUTHORIZE CURTIS TOTAL SERVICE, INC. TO PERFORM THE WORK DESCRIBED ABOVE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES OF THIS FORM. I CERTIFY THAT I HAVE READ AND AGREE TO THE TERMS SET FORTH ON BOTH SIDES. AND THAT SAID TERMS REPRESENT THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

SIGNATURE UPON COMPLETION I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

X SIGNATURE DATE

[Signature] DATE 6/19/19