



THIS IS NOT AN ARBITRATION CASE
 This case has been brought by the Commonwealth of Pennsylvania under the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, et seq.
AN ASSESSMENT OF DAMAGES HEARING IS REQUIRED

Filed and Attested by
PROTHONOTARY
 10 Aug 2022 10:37 AM
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**IN THE COURT OF COMMON PLEAS OF CHESTER COUNTY
 CIVIL TRIAL DIVISION**

COMMONWEALTH OF PENNSYLVANIA :
 by Attorney General JOSH SHAPIRO :

Plaintiff :

v. :

HUNTSMAN FARMS LLC, :
 d/b/a/ HUNTSMAN FARMS :
 120 E. State Street, Suite 400 :
 Kennett Square, Pennsylvania 19348 :

and :

WILLOWDALE CREATIVE GROUP LLC, :
 d/b/a WILLOWDALE CREATIVE :
 120 E. State Street, Suite 400 :
 Kennett Square, Pennsylvania 19348 :

and :

WILLIAM C. HUYLER III, individually :
 and as Managing Member of HUNTSMAN :

_____ Term, 2022

CIVIL ACTION – EQUITY

No.

FARMS LLC and d/b/a HUNTSMAN :
FARMS, and as Managing Member of :
WILLOWDALE CREATIVE GROUP LLC :
and d/b/a WILLOWDALE CREATIVE :
1845 Huntsman Lane :
West Chester, Pennsylvania 19382 :
: :
: :
: :
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 – 201-9.2 (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 the citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

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

In support of this action, 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. Nos. 1006(a)(1) and 1006(c)(1).

THE PARTIES

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

4. Defendant Huntsman Farms, LLC (hereinafter “Huntsman Farms, LLC” and/or collectively one of the “Defendants”) is registered as a Pennsylvania limited liability company with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (hereinafter “Corporations Bureau”), with a registered business address of 120 E. State Street, Kennett Square, PA 19348.

5. Defendant Willowdale Creative Group, LLC (hereinafter “Willowdale Creative, LLC” and/or collectively one of the “Defendants”) is registered as a Pennsylvania limited liability company with the Corporations Bureau. Willowdale Creative, LLC’s Facebook page lists 120 E. State Street, Kennett Square, PA 19348 as the company’s address.

6. Defendant William C. Huyler III (hereinafter “Huyler” and/or collectively one of the “Defendants”) is an adult individual with a last known residential address of 1845 Huntsman Lane, West Chester, PA 19382.

7. Defendant Huyler is currently incarcerated in SCI Waymart in Waymart, Pennsylvania.

8. Upon information and belief, Defendant Huyler is and/or was the managing member of Defendant Huntsman Farms, LLC, and of Defendant Willowdale Creative, LLC.

9. At all times relevant and material hereto, Defendant Huyler approved, endorsed, directed, ratified, controlled and/or otherwise participated in the conduct alleged herein.

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

BACKGROUND

11. At all times relevant and material hereto, Defendants engaged in trade and commerce within the Commonwealth of Pennsylvania by offering for sale playground equipment and other products, including wooden play sets and wooden swing sets.

12. At all times relevant and material hereto, Defendants also engaged in trade and commerce within the Commonwealth of Pennsylvania by offering installation and maintenance services for playground equipment and other products.

13. Defendants consistently and repeatedly failed to deliver such goods and services for which consumers paid Defendants in full.

14. In at least one instance, Defendants delivered an incomplete order of a play set for which a consumer had paid Defendants in full.

15. In at least one instance, Defendants delivered and installed a swing set for a consumer incorrectly and in a shoddy manner. Defendants' incorrect and shoddy installation made the swing set unstable and unsafe for the consumer's children to play on.

16. In at least one instance, Defendants failed to provide weather-proofing maintenance that a consumer had paid for in full.

17. In multiple instances, Defendants have failed to respond to communications from consumers seeking refunds for purchased goods that were either not delivered or delivered but incomplete.

18. In multiple instances, Defendants failed to install playground equipment for consumers who paid for installation.

19. In multiple instances, Defendants failed to respond to communications from consumers who sought refunds from Defendants for installation services the consumers had purchased.

20. In multiple instances, Defendants failed to issue refunds for purchased goods or services to consumers who demanded refunds.

21. Consumers who paid Defendants for goods and services that were either not delivered, not delivered as contracted for or not provided as promised by Defendants have suffered harm.

22. In multiple instances, despite having paid Defendants in full for said goods and services, consumers and their families have been unable to use the goods and services and have not received refunds from Defendants.

23. In the rare instances when Defendants did provide a refund to a consumer, the refund was only provided after the consumers sought the assistance of the Better Business Bureau or the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter "Bureau").

24. *The Bureau has received numerous consumer complaints against Defendants.*

25. The Commonwealth believes and therefore avers that there may be additional consumers who have not filed complaints with the Bureau and who have also been harmed due

to the methods, acts and practices of Defendants, which include, but are not limited to, those as alleged herein.

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

**COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW
DEFENDANTS FAILED TO DELIVER GOODS OR SERVICES AS PROMISED TO
CONSUMERS FOR WHICH CONSUMERS CONTRACTED AND PAID**

27. The preceding paragraphs are incorporated herein as though the same were fully set forth herein.

28. Defendants offered for sale playground equipment, including wooden swing sets, wooden play sets and other goods.

29. Defendants offered for sale installation and maintenance services for playground equipment and other goods.

30. Consumers paid Defendants for wooden swing sets, play sets and other goods and services, including installation in certain instances, ranging in price from \$565.11 to \$6,298.64 each.

31. At the time of this Complaint, Defendants have failed to either deliver the goods and services or to refund the monies paid by consumers for undelivered goods and services. Defendants are wrongfully holding funds from consumers' purchases without providing the products that consumers paid for.

32. For example, a consumer from Pennsylvania purchased a swing set from

Defendants on or about November 7, 2020, and paid for the order in installments by credit card through a third-party payment platform. To date, Defendants have not delivered the swing set and Defendants have been unresponsive to the consumer's repeated attempts to contact them. Defendants never provided a refund. However, the consumer was reimbursed in part by the third-party payment platform that facilitated the original transaction and the consumer's credit card provider ultimately reimbursed the remaining amount.

33. Defendants failed to properly and timely respond to refund requests made by consumers who purchased products.

34. For example, a South Dakota consumer purchased a swing set from Defendants on or about January 8, 2021, and paid for the order in full. Defendants did not provide shipping information. Defendants responded only sporadically to the consumer's diligent and repeated efforts to contact Defendants about the status of the order. Defendants eventually stopped responding to the consumer's repeated e-mails and calls, Defendants' customer service phone number was subsequently disconnected and Defendants' Web sites became inaccessible and/or inactive.

35. In certain instances, Defendants delivered products that were defective or installed in a shoddy manner.

36. For example, two Pennsylvania consumers purchased a swing set with professional installation as a birthday present for their daughter on or about August 17, 2020, and paid for the order in full. On or about October 5, 2020, after Defendants cancelled and rescheduled several installation appointments, Defendants sent a third-party installer to assemble and install the swing set. Despite Defendant Huyler's assurances about the installers' ability to properly install the swing set, the consumers allege the swing set was assembled in an

incompetent manner, resulting in it being unsafe and not usable. The consumers allege the installers used the wrong brackets, missed lag holes and did not level the swing set or secure the roof properly.

37. In certain instances, Defendants delivered incomplete products to consumers who had paid Defendants in full.

38. For example, a consumer in West Virginia purchased a play set from Defendants on or about January 4, 2021, for which they paid Defendants in full. The play set was delivered six months later but the order was missing two boxes. The consumer repeatedly attempted to contact Defendants but was unable to reach anyone about the incomplete order.

39. The aforesaid methods, acts and practices of Defendants constitute unfair methods of competition and unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- (a) Section 201-2(4)(v), which prohibits representing that goods or services have sponsorship, approval, characteristics, ingredients, uses benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- (b) Section 201-2(4)(ix), which prohibits advertising goods or services with intent not to sell them as advertised; and
- (c) Section 201-2(4)(xxi), which prohibits engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

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

41. The Commonwealth believes that the public interest is served by seeking before

this Court a permanent injunction to restrain the methods, acts and practices described herein, as well as seeking restitution for consumers and civil penalties for violation 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 Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law;

B. Permanently enjoining Defendants 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) of the Consumer Protection Law;
- ii. Advertising goods or services with the intent not to sell them as advertised, in violation of Section 201-2(4)(ix) of the Consumer Protection Law; and
- iii. 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) of the Consumer Protection Law.

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

C. Directing Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;

D. Requiring Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand and 00/100 Dollars (\$3,000.00) for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

E. Permanently enjoining Defendants in any capacity, from operating and/or selling products or offering services in the Commonwealth of Pennsylvania or to Pennsylvania consumers;

F. Directing 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;

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

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

Respectfully Submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
Attorney General

Date: 8/10/2022

By: *Matthias C. Conaty*
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VERIFICATION

I, Samantha Joyce, hereby state, hereby state that I am a Consumer Protection Agent with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection and am authorized to make this verification on behalf of the Commonwealth in the within action. I hereby verify that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, or information and belief. I understand that the statements contained herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

DATE: 08/09/2022

By: Samantha Joyce