

STATE OF MAINE
KENNEBEC, SS

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KENNEBEC SUPERIOR COURT

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-10-214

2012 OCT 31 A 8:01

STATE OF MAINE,

MICHELE LUMBERT
CLERK OF COURTS

Plaintiff

v.

CONSENT DECREE
(Maine Unfair Trade Practices Act, 5 M.R.S.A. §207)

ADAM JOYCE and LYSCO
CONTRACTING, INC., a New
York Foreign Corporation,

Defendants

Plaintiff, State of State of Maine, filed its Unfair Trade Practice Complaint in the above-captioned matter on November 5, 2010. The State subsequently filed its First Amended Complaint, dated June 30, 2011. Pursuant to 5 M.R.S.A. § 209, the Defendants have agreed to the entry of this Consent Decree without trial or adjudication of issue or fact or law herein. This Consent Decree does not constitute evidence against the Defendants or an admission by the Defendants of any of the allegations in the Plaintiff's Complaint.

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any fact or law herein, and upon the consent of the parties hereto, it is hereby ORDERED as follows:

1. This Court has jurisdiction over the subject matter of this action and over the parties consenting to this Decree. The Complaint states claims which can be granted against the Defendants pursuant to the Maine Unfair Trade Practices Act (UTPA), 5 M.R.S.A. §§205A-214.

2. The Defendants, their agents, employees, assigns and any other persons acting in concert or participation with the Defendants in the sale of goods or services are enjoined from the following unfair or deceptive conduct:

- A. "Baiting" consumers with an inexpensive offer to clean chimneys and then "switching" consumers to major chimney repairs, including the installation of a new lining.
- B. Violating the Maine Consumer Solicitations Sales Act, 32 M.R.S.A. §§4661-4671, including its requirement that door-to-door and telemarketing sellers of home repair services must use a specific written contract that includes a notice of the consumer's 3 day right to revoke the contract and the fact that work cannot begin until the 3 day right to revoke has expired.
- C. Violating the Consumer Solicitation Sales Act, 32 M.R.S.A. §§ 4661-4671, including its prohibition against sellers making misrepresentations, false impressions and false promises.
- D. Violating the Maine Transient Sales Act, 32 M.R.S.A. §§ 14501-14513, including its requirement that transient sellers without a permanent place of business in Maine must be licensed by the State and make a security deposit.
- E. Violating the Maine Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§14501-14513 including its provisions that contractors soliciting residential repair work must be registered with the State if the contractor does not have a permanent place of business in the municipality in which the solicitation is being made.

F. Violating the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 206-216, including its prohibition of using misrepresentations, false impressions and false promises in efforts to persuade consumers to purchase goods or services.


3. Pursuant to 5 M.R.S.A. § 209 of the Maine Unfair Trade Practices Act, the Defendants must pay within 10 days of this Order consumer restitution totaling \$26,750.00. This restitution shall be paid by certified bank check or money order payable to the Office of the Maine Attorney General.
4. The Maine Attorney General shall disperse restituion in his sole discretion.
5. Any violation by the Defendants of the mandatory injunctions listed above in paragraphs two and three will be subject to the civil penalty authorized in 5 M.R.S.A. § 209 for the violation of this Consent Decree.
6. Until the provisions of this Consent Decree are complied with in full, the Defendants shall be prohibited from conducting any new sales efforts in this state.
7. Each and every violation of this Consent Decree shall be treated as a separate contempt hereof.
8. The undersigned, with the knowledge of the terms of the above Consent Decree agree to these terms and the entry of this Consent Decree.
9. Jurisdiction is retained by this Court for the purpose of enabling any party of this Consent Decree to apply to this Court at any time for such further orders as may be necessary for the enforcement or modification of any of the provisions of this Decree.

Dated: 11/6/12

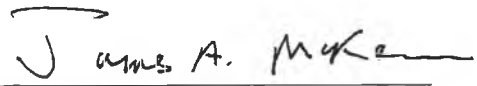


Justice, Superior Court

Dated: 10/24/12


Lysco Contracting, Inc. by Adam Joyce

Dated: 10/30/12


James A. McKenna
Assistant Attorney General
State House Station 6
Augusta, Maine 04333-0006
Maine Bar No. 1735
(207) 626-8842
Email: jim.mckenna@maine.gov