

STATE OF MAINE
KENNEBEC, SS.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV

STATE OF MAINE,)	
)	
Plaintiff)	
)	
v.)	COMPLAINT FOR INJUNCTIVE RELIEF
)	
MAINE-WIDE ENTERPRISES, INC.,)	
)	
Defendant)	

INTRODUCTION

1. This is an action under the Unfair Trade Practices Act, 5 M.R.S.A. §§ 206-214 (1979 & Supp. 1984) to preliminarily and permanently enjoin the Defendant from using unfair or deceptive acts in its home improvement and prefabricated building business.

JURISDICTION AND VENUE

2. This Court has jurisdiction in this matter pursuant to the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 209 (Supp. 1984), 4 M.R.S.A. § 105 (Supp. 1984), Superior Court Jurisdiction and Powers, and 14 M.R.S.A. § 6051 (1980), Equity Proceedings.

3. Venue is laid in Kennebec County, pursuant to 5 M.R.S.A. § 209 (Supp. 1984).

PARTIES

4. Plaintiff STATE OF MAINE is a sovereign state. It commences this action by and through its Attorney General pursuant to powers vested in him by the Common Law and in 5 M.R.S.A. § 191 (1979) as the State's chief law enforcement officer, and also pursuant to 5 M.R.S.A. §§ 206-213 (1979 & Supp. 1985-86), the Maine Unfair Trade Practices Act, to protect the public by preventing and restraining the Defendant from practicing unfair and deceptive trade practices.

5. Defendant, MAINE-WIDE ENTERPRISES, INC., is a corporation organized and existing under the laws of the State of Maine. The address of the registered corporate office is One Center Street, Waterville, Maine 04901. The Defendant conducts a home improvement business, including the construction at residential sites of factory prefabricated buildings.

FACTS

6. The Defendant and its agents provide a variety of residential construction services, including:

- A. installation of vinyl siding;
- B. installation of heat efficient windows;
- C. the construction and installation of factory prefabricated homes, garages and home and mobile home additions.

7. The Defendant advertises these services in catalogs, flyers and newspaper advertisements.

8. The Defendant in its advertising and its sales presentations to consumers makes representations designed to encourage the consumer to purchase the Defendant's products and services.

9. For example, in its sales presentations to consumers the Defendant refers to supposedly "leftover" or "surplus" buildings that can be purchased at "greatly reduced prices".

10. In fact, the Defendant typically has no "leftover" buildings and such claims are deceptive inducements designed to persuade customers to quickly contract with the Defendant.

11. As another example, in its sales presentations the Defendant tells potential customers that a 20% rebate on storm windows ended a week before but that if the consumer were willing to purchase immediately he or she could still receive a 20% price reduction.

12. In fact, the Defendant had not just completed a 20% rebate program and rather the Defendant had simply inflated the regular selling price so as to deceive the consumer that a significant savings was available.

CAUSE OF ACTION

(Deceptive Statements)

13. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 12.

14. The Uniform Deceptive Trade Practices Act, 10 M.R.S.A. § 1212(K) defines as a deceptive trade practice making "false or misleading statements of fact concerning the reasons for, existence of or amounts of, price reductions".

15. The Defendant's deceptive sales representations described above in paragraphs 9 through 12 are an unfair trade practice in violation of 5 M.R.S.A. § 207.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court:

1. Declare that the Defendant is engaged in unfair and deceptive trade practices in violation of 5 M.R.S.A. § 207 (1979).

2. Issue a preliminary and permanent injunction pursuant to 5 M.R.S.A. § 209 (Supp. 1984) enjoining the Defendant, its agents, employees, assigns or other persons acting for the Defendant or under its control from:

A. using deceptive misrepresentations in order to encourage consumers to purchase its products and services;

B. in particular, using advertisements or sales presentations that deceptively claim that the Defendant has surplus prefabricated buildings that can be purchased at significant cost savings.

3. Order the Defendant to pay the costs of this suit and the cost of the Attorney General's investigation of the Defendant.

4. Grant such other relief as the Court deems just and proper.

Dated: *March 27, 1986*

JAMES E. TIERNEY
Attorney General

Leanne Robbin

LEANNE ROBBIN
Assistant Attorney General

James McKenna

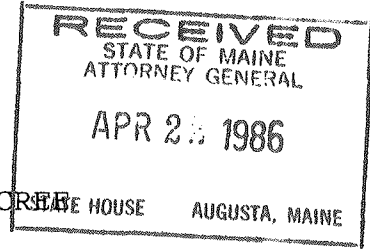
JAMES A. MCKENNA
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CONSENT DECREE STATE HOUSE AUGUSTA, MAINE



Plaintiff, the STATE OF MAINE, has filed its Complaint in the above-captioned matter on *March 28, 1986*. Plaintiff and Defendant have consented to the entry of this Consent Decree without trial or adjudication of any issue of fact or law herein.

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

1. This Court has jurisdiction of the subject matter of this action and has jurisdiction over the party consenting to this Decree. The Complaint states a claim on which relief may be granted against the Defendant under 5 M.R.S.A. § 207 (1979).

2. The Defendant acknowledges that it has received written notice of the intention of the Attorney General to

commence an action under 5 M.R.S.A. §§ 206-214 (1979 & Supp. 1985-86) more than ten days prior to the filing of the Complaint in this matter.

3. The Defendant denies the use of any deceptive trade practices and denies some of the allegations of the State's Complaint.

4. Defendant, its agents, employees, heirs, assigns or other persons acting for Defendant or under its control are permanently enjoined and restrained from using deceptive misrepresentations in order to encourage consumers to purchase its products and services, including, but not limited to:

- A. using advertisements or sales presentations that deceptively claim that the Defendant has specific surplus or leftover prefabricated buildings that can be purchased at a significant cost savings; or
- B. using misrepresentations as to the reasons for offering a customer a reduced selling price.

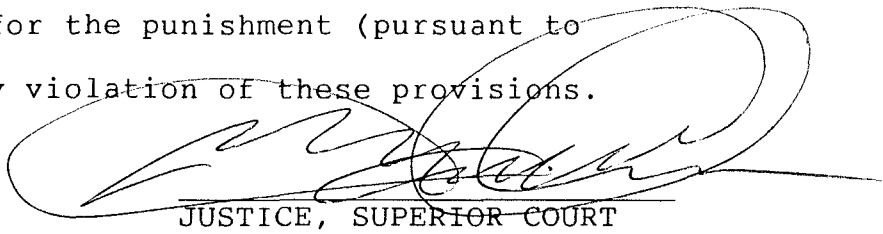
5. For one year following the date of this Consent Decree, at the request of the Plaintiff, the Defendant shall deliver to the Plaintiff copies of sales agreements with consumers so that the State can investigate whether any of the terms of this Consent Decree have been violated.

6. Pursuant to 5 M.R.S.A. § 209 (1979), Defendant shall pay to the Department of the Attorney General the sum of \$300, which sum shall represent the reimbursement of the cost of this

suit and of the investigation of the Defendant made by the Attorney General. This money shall be paid within 30 days of the date of this Consent Decree.

7. Jurisdiction is retained by the Court for the purpose of enabling any of the parties of this Consent Decree to apply to this Court at any time for such further orders and directions as may be necessary for the enforcement, construction or modification of any provision of this injunctive Decree, and for the punishment (pursuant to 5 M.R.S.A. § 209) of any violation of these provisions.

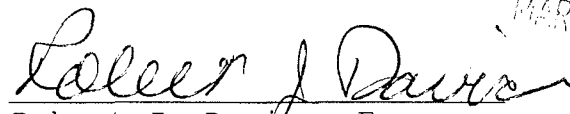
Dated: April 17, 1986

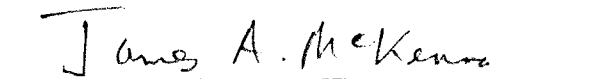

JUSTICE, SUPERIOR COURT

The undersigned, with knowledge of the terms of the above Consent Decree, agree to the terms of the entry of the Decree.

Dated: March 25, 1986

FOR DEFENDANT:


Robert J. Daviau, Esq.
FOR PLAINTIFF:


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